

## REQUEST FOR PROPOSALS (RFP)

# SAN JUAN WATER DISTRICT SOLAR FIELD OPERATION AND MAINTENANCE

---

## INTRODUCTION

---

San Juan Water District (District) is seeking proposals from qualified firms to provide operation and maintenance services for the District's solar facility.

San Juan Water District's (District) 750Kw solar facility is located on a 5-acre parcel east of Auburn Folsom Road next to Baldwin Reservoir (See Figure 1). Construction of the solar facility was completed in June 2011.



Figure 1 - San Juan Water District Site

The solar facility is divided into two separate arrays connected to District facilities (See Figure 2). Both Arrays A and B are dedicated feeds to the District's Corporation Yard. The conductors from the Arrays combine at a switchgear located on the District's main site and are then connected to a Pacific, Gas & Electric (PGE) meter at the District's Granite Bay Lower Switchgear. During portions of the day during low demands at the station, the system provides power into the PGE grid.

Since the two arrays provide power to the PGE grid, the District is under a Net Energy Metering Aggregate (NEMA) agreement with PGE. "NEMA", is a special billing arrangement that provides credit to customers with solar photovoltaic (PV) systems for the full retail value of the electricity their system generates. Under NEMA, the customer's electric meter keeps track of how much electricity is consumed by the customer, and how much excess electricity is generated by the system and sent back into the electric utility grid and then applies that power to other meters on the District's site. Currently there are three meters included in the NEMA agreement.

For the first 10-years of the solar operation, the District was under an agreement with the original installer of the facility for maintenance and monitoring of the system. This contract is now expired and therefore the District is seeking proposals from qualified firms to provide these

services. These services include but are not limited to regular maintenance of the inverters, solar arrays, and associated appurtenances as well as monitoring power consumption and providing monthly reports to the District.



Figure 2: Solar Field

---

## OVERVIEW OF PROJECT OBJECTIVES

---

The following represent the primary goals of this project:

- Provide professional technical assistance related to solar facility issues
- Develop website and performance reports
- Daily monitoring and notifications of system issues
- Provide maintenance, inspections and system testing
- Provide annual review of system performance
- Bi-annual module cleaning
- Perform corrective maintenance of the system
- Contract duration period will be three (3) years

---

## SCOPE OF WORK

---

The Contractor to provide, Operation and Maintenance Services at the level as described below. The following, without limitation, are included in Scope of Services:

1. **Contract Duration:** The contract is valid through June 30, 2022, with an option for three, one-year extensions. At the completion of each year, the Contractors quality of work will be

evaluated for completeness and compliance to contract terms. In addition, Contractor will evaluate current pricing for any cost increases.

2. **Solar Facility Monitoring.** Contractor will develop communications between the solar facility and their control operations center. There is a space in the existing panel for installing cellular communications for the Contractor/Consultant's use. The Contractor will not have access to the District's SCADA system and will therefore need their own ability to receive the solar production data from the system.
  - a. Contractor to provide new interconnection diagrams showing the contact/termination points for how they plan to incorporate Cellular communications.
3. **Customer Technical Support Hotline.** Contractor to provide the District a hotline phone number for technical support 24 hours per day, 7 days per week. A list will be maintained by the Contractor with District contacts to receive updates related to solar field activities. Notifications from the Contractor will be via e-mail, phone call, and text depending on issues that arise.
4. **Website Access.** During the Term of the Operations and Maintenance Services, Contractor will provide the District with a customized, password protected, performance tracking website for monitoring the operational and environmental performance of the Project. All data on the website will be updated daily and provided in Microsoft Excel format so that it can be downloaded to the District's network. The website shall permit District staff to query for, display and print performance charts and graphs, and to view historical data from start-up to the present.
5. **Performance Reports.** Contractor will provide annual reports on the performance of the facility. Such reports will include the following information:
  - a. Actual versus expected performance of the solar system for the reporting period with a comparison of performance to a typical weather year.
  - b. Calculation of environmental benefits. Contractor also will provide the District with annual Operations and Maintenance Services records as requested. Optional custom reports can be supplied on a time and material basis.
6. **Daily performance monitoring and notification.** Contractor will provide the following monitoring and notification services:
  - a. Continuous monitoring of the solar facility by experienced solar monitoring technicians.
  - b. Operational status (inverter and system on/off) and actual versus expected performance of solar facility. The solar facility shall be continuously monitored by the Contractor Operations Center's computers and monitoring technicians will automatically receive alerts of system anomalies. Contractor's monitoring technicians will identify and respond to such alerts by contacting the District's administrator and taking such other actions necessary to ensure continued solar facility operations and performance. If a solar facility outage cannot be restored remotely, a Contractor PV technician may be dispatched to correct the problem in the field.

7. **Preventative Maintenance, Inspections and System Testing.** Contractor will provide the following Project preventive maintenance, inspection and system testing functions as part of the Operation and Maintenance Services package:
  - a. IV Curve Tracing on all strings if system performed at less than 95% of expected (weather-adjusted) during the previous year.
  - b. All inverter preventive maintenance required by the inverter manufacturer.
  - c. Check PV modules for damage or defects.
  - d. Visual inspection of array mechanical components, including tracker and PV mounting systems.
  - e. Visual inspection of AC and DC electrical components, including conductors, conduit, connectors, enclosures, fused and unfused disconnects, and switchgear.
  - f. Inverter inspection and check torque on electrical terminations.
  - g. Inverter filter cleaning/replacement.
  - h. Inspect and clean inverter pad/container.
  - i. Check torque on mechanical connections throughout Project.
  - j. Routine monitoring system maintenance and data integrity check.
  - k. Routine Project maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, and other minor maintenance repair work.
  - l. Inspect combiner boxes; tighten connections.
  - m. IR camera testing on 5% sample of array if hot-spots are suspected.
  - n. Inspection of Tracker Controller enclosures and components; tighten connections.
  - o. Lubricate Tracker motors and screwjacks.
  - p. Maintain supports and zip-ties for all conductors.
  - q. Tracker operations tests.
  - r. Site drainage inspection.
  - s. Ground system testing.
  - t. Sensor testing.
  - u. Inverter functional testing.
  - v. Corrosion protection.
8. **Performance Review.** Contractor will conduct an annual Operation and Maintenance Services records review during the Term to ensure the following component performance and to recommend a remedial action plan to the District where applicable:
  - a. Expected vs. actual system production in kWh.
  - b. System availability and recoverable degradation (Performance Index).
  - c. Safety, accidents and environmental reporting issues.
  - d. When warranted, provide a Proposal of Recommended Actions.
9. **Bi-Annual Module Cleaning.** Contractor will clean the PV modules twice per year in March/April and August/September.
10. **Corrective Maintenance.** Contractor's Operation and Maintenance Services shall include the following corrective maintenance services. Items not included under the contract shall be completed on a time and material basis. Contractor to provide a labor rate sheet defining hourly rates for corrective maintenance:

Troubleshooting & diagnostics of all system components
Inverter resets: Remote resets: Unlimited On-site resets:
Coordination of repair or replacement of all System components. Full-scope repair or replacement can be covered on a time & materials basis.

11. **Services Not Included.** The following services are not included as part of the Operation and Maintenance Services:
- a. Security Services.
  - b. Inverter repair
  - c. Medium voltage equipment such as transformers, switchgear and metering is not included. Contractor to provide pricing for such equipment upon request.
  - d. Additional system training.
  - e. Engineering services.
  - f. Vegetation management.
  - g. Spare parts and materials. Spare parts and material pricing shall be available upon request.

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

**Additional Proposal Considerations**

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

---

**HANDLING OF SENSITIVE INFORMATION**

---

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

---

## **PROPOSAL REQUIREMENTS AND CONTENTS**

---

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

### **Technical Proposal:**

#### **Section 1: Project Overview (3 pages maximum)**

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

#### **Section 2: Detailed Work Plan (10 pages maximum)**

Provide a description of the required tasks and duties for the project. The description shall include details to implement all tasks described in the Scope of Work and recommended additions to the list of tasks. Include any assumptions used in development of the work tasks, particularly the information and data required from the District and work anticipated to be completed by District staff. Also, identify any unique approaches to the work or strengths that your firm may have related to this project. All assumptions shall be clearly identified. Highlight tasks that are required, in the consultant's opinions, which were not specifically called out in this RFP.

#### **Section 3: Project Team**

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

#### **Section 4: Experience**

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

**Section 5: Conflicts of Interest**

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

**Section 6: Proprietary Information**

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

**Section 7: District Standard Contract**

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

**Cost Proposal:**

**Section 9: Staff Estimate and Cost Proposal**

As a separate attachment to your Technical Proposal, provide a Cost Proposal listing the annual costs for the services described above.

Include a copy of the proposed rate schedule(s) to be used for additional time and material efforts; include any adjustments that are proposed to occur during the life of the project. The rate sheet is to include at a minimum:

Charge Description	Amount	Notes
<b>Engineering Support</b>	\$___/Hr	Hourly rate charged for engineering labor used in the performance of engineering services, requested by the District, and not included in the Operation and Maintenance Services fee.
<b>Field Service Support</b>	\$___/Hr	Hourly rate charged for labor performed on-site, requested by the District, and not included in the Operation and Maintenance Services fee.
<b>Subcontracted Labor</b>	Billed as incurred	Subcontracted labor performed on-site, requested by the District, for work not included in the Operation and Maintenance Services fee will be billed at cost plus 15%.
<b>Travel Expenses</b>	Billed as incurred	Includes transportation, lodging, meals, and incidentals at cost plus 15%.
<b>Materials</b>	Billed as incurred	Billed according to the Contractor’s list price.

## PROPOSAL SCHEDULE

---

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

RFP posted	June 30, 2021
Pre-proposal meeting (1:00 p.m.)	July 15, 2021
Questions Due	August 3, 2021
Proposals Due (1:00 p.m.)	August 11, 2021
Board of Directors Approval	August 25, 2021

A Pre-Proposal Meeting will be held beginning at 1:00 p.m. on July 15, 2021 at the District's Corp Yard. The purpose of this meeting is to answer questions related to this project. All persons attending the pre-proposal meeting must fill out and submit a COVID Screening Questionnaire form to the District's project manager the day of the meeting (See Exhibit B).

Questions regarding proposal requirements or the required scope of work must be received in writing (letter or email) on or before COB on August 3, 2021. This is to allow sufficient time to distribute questions and answers to all prospective firms. No questions will be answered by telephone. Address written questions to:

San Juan Water District  
9935 Auburn Folsom Road  
Granite Bay, CA 95746  
Attention: Tony Barela  
[tbarela@sjwd.org](mailto:tbarela@sjwd.org)

---

## SELECTION OF CONSULTANT

---

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

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

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

into negotiations with other ranked firms. District staff will make the final recommendation to the District Board for award of the consultant contract.

---

## **SUBMITTAL OF PROPOSALS**

---

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

San Juan Water District  
9935 Auburn Folsom Road  
Granite Bay, CA 95746  
Attn: Tony Barela  
[tbarela@sjwd.org](mailto:tbarela@sjwd.org)

The deadline for submittal is 1:00 PM on Monday, August 11, 2021. **Late proposals will not be accepted.**

---

## **PROPOSAL TERMS**

---

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

**EXHIBIT A**

**EXAMPLE PROFESSIONAL SERVICES AGREEMENT**

**GENERAL SERVICES AGREEMENT**  
**.BETWEEN SAN JUAN WATER DISTRICT AND \_\_\_\_\_ FOR SERVICES**  
**RELATING TO THE OPERATION AND MAINTENANCE OF THE DISTRICT'S SOLAR FIELD**

This Agreement is entered into as of the date last signed and dated below by and between San Juan Water District, a local government agency ("District"), and \_\_\_\_\_, a \_\_\_\_\_ *[Insert type and jurisdiction of entity]* ("Contractor"), who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the "Work"). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Contractor a fee based on *[check one]*:

\_\_\_ Contractor's time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor's fee schedule on the attached Exhibit A.

\_\_\_ The fee arrangement described on the attached Exhibit A.

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

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 The Work shall be completed by the deadline stated in the exhibit(s) or, if no deadline is stated in the exhibit(s), Contractor shall perform the Work diligently and as expeditiously as possible consistent with good and safe construction practices and the orderly progress of the Work. The parties agree that time is of the essence for the performance of this Contract. The contract is valid through June 30, 2022, with an option for three, one-year extensions. At the completion of each year, the Contractors quality of work will be evaluated for completeness and compliance to contract terms. In addition, Contractor will evaluate current pricing for any cost increases..

3.2 This Agreement may be terminated at any time by District upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

#### **5 Conflict of Interest**

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

#### **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared,

developed or created by Contractor under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information**

8.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the “Confidential Material”). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

8.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

8.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise,

Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

8.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any District facility, plant, building, structure, utility system or other property (“District Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any District Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on District machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing

rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to District up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to District the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_

**10 Indemnification.**

10.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

**11 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage

		(Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	

11.1 **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

11.2 **Proof of Insurance.** Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

**12 General Provisions**

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or

benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

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

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

**District:**

San Juan Water District  
Attn: Tony Barela, Operations Manager  
San Juan Water District, 9935 Auburn Folsom Road, Granite Bay, CA 95746  
E-mail: [tbarela@sjwd.org](mailto:tbarela@sjwd.org)

**Contractor:**

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_  
E-mail: \_\_\_\_\_

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signature Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. The Parties may execute and deliver this Agreement and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

\_\_\_\_\_  
San Juan Water District:

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

By: \_\_\_\_\_  
Paul Helliker, General Manager

***[Name of Contractor]:***

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

By: \_\_\_\_\_  
***[Name/Title]***

**EXHIBIT B**

**COVID-19 QUESTIONNAIRE**



NAME: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

## SJWD FACILITIES COVID-19 SCREENING

*Accessible version available at S:Emergency Response Planning - Pandemic/Self Questionnaire*

PLEASE READ EACH QUESTION CAREFULLY	PLEASE CHOOSE THE ANSWER THAT APPLIES TO YOU	
Have you experienced any of the following symptoms in the past 48 hours, that cannot be attributed to a known, pre-existing condition: <ul style="list-style-type: none"> <li>• fever or chills</li> <li>• cough</li> <li>• shortness of breath or difficulty breathing</li> <li>• fatigue</li> <li>• muscle or body aches</li> <li>• headache</li> <li>• new loss of taste or smell</li> <li>• sore throat</li> <li>• congestion or runny nose</li> <li>• nausea or vomiting</li> <li>• diarrhea</li> </ul>	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
Within the past 14 days, have you been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have laboratory-confirmed COVID-19 or with anyone who has any symptoms consistent with COVID-19?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
Have you tested positive for COVID-19 in the past 14 days?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
Are you currently waiting on the results of a COVID-19 test?	<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input type="checkbox"/>

**Did you answer NO to ALL QUESTIONS?**

Access to SJWD facilities **APPROVED**. Please show this to your supervisor or project manager. Thank you for helping us protect you and others during this time.

**Did you answer YES to ANY QUESTION?**

Access to SJWD facilities **NOT APPROVED**. Please see Page 2 for further instructions. If you are not feeling well, we hope that you feel better soon! Thank you for helping us protect you and others during this time.