

REQUEST FOR PROPOSALS (RFP)
SAN JUAN WATER DISTRICT
CMMS DESIGN GUIDE AND CMMS PLATFORM
OPTIONS EVALUATION

INTRODUCTION AND BACKGROUND

The San Juan Water District (District) is seeking proposals from a qualified firm to create a Districtwide Computer Maintenance Management System (CMMS) Design Guide and to evaluate and compare the District's CMMS program and other CMMS platforms suitable for District operations to determine the best fit for the District.

The District is located in Granite Bay, CA and treats and delivers drinking water to retail and wholesale customers within portions of Placer and Sacramento County. Attachment 1 shows the District retail boundary and pressure zones and Table 1 provides generalized information on the District.

Description	Value
Population	29,536
No. of Connections	10,632
No. of Employees	47
No. Pump Stations	9
No. of Reservoirs/Tanks	4
No. of Valves	4,698
Miles of Pipe	206
Conventional Water Treatment Plant Capacity	150 MGD
CMMS Assets Recorded (Approximately)	26,783
2017 Work Orders Completed (Approximately)	5,715

The District's current CMMS Program is Maintenance Connection for asset management. The current system was implemented in 2006, primarily for the distribution system and pump station asset management. In 2012, the system was expanded to include assets at the District's water treatment plant. An official management strategy or Design Guide has not been completed to date, and that has caused differences in asset, maintenance and data management in the system. The goal of this project is to develop a uniform operation related to CMMS and determine if the District's current CMMS program is best for District operations.

OVERVIEW OF PROJECT OBJECTIVES

There are two main goals of the project:

1. Develop an CMMS Design Guide for Districtwide Operations, and
2. Evaluate CMMS Platform Options compared to Maintenance Connection to determine best fit for the District.

CMMS Design Guide

The Design Guide shall define a uniform process for tracking/managing equipment, facilities, maintenance programs, work orders, procedures, safety elements, labor time, and the ability for predictive maintenance tracking within CMMS. Early in the process, the Consultant will meet and conduct workshops with the different departments that utilize CMMS to complete a needs analysis and develop a matrix of asset types and information that each department will want managed within CMMS. The departments participating in this evaluation include:

- Conservation
- Customer Service
- Field Services
- Water Treatment
- Finance/Purchasing

Additionally, a District staff CMMS workgroup will be developed for review and comments on the information provided by the Consultant throughout the project.

Each District user has different needs related to CMMS which will be addressed in the Design Guide. The Consultant will collect information and visit the District facilities to understand the District processes and management needs. Based on the interviews and site visits, the Consultant will develop asset trees for the different facilities throughout the District. These asset trees shall define the structure that will be used in the CMMS program. This information shall be compiled into Technical Memorandum (TM) #1.

Based on the information gathered above, the Consultant will compile the critical information for each asset/procedure types that will be recorded/tracked in CMMS. This may include, but is not limited to, maintenance schedules & procedures, asset tracking information, critical inventory, associated documentation (attached files), man hours, critical regulatory reporting information, etc. This information shall be developed and compiled into TM #2.

Upon completion of TM #1 & 2, the Consultant will compile the information into a Design Guide format. This final Design Guide shall provide Staff the information needed for managing all aspects of operations within CMMS as defined in TM# 1 & 2. The Design Guide will be structured and tabbed for easy reference by Staff. The guide shall be broken down in a logical progression based on work tasks, procedures, safety procedures, and operations.

Evaluate CMMS Platform Options

Consultant shall research and complete an evaluation of different CMMS programs that are on the market, including the District's current CMMS program, Maintenance Connection, and develop a comparison of the programs based on District needs and cost. The Consultant shall draft TM #3 that rates the different programs on the defined baseline criteria.

Information to be compared between the programs include, but are not limited to:

- Asset Management Ability
- Document and Photo Upload Capabilities
- Functionality & Ease of Training

- Reporting Functions (built-in and custom)
- Capability with other District system software
 - o Finance, GIS, Customer Service, Hydraulic Model, SCADA
- Ability to manage vertical and horizontal assets
- Ongoing maintenance and needed resources to maintain and grow capabilities
- Staffing and Administrator Needs (Labor time requirement)
- Initial and Annual Costs
- IT requirements
- Mobile platform capabilities
- Security and Permissions Capabilities

Based on the information from TM #3, the CMMS Workgroup will identify three (3) to five (5) CMMS program providers to come to the District to present their systems to the Workgroup. The Consultant will coordinate and facilitate these meetings for the Workgroup.

Upon completion of the presentations and based on the discussion and compared information above, the presented programs will be ranked for consideration. The information from this exercise and conclusions shall be compiled in TM #4.

The Consultant will prepare a final report compiling all of the information obtained for submission to the District.

INFORMATION TO BE PROVIDED BY DISTRICT TO SELECTED CONSULTANT

- Tours of the District Facilities
- Breakdown of District Functions
- Software Information (Finance, GIS, CIS, SCADA)
- Hardware & Server Capabilities

SCOPE OF WORK

Interested consultants are encouraged to develop a scope of work that addresses the District's needs and provides value and innovation. Optional tasks recommended by 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. 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.

Task 1 – 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.

Weekly status reports shall also be emailed to the District. These weekly 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 (listed below), and shall provide the meeting minutes to the District within five working days following the meeting.

Task 2 – 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.

Task 3 – CMMS Needs Interviews and Site Tours

The Consultant will meet with the different departments individually that utilize CMMS to complete a needs analysis and develop a matrix of assets and information that each department may want managed within CMMS. The Consultant shall assume that all interviews will occur over a two (2) day period. The departments participating in this evaluation include:

- Conservation
- Customer Service
- Field Services
- Water Treatment
- Finance/Purchasing
- IT
- Engineering

District will identify staff that will participate in the CMMS workshops to review and comment on the information and deliverables provided by the Consultant throughout the project.

The Consultant shall attend a tour of the District facilities to evaluate and understand the District operations, facilities, and CMMS management needs. Consultant shall assume that the tour will be completed over two (2) days. If the Consultant anticipates needing additional time at the sites, make it clear in your proposal the estimated time needed and the anticipated goals of the additional visits.

Based on the interviews and site visits, the Consultant will develop a hierarchy system that delineates how to define and structure the District's asset trees for the different facilities throughout the District. This hierarchy system shall define the structure that will be used in the CMMS program.

Information gathered above shall be compiled into Technical Memorandum (TM) #1 and provided to the District for review and comment. A meeting will be scheduled with the Workgroup to discuss comments. Based on the comments and discussion, TM #1 will be updated and finalized for submission to the District.

An electronic copy of the draft and final technical memorandum(s) shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2007 or newer).

Task 4 – CMMS Asset and Procedures

The Consultant will define the critical information for each asset/procedure types that will be recorded/tracked in CMMS. This may include, but is not limited to, maintenance schedules &

procedures, asset tracking information, critical inventory, man hours, critical regulatory reporting information, etc.

This Consultant shall develop and compile the information into TM #2. The CMMS Workgroup will review and provide comments. A meeting will be scheduled with the Workgroup to discuss comments. Based on the comments and discussion, TM #2 will be updated and finalized for submission to the District.

An electronic copy of the draft and final technical memorandum(s) shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2007 or newer).

Task 5 – Design Guide Development

Consultant will compile the information from Tasks 3 & 4 into a Design Guide format. This Design Guide shall provide Staff the information needed for managing all aspects of operations within CMMS as defined in TM# 1 & 2. The Design Guide will provide an overview of the asset hierarchy and asset specifics for input into CMMS. The Design Guide will be structured and tabbed for easy reference by Staff. The guide shall be broken down in a logical progression based on work tasks, procedures, and operations. The guide shall also include a cover page, table of contents and executive summary providing direction on how to utilize the guide.

The draft Design Guide will be provided to the CMMS Workgroup for review and comment. A review meeting will be scheduled with the workgroup to discuss comments. The Consultant will compile staff comments and update the report as needed. The updated Design Guide, incorporating District comments, will be issued to the District in final format.

An electronic copy of the draft and final CMMS Design Guide shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2007 or newer). Additionally, five (5) copies of the final Design Guide shall be provided in individual tabulated binders. The binders shall include cover and spine title identification for easy reference of the contents.

Consultant's proposal shall clearly state the assumptions used to develop the scope of work, schedule, and budget requirement.

Task 6 – CMMS Program Evaluation

Consultant shall research and complete an evaluation of different CMMS programs that are on the market and suitable for District operations, including the District's current CMMS program, Maintenance Connection, and develop a comparison of the programs based on District needs and cost.

Baseline information to be compared between the programs include, but are not limited to:

- Asset Management Ability
- Document and Photo Upload Capabilities
- Functionality & Ease of Training
- Reporting Functions (built-in and custom)
- Capability with other District system software
 - o Finance, GIS, Customer Service, Hydraulic Model, SCADA
- Ability to manage vertical and horizontal assets
- Ongoing maintenance and needed resources to maintain and grow capabilities
- Staffing and Administrator Needs (Labor time requirement)
- Initial and Annual Costs
- IT requirements
- Security and Permissions Capabilities
- Mobile platform capabilities

- Data Transfer Capabilities from Existing CMMS (Related to Implementation of a different CMMS program)
- Data Storage Location (External, Internal, etc.)

The Consultant shall draft TM #3 that compares and rates the different programs on the defined baseline criteria. The draft TM will be provided to the CMMS Workgroup for comment and discussion. Comments and recommended changes will be incorporated into the Final TM #3 for submission.

An electronic copy of the draft and final CMMS Design Guide shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2007 or newer).

Task 7 – CMMS Program Presentations

Based on the information from TM #3, the CMMS Workgroup will identify three (3) to five (5) CMMS program providers to come to the District to present their programs. The Consultant shall coordinate and facilitate these meetings.

Prior to the presentations, the Consultant will draft a standard agenda for what the providers should generally be presenting. The Workgroup will be given a chance to review the proposed agenda and make comments for inclusion. The agenda shall be given to the program providers in preparation for the presentation. Meetings will be held in the District Board Room.

Task 7 – CMMS Program Evaluation Report

Upon completion of the presentations, the Consultant will coordinate a Workgroup meeting to discuss the different programs and thoughts of the Workgroup. Based on the discussion and compared information above, the Consultant will rank the presented programs for consideration. The information from this exercise, TM #3 and conclusions shall be compiled in CMMS Program Evaluation Report. The draft report will be provided to the Workgroup for review and comment and, upon inclusion of the comments, the final report will be submitted to the District.

An electronic copy of the draft and final CMMS Design Guide shall be provided in Adobe Acrobat (.pdf, unlocked and printable) and Microsoft Word/Excel (Ver. 2007 or newer).

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.

Technical Proposal:

Section 1: Project Overview (4 Page Limit)

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 Page Limit)

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 & Experience (10 Page Limit)

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 (2 Page Limit)

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 (1 Page Limit)

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 (1 Page Limit)

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

Cost Proposal:

Section 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.

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 mailed	July 20, 2018
Mandatory Pre-Bid Meeting (10:00 a.m.)	August 9, 2018
Final Questions Due (3:00 p.m.)	August 16, 2018
Proposals Due (1:30 p.m.)	August 23, 2018
Screening and Ranking	August 24- 31. 2018
Consultant Interviews (if needed)	September 10-14, 2018
Board of Directors Approval	September 26, 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. August 16, 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: Tony Barela
tbarela@sjwd.org
Telephone: 916-791-6939
Fax: 916-791-6989

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.
- ◆ 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: Tony Barela

The deadline for submittal is 1:30 P.M. on August 23, 2018. Late proposals will not be accepted.

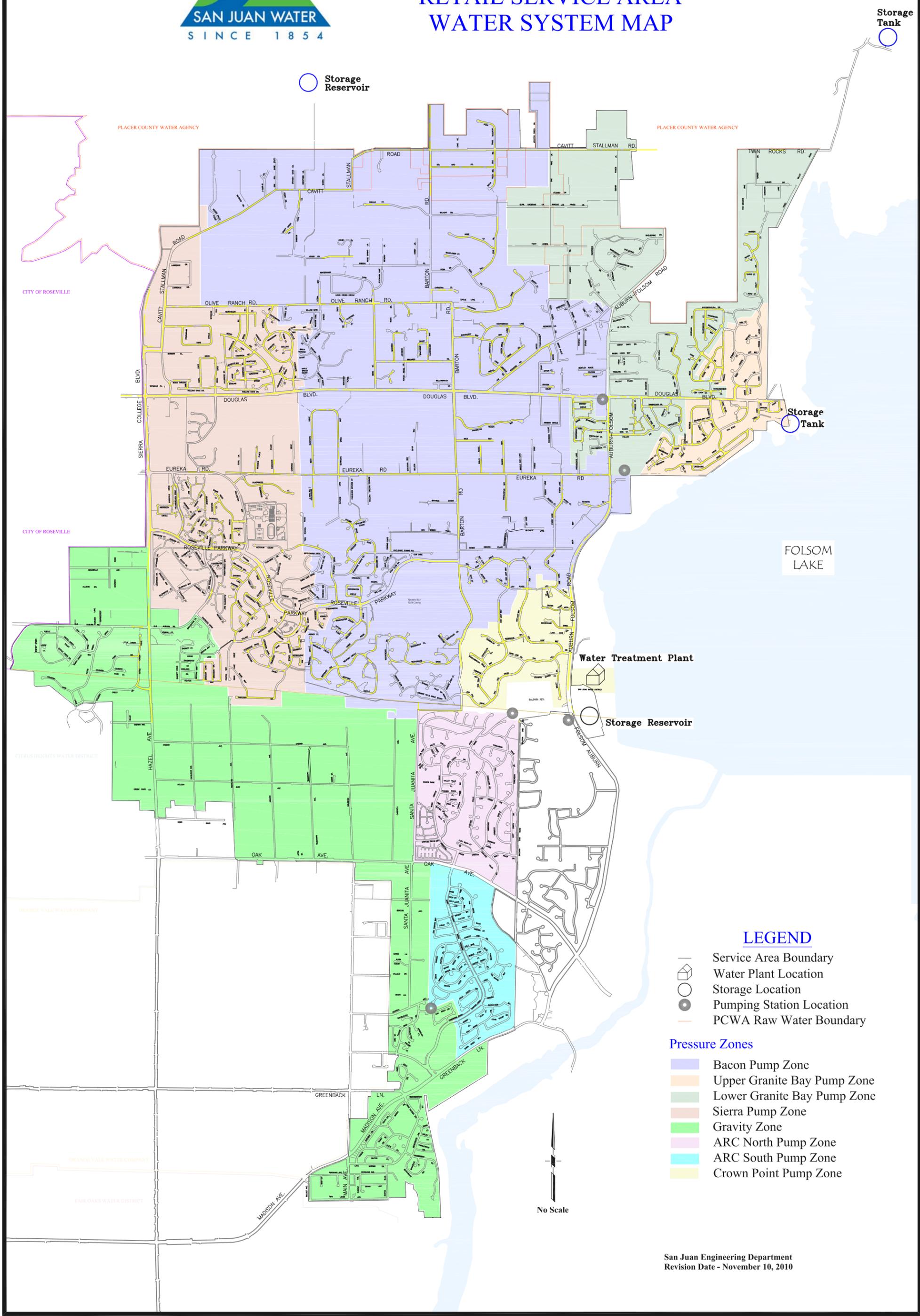
PROPOSAL TERMS

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.

EXHIBIT A – SJWD RETAIL SERVICE AREA MAP



SAN JUAN WATER DISTRICT RETAIL SERVICE AREA WATER SYSTEM MAP



LEGEND

- Service Area Boundary
 - Water Plant Location
 - Storage Location
 - Pumping Station Location
 - PCWA Raw Water Boundary
- Pressure Zones**
- Bacon Pump Zone
 - Upper Granite Bay Pump Zone
 - Lower Granite Bay Pump Zone
 - Sierra Pump Zone
 - Gravity Zone
 - ARC North Pump Zone
 - ARC South Pump Zone
 - Crown Point Pump Zone



EXHIBIT B – CONSULTANT AGREEMENT

**AGREEMENT BETWEEN SAN JUAN WATER DISTRICT
AND _____ FOR SERVICES RELATING TO
CMMS DESIGN GUIDE AND CMMS PLATFORM OPTIONS EVALUATION**

THIS AGREEMENT is made this _____, 20__, in Granite Bay, California, between the San Juan Water District (“District”), a California public agency, and _____, a _____ [*Type of entity*] (“Consultant”), concerning _____ [*Describe project and services to be provided*] (the “Work”). The parties agree as follows:

1. Scope of Work. Consultant shall perform the work described in Exhibit A attached hereto and incorporated herein, and described as follows: _____ (the “Work”). Consultant shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform the Work under this Agreement; and (b) determine the method, details and means of doing the Work.

2. Compensation.

a. In exchange for the Work, District shall pay to Consultant a fee based on Consultant’s actual time and expenses necessarily and actually expended on the Work in accordance with Consultant’s fee schedule, attached hereto as Exhibit B and incorporated herein

b. The total fee for the Work shall not exceed \$_____. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant’s fee shall include all of Consultant’s costs and expenses related to the Work.

c. At the end of each month, Consultant 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), 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 and Termination.

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. Consultant shall 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 Consultant. In the event of such termination, Consultant 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 Consultant’s claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant 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 Consultant’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant’s field.

5. Conflict of Interest. Consultant (including its principals, associates and professional employees) represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant’s services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District’s conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel. Consultant shall not engage in any conduct or other employment or business that would be incompatible with or unreasonably interfere with its obligations under this Agreement, that would create a conflict of interest, or that would reflect unfavorably upon the interests of District.

6. Consultant Records.

a. Consultant 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 charges for services, expenditures and disbursements for the Work for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant 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 State Auditor General for three years following final payment under the Agreement.

7. Ownership of Documents.

a. Every report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by Consultant under this Agreement and provided to District (“Work Product”) shall be the sole and exclusive property of District, and District shall have the perpetual, world-wide right 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 without further compensation to Consultant or any other party. Consultant 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 Consultant shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process.

b. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive, world-wide, 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 Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification.

c. For Work Product provided to District in paper format, upon request by District, Consultant agrees to provide the Work Product to District in an appropriate and usable electronic format (e.g., Word file, Excel spreadsheet, Adobe pdf, AutoCAD file).

8. Compliance with Laws; Safety of Work. Consultant shall perform the Work in compliance with all applicable federal, California, and local laws and regulations, including applicable anti-discrimination and anti-harassment laws, and to give all notices required by any such law or regulation. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses, certificates, and approvals that may be required for it to perform the Work. In accordance with California Code of Regulations Title 13, section 2022.1(g), Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work.

9. Confidentiality of Documents and Information. Consultant shall keep in strict confidence all Work Product and other documents and information provided to, shared with or created by Consultant in connection with the performance of the Work under this Agreement or during its time as a District consultant (collectively “Information”). Consultant shall not use any Information for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Consultant shall not disclose any Information 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.

10. Professional Liability Insurance. Consultant shall maintain professional liability insurance as shall protect against claims based on alleged errors or negligent acts or omissions which may arise from the Work or from Consultant’s operations or performance under this Agreement, whether any such claim is made during or subsequent to the term of this Agreement, and whether such operations or performance be by Consultant or its employees, subcontractors, agents or anyone else employed by any of the foregoing. Coverage is to be endorsed to include contractual liability. The amount of this insurance shall not be less than \$2,000,000 per claim and \$2,000,000 aggregate. Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five years following the completion of the Work. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of Consultant during the course of performing services under the terms of this Agreement. Consultant shall provide to District a certificate of insurance on a form acceptable to the District indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within 10 days after expiration of each policy term. Any deductible or self-insured retention must not exceed \$50,000, unless authorized in writing by District prior to Consultant beginning the Work. The insurance is to be placed with insurers licensed to do business by and in good standing with the California Department of Insurance, with a current A.M. Best’s rating of A:VII or better unless otherwise approved in advance by District.

11. General Insurance.

a. Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type	Limits	Scope
Commercial General Liability	\$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for general liability, blanket contractual liability, bodily injury, personal injury and property damage.	At least as broad as ISO Occurrence Form CG 0001.
Automobile Liability	\$2,000,000 per accident for bodily injury, including death, and property damage.	At least as broad as ISO Business Auto Coverage Form CA 0001 (Code 1, any auto).
Workers' Compensation	California statutory limits.	
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.	

b. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Work/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to District), or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

c. The general liability and automobile liability policies will be endorsed to name District, and its directors, officers, employees, authorized volunteers, and agents, as additional insureds regarding liability arising out of this Agreement using an ISO endorsement form at least as broad as CG 2010 1185 or both CG 20 37 and CG 20 38 04 13 forms (if later revisions used) as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The policies shall contain no special limitations on the scope of protection afforded to District, and its directors, officers, employees, authorized volunteers, and agents.

d. Each insurance policy will be endorsed to state that coverage will not be canceled, except after 30 days' prior written notice to the District (10 days for non-payment of premium).

e. The workers' compensation policy will be endorsed to include a waiver of subrogation against the District and its directors, officers, employees, authorized volunteers, and agents.

f. If Consultant's firm owns no motor vehicles, Consultant agrees to obtain Business Automobile liability insurance in compliance with this Agreement should any motor vehicle be acquired during the term

of this Agreement. Such Business Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (3-06 ed.) Code 1, any auto. Non-Owned and Hired Automobile liability insurance is waived if Consultant's firm does not own any motor vehicles and such coverage is provided by a hired and non-owned auto endorsement to the Commercial General Liability policy described in Section 11(a), above.

g. Consultant's coverage will be endorsed to 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, and District's insurance or self-insurance, if any, will be excess and will not contribute with Consultant's insurance (at least as broad as ISO endorsement CG 20 01).

h. Insurance is to be written on policy forms acceptable to District and be placed with insurers with a current A.M. Best's rating of A:VII or better and that are admitted to do business and in good standing in California, unless otherwise acceptable upon notice to and approval by District. In the case of Workers' Compensation and Employer's Liability Insurance, coverage provided by the California State Compensation Insurance Fund is acceptable.

i. No later than its execution of this Agreement and then annually thereafter, Consultant will provide to District the following proofs of insurance: (a) certificate(s) of insurance evidencing all required coverages under this Section 11 on Acord Form 25 or insurer's equivalent; and (b) additional insured endorsement(s), signed by an insurer representative evidencing the required coverages and endorsements required hereunder. Consultant may not commence the Work until District has approved all insurance coverages and documentation, unless otherwise agreed by District in writing. District reserves the right to review and reject any certificates or endorsements that are not in compliance with this Section 11 and to require Consultant to obtain the appropriate coverages and amendatory endorsements prior to starting the Work.

j. The requirements as to the types, limits, and District's approval of insurance coverage to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, Consultant shall notify District prior to making such changes.

k. Consultant shall ensure that all required insurance coverages are maintained throughout the term of this Agreement. If any of the required coverages expire during the term of this Agreement, Consultant shall deliver renewal certificates and any required endorsements to District at least 10 days before the expiration date.

l. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

m. Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall be approved by District before Consultant commences the Work. At the election of District, Consultant shall either: (1) reduce or eliminate such deductibles or self-insured retentions; or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

n. Consultant shall, upon demand of District, deliver to District such policy or policies of insurance

required under this Section 11 and the receipts for payment of premiums thereon.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall immediately indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its directors, officers, employees, authorized volunteers, and agents from and against any and all actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, and costs (including, without limitation, attorney's, expert witness and consultant fees and expenses, fines, penalties, and litigation costs and expenses) of every nature ("claims" or "claim"), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of Consultant's, or its employees', agents' or subcontractors', negligence, recklessness or willful misconduct arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of District, or its directors, officers, employees, authorized volunteers, or agents (including passive negligence), except if caused by the sole negligence or willful misconduct or active negligence of District, or its directors, officers, employees, authorized volunteers, or agents, or as otherwise provided or limited by law.

b. Consultant's obligations under this indemnification provision shall survive the completion of Work under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this provision. The obligations of this provision shall apply whether or not such insurance policies shall have been determined to be applicable to any claims.

c. By executing this Agreement, Consultant specifically acknowledges that: (1) the duty to defend provided in this indemnification provision is a separate and distinct obligation from Consultant's duty to indemnify District; (2) Consultant shall defend District and other indemnified parties in any legal, equitable, administrative, or special proceedings asserting a claim covered by this indemnity, including any claims under the Americans with Disabilities Act or other federal or state disability access or discrimination laws; (3) Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District, or its directors, officers, employees, authorized volunteers, or agents, in any and all suits, actions, or other legal or administrative proceedings asserting a claim covered by this indemnity and otherwise not barred by subsection (a) of this Section 12; and (4) Consultant shall reimburse District, or its directors, officers, employees, authorized volunteers, or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

13. Subcontractors. No subcontract shall be awarded nor any subcontractor engaged by Consultant without District's prior written approval. Consultant shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in Sections 10 and 11 of this Agreement. Any approved subcontractor shall be covered by Consultant's insurance in accordance with the insurance requirements of Sections 10 and 11 of this Agreement or such subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in Section 11 of this Agreement.

14. Independent Contractor. It is expressly understood and agreed by the parties that Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees, subcontractors,

and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant 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 Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its directors, officers, employees, authorized volunteers, and agents, from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the United States Internal Revenue Service, California Franchise Tax Board or other federal or state agency concerning Consultant's independent contractor status.

15. Entire Agreement. This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between District and Consultant concerning the Work. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

16. Successors and Assignment. This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, and assigns of the parties. However, Consultant agrees that it will not subcontract, assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of District, which shall be given or refused in the District's sole discretion.

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. No Waiver of Rights. Any waiver at any time by either District or Consultant 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 Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

19. Interpretation. District and Consultant each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

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

21. Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this Section 21, to the following persons:

District:

San Juan Water District

Attn: _____

9935 Auburn-Folsom Road

Consultant:

Attn: _____

P.O. Box 2157
Granite Bay, CA 95746
Fax: (916) 791-7361
E-mail: _____@sjwd.org

Fax: (____) ____ - ____
E-mail: _____

If sent by mail, any notice, delivery or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice, delivery or other communication will be deemed to have been given only after it has been confirmed in writing as received. If delivered personally or by commercial overnight delivery service, any such notice, delivery or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or designated representative by giving written notice of the change to the other party in the manner provided in this Section 21.

22. [Section Not Used]

23. Professional Licensing. Consultant represents that it is licensed by the California _____ [*name the relevant professional licensing board*], and that Consultant's license is in good standing and will be kept in good standing during the term of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

SAN JUAN WATER DISTRICT: _____:

By: _____
Paul Helliker
General Manager

By: _____

[Name]
[Title]