

**REQUEST FOR PROPOSAL**  
**FOR**  
**RAMONA MUNICIPAL WATER DISTRICT**  
**2018 WATER MASTER PLAN**

**RESPONSE DUE BEFORE 10:00 A.M.**  
**ON**  
**DECEMBER 12, 2018**

**RAMONA MUNICIPAL WATER DISTRICT**  
**105 Earlham Street**  
**Ramona, CA 92065**  
**Telephone: (760) 789-1330**  
**Facsimile: (760) 788-2202**

# REQUEST FOR PROPOSAL

## **I. INTRODUCTION**

The Ramona Municipal Water District (District) is seeking proposals from qualified firms capable of preparing a Water Master Plan for the District. This Request for Proposal (RFP) describes the required Scope of Services, the minimum information that must be included in the proposal, and the Consultant evaluation and selection process. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification. For purposes of this RFP, the terms Consultant, Firm, and Proposer are interchangeable.

### **Due Date and Delivery**

To be considered, a minimum of three (3) hard copies and an electronic copy in PDF of the proposal, marked "Request for Proposal for the RMWD 2018 Water Master Plan Project," must be submitted by **10:00 AM on Wednesday, December 12, 2018**, addressed as follows:

Michael Metts, PE  
District Engineer  
Ramona Municipal Water District  
105 Earlham Street  
Ramona, California 92065

Accompanying cost proposal shall be provided in a separate sealed envelope.

Proposals received after this time or at any other location will not be accepted. Faxed proposals will not be accepted.

### **Questions Concerning Proposals**

Requests for interpretation, clarification and/or explanation regarding any aspect of this RFP must be received in writing by RMWD no later than 5:00 P.M., Pacific Standard Time (PST), December 5, 2018. Questions must be sent to the attention of Ricardo Soto, P.E., via facsimile at 760-788-2260 or via e-mail at [rsoto@rmwd.org](mailto:rsoto@rmwd.org).

Questions will not be accepted by telephone. Any questions received after this date may not receive a response. Written responses to the questions will be sent to all Proposers.

### **Pre-Proposal Meeting**

A pre-proposal meeting will take place at 2:00 PM on Tuesday, November 27, 2018 at the Ramona Community Center located at 434 Aqua Lane, Ramona, CA 92065. Attendance to the Pre-Proposal Meeting is not mandatory but recommended to firms planning to propose.

### **Addenda**

Substantive District changes to the requirements will be made by written addendum to the RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The District shall not be bound to any modifications to or deviations from the requirements set forth in the RFP as the result of oral instruction.

## **II. PROJECT DESCRIPTION**

Ramona Municipal Water District (RMWD or District) serves a population of approximately 40,000 in unincorporated portions of San Diego County with a service area of approximately 75 square miles. The District was incorporated in 1956 under the Municipal District Law of 1911, Water Code Section 72000.

The District's mission is to provide satisfactory water, fire, sewer, emergency medical services, disaster preparedness and park services that meet minimum standards in a cost-effective, innovative and equitable manner for the present and future residents and businesses of Ramona.

The District wishes to retain a Consultant to prepare its 2018 Water Master Plan and is requesting proposals from qualified Consultants with required experience in preparing such Master Plans. The invited Consultants are hereby requested to submit a proposal based upon the requirements and conditions set forth in this RFP. To accomplish this project, the Consultant is required to perform the Scope of Work listed in Exhibit "A" attached herewith.

### **III. PROPOSAL/PROJECT SCHEDULE**

The proposal/project schedule is defined as follows:

- RFP Issuance November 6, 2018
- RFP Submittals Due December 12, 2018
- Board Authorization January 8, 2019
- Award of Contract January 10, 2019
- Kick-Off Meeting January 22, 2019
- Project Completion July 16, 2019

### **IV. GENERAL**

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP. The Consultant's proposal should emphasize a clear understanding of the project and the necessary resources to perform the intended work. Key staff must be committed to the project for the entire duration of work. Responsiveness to the RFP will be the principal basis for evaluation. The proposal shall be a maximum of thirty (30) 8.5" x 11" pages including the cover letter plus a project schedule, labor loading matrix or summary, and appendix material. 11" x 17" sheets may be used where necessary and will count as a single page. Appendix material may contain two (2) page resumes of proposed project staff for the project and other relevant material, appendix is not a part of the page limit.

### **V. CONSULTANT SELECTION PROCESS**

The District reserves the right, without qualification, to reject all proposals and to exercise discretion and apply its judgment with respect to any proposals submitted. All proposals become the property of the District. Final disposition will be made according to the policies thereof, including the right to reject all proposals. Consultant shall be responsible for all pre-contractual expenses including but not limited to the preparation of the proposal in response to this proposal, presentation and interview (if required) expenses as well as the expenses related to negotiations of the contract.

The following is an outline of the procedures the District will use in the selection process:

1. A Screening and Selection Committee ("Committee"), which will consist of representatives of District Staff will review the proposals submitted by the prospective consultants.
2. The Committee will select proposals that qualify based on the following factors:
  - a. Experience of the consultant and staff selected to work on the project in the expertise of conducting and performing a comprehensive Water Master Plan.
  - b. Ability to meet the District's project completion schedule.

- c. Responses from references regarding the consultant history and record in being responsive to the client's requests and meeting required schedule. Please provide a minimum of three (3) references of similar work.
    - d. Ability to meet budgetary guidelines of similar work.
3. The Committee will rank the consultants based on the proposal and recommend the consultant to be selected for the project. Interviews are not anticipated but may be required only if clear winner cannot be determined from the proposals. Fee negotiations will take place with the selected Consultant based on the proposed scope of work.
4. If a contract cannot be negotiated with the selected Consultant, the negotiations with the designated Consultant will be terminated, in writing, and negotiations will be started with the next qualified Consultant.
5. Once negotiations are complete with the selected Consultant, the Agreement will be prepared by the District and forwarded to the Consultant for execution and return to the District.

### **Proposal Evaluation Criteria**

The District intends to engage the most qualified Consultant available for this assignment. It is imperative that the Consultant's proposal fully addresses all aspects of this RFP. It must clearly express the Consultant's understanding of the District's specific requirements and indicate the Consultant's qualifications to conduct this project in a thorough and efficient manner. The following criteria shall be used in evaluation of the Consultant's offer of services:

1. Experience in providing consulting and engineering services on projects of similar scope.
2. Project manager, project engineer, and project team's experience in conducting assignments of similar scope.
3. Methodology in conducting the project.
4. Proposer's support organization and quality assurance methods for optimizing manpower utilization.
5. Proposal conciseness and clarity in understanding the District needs and defining a work plan for satisfying those needs.
6. Schedule compatibility with District needs.
7. Fair price estimate for the proposed Scope of Work.

### **Method of Compensation**

Once a month, the District will process the Consultant's request for payment on the basis of work performed by the Consultant during the preceding month. All invoices will be approved by the District Contract Administrator prior to payment.

The Consultant's invoice(s) shall include:

1. Individual's name, title, number of hours, hourly rate and total fee.
2. An itemization and explanation of expenses paid during the invoice period; copies of outside services including and sub-consultants invoices attached.
3. A brief report on the past month's progress describing the amount of work completed on each task and sub-task.

4. A brief report outlining the next month planned work.

**Contract Award**

The Contract, if awarded, will include the Scope of Work and a not-to-exceed Contract Fee negotiated with the selected Consultant.

**Proposed Compensation**

The Consultant shall provide, in a separately sealed and clearly marked envelope, the cost charged to the District by task and subtask, and a total proposed project cost. The cost proposal shall identify the hourly rates and include direct labor costs and expenses including travel and other direct costs. Cost proposals will not be opened until after each firm has been ranked and the firm deemed most qualified has been selected. The cost proposal for the selected firm will form the basis of negotiations for the contract.

**District's Standard Professional Services Agreement**

The selected firm will be required to enter into a Professional Services Agreement with the District. The District Agreement is included as "Exhibit B". The Consultant should comment in the Proposal Cover Letter on any issues that may be of concern with the District's standard agreement.

# **EXHIBIT A**

## **SCOPE OF WORK**

### **TASK 1 PROJECT MANAGEMENT**

The Consultant shall submit an initial schedule with pertinent milestones for the major tasks involved in the Project. The schedule shall be updated monthly, or more often, as required by the District Project Manager. The Consultant shall submit an updated project schedule and monthly status report with its monthly billings. Invoices will not be processed if the project schedule and the status report are not attached.

The Consultant will meet with the District Staff to discuss District needs and desires regarding the proposed study. The Consultant's representative shall meet not less than once a month with the District during the Project.

The Consultant shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subcontractors to accompany the Project Manager, to attend meetings. The Consultant shall submit a copy of the meeting agenda to the District, for review, five (5) working days before each meeting, record the minutes of meetings, and submit the meeting minutes to meeting participants. The Consultant's engineering fee shall include all meetings with the District and other parties.

#### ***Deliverables***

- Meeting agenda, meeting minutes, monthly status report, monthly updated project schedule
- Copies of letters and memoranda

### **TASK 2 DATA COLLECTION AND REVIEW**

The Consultant shall review existing reports, Atlas Maps, topographic maps, as-built drawings, correspondence, records, project files, and other related data as needed to become familiar with the District water system. The Consultant shall review the District GIS to identify development criteria for the Water Master Plan and computer model. The Consultant shall collect land use data, land use plans and specific plans to project future demands. The Consultant shall collect model calibration data with hourly intervals for both winter and summer calibration days from SCADA and other available sources. The Consultant shall collect facility information such as pump curves, reservoir sizes, valve settings, and other pertinent information.

#### ***Deliverables***

- Copies of data reviewed and/or used.

### **TASK 3 WATER DEMAND PROJECTIONS**

The District will supply its current water system model for the Consultant's use. The Consultant shall conduct a hydraulic analysis of the water distribution system and calculate the District current and projected potable demand through year 2035 and at build out.

The Consultant shall make projections of future growth and water consumption rates and fire flow needs in accordance with SANDAG General Plan and County Water Authority information, as well as other applicable state and local requirements.

The Consultant shall review the San Diego Water Agencies' Standards (SDWAS) for guidelines and develop water demand duty factors, peak factors, and maximum day and peak hour water demand factors for the different categories of land use.

***Deliverables***

Tabulation of water demands in five-year increments until 2035 and build out:

- Discussion on forecasting methods
- Discussion of population projections
- Discussion on areas of growth and projected year of build out
- Discussion on average day, maximum day demand, and peak hour factors
- Tabulation and breakdown of water demands by pressure zone
- Demand fluctuation (diurnal) curves for each pressure zone and each class of customer where sufficient data is available
- Discussion on conservation practices (Past, Present, and Future) and its impact on demand

**TASK 4 POTABLE WATER RESOURCES & SUPPLY**

The Consultant shall evaluate the existing and proposed potable water system for existing or potential conflicts with current design standards, water quality management practices, and potential federal, state and local drinking water regulatory changes, as applicable. The Consultant shall analyze and summarize the District projected water resource and supply requirements through year 2035 and build out.

The Consultant shall also evaluate the capacity of the various components of the existing water system, including but not limited to water supply, water pumping and transmission, and determine the adequacy of each with respect to projected future water demand. The Consultant shall recommend improvements to the District emergency capacity such as emergency power generators, emergency disinfection capabilities, emergency pumping, and interconnections with adjacent cities and water agencies.

The Consultant shall establish criteria for and recommend potable water storage needed in each pressure zone. Sizing considerations shall include, but not be limited to, fire flow/duration, peak hour needs, loss of power, water quality, nitrification, water age, energy efficiency and number of supply sources in pressure zone(s) served. The Consultant shall consider the useable capacities of the reservoirs, based on the District production and operation records.

The Consultant shall provide documentation to support the recommended size and location of reservoir storage facilities. Fire flow demands shall be based on the guidelines established by the District, the San Diego Water Agencies' Standards and San Diego County Fire Department.

***Deliverables***

- Tabulation of current and projected potable water resources, supply facilities, and useable capacities.
- Discussion of Drinking Water Regulations.
- Discussion on current and projected potable water resource and supply facility requirement
- Discussion and recommendation on adequacy of and improvements required to provide emergency water supply
- Discussion of potable water supply limitations.
- Discussion of water management opportunities.

- Discussion and recommendation on storage planning criteria, current storage adequacy, and future storage needs and opportunities to employ time-of-use pumping.
- Discussion of potential interconnections with neighboring water agencies for emergency purposes (if practical) to resolve any system deficiencies that may be identified through the modeling efforts.
- Discussion and summary of the institutional “water wheeling” capabilities.
- Finalized versions of the above items shall also be included in the Final Report of the Project, as further described in Task 8 of this Scope of Work.

## **TASK 5 HYDRAULIC MODEL OF WATER SYSTEM**

The Consultant shall amend the existing hydraulic model that simulates the District water system. The model shall include, but not be limited to, the following:

- Software used to create the hydraulic model is InfoWater. Selected consultant must use its own license of InfoWater for the project
- Use of the existing and future land use and zoning maps to establish water usage patterns within the system. Historic water usage shall be correlated to existing land use to develop duty factors.
- Identification of fire flow requirements and input fire flow demands by land use.
- Linkages for communication and data transfer with District GIS system.

The graphical representation of the model was built from the District previous water model initially developed for the 1998 Water Master Plan Update using H2ONet software. The Consultant shall assure that in addition to the modeled elements, the graphical representation shall show street names, large users, system interconnections, points of interest (parks and recreation, cemeteries, golf courses, hospitals, etc.), and right-of-way lines.

The Consultant shall review and verify the District GIS database for correctness of the attributes. The Consultant shall provide its own copy of the GIS software as necessary for project completion.

The Consultant shall confirm model calibration and make necessary updates. The Consultant shall make as many iterations as may be required with the model to calibrate it to no more than 5 to 10 percent deviation from observed system energy grade line and flow rate values. The District will provide the required equipment and personnel to assist the Consultant in the field calibration. As part of the calibration effort, the Consultant shall be present, as necessary, for the required pressure and flow tests in the system. Flow tests are conducted to calibrate static and residual pressures and determine the roughness coefficients (C-factors). The pipe roughness coefficients shall be the last variable adjusted in the model to reach calibration.

The Consultant shall make as many runs as necessary to fully analyze the system and complete the required studies and evaluations required for the Project. The Consultant shall use the model to analyze, evaluate, test, and plan upgrades for the system. The following flow scenarios shall be included in the exercise:

- Average day demand;
- Maximum day demand plus fire flows;
- Peak hour demand;
- Extended period simulation with maximum day demand, fire flow, multi-day simulation period, 2-hour increments.

Model of Existing Water System - The Consultant shall model the existing system, identify or confirm deficiencies in the existing system, and recommend improvements needed to resolve those deficiencies.



The Consultant shall determine the reliability and deficiencies of District existing system with "key" transmission mains or water supply facilities out of service. The Consultant shall determine impact on system with purchased water connections out of service for seven (7) days. The Consultant shall evaluate system wide fire flow capabilities and identify vulnerable areas of the system and recommend improvements needed to ensure service reliability, such as: emergency generators, redundant sources, two-way feeds (looped transmission mains), additional storage, and other facilities as appropriate.

Adequacy of Pressure Zones – The Consultant shall evaluate supply adequacy for each pressure, location of pressure zone boundaries, and number of pressure zones.

The Consultant shall provide a model of the water system expanded for future development. The Consultant shall use the General Plans or other current information to set future land use in the system. The Consultant shall model and include the required transmission mains, reservoirs, pressure zones, pump stations, pressure reducing valves, and supply facilities for future water demand and development, as may be known or projected. The Consultant shall list its assumption of analyses will be required with the model of the system for future development.

***Deliverables***

- Electronic files of the model and associated data.
- Discussion on model setup, basis of input data, assumptions, and idiosyncrasies of running the program, pumping facility schematics, and calibration effort.
- Discussion on all findings and recommendations from the model analyses.
- Finalized versions of the above items shall also be included in the Final Report of the Project as further described in Task 8 of this Scope of Work.

**TASK 6 EVALUATION OF EXISTING AND FUTURE WATER SYSTEM**

The Consultant shall identify the evaluation criteria and methodology for the District water system and evaluate, analyze, and make associated recommendations for the District existing water system including pressure zones, water supply, booster stations, storage reservoirs, and distribution network.

The Consultant shall evaluate the District future water system by identifying the necessary infrastructure needed to address future growth based on the demand projections through the year 2035 as mentioned in Task 3.

The Consultant shall list all the assumptions when evaluating and analyzing the District's future water system.

***Deliverables***

- Distribution system analysis and a summary of distribution system recommendations.
- Storage evaluation and recommendations
- Booster station and recommendations
- Water resources evaluation and recommendations
- Facility Capacity Evaluation
- Finalized versions of the above items shall also be included in the Final Report of the Project, as further described in Task 8 of this Scope of Work.

## **TASK 7 IMPROVEMENT PROGRAM**

The Consultant shall summarize the improvements required for the District potable water system to meet the performance criteria established. A ranking procedure shall be established to rank the required improvements.

The Consultant shall provide phasing requirements, if necessary, and cost estimates for each improvement. Should a new facility be needed to meet future growth, the Consultant shall estimate costs of and recommend alternative locations. Cost estimates shall include site acquisition, engineering, construction, and other contingencies.

The Consultant shall prepare a summary table identifying the improvements, their priorities, pressure zone served, cost, and length of time required for engineering and construction.

### ***Deliverables***

- Summary Table
- Discussion on ranking procedure and criteria
- Phasing requirements for improvements
- Construction cost estimates for the proposed improvements
- Capital Replacement and Improvement Program
- Geo-Database files compatible with the existing District GIS system showing all proposed Capital Replacement and Capital Improvement Program and ultimate facilities at built-out
- Finalized versions of the above items shall also be included in the Final Report of the Project, as further described in Task 8 of this Scope of Work.

## **TASK 8 FINAL REPORT**

The Consultant shall prepare a Final Report that discusses the ability of the District current water system to meet performance objectives. The Final Report shall compile, describe, and summarize the Project. It shall include a chapter on each Project task and the finalized versions of the task deliverables. In each chapter, the Consultant shall discuss assumptions and analyses made, results, conclusions, and recommendations. The Final Report will form the Water System Master Plan for the District. The Consultant shall prepare and submit to the District, for approval, an outline of the Final Reports before starting the first draft.

***Draft Report:*** An outline of the Draft and Final report will be prepared by the Consultant and submitted to the District for review and comment. Comments on the outline need to be provided on the second progress meeting as the documentation process will take place concurrent with the project execution.

The Draft Report submitted under this task will be the compilation of the deliverables provided for each of the project tasks during the project execution. Each task deliverables will be submitted as a Technical Memorandum (TM) and compiled such that it represents a section of the Draft Report. This will allow the District to review the document during the project and reduce the report review and modification time at the end of the project. The TMs will represent a 75 percent Draft version of the Draft Report. In this task, comments received on the TMs will be incorporated, an introduction section will be written, and sections will be compiled as the 100 percent Draft Report for final review by the District.

The Draft Water System Master Plan Report will discuss the ability of the District's current water (potable and recycled) system to meet performance objectives under current conditions and at build out. Each task will be included as a chapter and discuss the assumptions and analyses made, the results,

conclusions, and recommendations. The Draft Report will be submitted to the District for review and comment. Comments will be discussed in person with the District staff.

***Final Report:*** The Final report will incorporate all comments received from the District after a two-week review period. This report will be submitted to the District for approval.

***Deliverables***

- Report Outline: three (3) hard copies
- Draft Intermediate deliverable three (3) hard copies and Final Intermediate deliverable three (3) hard copies and one (1) electronic copies
- Draft Reports: three (3) hard copies each of 75% and 100%
- Final Report: ten (10) hard copies and two (2) electronic copies (including all text, figures, tables, maps, and model)

**EXHIBIT B**  
**DISTRICT STANDARD AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**

for

\_\_\_\_\_ Services Between  
\_\_\_\_\_ and  
**Ramona Municipal Water District**

THIS AGREEMENT made and entered into this \_\_\_day of \_\_\_\_\_, 20\_\_ in Ramona, California by and between **Ramona Municipal Water District**, hereinafter referred to as "DISTRICT" and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, DISTRICT and CONTRACTOR desire to enter into an agreement for \_\_\_\_\_, hereinafter referred to as "PROJECT."

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF WORK

CONTRACTOR will provide each and every service and any materials required to complete such service as set forth in Exhibit "A", which describes the scope of work to be performed and is incorporated herein by this reference, hereinafter referred to as "WORK."

2. PERIOD OF PERFORMANCE

CONTRACTOR shall commence the WORK upon receipt of a notice to proceed and shall continue to complete the WORK expeditiously for no more than a period of \_\_\_\_\_. CONTRACTOR represents that it has personnel with the professional and technical expertise required to perform the WORK in conformance with such completion date.

3. COMPENSATION AND PAYMENT

In consideration for the services rendered, DISTRICT shall pay CONTRACTOR in accordance with the provisions of Exhibit "B." DISTRICT shall pay CONTRACTOR \_\_\_\_\_(describe method of payment) representing mutually agreed quantities of work performed. Such invoices are due upon presentation and shall be paid within 45 calendar days of receipt by DISTRICT. Invoices must reference Purchase Order Number and Work Order/Task Number. DISTRICT shall not be obligated in any way to pay late fees or charges for delayed invoice payment; however, DISTRICT will make every attempt to pay invoices in a timely manner.

DISTRICT will notify CONTRACTOR within 10 days of receipt of any irregularity observed in an invoice. In such cases, District shall have 45 days from receipt of a corrected invoice or sufficient justification of such existing invoice to pay invoice total. The total fees to be paid to CONTRACTOR shall not exceed \$\_\_\_\_\_without the prior written authorization of DISTRICT.

4. REPRESENTATIVES

DISTRICT hereby designates \_\_\_\_\_, to act as its representative for the performance of this AGREEMENT ("DISTRICT's Representative"). CONTRACTOR shall not accept direction or orders from any person other than the DISTRICT's Representative (or his or her designee). CONTRACTOR hereby designates \_\_\_\_\_ to act

as its representative for the performance of this AGREEMENT ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of CONTRACTOR for all purposes under this AGREEMENT. CONTRACTOR's Representative shall supervise and direct the WORK, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the WORK under this AGREEMENT.

5. INTERPRETATION

This AGREEMENT, together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof.

Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

6. STANDARD OF CARE

CONTRACTOR agrees that all WORK performed hereunder shall be provided in a manner commensurate with competent professional standards and shall be performed by qualified and experienced personnel. CONTRACTOR further agrees to immediately inform DISTRICT of any situation involving defective work, work not completed in accordance with the plans and specifications, dangerous conditions or any other matter that would impact DISTRICT.

7. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this AGREEMENT is held illegal or in conflict with any law of the State of California or jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term or provisions held to be invalid.

8. GOVERNING LAW

This AGREEMENT and the Exhibits hereto shall be governed by and construed in accordance with the laws of the State of California without reference to its conflict of law provisions. Venue shall be in San Diego County. CONTRACTOR hereby waives any right to remove an action from San Diego County as may be otherwise permitted by California Code of Civil Procedure Section 394.

9. INDEPENDENT CONTRACTOR

In the performance of the WORK under this AGREEMENT, CONTRACTOR shall be an independent contractor, maintaining complete control of CONTRACTOR'S personnel and operations. As such, CONTRACTOR shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. CONTRACTOR, its employees and agents shall in no way be regarded nor shall they act as agents or employees of DISTRICT.

10. CHANGES

DISTRICT, without invalidating this AGREEMENT, may order, in writing, changes within the general scope of the WORK required by this AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any changes under this clause causes an increase or decrease in CONTRACTOR'S cost of, or the time required for, the performance of any part of the WORK under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the WORK shall be in writing and shall be performed subject to the provisions of this AGREEMENT. No supplement, modification, or amendment of this AGREEMENT shall be binding unless executed in writing and signed by both parties.

11. TERMINATION

A. DISTRICT may terminate this AGREEMENT with or without cause in whole or in part at any time by ten (10) days' written notice to CONTRACTOR. Such termination shall be effective in the manner specified in said notice, shall be without prejudice to any claims that DISTRICT may have against CONTRACTOR and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice, the CONTRACTOR shall, except as and to the extent directed, immediately discontinue the WORK and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the WORK, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to DISTRICT, that shall include written acceptance of such terms by DISTRICT. Thereafter, CONTRACTOR shall do only such work as approved by DISTRICT that may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by DISTRICT.

B. A complete settlement of all claims of CONTRACTOR upon termination of the AGREEMENT, as provided in the preceding paragraph, DISTRICT shall pay the CONTRACTOR for all WORK performed, prior to the date of termination, in accordance with this AGREEMENT. Prior to final settlement, CONTRACTOR shall deliver to DISTRICT all finished and unfinished documents and all other required information and data prepared by CONTRACTOR under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in DISTRICT the rights and benefits of CONTRACTOR arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by DISTRICT in writing.

12. INDEMNITY

To the fullest extent allowed by law, CONTRACTOR shall defend (with counsel of DISTRICT's choosing), indemnify and hold the DISTRICT, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with the WORK or this AGREEMENT, including claims made by subcontractors for nonpayment, and including the payment of all consequential damages and attorneys' fees, expert witness fees and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR's own cost, expense and risk, with counsel of DISTRICT's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT, its officials, officers, agents, employees and representatives. CONTRACTOR shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. CONTRACTOR shall reimburse DISTRICT, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in

connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

13. FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except DISTRICT'S obligation to pay CONTRACTOR such sums as may become due from time to time for WORK rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God, acts of DISTRICT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

14. PROHIBITION AGAINST TRANSFERS

All obligations and covenants herein contained shall be binding upon the successors and assigns of CONTRACTOR and DISTRICT. CONTRACTOR shall not assign, sublease, hypothecate, or transfer this AGREEMENT or any interest therein directly or indirectly, by operation of law or otherwise, unless DISTRICT has consented to the transfer in writing. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

15. INSURANCE

On or before the commencement of the term of this AGREEMENT, CONTRACTOR shall furnish the DISTRICT with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies. Such certificates, which do not limit CONTRACTOR'S indemnification, shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or reduced in coverage, except after thirty (30) days' written notice has been received by the DISTRICT."

It is agreed that CONTRACTOR at its own expense shall maintain in force at all times during the performance of this AGREEMENT all appropriate policies of insurance, and that said policies of insurance shall be secured from a good and responsible company or companies, doing insurance business in the State of California with a current A.M. Best rating of no less than A: VII or as otherwise approved by the DISTRICT. CONTRACTOR shall also require any subcontractors performing the WORK to maintain the same levels of insurance.

CONTRACTOR shall maintain the following insurance coverage:

A. Liability Insurance. General liability coverage in the following limits:

Bodily injury	\$2,000,000 each occurrence
Property damage	\$2,000,000 each occurrence
Auto liability	\$1,000,000 each occurrence

Combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

B. Professional Liability. CONTRACTOR shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. CONTRACTOR shall ensure both that (1) the policy retroactive date is on or before the date of



commencement of the WORK; and (2) the policy will be maintained in force for a period of three years after substantial completion of the WORK or termination of this AGREEMENT whichever occurs last. CONTRACTOR agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase DISTRICT'S exposure to loss. All defense costs shall be outside the limits of the policy.

C. Worker's Compensation Insurance. Worker's Compensation Insurance in compliance with applicable State and Federal Laws.

D. Subrogation Waiver. CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, that CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to DISTRICT, on behalf of any insurer providing insurance to either CONTRACTOR or the DISTRICT with respect to the services of CONTRACTOR herein, a waiver of any right of subrogation which any such insurer of said CONTRACTOR may acquire against DISTRICT by virtue of the payment of any loss under such insurance.

E. Failure to Secure. If CONTRACTOR at any time during the term hereof, should fail to secure or maintain the foregoing insurance, DISTRICT shall be permitted to obtain such insurance in CONTRACTOR'S name or as an agent of CONTRACTOR and may withhold from any compensation owed to CONTRACTOR the costs of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid.

F. Additional Insured. The DISTRICT shall be named as an Additional Insured. However, the naming of an additional insured on the General Liability Insurance Policy only shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured and an additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Proceeds from any such policy or policies shall be payable to the DISTRICT primarily, and to the CONTRACTOR secondarily, if necessary.

#### 16. ACCEPTANCE BY DISTRICT

Within thirty (30) days after receipt of CONTRACTOR'S written notification of final completion, DISTRICT shall give CONTRACTOR written notice that the WORK is (1) accepted or (2) specifying in detail wherein the WORK is deficient; whereupon CONTRACTOR will promptly proceed to make necessary corrections and, upon satisfactory completion, the WORK shall be deemed accepted by DISTRICT.

#### 17. REPORTS

Each and every report, draft, work-product, map, record and other document reproduced, prepared, or caused to be prepared by CONTRACTOR pursuant to or in connection with this AGREEMENT shall be the exclusive property of the DISTRICT and shall be held confidential by CONTRACTOR. No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this AGREEMENT shall be made available to any individual or organization by the CONTRACTOR without prior written approval by the DISTRICT. CONTRACTOR shall, at such time and in such form as the DISTRICT may require, furnish reports concerning the status of services required under this AGREEMENT.

CONTRACTOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by DISTRICT. CONTRACTOR shall maintain adequate records on WORK provided in sufficient detail to permit an evaluation of WORK. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONTRACTOR shall provide free access to the representatives of DISTRICT or its designees at all proper times to such books and records, and gives the DISTRICT the right to examine and audit same, and to make transcripts therefore as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

18. REUSE OF DOCUMENTS

All documents including drawings, calculations, work sheets, survey notes and specifications prepared by CONTRACTOR pursuant to this AGREEMENT are the property of DISTRICT from the time of creation and shall be delivered to DISTRICT at the completion or termination of the PROJECT and/or upon request by DISTRICT if prior to completion of the PROJECT. Any reuse without specific written verification or adaptation by CONTRACTOR will be at DISTRICT'S sole risk and without liability or legal exposure to CONTRACTOR and DISTRICT shall indemnify and hold harmless CONTRACTOR from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefore.

19. SEPARATE ENTITIES

Both parties hereto in the performance of this AGREEMENT will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Neither the DISTRICT nor its officers or employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth.

20. PERMITS AND LICENSES

CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses and certificates that may be required in connection with the performance of services and WORK hereunder.

21. LAWS AND REGULATIONS

A. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the WORK, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the WORK. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to DISTRICT, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this AGREEMENT, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

B. Employment Eligibility; CONTRACTOR. By executing this AGREEMENT, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal employment laws. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONTRACTOR. CONTRACTOR also verifies that it has not

committed a violation of any such law within the five (5) years immediately preceding the date of execution of this AGREEMENT, and shall not violate any such law at any time during the term of the AGREEMENT. The DISTRICT shall not be responsible for any costs or expenses related to CONTRACTOR's compliance with the requirements provided for in this Section or any of its sub-sections.

C. Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as CONTRACTOR, CONTRACTOR shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to this AGREEMENT to make the same verifications and comply with all requirements and restrictions provided for in this Section.

D. Employment Eligibility; Failure to Comply. Each person executing this AGREEMENT on behalf of CONTRACTOR verifies that they are a duly authorized officer of CONTRACTOR, and understands that any of the following shall be grounds for DISTRICT to terminate the AGREEMENT for cause: (1) failure of CONTRACTOR or its subcontractors, consultants, sub- subcontractors or subconsultants to meet any of the requirements provided for in this Section; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the provision of services any person found not to be in compliance with such requirements.

E. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the WORK.

F. Equal Opportunity Employment. CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## 22. SAFETY

CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its WORK, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the WORK and the conditions under which the WORK is to be performed.

## 23. TIME OF ESSENCE

Time is of the essence for each and every provision of this AGREEMENT.

## 24. NO THIRD PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third party beneficiaries of any right or obligation assumed by the parties.

## 25. PROHIBITED INTERESTS

CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this AGREEMENT. If applicable as determined by DISTRICT, CONTRACTOR further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the DISTRICT's Filing Officer as required under state law in the performance of the WORK. For the term of this AGREEMENT, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

26. CONSTRUCTION; REFERENCES; CAPTIONS

Since the parties or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to CONTRACTOR include all personnel, employees, agents, and subcontractors of CONTRACTOR, except as otherwise specified in this AGREEMENT. All references to DISTRICT include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this AGREEMENT. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this AGREEMENT.

27. COOPERATION

The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this AGREEMENT.

28. AUTHORITY

CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform the AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective party.

29. COUNTERPARTS.

This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

30. NOTICES

All notices, demands, requests, or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from CONTRACTOR to DISTRICT shall be addressed to DISTRICT at:

Ramona Municipal Water District  
105 Earlham Street  
Ramona, CA 92065-1599  
ATTN: Joe Lomeli, Water Operations Manager

All notices, demands, requests, or approvals from DISTRICT to CONTRACTOR shall be addressed to CONSULTANT at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_, President

31. COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorneys' fees.

32. PAYROLL RECORDS; CALIFORNIA LABOR CODE

- A. CONTRACTOR will comply with California Labor Code § 1776, and related provisions, relating to the maintenance, certification, inspection, and timely submission to the California Labor Commissioner of accurate payroll records for all persons CONTRACTOR, or its subcontractors, employs for the work in this AGREEMENT. CONTRACTOR shall be responsible for ensuring that CONTRACTOR and its subcontractors furnish to the California Labor Commissioner the certified payroll records specified in Labor Code § 1776 at least once per month.
- B. CONTRACTOR shall ensure that it, and its subcontractors, are properly registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code §§ 1725.5 and 1771.1 throughout the duration of this AGREEMENT. Contractors and subcontractors that are not lawfully and currently registered with the DIR are unqualified and may not perform work under this AGREEMENT. A list of all currently registered contractors can be found online at the DIR's Public Works Contractor Registration database at <https://efiling.dir.ca.gov/PWCR/Search>.
- C. CONTRACTOR shall post notices on the PROJECT's job site notifying its subcontractors of their continuing obligation to both maintain their current registration with California Department of Industrial Relations pursuant to §§ 1725.5 and 1771.1, and to submit to the California Labor Commissioner the certified payroll records specified in Labor Code § 1776 at least once per month.
- D. CONTRACTOR is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage

Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this WORK involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall strictly adhere to the Labor Code provisions regarding minimum wage, the eight (8) hour day and forty (40) hour week, overtime, weekend and holiday work, the provisions of Labor Code §1777.5 relating to apprentices, and all other applicable Labor Code provisions. Penalties for failure to comply with the Labor Code provisions regarding prevailing wages, and wage and hour laws shall be enforced. CONTRACTOR is required to secure the payment of employee compensation in accordance with Labor Code § 3700. CONTRACTOR shall post or cause to be posted at the job site a copy of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages.

- E. CONTRACTOR shall forfeit to DISTRICT the penalties prescribed in Labor Code §§ 1775, 1776, 1777.7, 1813, and related sections, for any violations.

33. EXECUTION

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed the day and year first above written.

**RAMONA MUNICIPAL  
WATER DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Joe Lomeli  
Water Operation Manager

By \_\_\_\_\_ Date \_\_\_\_\_  
David Barnum  
General Manager

**Contractor** \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM

By \_\_\_\_\_ Date \_\_\_\_\_  
Jennifer M. Lyon  
General Counsel

**Exhibit "A" – WORK**



**Exhibit "B" – PAYMENT**