



**SAN JUAN WATER DISTRICT  
REQUEST FOR PROPOSALS**

**FOR**

**PUMP STATIONS OPTIMIZATION  
EVALUATION PROJECT**

**JUNE 6, 2024**

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## **INTRODUCTION**

The San Juan Water District (District) is seeking professional proposals from qualified engineering consulting firms to provide Engineering Services for the Pump Stations Optimization Evaluation Project (Project). The Project is located in the greater Granite Bay area in Sacramento and Placer Counties. See **Exhibit A** for Project location.

The Project consists of a data driven evaluation of the District's eight (8) pump stations within the District's Retail Service Area (RSA), hydraulic modeling of the RSA distribution system under multiple scenarios, and recommendations related to pump station operations and pressure zones boundaries to improve energy efficiency, system water quality, and overall pump station health.

This Request for Proposals (RFP) describes the Project, the required scope of services, project milestones, Consultant selection process, and the minimum amount of information that must be included in the proposal. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

## **BACKGROUND**

The District's RSA consists of approximately 205 miles of water mains, 10,800 service connections, eleven (11) pressure zones, eight (8) pump stations, and three (3) potable water storage facilities (See Exhibit A). The system also includes multiple control valve stations that allow transfer of water from one pressure zone to another under specific operational conditions. Many of the control valve stations have been constructed within the last 15-years, providing flexibility in the system for managing water quality and emergency outages when necessary.

In the past ten years, the District has made improvements to certain pump stations by installing jockey pumps and variable frequency drives (VFD) to better manage pumping efficiencies during low demands in the system. It was observed that these improvements had significant positive effects on power consumption and operational efficiency. It was also observed that larger steady state pumps were only operating periodically throughout the year, and in some cases not at all. This lack of use of the steady state pumps resulted in corrosion, inefficiencies, and water quality issues during the first flush when the pumps were used. Additional reasons for other inefficiencies at the pump stations include reduced demands on the system due to conservation resulting in pumps being oversized, the age and health of the pumps, and changes in customer time of day usage. These should all be considered as part of the evaluation within this project.

This coming year, Kokila Reservoir which currently is an earthen embankment storage reservoir with a Hypalon membrane liner and cover, will be replaced with a new prestressed concrete tank that will have a larger operational capacity than the existing reservoir. This replacement, in concert with the newer control valve stations, may provide an opportunity to reimagine the Gravity, Bacon, and Sierra Pressure Zones (PZ). One concept being considered is expanding Gravity and allowing Bacon to serve portions of the Sierra PZ. As part of this project, all pressure zones and their corresponding pump stations will be evaluated to determine if boundary changes should be considered to better serve our customers and operate the system more efficiently.

The primary focus of this project is to complete a detailed data driven review of the District's pump stations operation to determine where improvements can be made to increase efficiency,

extend the life of existing assets, and reduce overall costs of operations. This will include looking at operations down to the singular pump level at the pump stations. In addition to the pump station specific review, the Consultant will run multiple hydraulic scenarios to evaluate the District's PZ boundaries to improve overall hydraulic health of the system.

Conclusions and recommendations will be presented in a final report that will include a detailed implementation plan for the proposed improvements. The report shall include detailed costs, anticipated energy savings and the return on investment (ROI), and any assets that may be stranded due to the proposed improvements. The report shall also include any proposed changes to pressure zone boundaries and the comparison of the pressure and water quality due to the changes.

## **PROJECT DESCRIPTION**

The Project will be completed in three phases including a data driven system evaluation of the District's pump station assets and operations, hydraulic modeling of existing and proposed operations, and a final report that includes an implementation plan for improvements to increase overall efficiency and health of the system. The following list is a synopsis of tasks to be completed as part of the project. The District encourages the Consultant to provide recommendations to enhance the proposed tasks below to optimize the conclusions of the proposed analysis.

### **Phase 1 – System Data Evaluations**

1. Pump Evaluations (Run time, Maintenance History, Age)
2. Pump Curve Evaluations (BEP vs Flow Data)
3. Energy Consumption Evaluations
4. Flow Data Evaluations (Winter, Summer, & Shoulder Months)
5. Improvement Recommendations
6. Technical Memorandum (TM) #1 – Pump Station Optimization Results and Recommendations

### **Phase 2 – Systemwide Evaluation**

1. Hydraulic Modeling
  - a. Existing Conditions
  - b. Phase 1 Improvement Recommendations
  - c. Pressure Zone Modifications
  - d. Reservoir Management
2. Modeling Results Evaluation (System health, Energy Efficiencies and Costs, Water Quality/Age)
3. TM #2 – Hydraulic Results, Comparisons, and Recommendations

### **Phase 3 – Conclusions and Recommendations (Draft and Final Report)**

1. Summation of Phase #1&2
2. Conclusions of Phase #1&2
3. Recommendations (Pump Stations, Pressure Zones, Reservoir Management)
4. Probable Cost Estimates and ROI for Improvements
5. Implementation Plan for Improvements

## **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**

Throughout all tasks, the Consultant shall provide project management activities such as staffing, subconsultant coordination, budget management, schedule management, and coordination with District's Project Manager and maintain the quality of the work products defined within this scope as consistent with applicable standards and the District's expectations.

Project management includes general internal project management based on the tasks in this Scope of Work throughout the life of the project. At a minimum the Consultant shall provide the following:

- Prepare for and attend project kick-off meeting.
- Prepare and submit detailed project schedule.
- Prepare and submit monthly status reports including updated project schedule, current status of project tasks, and project financials.
- Schedule and attend bi-weekly progress meetings for project duration (meetings may be held virtually).
- Schedule and attend in-person deliverable review meetings.
- Prepare agendas and submit meeting notes for all meetings including kick-off, progress, and deliverable review.
- For each deliverable review, provide review comment spreadsheet with District's review comments including Consultant's responses and actions for each review comment.
- Perform quality assurance and quality control (QA/QC) review for Consultants' work.
- Coordinate and manage subcontractor(s) as applicable.

Deliverable(s) for Task 1 include the following:

- Meeting Agendas in MS Word.
- Meeting Notes in MS Word and final in PDF.
- Project Schedule in PDF.
- Monthly Reports in PDF.
- Deliverable Review Comments Spreadsheet in MS Excel or MS Word.

### **Task 2 — Collect Data, Refine Workplan, Assumptions and Criteria**

Review available District information including reports, maps, flow & energy consumption data, pump curves, time of day operation and power cost strategies, hydraulic model, and other pertinent available data. Provide the District with a list of requested information. When the data is provided, review this information as necessary and prepare a detailed Project Workplan and Schedule for review and approval prior to moving forward with the Work.

Develop a list of assumptions and criteria that will be used and updated as necessary throughout the project for review and approval. The Consultant and District will meet to discuss and finalize these assumptions prior to moving forward.

Deliverable(s) for Task 2 include the following:

- Draft and Final Project Workplan with Schedule in PDF, MS Word and MS Excel
- List of Data and other information needed to complete the Project in PDF and MS Word
- Draft and Final List of Assumptions and Criteria in PDF and MS Word

### **Task 3 — Pump Station Data Evaluation**

Complete a data driven system evaluation of the District's pump station operations, which includes, but is not limited to:

- Pump Evaluations
  - Run Times
  - Age and Maintenance History
- Pump Curve Evaluations
  - VFDs/Steady State
  - Define Best Efficiency Point (BEP) for Pumps (Steady State and Variable where appropriate)
  - Flow vs BEP Evaluation
- Energy Consumption vs Operational Times of the Day
- Flow Data Evaluations (Winter, Summer, & Shoulder Months)

Upon completion of the evaluations, the Consultant will prepare a draft and final technical memorandum (TM#1). The memorandum should include, but is not limited to:

- Summation of the Pump Stations Data Evaluation
- Operational Trends for pump stations and pumps
- Energy Consumption Results and Conclusions
- Recommendation for Pump Stations Modifications
- Defining Pump Stations Modeling Scenarios for Task 3

The Consultant and the District will meet to discuss the findings and the proposed recommendations prior to finalizing TM#1.

Deliverable(s) for Task 3 include the following:

- Draft and Final TM#1 Pump Station Optimization Results and Recommendations in MS Word and PDF
- Meeting Agenda and Minutes for review meeting in MS Word and PDF

### **Task 4 – Hydraulic Modeling Scenarios**

The District's current hydraulic model uses InfoWater software and was last updated in 2020 as part of the District's Retail Master Plan Project. The District will provide the model to the Consultant for their use, and all modeling work for this project will therefore be done in the InfoWater application platform.

The Consultant will be required to confirm and update as necessary the pump curves, time of day and pressure strategies, pressure control valve station settings, and other facilities, and ensure the control of the model is properly configured to simulate the existing operation of the distribution system, pump stations, and storage. The Consultant is not required to calibrate the model via a physical flow test. Since the Kokila Tank is scheduled to be constructed in 2025, the Consultant

will update the model with the new tank dimensions and operating levels which will be provided by the District. The updated model will need to reflect the current operation of the system as implemented by District Field Operations.

After the existing condition model is calibrated as described above and prior to beginning the hydraulic modeling of proposed conditions, the Consultant and the District will hold a workshop to discuss and define proposed changes in operations and pressure zone modifications.

Modeling efforts will include, but are not limited to:

- Existing Conditions and Future System Demands
- Changes in Pumping Strategies and Improvements from Task 2
- Up to Ten (10) additional scenarios related to pressure zone and operational changes in the system.

The results from the existing and proposed modeling scenarios will be evaluated and presented in TM #2 - Hydraulic Results, Comparisons, and Recommendations. Results from the evaluation will include, but are not limited to:

- System Pressure Changes
  - Ability to Deliver Max Day+Fire and Peak Hour demands
- Water Quality Analysis
  - Operational Turn Over of Storage Tanks
  - Water Age in the System
- Energy Usage and Costs
- Pump Run Time Evaluation Comparison
- Recommended Changes to Pressure Zone and Operations

The Consultant and the District will meet to discuss the findings and the proposed recommendations prior to finalizing TM#2.

Deliverable(s) for Task 4 include the following:

- Workshop Agenda and Minutes in MS Word and PDF
- Review Meeting Agenda and Minutes for review meeting in MS Word and PDF
- Draft and Final TM #2 - Hydraulic Results, Comparisons, and Recommendations in MS Word and PDF

## **Task 5 – Final Report, Conclusions and Recommendations**

Upon completion of Tasks 2-4, the Consultant will prepare a draft and final report summarizing the prior efforts, conclusions, and recommendations. In addition to summarizing the prior recommendations, the report will also include an estimate probable costs per modification, ROI based on energy saving and extended life of assets, impact on existing facilities, such as stranded assets, and an implementation plan for the proposed improvements.

The Consultant and the District will meet to discuss the findings and the proposed recommendations prior to finalizing TM#2.

Deliverable(s) for Task 5 include the following:

- Review Meeting Agenda and Minutes for review meeting in MS Word and PDF
- Draft and Final Report - Conclusions and Recommendations in MS Word and PDF

## **AVAILABLE INFORMATION**

The following additional information is available for review by appointment at the District's office. Some of the items below are available on the District's Web Site at <https://www.sjwd.org/publications>:

- 2020 Retail Master Plan (Appointment Required)
- 2020 Retail Master Plan Executive Summary (District website)
- 25-Year Demand Forecast and Capacity Analysis (District website)

## SCHEDULE

The District anticipates the following schedule for this project:

Event	Date(s)
RFP Posted	June 6, 2024
Pre-proposal Meeting (Mandatory)	June 19, 2024
Final Questions Due	July 1, 2024
Proposals Due	July 11, 2024
Screening and Ranking Complete	July 11 - 19, 2024
Interviews	August 5 - 9, 2024
Board of Director's Approval	August 21, 2024

A **Mandatory** pre-proposal meeting will be held beginning at **10:30 a.m. on Wednesday, June 19, 2024** in the District's Boardroom located at 9935 Auburn Folsom Road, Granite Bay, CA. The purpose of this meeting is to answer any questions that interested firms may have related to this project.

Questions regarding proposal requirements or the required scope of work must be received in writing via e-mail on or before the date identified in the schedule provided above or otherwise revised by the District. 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  
Attention: Tony Barela  
[tbarela@sjwd.org](mailto:tbarela@sjwd.org)

## INFORMATION TO BE SUBMITTED IN PROPOSAL

### A. TECHNICAL PROPOSAL CONTENT

Technical 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. Each proposal shall be **limited to 45 pages** (not including transmittal letter, appendix, and resumes).

- **Section 1: Project Overview**  
Provide a narrative description of the project based on the Scope of Work presented in the RFP. Include any issues that you believe will require special



consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. District staff will assess your understanding of all aspects of the project based on the overview.

- **Section 2: Detailed Work Plan**

Provide a description of the required tasks and duties for each phase of the project. The description shall include details for implementing 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 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, including subconsultants shall be identified with key tasks and the associated responsible personnel for each task identified. A project team organization diagram and a brief resume of each team member shall be included. Full resumes may be included in an appendix. The geographic location of the firm and key personnel shall also be identified.

- **Section 4: Experience**

Provide a list of 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 or project engineer. The relevant experience of any proposed sub-consultants shall also be listed.

- **Section 5: Project Schedule**

A schedule for completion of the project shall be submitted with the Proposal. Assumptions used in developing the schedule and other potential driving factors shall be identified. Show various work tasks along with key project milestones and deliverables.

- **Section 6: Conflicts of Interest**

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

- **Section 7: Proprietary Information**

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

- **Section 8: District Standard Contract and Insurance Requirements**  
The District's standard consultant contract is provided as **Exhibit B**. The successful proposer will be required to execute a contract in the form shown in **Exhibit B** and to meet the insurance requirements. 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.

## **B. COST PROPOSAL**

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

Identify all costs to be billed to the project including cost per hour for each project team member and the total cost envisioned for each task, project expenses, and sub-consultant costs. Include a copy of the proposed rate schedule 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.

## **C. NON-DISCLOSURE AND DISCLOSURE OF PROPOSALS**

Proposals will be held in confidence during the evaluation process until District staff issues Notice of Intent to Award the contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act).

If the proposer believes any portion of its proposal contains confidential or proprietary information, exempt from public disclosure under the Act, proposer must label each page containing such information as "Confidential". The "Confidential Information" label must be clear and legible. Except as compelled by court process, the District will not release any such documentation claimed to be exempt that is submitted in said manner without prior written notice to the proposer.

## **SELECTION CRITERIA**

A selection committee for the District will review all proposals and rank them according to the following criteria:

- Project understanding.
- Work plan.
- Originality and innovation in project approach
- Responsiveness to the RFP.
- Experience and qualifications of the firm, project manager, key personnel, and sub-consultants.

- Experience working with public agency staff and political bodies.
- Information obtained from references.

After review and ranking of the technical proposals, the selection committee will review the cost proposal and evaluate them based on the following criteria:

- Reasonable amount of time to complete the various tasks.
- Appropriate staffing to complete the various tasks.
- Rates and charges,
- Affordability.
- Reasonableness of costs.

The District anticipates oral presentations by selected consultants. The consultants whose proposals are rated most favorably may be invited to make an oral presentation to the selection committee. The proposed project manager must be present at the interview (if scheduled by the District); up to three others may attend at the discretion of the firm.

Proposals will be rated and ranked based on the merit of the entire proposal, and the committee will make the final selection.

The final scope and contract amount will be negotiated with the selected consultant. In the event that negotiations are not successful, the District reserves the right to enter into negotiations with other ranked firms. District staff will make the final recommendation to the District Board of Directors for award of the Consultant's contract.

## **SUBMITTAL OF PROPOSALS**

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

San Juan Water District  
Attention: Tony Barela  
[tbarela@sjwd.org](mailto:tbarela@sjwd.org)

The deadline for proposal submittals is **2:00 p.m. on Thursday, July 11, 2024**. Late proposals will not be accepted. Firms are advised to verify District's receipt of their proposal prior to the due date and time. The District will not begin reviewing submitted proposals until after the due date and time as stated.

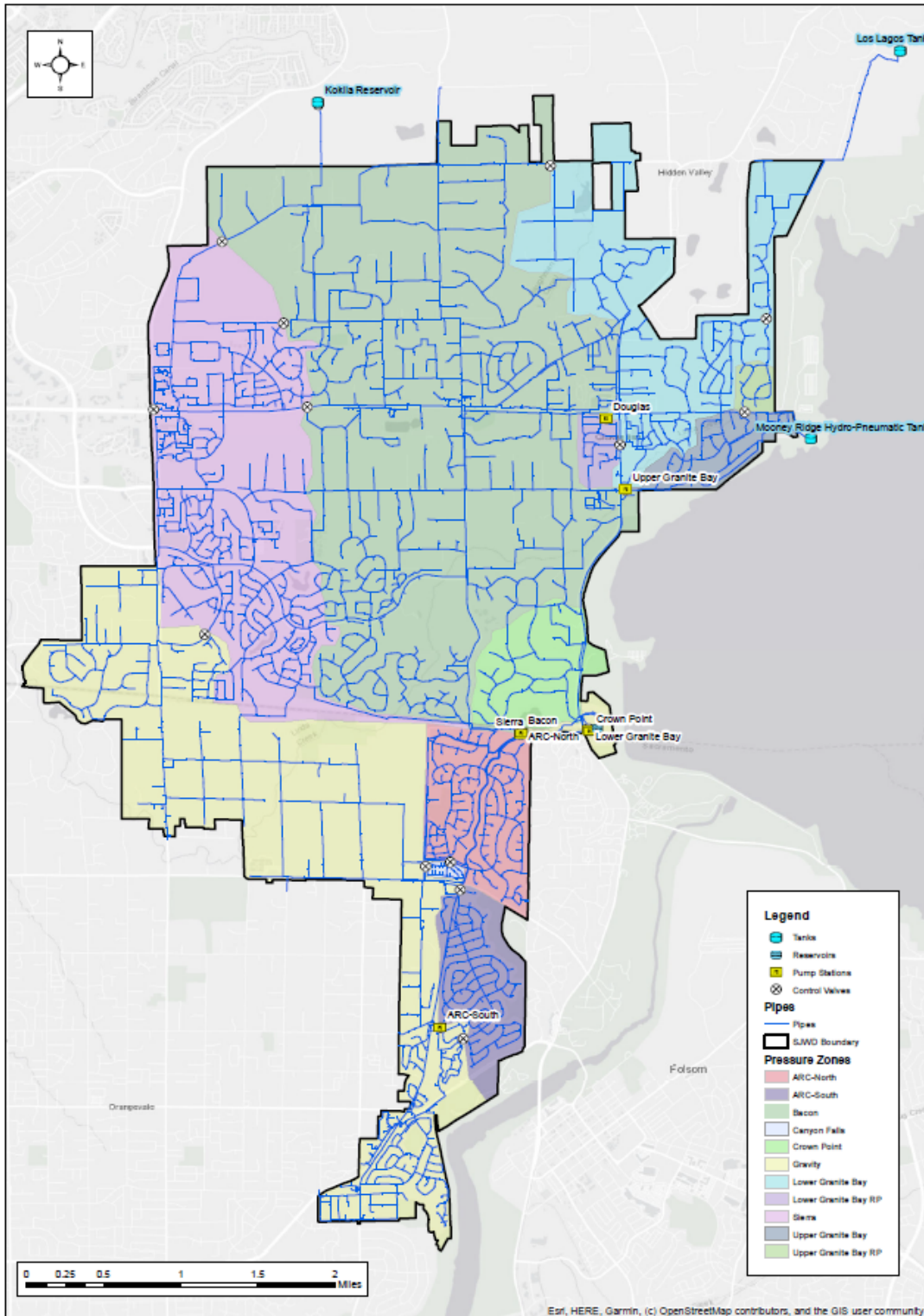
## **PROPOSAL TERMS**

All proposals become the property of the District. 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 may reject a proposal as non-responsive for failure to provide all information requested in 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.

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the District's representative identified in the prior section above on or

before 5:00 p.m. of the fifth (5th) calendar day following the District's release of a Notice of Intent to Award. The procedure and time limit set forth in this paragraph are mandatory and are proposer's sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

# EXHIBIT A – EXISTING DISTRIBUTION SYSTEM



## EXISTING DISTRIBUTION SYSTEM SAN JUAN WATER DISTRICT, CA

## **EXHIBIT B – Example Professional Services Agreement**

**SAN JUAN WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT  
BETWEEN \_\_\_\_\_ AND SAN JUAN WATER DISTRICT FOR ENGINEERING  
SERVICES RELATED TO THE PUMP STATION OPTIMIZATION EVALUATION PROJECT**

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 \_\_\_\_\_ [state of vendors business registration/formation] [Entity Type: sole proprietorship/partnership/limited liability partnership/corporation] (“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:

- 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 shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the District and Contractor at the time the District’s written authorization is given to Contractor for the performance of said services. 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. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

**3 Term**

3.1. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District in a written amendment to this Agreement for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2. District may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days' prior written notice. Upon receipt of said notice, Contractor shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If District suspends or terminates a portion of this Agreement, such suspension or terminations shall not make void or invalidate the remainder of this Agreement.

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, unless District disputes any of the Services performed or fees. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain. Upon termination of the Agreement pursuant to this section, Contractor will submit an invoice to District pursuant to Section 2.2.

#### 4 Professional Ability of Contractor

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

**[The paragraphs in section 4.2 can be deleted if the District is not requiring the Contractor to designate key personnel.]**

4.2. The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work hereunder: **[Describe Contractor's key personnel by name or by reference, e.g. the individuals whose resumes are included in Exhibit A.]** Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1. If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2. Each request for approval of substitutions of designated key personnel must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

#### 5 Conflict of Interest

Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the



performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

## **6 Contractor Records**

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

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

## **7 Ownership of Documents**

Upon completion of, or in the event of termination or suspension of this Agreement, 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**

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.

## **10 Indemnification**

10.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”), at Contractor’s

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

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

**11 Insurance**

11.1. Types & Limits. Contractor at its sole cost and expense shall procure and maintain prior to the beginning and for the duration of this Agreement the following types and minimum 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	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.2. 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.

11.3. Proof of Insurance. 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. Insurance certificates and endorsements must be approved by District prior to commencement of performance. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies at any time.

11.4. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise or in connection with the performance of the Services hereunder by Contractor, or Contractor's agents, representatives, employees or subcontractors.

11.5. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against District, its agents, officials, or employees or shall specifically allow Contractor or other providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

11.6. General liability policies shall provide or be endorsed to provide that the District, its officers, officials, employees, and agents shall be additional insured under such policies.

11.7. Contractor shall give the District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

## **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. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12.2. Non-Exclusive Agreement, Contractor acknowledges that District may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

12.3. Construction. The parties hereto have participated in jointly in the negotiations and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.4. 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. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the District nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its Contractor's officers, employees, or agents, except as set forth in this Agreement. 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.

12.5. 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.

12.6. 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.

12.7. No Waiver of Rights. The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. 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.

12.8. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable by a court of competent jurisdiction in any circumstance, 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. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

12.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

12.10. Attorney's Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

12.11. 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.

12.12. Licenses. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

12.13. 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:

San Juan Water District  
Attn: Tony Barela, Director of Operations  
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.

12.14. 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.

12.15. Professional Licensing. Contractor represents that the employees in responsible charge of the professional services performed under this agreement are licensed by the California Board of Professional Engineers and Land Surveyors, and that their licenses are in good standing and will be kept in good standing during the term of this Agreement.

\_\_\_\_\_  
**SAN JUAN WATER DISTRICT:**

\_\_\_\_\_  
**[CONSULTANT]**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Paul Helliker  
General Manager

Print: \_\_\_\_\_

[Name/Title]