

REQUEST FOR PROPOSALS (RFP)

SAN JUAN WATER DISTRICT KOKILA RESERVOIR REPLACEMENT PROJECT

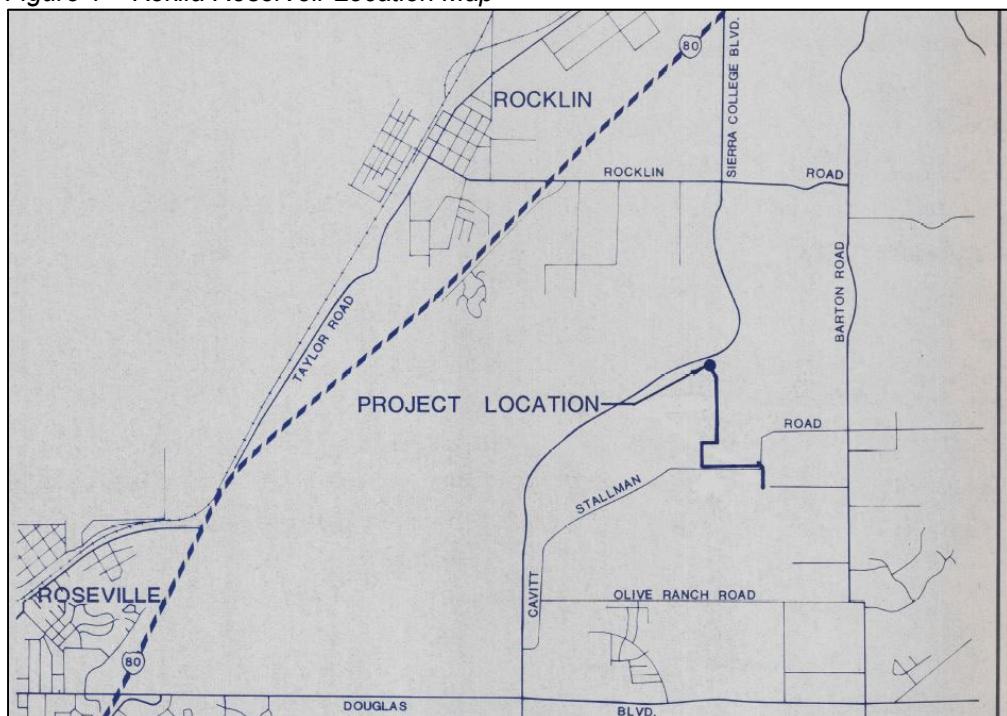
INTRODUCTION

San Juan Water District (District) is seeking proposals from qualified firms to design a new, approximately 5.0 Million Gallon (MG) potable water storage reservoir to replace the District's existing 4.56 MG Kokila Reservoir. The existing membrane lined and covered Kokila Reservoir has reached the end of its useful life and therefore must be replaced. The reservoir also exhibits operational limitations due to the current reservoir elevation with respect to the service area distribution area elevations. This Request for Proposals (RFP) is therefore being distributed to solicit proposals for the preparation of the necessary biddable design documents (plans and specifications) and provide bidding support services to replace the existing earthen embankment membrane lined and covered Kokila Reservoir with a new fixed wall storage tank.

BACKGROUND INFORMATION

The existing Kokila Reservoir is an earthen embankment storage reservoir with a 45-mil thickness Hypalon membrane liner and cover to protect the stored potable water supply contained in the reservoir. The reservoir is located on property owned by the District within Placer County, on the south side of Sierra College Boulevard, just north of the District's northerly Retail Service Area boundary (reference Figure 1). The map coordinates for the Kokila Reservoir site are approximately; Latitude 38.774 and Longitude -121.206.

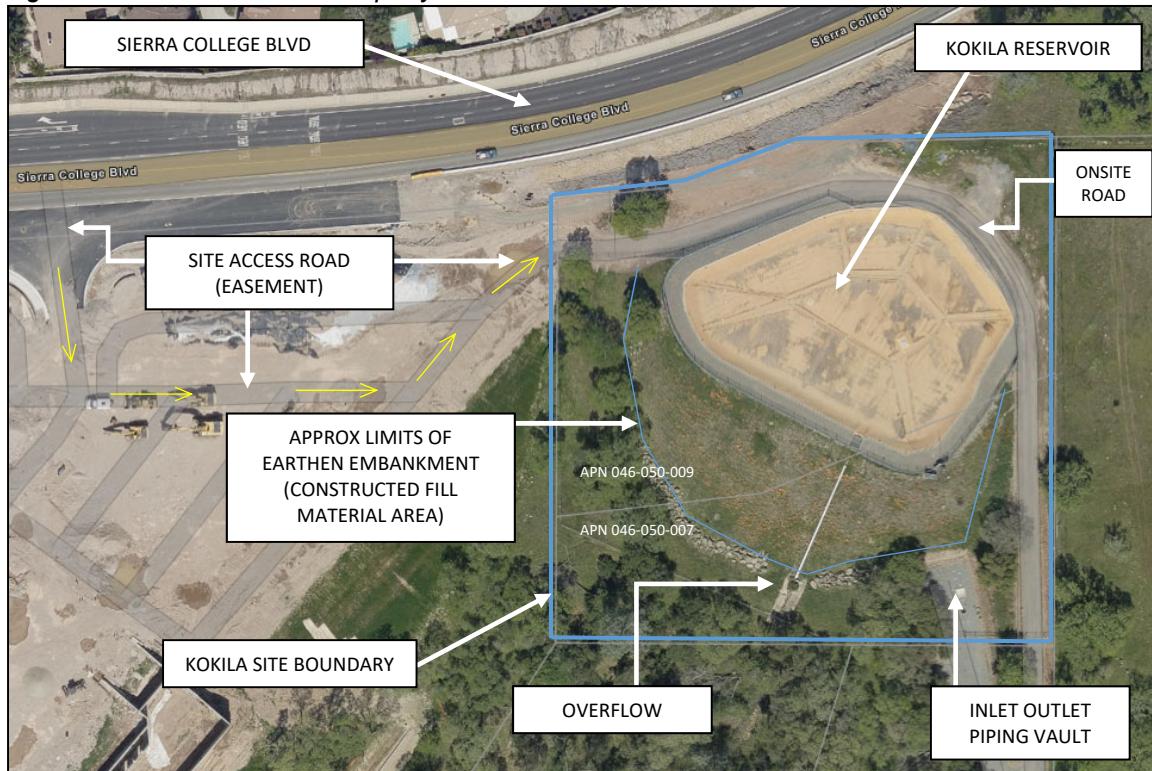
Figure 1 – Kokila Reservoir Location Map



The reservoir has a total storage capacity of 4.56 MG. It was constructed on a hillside near the top of the ridge by excavating the hillside to prepare a basin shape and then a filled earthen embankment was constructed on the southerly downslope side of the basin excavation to complete the reservoir. Following preparation of the basin the Hypalon membrane liner and cover were placed within the basin and fastened to a perimeter anchor system. The floating cover rises and lowers with changes in storage volume. The reservoir has a trapezoidal shape, with a low water bottom elevation of 490-feet (MSL) and an overflow elevation of 521.5-feet. The depth of the water at maximum capacity is thirty five feet, a level that fluctuates as needed to meet systems demands. The reservoir base elevation is about 70-feet higher than the highest water service elevation (\pm 420 feet) in the Bacon Pressure Zone.

The Kokila Reservoir site occupies an area of approximately 3.3-acres and consists of two adjoining parcels of land; APN's 046-050-009 and 046-050-007. Figure 2 (below) provides an aerial view based graphical description of the two parcels that make up the site property, the access roadway, and other site features.

Figure 2 – Kokila Reservoir Property Aerial Site Plan



Kokila Reservoir provides daily operational, emergency, and fire-fighting distribution storage for the District's Bacon Pressure Zone. The Bacon Pressure Zone is the largest zone of the eight pressure zones within the District's Retail Service Area. Water is supplied to the Bacon Zone from the Bacon Pump Station which is located at the southerly end of the Bacon Pressure Zone. Whereas the Kokila Reservoir is located at the northerly end of the Bacon Pressure Zone. Various pipelines, including 33, 30, 18, and 16-inch transmission mains, distribute water from the Bacon Pump Station to the smaller diameter distribution system piping throughout the zone. A 24-inch diameter ductile iron pipeline conveys water between the Kokila Reservoir and the northerly distribution piping network within the Bacon Pressure Zone.

The existing Kokila Reservoir was constructed in fall of 1983. The water surface area when the reservoir is full is approximately 0.70-acres (30,655-SF), and the area occupied by the Hypalon

cover is approximately 0.79-Acres (34,700-SF). Figure 3 shows a copy of the grading plan from the original 1983 construction as-built set of plans. Figure 4 (below) shows a cross section through the construction area at Station 1+50. These figures help to show some of the grade changes that were made for the original construction.

Figure 3 - Kokila Reservoir Grading Plan (from As-Builts)

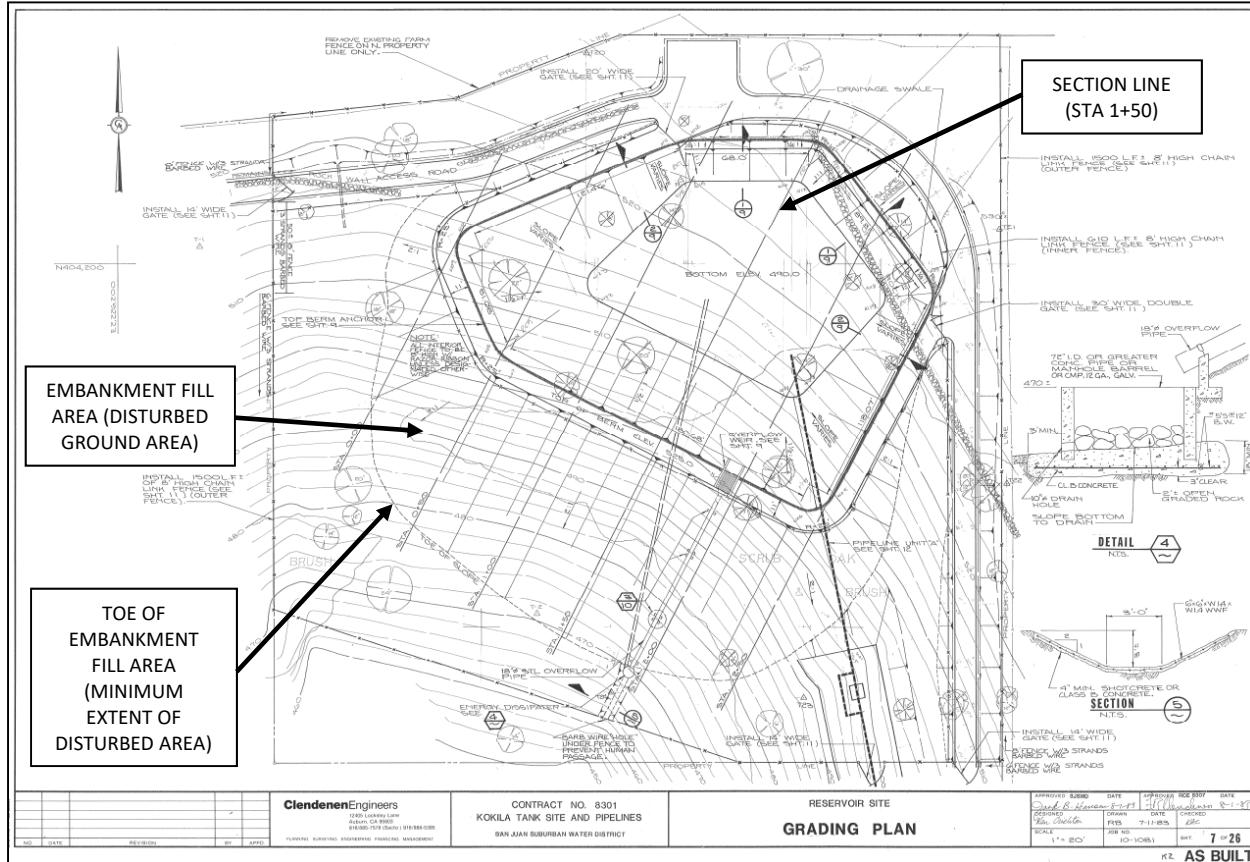
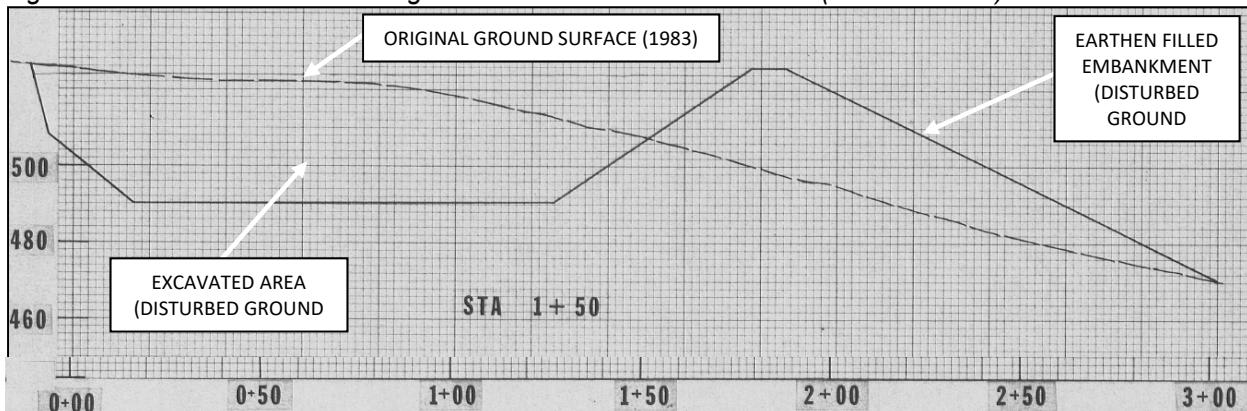


Figure 4 - Kokila Reservoir Grading Plan Cross Section at STA 1+50 (from As-Builts)



Because the Kokila Reservoir is located at the northerly end of the Bacon Pressure Zone, and the Bacon Pump Station is located at the far southerly end of the zone, this arrangement results in the Kokila Reservoir being ideal for use as an operational storage facility. During max day and peak hour demand periods both the Bacon Pump Station and the Kokila Reservoir can

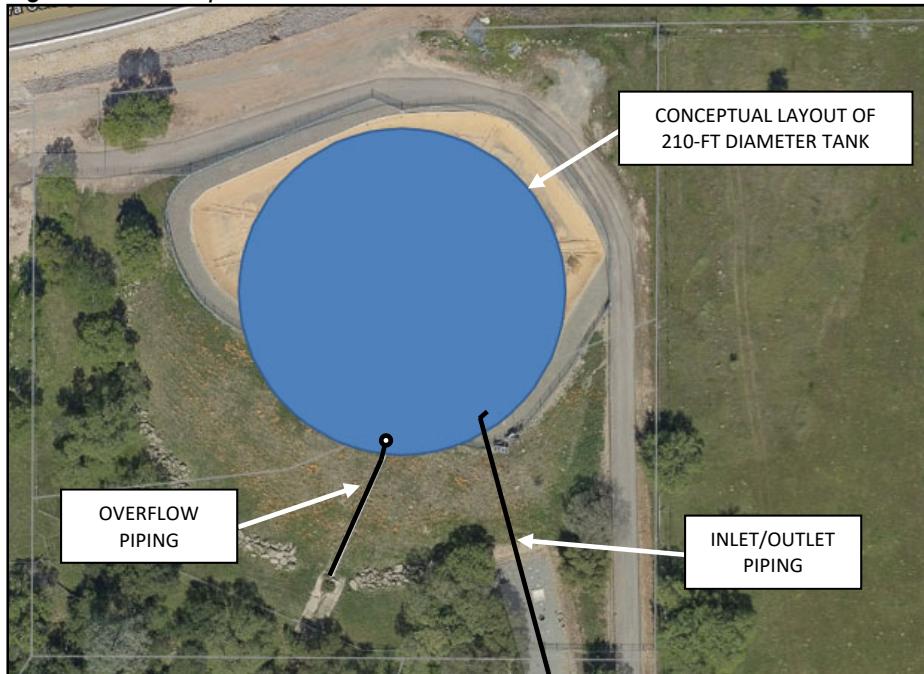
supply water to the Bacon Zone. The Kokila Reservoir is then refilled during the low water demand periods.

Site security is an important consideration for the District. The outer boundary of the site is secured by a chain link perimeter fence with a locked gate on the access roadway. There is also an additional security fence around the top of the reservoir perimeter as well. Access is limited to authorized District staff. Other persons entering the site such as contractors are allowed under the supervision of District staff.

PLANNED KOKILA TANK PROJECT

Based on the most recent Retail Master Plan Update as prepared by HDR Engineering in December of 2020, it was recommended that a replacement of the existing Kokila Reservoir be completed with a new, 5.0 MG partially buried concrete reservoir. The Retail Master Plan recommends that the bottom elevation of the tank be set at 500-feet (about 10-feet higher than the existing reservoir), the tank diameter should be approximately 210-feet, the high water level height should be about 20-feet, and typically tanks of this type would have a 2-ft freeboard elevation rise to the overflow. These recommended dimensions would allow the new tank to fit within the existing reservoir footprint and provide a total working storage volume of approximately 5.0 MG. Figure 5 presents a conceptual site plan showing a potential new tank layout (subject to revision during design).

Figure 4 – Conceptual Site Plan for Planned Kokila Tank



DESIGN CONSIDERATIONS

It is expected that the design for this planned storage tank project will consist of demolition to remove the existing internal security fencing around the reservoir, as well as removal of the Hypalon cover and liner, perimeter anchor, overflow and inlet/outlet piping, and other existing ancillaries. Then the existing earthen embankment would be removed/regraded, and the

surrounding existing sloped basin walls would also be vertically cut to provide the area to construct the new fixed wall storage tank. That excavated material would be evaluated, screened and sorted for potential use as fill material to build-up the planned higher grade needed to raise the tank bottom elevation.

Because of the planned size of the new tank it is anticipated that cost of construction economics will dictate that the tank would be constructed of post-tensioned concrete. Telemetry shall be provided at the site to allow full SCADA remote control and monitoring of all major functions of the site, along with local control to be provided an operator control screen connected to the RTU. Communications would be by radio using the District's existing 173 MHz radio network. Control and alarms for system components would have remote capability from the District's Central SCADA Operations Center located at the Peterson Water Treatment Plant.

Security improvements and security measures are anticipated for this project and will be implemented as part of the design. Security and safety measures are expected include perimeter fencing improvements as necessary to ensure controlled site and tank access, secure ladder systems, roof railing, tank access davit, and other standard measures. Provisions for security cameras and intrusion alarming will also be incorporated into the design.

It is expected that the tank design will provide for adequate mixing to ensure that the chlorine residual is maintained and there are no dead zones within the tank. To ensure adequate mixing of the stored water, along with an appropriate inlet/outlet design, a mechanical mixer is anticipated to be part of the tank design. The design should also include a series of sample ports at several elevations such that District Operations Personnel can collect representative water samples for testing.

The existing site relies on a solar powered telemetry system, and the planned project is expected to provide a PG&E power service in combination with a solar powered system for normal energy saving and loss-of-line-power operations. Due to the relatively high power requirements for site lighting and other ancillaries (such as mixer motor) the solar power system is expected to only be used for the SCADA control and monitoring system. Because of its existing location being on top of the reservoir embankment, it will be necessary to re-locate the existing telemetry station and the existing solar panels to a new, Operator accessible location onsite. A power conduit has already been installed to the border of the reservoir site. This planned tank project will result in the completion of the PG&E power service drop, metering and disconnect facilities, and cabling from the service drop to the new tank site facilities. Site lighting will also be provided at several onsite locations for Operator use and safety.

In general, the primary goals for the selected firm for this project will include:

- Reviewing the existing facilities and site-related documents and incorporating the pertinent information into the design process.
- Reviewing and validating the previous storage capacity analysis and conceptual design as developed for the Retail Master Plan.
- Providing necessary geotechnical investigations, evaluations and reports.
- Prepare a Technical Memorandum summarizing the design recommendations covering at a minimum the recommended site improvements, geotechnical determinations, tank dimensions, materials of construction, piping, mixing, security, monitoring, corrosion control, electrical, preliminary cost estimate, and other aspects of the facility design.
- Identifying required permits and agency approvals, and assisting with the preparation of the necessary documentation and permitting for the project including but not limited to biological, cultural, noise, equipment, air quality, and CEQA/NEPA environmental documentation.

- Completing the final design and construction plans and specifications as necessary to provide a complete set of biddable construction documents.
- Providing technical support during the construction bid phase including assisting with the pre-bid meeting, and responding to questions from bidders.
- Providing engineering services during construction including attending construction meetings, reviewing and responding to contractor submittals and RFIs, and preparing record drawings.

Optional tasks that the District will decide on awarding after the design is ready for bidding would include administering the construction contract for the project including construction management and inspection.

Coordination between the selected consultant and District Operations and Engineering Personnel will be required to successfully accomplish the scope of this RFP.

AVAILABLE INFORMATION

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

- Kokila Tank Site and Pipelines, Contract No. 8301 - As-Built drawings of the existing Kokila Reservoir site and facilities.
- Kokila Tank Site & Pipelines, Contract No. 8301 – Construction Technical Specifications.
- Topographical Survey – An aerial topography performed in 2019 for the existing Kokila Reservoir site. (Can be provided to the selected consultant in AutoCAD.)
- Kokila CEQA Negative Declaration – District BOD Resolution 82-312 dated 8/25/82 with attached Environmental Impact Report.

FUNDING COMPLIANCE

The District has applied for funding assistance for this project under the Drinking Water State Revolving Fund Program (DWSRF). The Consultant shall perform the work for this project in accordance with, and develop the Contract Documents as necessary to ensure compliance with the DWSRF and legal requirements, including, but not limited to, the State Environmental Review Process, Davis Bacon provisions, and other legal requirements for contracts and subcontracts, DBE and apprenticeship program compliance, and required wage determination requirements, as applicable.

SCOPE OF WORK

The engineering firm selected for this project will be required to provide equipment, materials, and labor to complete the following services:

1. Gather and review available information including previous studies in the vicinity of the project, geotechnical reports, existing design documents, environmental reports, drawings, maps, and photographs. This work item also includes conducting interviews with District staff to obtain background information and design concept and criteria input.

2. Conduct necessary topographic surveys and geotechnical investigations. A topographic survey has already been performed and will be provided to the chosen Consultant, however Consultant shall be responsible for any additional survey information needed.
3. Prepare Technical Memorandum that validates the previous preliminary design from the Retail Master Plan, and identifies recommended changes in the previous analysis, design assumptions and criteria, and cost estimate.
4. Prepare construction documents, complete and ready for bidding.
5. Coordinate and complete necessary environmental documentation. This work task will include providing a project description and figures to the consultants' environmental personnel and incorporating any required mitigation and/or monitoring requirements into the project plans and specifications.
6. Assist District staff with obtaining necessary permits.
7. Assist District staff with construction bidding.
8. Provide engineering services during construction.
9. Optional Task - Act as District Representative for Construction Management and Inspection and Contract Administration.

A brief description of required elements of anticipated work tasks as outlined above are described in greater detail below. Interested consultants are encouraged to develop a scope of work that addresses the District's needs and provides value and innovation. Optional and alternative 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. 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 and follow a project management plan to ensure that the project scope, schedule, and budget are met. Prepare and submit a design schedule that includes milestones/deliverables, external resource needs, review times, etc. Conduct a project kick-off meeting with District staff that includes discussion of the project management plan and schedule, the project work plan, coordination procedures, and technical issues.

The project management task shall include regular contact with District staff to ensure that District decisions and direction are incorporated into the project. At a minimum, the consultant shall assume monthly coordination meetings (virtual) for the project duration. The consultant shall submit monthly progress reports with invoices that include a summary of the work completed by task for the month, key decisions made during the reporting month, work tasks that are the responsibility of the District and its due date, 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 shall also be emailed to the District.

Deliverable(s) for Task 1 include the following:

- Meeting Notes in MS Word.
- Project Design Schedule in PDF.
- Monthly Reports in PDF.

Task 2 – Site Investigations

This task includes the selected firm obtaining all permits, insurance, bonds, and paying all fees, and for required site investigations. Site investigation include the following:

- Supplemental Topographic Surveying.
- Geotechnical Investigation.

Task 2.1 –Supplemental Topographic Surveying

A topographic survey has already been performed and will be provided to the selected firm. However, the selected firm shall be responsible for any additional survey information needed. Each firm shall provide detailed scope of work of proposed for the supplemental topographic surveying in their proposal.

Deliverable(s) for Task 2.1 include the following:

- Topographic survey map in PDF and AutoCAD 2020.

Task 2.2 – Geotechnical Investigation

The selected firm shall perform all geotechnical investigations and evaluations for the new tank and associated facilities included in the Project and prepare and submit draft and final geotechnical reports with findings and recommendations. Each firm shall provide detailed scope of work of proposed geotechnical investigation in their proposal. The geotechnical investigation and findings and recommendations shall be incorporated into the Technical Memorandum.

Deliverable(s) for Task 2.2 include the following:

- Draft and Final Geotechnical Reports in PDF.

Task 2.3 – Corrosion Investigation

The selected firm shall perform all corrosion investigations and evaluations for the new tank and associated facilities included in the Project and prepare and submit draft and final corrosion reports with findings and recommendations. Each firm shall provide detailed scope of work of proposed corrosion investigation in their proposal. The corrosion investigation and findings and recommendations shall be incorporated into the Technical Memorandum.

Deliverable(s) for Task 2.3 include the following:

- Draft and Final Corrosion Reports in PDF.

Task 3 – Prepare Technical Memorandum

Under Task 3, the selected firm shall review, evaluate, and identify recommended changes to the previous preliminary design in the Retail Master Plan. The selected firm shall prepare a draft and final Technical Memorandum (TM) summarizing the elements of the design. The TM would be anticipated to include and discuss design and construction related tasks, refine the findings, and present the recommendations. At a minimum, the report would be expected to include:

- A description of the project, project objectives, assumptions, and design criteria.
- Summary of site geology and geotechnical findings and recommendations.
- Summary of findings and recommendations for corrosion control and detailed corrosion control and monitoring systems.
- Preliminary Site Plan including proposed piping (i.e. inflow, outflow, drainage).

- Proposed demolition plan and descriptions of demolition aspects for the existing site and facilities.
- Construction considerations including excavation, blasting, trenching, backfilling, compaction requirements, construction equipment requirements, etc.
- Connection details and descriptions for tie-ins at existing pipeline(s) and overflow
- Facility Monitoring and Telemetry.
- Summary of required permits and environmental, biological, and cultural studies, applications and associated documentation.
- A preliminary list of project contract documents including special provisions and technical specifications, and a list of project design drawings.
- Preliminary construction cost estimate.
- Anticipated construction schedule and sequencing plan.

On-site geotechnical investigations will require the consultant to secure any necessary permits. Permit applications may take several weeks to process and the application may need to include a list of personnel that will be on site, an approved safety plan, a work plan with schedule and scope of the investigation, etc. A copy of surveys, and geotechnical tests and reports shall be submitted to the District.

As part of the TM, the selected firm shall also review and determine the environmental and permitting required for the project and identify applicable mitigation measures, and then prepare a mitigation monitoring plan matrix that identifies the parties responsible and timelines for the various permitting and environmental work tasks and any applicable mitigation measures required through project construction.

A meeting with District staff shall be provided to review the draft TM and other information presented. The consultant shall receive, discuss and incorporate comments prior to issuance of the final TM.

Draft reports and final reports will be submitted in Adobe Acrobat (.pdf, unlocked and printable) format.

Deliverable(s) for Task 3 include the following:

- Draft and Final Technical Memorandum in PDF.

Task 4 – Prepare Construction Documents

The selected firm will develop detailed design drawings and construction specifications suitable for bidding for this project. Construction documents shall incorporate regulatory and District design and construction standards as appropriate and the District's standard bid forms, construction contract, and General Conditions. Plans shall be prepared using a District approved title block and sheet numbering convention suitable for a full-size (22" x 34") printing format. Plans and specifications shall be submitted to the District for review and approval at the 60%, 90%, and 100% design stages, prior to preparing the final set ready for bidding. The 60% design submittal shall include supporting documents (such as final geotechnical reports, topographical surveys, corrosion report, etc.). An updated/refined engineer's cost estimate will be submitted with each design submittal for District review.

The 60% submittal shall at a minimum include fairly complete drawings and specifications, a construction schedule and sequencing plan, an outage plan (as may be required), and a cost estimate. The 90% submittal shall include essentially complete plans, specifications and a cost estimate, all considered to be essentially complete with the exception of incorporating the

pending District review comments. The 100% submittal shall essentially be the ready-to-bid set of drawings and specifications, with this submittal intended to provide an opportunity for the consultant and the District to address any remaining questions or design-related items and to provide for any final review comments.

Electronic copies of drawings, specifications, supporting documents and engineer's cost estimate shall be provided with each submittal for staff review. A technical review meeting shall be held after each submittal to discuss District comments. Plans, specifications, and supporting documents shall be provided electronically in AutoCAD, Microsoft Word and other approved formats. Printable versions of the plans, specifications, and other documents shall be submitted in Adobe PDF format. Cost estimates shall be provided in Microsoft Excel and PDF. Electronic files shall be submitted on a USB Drive or other District approved means.

Deliverable(s) for Task 4 include the following:

- Equipment lists in MS Word and PDF.
- Construction Schedules in PDF
- Construction Sequencing Plan in PDF
- Outage Plan in PDF
- 60%, 90%, and 100% plans in 22x34 PDF
- 60%, 90%, and 100% specifications in MS Word and compiled PDF.
- Bidding plans in 22x34 PDF.
- Bidding Specifications in compiled PDF.

Task 5 – Environmental Compliance and Permitting

The selected firm shall be responsible to ensure that environmental compliance and permitting are addressed during the design stage of the project. Proposing firms shall determine the necessary and required permits and environmental work tasks and documentation that will need to be accomplished, and incorporate those requirements and costs into their proposal. The selected firm shall complete necessary permitting and environmental tasks under the design contract. The engineering firm, or its sub-consultant, will be expected to coordinate and complete any required applications and necessary permit or environmental documentation. The District will coordinate and will take the lead on submitting permit and environmental applications and documentation to the appropriate regulatory entities.

The District is required to submit an Environmental Package to the State Water Resources Control Board as part of the funding assistance the District has applied for under the Drinking Water State Revolving Fund Program (DWSRF). The Consultant will be responsible to assist the District with the preparation of the Environmental Package to ensure that permitting and environmental compliance requirements are satisfied.

For the purposes of providing a scope of services and Consultant fee for this task, the following environmental documents, studies, permits, agreements, and activities should be anticipated and included as Scope of Work in the proposal:

1. Documentation for compliance with the Clean Air Act – Provide staff to complete the estimation of operational air emissions expected during the construction phase for submittal to the SWRCB, and a written determination if the Project is, or is not subject to a General Conformity determination.
2. Biological Report/Assessment – Prepare a project-level biological report/assessment prepared by a qualified professional biologist that includes an up-to-date field survey and species list information analyzing the project's direct and indirect impacts on special status species in the project area. And provide a written determination as to if the project involve any direct or indirect impacts from construction or operation activities that

may affect federally listed threatened or endangered species, or their critical habitat, that are known or have a potential to occur on the project site, in the surrounding area, or in the service area. And if there is an impact then provide a written plan with the mitigation measures that will be implemented to reduce or eliminate these impacts.

3. Official Floodplain Map – Obtain a copy of the appropriate map and submit to the District for the District to provide as a supplemental submittal to SWRCB.
4. List of Migratory Birds and Impact Determination (This task may be included in the Biological Report/Assessment) – Research and prepare a list of migratory birds, and a written determination as to if the project will, or will not impact protected migratory birds. And if there is an impact then provide a written plan with the mitigation measures that will be implemented to reduce or eliminate these impacts.
5. Wild and Scenic Rivers Impact (This task may be included in the Biological Report/Assessment) – Research and prepare a written determination as to if the Project will, or will not impact a wild and scenic river.
6. National Historic Preservation Act (NHPA) Compliance Determination – Conduct the research and provide a written determination as to if the project is a type of activity that does or does not have the potential to cause effects to historic properties. [Note – In the event that the determination concludes that there will be an impact then the District and Consultant shall negotiate a contract amendment for the preparation of a Historic Properties Identification Report (HPIR) to comply with the National Historic Preservation Act (NHPA) to meet the SWRCB requirements.]
7. Attendance and presentation at an agency Project Coordination meeting – Assume one half-day meeting with a regulatory agency to discuss and resolve any permitting or environmental compliance items as listed above.

For the purposes of preparing the Proposal for the Project, the responding firms shall provide separate line items in the Cost Proposal to identify the estimated costs for each of the permit and environmental tasks identified above. And if the Consultant expects that there will be any additional permitting or environmental compliance related tasks then those should be identified as additional scope items beyond the RFP listed tasks with an associated estimated costs for those additional items.

Deliverable(s) for Task 5 include the following:

- Permits, as required.
- Environmental Documents, as required.

Task 6 – Construction Bidding Services

The selected firm will be responsible for assisting the District with the following tasks:

1. Attend the pre-bid meeting, take notes (to be provided to the District), and provide support to the District's Project Manager with responding to questions as necessary.
2. Prepare responses to bidder's inquiries during bid period.
3. Prepare bid addenda.
4. Prepare an original reproducible set and an electronic set of conformed "Issued for Construction" specifications and drawings as directed by District.

Deliverable(s) for Task 6 include the following:

- Pre-bid meeting notes in MS Word and PDF.
- Addenda in MS Word and PDF.

- Conformed Drawings in 22x34 PDF format and AutoCAD 2020.
- Conformed Specifications in MS Word and PDF.

Task 7 – Construction Support Services

Consultant shall provide construction support services as described below:

1. Attend the pre-construction meeting and progress meetings. The Consultant shall attend regularly scheduled construction meetings, including the preconstruction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, a total of 35 meetings may be assumed.
2. Review selected contractor submittals for conformance with the design drawings and specifications. The Consultant shall review all material submittals and shop drawings as required by the Special and Technical Provisions. For cost estimation, a review of up to 75 submittals may be assumed.
3. The Consultant shall respond to Request for Information (RFI) from the contractor when called for by the District and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to 35 RFIs may be assumed.
4. Prepare record drawings of final project depicting as-built conditions following construction from mark ups by the contractor and resident engineer.

Deliverable(s) for Task 7 include the following:

- Submittal comments in MS Word and PDF.
- RFI responses in MS Word and PDF.
- Contract Document changes (Drawings in 22x34 PDF and Specifications in MS Word and PDF).
- Record Drawings in 22x34 PDF and AutoCAD 2020.

Task 8 – OPTIONAL - Construction Management and Inspection Services

If approved by the District, and the consultant, a contract amendment will be negotiated and issued and the selected firm will act as the District's representative and will oversee construction that takes place. The following tasks at a minimum are anticipated to be required:

- a. Coordinate and conduct a pre-construction meeting.
- b. Review contractor submittals for conformance with the design drawings and specifications.
- c. Provide construction inspection and QA/QC testing (assume at least 1 full time person to be onsite during construction).
- d. Monitor compliance with permit conditions and environmental mitigation measures on behalf of the District.
- e. Issue field memos and clarifications as required.
- f. Review and assist the District with negotiation of change order requests with the contractor and provide recommendation to District staff for change order disposition.
- g. Review construction contractor billings, verify pay quantities and provide approval recommendation to District staff.
- h. Provide construction schedule review and monitor project progress.

- i. Keep District staff informed of project status. Level of effort should be assumed as weekly progress meetings. Prepare agendas and minutes for progress meetings and distribute.
- j. Maintain daily inspection records and other necessary documentation during construction.
- k. Resolve conflicts caused by varying site conditions or discrepancies in contract documents.
- l. Coordinate special inspections, materials testing, and special testing as required.
- m. Assist in start-up and commissioning operations, provide support as needed to document and resolve issues, attend and document all contractor walk-throughs, final inspections, final testing and demonstrations.
- n. Prepare record drawings of final project depicting as-built conditions. Record drawings shall be provided as two full-size bond paper copies, two half-size bound bond paper copies, on reproducible mylar and electronically in AutoCad (with supporting files) and in printable high resolution Adobe PDF format.
- o. Review and comment on contractor submitted operation and maintenance manuals, organize and deliver 6 bound hardcopy sets to the District, as well as a PDF electronic copy on CD, DVD, or USB Drive, upon District review and approval.

Consultant's technical and cost proposals shall include this optional scope of work, and shall clearly state the assumptions used to develop the scope of work and budget requirement, including construction duration, staffing level, special inspection requirements, etc.

OVERALL PROJECT SCHEDULE

Because of the poor condition of the existing Hypalon liner and cover material, as well as timing constraints for other capital improvement projects, this design and construction project will be on a fairly aggressive schedule. The key schedule milestones are provided below for consultant reference.

Completion of Design	By End of January 2022 (6 months)
Construction Bidding & Award	By End of March 2022 (2 Months)
Completion of Construction	By End of March 2023 (12 Months)

PROPOSAL REQUIREMENTS AND CONTENTS

Proposals submitted for this project are to follow the outline described below and must address all requested information in the RFP. 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, workplan personnel, etc., along with a separate detailed line-item cost proposal section. Proposals shall be submitted in two separate sections; a Technical Proposal section, and a Cost Proposal section. The proposal package as submitted shall include a cover letter to be signed by an official authorized to bind the consulting firm and shall expressly state the proposal is valid for 90 days.

Technical Proposal:

In a sealed envelope as a separate document to your Cost Proposal, provide 5 copies of a Technical Proposal, along with a printable full version of the Technical proposal in Adobe PDF format. The Technical Proposal shall include the following sections:

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 and similar past projects worked on by the project team members, along with the years those projects were done. Include only projects completed by key team members proposed for this project. Identify which team members participated in each of the past projects along with their role and responsibility. 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 detailed 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 construction phase of the project completed per the overall project schedule information provided in a separate section of the RFP (below).

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.

Section 9 Project Alternatives (2 pages max.)

Provide discussion on methods that could be used to expedite the project. Include the amount of time that could be saved beyond the existing proposed schedule completion date along with associated project cost impacts.

Appendix (Consultant Choice)

The consultant has the option if they so choose to include details on representative projects, alternatives, and/or resumes in the appendix section(s) attached to the Technical Proposal.

Cost Proposal:

Section 9: Staff Estimate and Cost Proposal

As a separate document to your Technical Proposal, provide an electronic copy of a Cost Proposal listing the cost for each task and sub-task. The Cost Proposal shall provide an itemized breakdown of all services to be provided, the personnel that will be assigned to each task, 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	June 17, 2021
Pre-proposal meeting (1:30 PM)	June 29, 2021
Questions Due (3:00 PM)	July 6, 2021
Proposals Due (3:00 PM)	July 13, 2021
Screening and Ranking	July 14 – July 16, 2021
Consultant Interviews (if needed)	July 19 & 20, 2021

Firm Selection	July 20, 2021
Board of Directors Approval	July 28, 2021
Notice to Proceed	July 30, 2021

A **mandatory** pre-proposal meeting will be held beginning at 1:30 PM on June 29, 2021 in the District's Board room. The purpose of this meeting is to answer questions related to this project. Firms are limited to two attendees at the meeting and shall provide their name to the District's representative (Andrew Pierson, apierson@sjwd.org) no later than 3:00 PM on June 28. Current COVID-related safety protocols will be followed by all persons attending the meeting.

Questions regarding proposal requirements or the required scope of work shall be submitted in writing (email) to the District representative prior to the date and time indicated above. This is to allow sufficient time to distribute questions and answers to all prospective firms. No questions will be answered by telephone.

SELECTION OF CONSULTANT

A selection committee for the District will review all proposals and rank them 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 during the week of July 19, 2021. The 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
 Attn: Andrew Pierson
apierson@sjwd.org

The deadline for submittal is 3:00 PM on July 13, 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 STANDARD CONSULTANT CONTRACT

**SAN JUAN WATER DISTRICT
PROFESSIONAL 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 in a written amendment to this Agreement 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 subsection 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 deleted 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

[This section may be deleted if the value of the Work is less than \$10,000.]

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

[This section may be deleted if the Work will not involve the preparation of Work Product (as defined below) by the Contractor.]

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

[This section can be deleted 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

[Note: if subsections 9.2 through 9.4 are all deleted and only subsection 9.1 remains, the subsection number and subsection title should be deleted and the text moved up to come immediately after the section title.]

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

[This subsection may be deleted if the Work will not involve the performance of any pre- or post-construction work, as defined below.]

9.2.1. Applicability. This subsection 9.2.1 applies if the Work includes 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 subsection 9.2.1 applies only to workers performing the pre-construction and post-construction 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 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: _____

9.3. California Labor Code Compliance for Maintenance of Public Facility, Plant or Structure.

[This subsection may be deleted if the Work will not involve the performance of any maintenance work, as defined below per DIR regulations.]

9.3.1. Applicability. This subsection 9.3.1 applies if the Work includes “maintenance” work. “Maintenance” means (a) 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, (b) 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 (c) landscape maintenance. “Maintenance” excludes (a) janitorial or custodial services of a routine, recurring or usual nature, and (b) 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 subsection 9.3.1 applies only to workers performing the “maintenance” work.

9.3.2. Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, keeping and retention of payroll records, and other prevailing wage and related requirements as may be required by the Labor Code section 1771 and applicable state regulations. 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 section 1775, 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 Work done under this Agreement in violation of the Labor Code, and (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.

9.3.3. If 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: _____

9.4. ***[This subsection may be deleted 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 consultant 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 subsection 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 minimum limits of insurance:
[The general liability and automobile coverage limits may be adjusted depending on the Work's overall risks, cost and complexity.]

Type	Limits	Scope
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

P.O. Box 2157

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]