

Public Notice

REQUEST FOR PROPOSALS (RFP)

ENGINEERING, FINANCIAL PLANNING & PUBLIC ENGAGEMENT SERVICES PROJECT 2030 WATER MAIN REPLACEMENT STUDY

Release Date: April 7, 2017

Deadline for Submission: May 26, 2017

Contact person: Melissa Pieri, District Engineer

Citrus Heights Water District

6230 Sylvan Road Citrus Heights, CA 95610

REQUEST FOR PROPOSALS

ENGINEERING, FINANCIAL PLANNING & PUBLIC ENGAGEMENT SERVICES PROJECT 2030 WATER MAIN REPLACEMENT STUDY

RELEASE DATE: April 7, 2017

CLOSING DATE: Proposals must be received as a PDF document via E-mail by Friday,

May 26, 2017 by Midnight PDT.

CONTACT PERSON: Melissa Pieri, Principal Civil Engineer

E-mail: mpieri@chwd.org Direct: 916-735-7724

Citrus Heights Water District

Address: 6230 Sylvan Road

Citrus Heights, CA 95610

Counter Hours: M-TH 8 AM-5:30 PM; Closed Fridays

PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain engineering, financial planning, and public engagement services of (a) qualified firm(s) to prepare a Water Main Replacement Study (Study or Project 2030) for Citrus Heights Water District (District or CHWD).

INTRODUCTION AND BACKGROUND

In 1998, the District hired a consultant (Carollo) to prepare a 30-year (1999-2030) Capital Improvement Plan (CIP). Over the past 20 years, this Plan has been a key planning tool for the District in determining annual capital improvement projects. This CIP plan has been used over the years by the District to develop its annual Capital Improvement projects list. The District has refined the list and created an interactive spreadsheet that it uses as a planning tool in developing annual water main capital improvement projects. As the above Plan is nearing the end of its term, the District is focusing on the water main component of the Plan and is soliciting proposals from qualified engineering firms, financial planning firms, and public engagement firms to prepare a new Study that will: 1) build-off of the current Plan; 2) focus on the water main portion of the District's overall CIP program.

While this Study is focused on developing an infrastructure and funding strategy for the replacement of water mains, an evaluation of alternatives will have to consider the larger capital improvement program requirements of the District (e.g. well development, meter replacement, other system infrastructure improvements, human resources (staffing), etc.).

Why This Project and Why Now?

The majority of urban development within the District's service territory occurred between the period of 1960-1985. Water mains were installed by private developers and inspected by District staff. These water mains became donated assets to the District, and it became CHWD's responsibility to operate, maintain, and plan for the replacement of these facilities. As the District looks ahead, a tidal wave of water main replacements may be needed beginning in year 2030 and carrying several years forward, as the water mains installed in the 1960's reach 70 years old. Therefore, CHWD has entitled this water main replacement study, "Project 2030."

Key elements of this Study, which will be described in more detail below, include: 1) Asset Inventory and Project Polygon Development, 2) Future Water Demand Projections, 3) Water Main Assessment, 4) Water Main Replacement Phasing Options and Preferred Option 5) Project Cost Estimates, 6) Funding Strategy, including Water Rate Options and Debt Service Options and 7) Implementation Plan. Also, a Customer Advisory Committee (CAC) will be organized (described in more detail below) and will work with the Project Team on all phases of the Study.

THE DISTRICT

The Citrus Heights Water District is located in the northeast portion of Sacramento County and south Placer County, California, about 15 miles northeast of downtown Sacramento. CHWD is an Irrigation District, founded in 1920, operating under the State of California Water Code. The District has 19,837 service connections in a 12 square mile territory serving a population of about 67,000 in five communities within Sacramento County and south Placer County that include approximately two-thirds of the City of Citrus Heights, a small portion of the City of Roseville and portions of the unincorporated communities of Fair Oaks, Orangevale, and Carmichael (see District boundary map in Attachment A). The District's 2017 adopted calendar year Operating Budget is \$9.9 million and its Capital Improvement Budget is \$5.85 million.

The District's primary source of water supply is treated Folsom Lake surface water that is purchased from San Juan Water District and delivered to the District via two large water transmission mains. Citrus Heights Water District also owns and operates six groundwater wells to supplement its surface water supply as necessary. According to its most recent survey of 20 water agencies, Citrus Heights Water District's typical residential water rate is 14.5% below the average for the Sacramento region.

WATER MAIN FACILITIES AND SOFTWARE

The District has approximately 225 miles of water mains ranging in size from 4" to 42" with pipe material consisting of asbestos cement, polyvinyl chloride, mortar lined steel, cast/ductile iron, and coal tar wrapped/coated steel. The majority of the water distribution mains are 6-inch and 8-inch in diameter.

The District utilizes water modeling (Hydraulic Model) software (InfoWorks) for planning purposes. The Hydraulic Model was created as part of a joint effort among the wholesale agency, San Juan Water District, and retail water agencies including the District in 2008. The District is currently under contract with an engineering firm (West Yost & Associates) to update the water model, which includes model calibration and updating existing water demands. The updated Hydraulic Model will be available for use in this Study.

DISTRICT ROLES AND RESPONSIBILITIES

Various District staff members will coordinate with the consulting team on the various Study scope items. The District staff is available on an as needed basis to assist the Project Manager and the consulting team with the Study. The consulting team will determine and present the best way to utilize the below team members for this Study. The key District team member's titles and duties are listed below.

Name, Title	Project 2030 Study Role	Notes
Caryl Sheehan, Ray Riehle, Al Dains, District Board Members	Policy Makers	Anticipate check-ins with the Board at 30%, 60%, and Final completion points of the Scope of Work, see additional information below.
Missy Pieri, District Engineer	Project Manager	Overall responsibility for Study and primary liaison to consulting team and Customer Advisory Committee.
Hilary Straus, General Manager Paul Dietrich, Engineering Dept. Manager Susan Sohal, Accounting Supervisor/Treasurer Brian Hensley, Water Resources Supervisor	Management Support to the Project Manager	Each staff member will provide support as required to the Project Manager concerning various aspects of the Study.
David Gordon, Operations Manager	Management Support to Project Manager	Mr. Gordon will provide data regarding well development program and associated costs. This information will provide additional CIP context as consulting teams develop its funding options.
Rex Meurer, Water Efficiency Supervisor	Management Support to Project Manager	Mr. Meurer will provide data regarding meter replacement program and associated costs. This information will provide additional CIP context as consulting teams develop its funding options.

Name, Title	Project 2030 Study Role	Notes
Tamar Dawson, Assistant Engineer Borey Swing, Engineering/GIS Technician	Staff Support to Project Manager	Work with Project Manager and consulting during the asset inventory phase of the project; other duties as assigned by the Project Manager
Management Services Supervisor/Chief Board Clerk (Position is currently vacant; anticipated to be filled by May 2017)	Public Information/Public Engagement	MSS/CBC will provide support to the Project Manager and consulting team in working with the Customer Advisory Committee and other public information/engagement activities associated with the Study

^{*}Note: All staff members other than the Project Manager can be utilized by the consulting team as a Technical Advisory Committee (TAC).

SCOPE OF SERVICES REQUESTED

The District invites interested consulting teams to submit written proposals to provide Engineering, Financial Planning, and Public Engagement Services for the "Project 2030" Water Main Replacement Study.

The requested scope of services will include the following:

• Asset Inventory and Project Polygon Development

Asset Inventory:

The consulting team will prepare a complete asset inventory of all water mains within the District. The District has a Geographic Information System (GIS) based mapping system (Esri ArcGIS version 10.1) that has accurate data for water main diameters and lengths, but many records have installation year and pipe material data fields with missing data. The intent of this task is to create an accurate and complete inventory of the District's water main assets (i.e., to complete all of the records in the database).

A hard copy of the Asset Inventory with the missing data fields will be available to the consultants at the mandatory pre-proposal meeting or prior to the meeting upon request (to be discussed later in this RFP).

Project Polygon Development:

During the last several years, CHWD staff has developed project polygons as a means of indexing our projects within our GIS mapping system. Each polygon contains four

fields (Project Name, Project Number, Project Type, and Facility ID) that describes the capital project. This Study will include the development of polygons for which information is available. As a frame of reference for developing your proposal, there are approximately 3,000-4,000 project folders for which a polygon will need to be developed.

As part of this scope item, the District anticipates the consulting team will perform the following tasks: 1) assist the District in reviewing archived project files; 2) determine the installation year and pipe material of the water mains; 3) create a project polygon within the GIS mapping system showing the limits of the project, and populate the project data fields.

Scanning of project files is not included in this scope of work.

• Future Water Demand Projections: The consultant will verify existing water demands and estimate long term water demands. It is understood that an Implementation Plan term will be developed through this Study process. It is also understood that the population growth projections will coincide with the Implementation Plan term developed. Population growth projections are available from the following sources: Citrus Heights Water District's 2015 Urban Water Management Plan, the General Plans for the City of Citrus Heights, Placer County and Sacramento County and population data is also available through the Sacramento Area Council of Governments (SACOG).

Water demands for all use types will be determined including, but not limited to, residential, commercial, institutional/governmental, landscape, construction and non-revenue water. Since CHWD serves an older, established area, future growth is expected to be slow as the District nears build out.

• Water Main Assessment: The consulting team will complete an assessment of the existing water mains and identify future needs to accommodate future build-out over the planning period. The consultant will evaluate the existing water distribution system using the District's Hydraulic Model and other documentation available (see Attachment B). This work will be coordinated through District staff.

It is understood that the condition of some of the District's large transmission mains needs to be assessed through field inspections (i.e. visual and television inspection, other methods). However, this field inspection work will largely fall outside the scope of this Study except for the various creek crossings. The District has seventeen (17) creek crossings that will require field inspection.

CHWD expects a Field Inspection Program will be one outgrowth of this Study. Moreover, it is understood that cost estimates for the overall replacement program will be conservative as a result of this Study, and will need to be refined in subsequent years as a result of a Field Inspection Program.

Elements of this scope item will include:

- 1. Review of past studies (see Attachment B for a list of past studies). The studies and data will be available prior to the mandatory Pre-proposal Meeting upon email request to Project Manager Melissa (Missy) Pieri (mpieri@chwd.org);
- 2. Review of the existing water distribution system and identification of future needs, including above ground water main creek crossings, cooperative transmission mains, and interties to the adjoining water districts;
- 3. Develop a Field Inspection Program (FIP). The FIP will identify the transmission main locations throughout the District for future inspection to refine the estimated work program and cost estimates from this Study;
- 4. Identify any infrastructure challenges and any key issues that need to be considered as we develop the FIP;
- 5. Identify any upcoming local and regional water supply issues and State and Federal regulatory issues and how they may impact the District; and
- 6. Identify any further studies that should be performed.
- **Project Cost Estimates:** The consulting team will prepare preliminary engineering and construction costs for the various programmatic and project elements. Cost estimates will be based on the assessment of distribution system by the Hydraulic Model, documentation review, and limited field assessments as described above. The detailed estimate will be broken out based on specific tasks as identified and recommended by the consulting team (i.e.: cost per lineal foot to include materials, supplies, and labor). Further, the consulting team should provide detailed assumptions of the cost estimate with inflation factors, etc.
- Water Main Replacement Phasing Plan: The consulting team will develop a Phasing Plan based upon an assessment as described above. It is understood that the Phasing Plan will be refined after the Study based on the FIP. A resource assessment (i.e. an assessment of District staffing/project delivery capability and District's cash flow) should be factored into the Phasing Plan.
- Funding Strategy/Rate Options Analysis: This Study will provide a funding strategy only for the water mains to be replaced. Notwithstanding, the consulting team will need to consider the District's other operations and capital requirements as it prepares a funding strategy to implement the Project 2030 work program.

To that end, the consulting team will work closely with District staff and the Project 2030 Customer Advisory Committee to review the District's operations and all other capital requirements that will impact the District's financial conditions during the term of the Project 2030 plan.

As an outgrowth of the considerations above, the consulting team will prepare several funding options that include on one end of the continuum a Pay as You Go option and

a Full Debt Financing option on the other end of the continuum and several "Blended Options" of Pay as You Go and Debt Financing for Customer Advisory Committee and Board of Directors' consideration.

The Funding Strategy identified in this Study will be incorporated into the District's overall Rate Model. The overall Rate Model is a separate and much larger financial plan.

- Implementation Plan: It is CHWD's observation, that many advanced planning studies lack an Implementation Action Plan and end up sitting on the shelf. To address this issue, as a deliverable, CHWD requests an Implementation Action Plan that describes what tasks CHWD policy makers and staff should be completing on an annual basis beginning from the completion year of the Study up to year 2030 and during the term of the Project 2030 planning period.
- Public Engagement/Stakeholder Outreach/Customer Advisory
 Committee/Presentations: The District recognizes the importance of a strong public
 information and engagement component when developing this Study. To that end, the
 consulting team will need to develop a Public Engagement Strategy as it formulates its
 proposal/work plan. It is recommended that the consulting team include (a)
 professional(s) who specializes in public engagement and working with focus groups
 in a public agency setting.

CHWD has compiled a list of customers who have expressed interest in participating on a Customer Advisory Committee (CAC), who will work with the consulting team throughout various phases of the Study. The CAC can serve as a focus group for the consulting team as policy options are identified. It will be the CAC's responsibility to consider the consulting team's policy alternatives and policy recommendation. Ultimately, it will be the CAC's responsibility to make a policy recommendation to the CHWD Board of Directors at the conclusion of the Study.

The District is assembling a seventeen member CAC comprised of one representative from each of ten of the eleven neighborhood associations within the City of Citrus Heights, one representative from the Orangevale Community Planning Advisory Council (CPAC), one representative from each of the Carmichael and Fair Oaks portions of the District's service territory, and 4 at-large representatives. The District will also maintain an Interest List of customers who will be notified of all meetings and may attend any CAC meetings as they are public meetings. The CAC will be in place prior to commencing said work.

For planning and budgeting purposes, the consulting teams' proposals should anticipate no more than six (6) CAC meetings, each lasting up to three (3) hours. Each meeting will be planned out in advance with the Project 2030 Project Manager and staff project team, and ample hours should be budgeted accordingly for that effort.

Additional public information and public engagement components should include but not be limited to: 1) progress updates to the Board of Directors at the 30%, 60% and

Final completion levels of the Study (The Board of Directors regularly meets once per month, on the second Tuesday of each calendar month. However, special Board Meetings can be scheduled if needed.); 2) update the District's Project 2030 Study page or pages at CHWD's website; 3) use of social media as the consulting team proposes; and 4) use of other media and channels of communication as the consulting team proposes.

• **Study Schedule:** Each proposal shall include a schedule that includes the following elements: 1) project tasks by project phase; and 2) all public information and public engagement activities, including the CAC and Board of Directors meetings.

The CHWD requests that the schedule be prepared in the form of a Gantt chart(s) with the overall Study to be completed no later than November 1, 2018.

Power Generation): Note, this item will be prepared for staff and Board of Directors review only and will not be reviewed by the CAC. Complete a pressure reduction analysis for the District's entire water system. As background to this request, the District has two pressure reducing stations, and would like to explore the technical and cost issues associated with implementing system-wide pressure control. The most cost effective approach(es) should be identified. In addition to the one time capital costs to implement system-wide pressure control, any operational and maintenance expenses and replacement accrual costs should be identified.

As one additional option, the engineering team should identify the capital costs and any operational and maintenance and replacement costs associated with adding a power generation component to the pressure control system.

As background, CHWD has been in consultation with its electric utility, Sacramento Municipal Utility District (SMUD), concerning the two agencies working together to implement power generation through pressure control. The consulting team will want to further explore this partnership approach between the two agencies as well as a stand-alone approach for the District.

KEY DELIVERABLES

The consulting team shall provide the following key deliverables to the District:

- 1. Complete Asset Inventory: Asset Inventory should be provided to the District at 50% and 100% completion.
- 2. Complete Project Polygon Development as requested in the Scope of Services Requested section above. The Project Polygon ArcGIS layer will be provided to the District at 50% and 100% completion.
- 3. Develop Future Water Demands as described above. The initial submittal will be a Technical Memo with the final work product incorporated into the Final Report as a chapter.
- 4. Develop a phased replacement program of water distribution mains.
 - a. Develop policy/replacement options (2-4 options).

- b. Develop cost estimates and funding strategies for each option.
- c. Identify a preferred alternative (i.e., replacement strategy, cost estimate and funding strategy).
- 5. Develop an on-going Field Inspection Program (FIP) as described above. This work element may be in a form of a report and may be incorporated into the Final Report as a chapter and/or appendix.
- 6. Develop Technical Memorandum(s) for Items 4-6 in the Water Main Assessment portion of the Scope of Services Requested section above.
- 7. Prepare an Implementation Plan as described in the Scope of Services Requested section above.
- 8. Prepare a Public Information and Public Engagement strategy as described in the Scope of Services Requested section above.
- 9. Prepare a System-Wide Pressure Control Analysis as described in the Scope of Services Requested section above. Note, as this task is an add/deduct or ancillary item to the Project 2030 Study scope of work, this item will be prepared as a separate report.

RFP RESPONSE FORMAT

The RFP respondent will submit an electronic copy (PDF format with bookmarks) of the RFP response with all of the information requested. In order to simplify the proposal evaluation process, the District is seeking RFP responses in the following format:

*Important--Please submit your RFP responses with section breaks/cover pages corresponding to the lettered items in the section below.

PROPOSAL FORM AND CONTENT

A. Proposal Submittal

All pages of the proposal must be numbered consecutively. The proposal must be organized in accordance with the list of proposal contents. The proposal must provide specific and succinct responses to all questions and requests for information.

Respondents must include the following items in their proposals addressing the Scope of Services Requested above. Proposals and the fee schedule must be valid and binding for 120 days following the proposal due date, and may become part of the agreement with the District.

B. Letter of Transmittal

Include a cover letter signed by a duly authorized representative of the lead firm of the consulting team. The cover letter must include names of all firms included on the consulting team, and for the authorized representative for the overall proposal, that contact person's address, telephone number (cell phone number preferred but not required) and e-mail address. In addition, the name, title, address, telephone number, and e-mail address of the person or persons who are authorized to represent the Respondent and to whom correspondence should be directed will be included. An unsigned proposal is grounds for rejection.

C. Table of Contents

Include a clear identification of the submitted material by section and by page number.

D. Summary

Introduce the proposal and summarize the key provisions of the proposal. Based on your firm's/team expertise and qualifications, explain why your firm is best suited to provide the services described herein.

E. Statement of Understanding

Include a detailed statement of understanding of the engineering and financial planning services to be provided. If there are services listed in this RFP that the Respondent will not be able to provide or additional services the Respondent feels is necessary, please be certain to address such in your response.

F. Report Tasks

Include a description of tasks to be undertaken and methodologies to be used, addressing all elements of Scope of Services Requested described above. Please keep all work elements in the same chronological order as addressed in the Scope of Services Requested above.

G. Background and Experience

- 1. Official name and address of each firm on the consulting team.
- 2. Describe the firm's background and history, including the number of years in practice. Describe in detail the firm(s) infrastructure and financial planning expertise.
- 3. List the location of office(s) that would serve the Citrus Heights Water District.
- 4. Provide an organization chart of the team members who will provide the services described in this RFP.
- 5. Provide the educational and professional qualifications of each individual to be assigned, including subconsultants. Include a summary of each individual's work experience with related projects, highlighting comprehensive reviews of and/or creation of new Water Main Replacement Projects.
- 6. Provide a list of 3-5 references from water district and/or City water department clients who have engaged the consultant and subconsultant(s) to complete similar projects. Include the contact person, the agency name, contact person's e-mail address and phone number.

H. Project Cost

Provide a breakdown of project costs by tasks in a manner that allows for easy cross-referencing of task, personnel, timing and costs (add subconsultants as required).

I. Schedule

Proposal will include a schedule for completion of the project broken down by major phases of work. The schedule will be in the form of a Gantt Chart(s).

J. Agreement

At the conclusion of the initial evaluation process, negotiations between the District and the selected Respondent for a contract will proceed. If the District engages a Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated and the District may elect to contact another Respondent. This sequence may continue until an agreement is reached.

K. Additional Information

In this section, provide any other information that the Respondent believes is applicable to the evaluation of the proposal or your qualifications for providing the proposed engineering, financial planning, and public engagement services. You may use this section to address those aspects of your services that distinguish your firm from other firms.

REVIEW AND SELECTION PROCESS

A. Process

The District staff will evaluate proposals and conduct interviews with the top Respondent(s). Respondents will be evaluated on the basis of experience, qualifications, cost and approach to the services requested. The Respondent determined best qualified to perform this service will be identified by the Board of Directors for commencement of contract negotiations.

B. Evaluation Criteria

The following information will be considered during the evaluation process:

- 1. Experience and qualifications identified in the Proposal (i.e. water master plans, water rate studies, public outreach).
- 2. Project understanding and innovative ideas in addressing the various scope items.
- 3. Complete and clear response to requested matters in the Proposal.
- 4. Cost of providing services.

- 5. Communication skills.
- 6. Three to five references from other client water agencies and/or local government agencies.

SCHEDULE

The project is to commence after Board approval on August 8, 2017 and is expected to be completed by November 1, 2018.

GENERAL TERMS AND CONDITIONS

<u>Limitation:</u> The Request for Proposals (RFP) for Engineering, Financial Planning, and Public Engagement Services for "Project 2030" Water Main Replacement Study does not commit the Citrus Heights Water District to award a contract, to pay any cost incurred in the preparation of an RFP response or to procure or contract for services or supplies. The District reserves the right to reject any or all proposals for any reason and to amend, modify or terminate the RFP process in any manner at any time.

<u>Award:</u> The firm/entity chosen to conduct the Project 2030 Study may be required to participate in negotiations and to submit such revisions of its proposal as may result from negotiations. The District reserves the right to award a contract without discussion based upon the initial proposals.

<u>Signature:</u> Each proposal must be signed on behalf of the Respondent by an officer authorized to bind it.

PROPOSAL QUESTIONS AND SUBMISSION

A <u>mandatory pre-proposal meeting</u> will held on Wednesday, April 26, 2017 at the City of Citrus Heights Community Center, Room BC located at 6300 Fountain Square Drive beginning at 10:00 a.m. All individuals planning on attending the pre-proposal meeting shall notify Melissa (Missy) Pieri (<u>mpieri@chwd.org</u>) via email no later than 24-hours in advance of the meeting with the following text in the Subject Field of the email (RSVP – Project 2030 Pre-Proposal Meeting) so accommodations can be arranged. The goal of this meeting is to provide the proposing consultants an opportunity to meet staff and ask clarifying questions on scope of the RFP. Past studies and additional data will also be provided at the meeting, as necessary.

Proposals should be responsive to the questions set forth in this Request for Proposals. All materials which are submitted may be deemed to be part of the responding proposal, and may be incorporated in any subsequent contract between the District and any selected Respondent.

Proposals shall be submitted electronically to mpieri@chwd.org with a Subject title of "Proposal for Engineering, Financial Planning, and Public Engagement Services - Project 2030."

An electronic copy in PDF format **must be received** via e-mail no later than **midnight PDT**, **Friday**, **May 26**, **2017**.

Proposals will be addressed to:

Ms. Melissa Pieri District Engineer Citrus Heights Water District 6230 Sylvan Road Citrus Heights, CA 95610-5610

Late proposals will not be accepted.

SELECTION PROCESS AND TIME FRAME

Friday, April 7, 2017 Release date of RFPs
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Wednesday, April 20, 2017 Mandatory 1 re-proposal friceting	Wednesday, April 26, 2017	Mandatory Pre-proposal Meeting
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Week of June 5, 2017 Top Firms invited for interview with Proposal Review Team.

Week of June 19, 2017 Interviews of Top Firms

Week of July 10, 2017 Interview of Finalist Firms (if needed)

Selection of Top Consulting Team

Week of July 10, 2017 through

Week of July 31, 2017 Contract development

Tuesday, August 8, 2017 Board approves a contract with RFP respondent

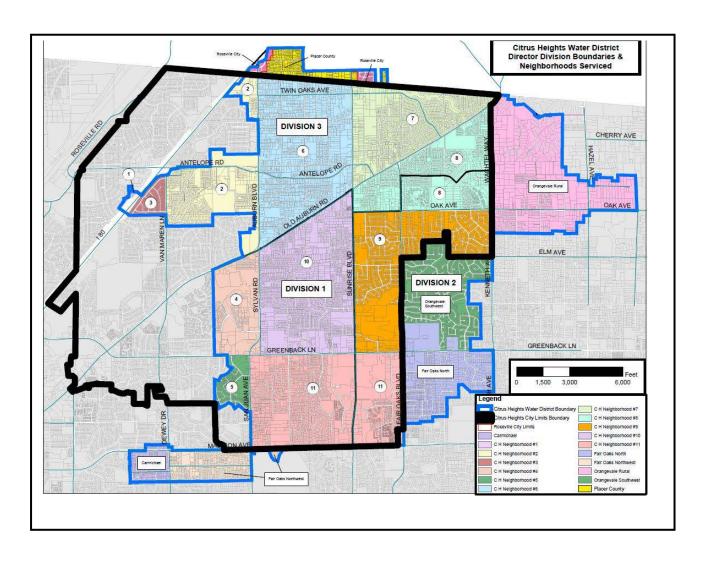
selected to provide Engineering, Financial, and Public Engagement Services for "Project 2030" Water Main

Replacement Study

- Attachment A District Boundary Map
- Attachment B List of Past Studies and Data
- Attachment C Professional Services Agreement

Attachment A

Citrus Heights Water District Boundary Map



Attachment B

List of Past Studies and Data (To be Provided to Consultant Upon Request)

- 1. Citrus Heights Water District 2015 Urban Water Management Plan, June 2016. J. Crowley Group Water Resources Planning and Policy.
- 2. Citrus Heights Water District Water System Master Plan, April 1998. Carollo Engineers.
- 3. Citrus Heights Water District Capital Improvement Plan, September 15, 1998. Carollo Engineers.
- 4. Citrus Heights Water District Pressure Reducing/Sustaining Station Study, October 1989. CH2MHill.
- 5. SMUD report titled "In-conduit Hydropower Opportunities in SMUD's Service Territory".
- 6. ArcGIS water main attribute field table.
- 7. Project Data Inventory
- 8. Creek Crossing Data
- 9. District Leak History
- 10. District Map showing the location of the pressure reducing stations/zones.

Attachment C

Professional Services Agreement

CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of	, 2017 by and between
the Citrus Heights Water District, an irrigation district	organized and operating under the laws of
the State of California with its principal place of busi	ness at 6230 Sylvan Road, Citrus Heights,
California ("District"), and [***INSERT NAME***	<mark>*</mark>], a <mark>[***INSERT TYPE OF ENTITY -</mark>
CORPORATION, PARTNERSHIP, SOLE PRO	PRIETORSHIP OR OTHER LEGAL
ENTITY***] with its principal place of business at	[***INSERT ADDRESS***] (hereinafter
referred to as "Consultant"). District and Consultant	are sometimes individually referred to as
"Party" and collectively as "Parties" in this Agreement	t.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

Project 2030 Plan Engineering, Financial Planning, and Public Engagement Services for the Water Main Replacement Study (hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. <u>Services</u>.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

2. <u>Compensation</u>.

- a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$______ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 45 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within [Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.] The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. <u>Assignment and Subconsultant</u>

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. <u>Independent Consultant</u>

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. <u>Insurance</u>. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.
- (iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 per occurrence for bodily injury and

property damage

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. <u>Policy Provisions Required</u>

- (i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability.

Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:
 - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.
- (iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.
- j. <u>Subconsultant Insurance Requirements</u>. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

- To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims') in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
- b. Additional Indemnity Obligations. Consultant shall defend, with counsel of District's choosing and at Consultant's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by the District, its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse the District, its officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents and volunteers.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and subsubconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Sacramento, State of California.

16. Termination or Abandonment

- a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.
- 17. <u>Documents</u>. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project ("Documents & Data") shall, upon payment in full for the

services described in this Agreement, be furnished to and become the property of the District. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of any Documents & Data furnished or to be furnished by Consultant less any specific details provided by the District unless such details are within the public realm. All Documents & Data are instruments of service and are not intended to be modified or represented to be suitable for reuse on other projects by District except as may be contemplated pursuant to the terms of this Agreement. Any such modification or reuse without Consultant's prior written approval will be at District's sole risk, without liability or legal exposure to Consultant. Rights to intellectual property developed, utilized, or modified in the performance of the services under this Agreement including the Documents & Data developed hereunder ("Intellectual Property") shall remain the property of Consultant. Consultant hereby grants to District an irrevocable, nonexclusive, royalty-free license to utilize Intellectual Property provided to District as part of the Services for the purposes set forth in this Agreement.

18. <u>Organization</u>

Consultant shall assign as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

19. <u>Limitation of Agreement</u>.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT

Citrus Heights Water District

6230 Sylvan Road

Citrus Heights, California 95610

Attn: [***INSERT NAME & DEPARTMENT***]

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. <u>Severability</u>

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

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

28. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, 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.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITRUS HEIGHTS WATER DISTRICT AND ***INSERT NAME***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITRUS HEIGHTS WATER DIST	RICT [INSERT NAME OF CONSULTANT]
By:	By:
[<mark>INSERT NAME</mark>] [<mark>INSERT TITLE</mark>]	Its:
	Printed Name:
	Federal ID No.
	Business License Number (City of

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detained progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule