

SAN JUAN WATER DISTRICT

SCADA Master Plan

INTRODUCTION AND BACKGROUND

The San Juan Water District (District) is seeking proposals from qualified consultants (Respondents) to create a SCADA Master Plan. The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the Respondent to perform the work or provide services described in this RFP.

San Juan Water District is located in Granite Bay, CA and treats and delivers drinking water to retail and wholesale customers within portions of both Placer and Sacramento Counties. The District currently uses Wonderware 2014 R2 Software for its SCADA server platform. All SCADA servers are virtualized. The District has approx. 30 Human Machine Interface's (HMI) connected via thin clients using Thin Manager v9 software. The District maintains 48 Allen-Bradley Programmable Logic Controllers (PLC), 20 Remote Terminal Unit's (RTU), and 35 radios.

OVERVIEW

The objective of this project is to develop a framework and action plan to achieve a reliable and comprehensive SCADA Master Plan for San Juan Water District. The action plan should incorporate a 7 to 10 year planning horizon.

Decisions concerning the recommended SCADA design will be made based on overall value. New technologies that can reduce labor costs and overall cost of ownership should be considered. However, investment considerations will include demonstrated successful installations at similar facilities as well as technological advances and history as a means of minimizing risks associated with avoiding costs related to technology obsolescence. Nonproprietary technologies are preferred.

INFORMATION TO BE PROVIDED BY DISTRICT TO SELECTED CONSULTANT

- Tours of the District Facilities
- SCADA Projects Currently Underway
- Software Information (SCADA)
- Hardware & Server Information

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SCOPE OF WORK

Interested consultants are encouraged to develop a plan that addresses the District's needs while providing flexibility, reliability and security. It is anticipated it will entail at a minimum, the following steps:

- A. Assessment
- B. Goal and Metric Identification
- C. Development of the Implementation Plan
- D. Completion/Delivery of the Master Plan

The final plan document(s) should include the following:

- Comprehensive SCADA standards document to provide current and future SCADA staff and vendors a guide for consistent integration for all components that comprise SCADA including all PLC I/O.
- SCADA Governance: Organizational chart, policies, procedures, standards and levels of service required to effectively manage the development and maintenance of SCADA assets including change management, revision control,
- Comprehensive change management plan with revision control for documentation and programming.
- Disaster recovery plan
- Hardware redundancy requirements (e.g. PLC and radio hot standby)
- Hardware standardization and lifecycle management plan IAW industry best practices and current technology trends.
- SCADA cybersecurity plan and standards IAW Department of Homeland Security Best Management Practices.
- Ongoing maintenance requirements including staffing, support, and training required, licensing and associated cost estimates.
- Discussion of future approaches to SCADA that are forward looking and consider SCADA technological trends over the next 7 to 10 years including PLC's, RTU's, and internal and external communication pathways and communication mediums.
- Identify a minimum of three recommended projects to improve or modernize SCADA.

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. Fully describe any exceptions to the anticipated scope as outlined in the RFP. Identify information needs or work that the consultant expects to be completed by District staff.

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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. The consulting firm selected for this Project will be required to provide the necessary equipment, materials, and labor to complete the following services.

Project Management

The project shall include a work plan submittal, progress reporting, scheduling, office administration, meetings, general correspondence, and invoicing. Regular contact with District staff shall be maintained to incorporate decisions and suggestions regarding the direction of the project.

Monthly status reports shall also be emailed to the District. These monthly status reports shall be supplemented with regular telephone calls to the District as required to discuss the status of on-going work efforts and outstanding issues. Invoices shall include a detailed summary of tasks completed during the period and include any amended changes in scope and/or fee.

The Consultant shall budget for a kick-off meeting upon execution of the Contract. The consultant shall prepare meeting agendas, minutes, and support presentation materials for all meetings, including workshops and shall provide the meeting minutes to the District within five working days following the meeting.

Quality Assurance

The consultant shall provide the services of senior-level staff persons with applicable 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.

Master Plan Report

Project Overview

Provides a general background for the project and defines the approach used in developing the Master Plan.

Analysis of Existing Infrastructure

Provides an overview of the existing SCADA System including its governance and security.

Requirements

Outline the functional requirements of the future SCADA system upgrades and enhancements.

Recommendations

Summarize the alternatives available based on identified requirements and make recommendations in the Districts best interest. Pros and Cons for the alternatives should be identified. Recommended projects will be identified as:

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- Short-Term Projects – (6-12 mos.) provide quick improvements to system operations or standards for use in longer term projects.
- Long-Term Projects– (greater than 12 mos.) these projects can be initiated independently despite dependencies.
- Future Projects– Projects that designate both short-term and long-term projects as dependencies and are therefore unable to be defined at this time.

All projects should include an Overview, Prerequisites and Dependencies, Work plan, Schedule, and Estimated costs.

Project Schedule

Provide an overall schedule for all short-term and long-term projects.

The Consultant will prepare a final report compiling all of the information obtained for submission to the District. An electronic copy of the draft and final SCADA Master Plan shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2010 or newer) in addition to 5 printed copies.

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.

Section 1: Project Overview

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

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.

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Section 3: Project Team & Experience

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.

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 three 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 4: 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.

Section 5: Conflicts of Interest & Proprietary Information

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 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.

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 6: 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 7: Staff Estimate and Cost Proposal

In a sealed envelope as a separate document to your Technical Proposal, provide 5 copies of 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, technical, drafting, and support personnel hours. The name of team member shall be included in the column headings of the spreadsheet.

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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 Release - **Tuesday, October 2, 2018**
Mandatory Pre-Proposal Meeting – **Monday, October 15, 2018 @ 9:00 a.m.**
Requests for Clarification due - **Friday, October 19, 2018, 3:00 p.m.**
Proposal Due Date - **Friday, November 9, 2018 @ 1:00 p.m.**
Anticipated Final Selection - **Wednesday, November 21, 2018**
Est. Project Start - **Monday, December 3, 2018**

Attendance at the pre-proposal meeting is **Mandatory**. The District will not provide separate meetings regarding this project or individual site visits during the proposal period. Questions regarding proposal requirements or the required scope of work must be received in writing (letter, fax, or email) on or before 3:00 p.m. October 19, 2018. This is to allow sufficient time to distribute questions and answers to all prospective firms. Address written questions to:

San Juan Water District
9935 Auburn Folsom Road
Granite Bay, CA 95746
Attention: Chris von Collenberg
cvoncollenberg@siwd.org
Telephone: 916-791-6915
Fax: 916-791-6965

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.

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- ◆ Options, cost or schedule benefitting ideas and innovations (beyond the firms response to the RFP)
- ◆ Experience and qualifications of the project manager, key personnel, and sub-consultants and their respective firms.
- ◆ Responsiveness to the RFP.
- ◆ 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 proposed project manager must be present at the interview; up to four 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 five (5) bound copies of their proposal to:

San Juan Water District
9935 Auburn Folsom Road
Granite Bay, CA 95746
Attention: Chris von Collenberg

The deadline for submittal is 1:00 P.M. on November 9, 2018. 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.

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EXHIBIT A – CONSULTANT 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.

a. 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.

b. 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.

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a. 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.

b. 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. 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.

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.

a. 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

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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.

b. 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.

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

a. 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

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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.

b. 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.

c. 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.

d. 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.

a. 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

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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.

b. Pre- and Post-Construction Related Work.

(1) Applicability. This subsection (b) applies if the Work includes labor performed during the design 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 (b) applies only to workers performing the pre-construction and post-construction work.

(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.

(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: _____

c. Maintenance of Public Facility, Plant or Structure.

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(1) Applicability. This subsection (c) 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 (c) applies only to workers performing the “maintenance” work.

(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.

(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: _____

d. ***[This paragraph 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.

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10. Indemnification.

a. 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.

b. This subsection (b) 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 & \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	Statutory limits	
Employers’ liability	\$1,000,000 per accident	

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Professional liability*	\$1,000,000 per claim	
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*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor or attorney.

a. 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.

b. 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. 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.

13. 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

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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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:

REQUEST FOR PROPOSAL (RFP)
SAN JUAN WATER DISTRICT
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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.

20. 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: _____

REQUEST FOR PROPOSAL (RFP)
SAN JUAN WATER DISTRICT
SCADA Master Plan

By: _____

[Name]

[Title]

[Name of Contractor]:

Dated: _____

By: _____

[Name/Title]