

**CITRUS HEIGHTS WATER DISTRICT
NOTICE REQUESTING PROPOSALS
HIGHLAND WELL PROJECT
DESIGN, TESTING, AND CONSTRUCTION MANAGEMENT**

Citrus Heights Water District (“District”) will receive proposals for the HIGHLAND WELL PROJECT - DESIGN, TESTING, AND CONSTRUCTION MANAGEMENT no later than Monday, March 18, 2024 at 5:00 p.m. at the Citrus Heights Water District, Attn: Brian Hensley, bhensley@chwd.org. The District will not accept late proposals. Proposals and fee schedules shall be valid for 120 calendar days after the proposal opening date. The purpose of this Request for Proposals (RFP) is to obtain engineering services for the preparation of preliminary, final, and as-built plans for project elements including, but not limited to, well design including pump and motor (vertical turbine or submersible), concrete masonry unit building, disinfection facilities, aquifer storage and recovery (ASR) capabilities, electrical, mechanical, civil, surveying, security elements, and all other above-ground appurtenances, as necessary. Testing oversight, construction management, and Grant compliance/reporting assistance will be required for all construction phases.

Amendments or changes to the Contract Documents, Plans and Specifications prior to the date and time specified of the opening of proposals will be performed and validated in writing and distributed by the District to the plan holders of record. Please submit your RFP responses with section breaks/cover pages/bookmarks corresponding to the lettered items in the sections. The District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Modifications to or withdrawal of proposals may be made by the proposer prior to the proposal closing deadline.

The District reserves the right to reject any or all proposals and to waive any informality or irregularity in any proposal.

Written questions must be submitted by 5 p.m. on Monday, March 11, 2024. Submissions must be sent via email to Brian Hensley at bhensley@chwd.org. An addendum addressing all questions will be sent to all respondents via email by Wednesday, March 13, 2024 no later than 4:30 PDT.

RFP responses are due via E-mail no later than 5:00 PM PDT on Monday, March 18, 2024.

Prospective proposers may obtain a complete set of Contract Documents on the District’s website: www.chwd.org.



Public Notice

REQUEST FOR PROPOSALS (RFP)

HIGHLAND WELL PROJECT DESIGN, TESTING, AND CONSTRUCTION MANAGEMENT

Release Date: March 8, 2024

Deadline for Submission: March 18, 2024

Contact person: Brian Hensley, Water Resources Supervisor

**Citrus Heights Water District
6230 Sylvan Road
Citrus Heights, CA 95610**

REQUEST FOR PROPOSALS

HIGHLAND WELL PROJECT DESIGN, TESTING, AND CONSTRUCTION MANAGEMENT

RELEASE DATE: March 8, 2024

CLOSING DATE: Proposals must be received as a PDF document via e-mail by March 18, 2024, by 5:00 PM PDT.

CONTACT PERSON: Brian Hensley, Water Resources Supervisor
E-mail: bhensley@chwd.org
Direct: 916-735-7730

Citrus Heights Water District

Address: 6230 Sylvan Road
Citrus Heights, CA 95610

Counter Hours: M-TH 8:00 AM-5:30 PM; Closed Fridays

PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain engineering services for the preparation of preliminary, final, and as-built plans for project elements including, but not limited to, well design including pump and motor (vertical turbine or submersible), concrete masonry unit building, disinfection facilities, aquifer storage and recovery (ASR) capabilities, electrical, mechanical, civil, surveying, security elements, and all other above-ground appurtenances, as necessary. Testing oversight, construction management, and Grant compliance/reporting assistance will be required for all construction phases.

THE DISTRICT

The Citrus Heights Water District (CHWD or District) is 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 over 20,000 service connections in a +/-12.7-square-mile territory serving a population of about 67,000 in five communities within Sacramento County and south Placer County. The District's service area includes 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 in Sacramento County and a portion of unincorporated Placer County. The District meets water supply-demand with purchased surface water and has 6 groundwater wells

for supplemental supply. Under normal operations, the existing wells can provide approximately 100 percent of the required water supply based on current minimum-day demands.

PROJECT BACKGROUND

- The District owns property at 7725 Highland Ave. (.52 Acres) to install a new groundwater well as part of its Strategic Plan to complete well site #8. In 2019, the District drilled and abandoned a test hole at the project site. The test determined there would be adequate water available for a groundwater well. See Attachment B for the Driller's log.
- The District has completed the environmental review for this project to include an Initial Study / Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Central Valley RWQCB Comment Letter, Phase 1 Environmental Site Assessment, and Preliminary Drinking Water Source Assessment which are available upon request. NEPA Cross-cutter requirements for Federal funding have also been completed.
- The project has been awarded \$1.5 million in Federal Grant funds and 3.5 million in State Grant funds for facility construction.

SCOPE OF SERVICES REQUESTED

The District invites interested Consulting firms to submit written proposals to provide Engineering Services for the Design, Testing, and Construction Management of the Highland Well Project.

The requested Scope of Services is categorized into primary *Tasks* which are organized as follows:

Phase 1: Well Drilling

Task 1

- Prepare a complete set of construction specifications and bid package for drilling new groundwater well.
- Respond to Questions and Requests for Information from qualified contractors. Prepare Bid Addendums, if necessary.

Deliverables – 50/95/Final construction specifications and bid package for drilling new groundwater well

Task 2

- Provide Construction Management and oversight of testing and development of the new well.
- Provide Well Construction Summary Report.

Phase 2: Design and Construction Management of Surface Facilities

Task 1

- Conduct preliminary engineering and field investigations, including background data review and geotechnical investigation.
- Complete a Basis of Design technical memorandum with preliminary site layout and positioning of facilities.
- Complete a set of improvement plans for equipping the newly constructed well and a complete set of written construction specifications in Construction Specification Institute format for equipping the well and all above-ground appurtenances. To include at a minimum the following:
 - Cover Sheet
 - Grading and drainage (including existing and proposed elevations extending 25 feet beyond the property boundaries)
 - Site development plan
 - Architectural and Structural - plans and details
 - Mechanical - plans and details
 - SMUD application and submittal package
 - Electrical - plans and details
 - Instrumentation and controls (SCADA) integration
 - Operation memorandum and schematic diagram
 - Provisions for Treatment
 - Treatment facilities (if required)

Deliverables – 50/95/Final Construction Plans and Specifications

- Provide the District with a list of qualified contractors for the equipping of the newly constructed well.
- Assist the District with questions and Requests for Information from qualified contractors. Prepare Bid Addendums, if necessary.
- Upon receiving Bids, provide the District with written recommendations for awarding the construction contract.

Task 2

- Provide Construction Management, Inspection, and oversight of Testing of equipping of surface facilities
- Complete final as-built drawings and a written operations and maintenance manual for the newly equipped well. (Word and .pdf)
- Finalization of the Drinking Water Source Assessment

Deliverables- Final as-built drawings, Operations and Maintenance Manual, and final Drinking Water Source Assessment

Design Review Meetings

The Consultant will prepare construction documents for review at the 50% and 95% complete stages of the design. The Consultant will meet with District staff at the following levels of design:

- 50% Review Design - The Consultant will prepare for, conduct, and document a 50% design review meeting to include civil, architectural, mechanical, electrical, and instrumentation designs; specifications outline; SMUD application and submittal; and permit status report.
- 95% Review Meeting - The Consultant will prepare for, conduct, and document a 95% design review meeting to include all drawings, technical and construction specifications; engineering opinion of the probable construction cost; and preliminary operations plan for the groundwater well.
- Bi-monthly status meetings or as needed.

Construction Management, Inspection, and Testing

The Consultant is to provide overall construction management services for successful completion of the work on schedule and within budget.

The Consultant will complete the following specific tasks:

- Attend pre-construction meetings and review the construction schedule.
- Monitor all construction activities and provide a weekly written report.
- Review Contractor submittals for conformance to the design drawings and specifications.
- Review and respond to Contractor's Requests for Information.
- Issue field memos and respond to requests for clarification as required.
- Review Contractor change orders and provide written recommendations to District staff.
- Review Contractor progress payment requests and provides recommendations to District staff for payment.
- Assist in resolving conflicts caused by discrepancies in contract documents.
- Assist in start-up and commissioning operations, and attend contractor walkthroughs, final inspections, and testing.
- Prepare record drawings depicting as-built conditions in AutoCAD (latest version).
- Complete an Operations and Maintenance Manual.
- Finalize Drinking Water Source Assessment
- Ensure compliance with Grant funding requirements, including quarterly reporting of construction activities and cost invoicing for grant funding reimbursement.

RFP RESPONSE FORMAT

Proposers must submit an electronic copy (PDF with bookmarks) of the RFP response with all of the information requested. 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/bookmarks corresponding to the lettered items in the sections below.**

PROPOSAL FORM AND CONTENT

A. Proposal Submittal

All pages of the proposal must be numbered consecutively. The proposal must be organized per 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 must 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 Consulting Team's expertise and qualifications, explain why your Team is best suited to provide the services described herein.

E. Statement of Understanding

Include a detailed statement of understanding of the Project 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 are 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 the Requested Scope of Services. Please keep all work elements in the same chronological order as addressed in the Requested Scope of Services.

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) groundwater well design, testing, and construction management expertise.
3. List the location of office(s) that would serve the District.
4. Provide references from public agency clients who have engaged the Consultant and sub-consultant(s) to complete similar projects. Include the agency name and contact person, including 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 the task, personnel, timing, and costs (add sub-consultant(s) as required).

I. Project Schedule

The proposal will include a schedule for completion of the project broken down by major phases of work that include the following elements: 1) project tasks and deliverables and 2) project construction management, testing oversight, and grant reporting.

The District requests that the schedule be prepared in the form of a Gantt chart(s) showing the proposed Project completion date.

J. Additional Information

In this section, provide any other information that the Respondent believes applies to the evaluation of the proposal or your qualifications for providing the proposed Engineering

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

District staff will evaluate proposals and may conduct interviews with the top Respondent(s). Respondents will be evaluated based on experience, qualifications, cost, and approach to the services requested. The Respondent determined best qualified to perform Engineering Services for this Project will be identified by the District project team for commencement of contract negotiations and ultimately approved by the District's Board of Directors.

B. Agreement

After the evaluation process, negotiations between the District and the selected Respondent for a contract (see Professional Services Agreement in Attachment C) 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.

C. Evaluation Criteria

The following information will be considered during the evaluation process:

1. Experience and qualifications identified in the Proposal (e.g. groundwater well design, testing, and project management), as well as familiarity with District facilities and prior design criteria.
2. Project understanding and innovative ideas in addressing the various scope of service items.
3. Complete and clear responses to the requested information in the RFP.
4. Cost of providing services.
5. Communication skills.
6. References from other public agency clients.

NOTICE TO PROCEED

The Project is to commence after Board approval.

GENERAL TERMS AND CONDITIONS

Limitation: This RFP for Engineering Services for the Project does not commit the District to award a contract, to pay any cost incurred in the preparation of an RFP response, or to procure or contract for services. 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.

Award: The firm/entity chosen to conduct the Project 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.

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

PROPOSAL QUESTIONS AND SUBMISSION

Questions about the Highland Well Project should be directed to Brian Hensley bhensley@chwd.org

Proposals should be responsive to the questions outlined in this RFP. All submitted materials may be deemed to be part of the responding proposal and may be incorporated in the contract between the District and any selected Respondent.

Proposals shall be submitted electronically to bhensley@chwd.org with the subject title of “Proposal for Engineering Services – Highland Well Project.” An electronic copy in PDF format **must be received** via e-mail no later than **5:00 PM PDT, March 18, 2024**.

Late proposals will not be accepted.

SELECTION PROCESS AND PROJECT TIME FRAME

Friday, March 8, 2024	Release date of RFP
Monday, March 11, 2024	Deadline for questions no later than 5:00 PM PDT
Wednesday, March 13, 2024	Questions answered by 4:30 PM PDT
Monday, March 18, 2024	RFP responses are due via E-mail no later than 5:00 PM PDT
Week of March 18, 2024	Selection of Consulting Team and contract development

Tuesday, March 26, 2024

Board approves a contract with RFP respondent selected to provide Engineering Services for the Highland Well Project

ATTACHMENTS

- Attachment A – Site Map
- Attachment B – Test Hole Driller’s Log
- Attachment C - Professional Services Agreement
- Other Information Available Upon Request:
 - Initial Study/ Mitigated Negative Declaration*
 - Mitigation Monitoring and Reporting Program*
 - Central Valley RWQCD Comment Letter*
 - Phase 1 Environmental Site Assessment*
 - Preliminary Drinking Water Source Assessment*

Attachment A

Site Map

PROJECT LOCATION

A map is provided to show the Project location.



Attachment B

Test Hole Driller's Log

Well Completion Report

Owner's Well Number Highland test well Date Work Began 05/28/2019 Date Work Ended 06/13/2019 Driller's Name: Ryan Reynolds
 Local Permit Agency ENVIRONMENTAL MANAGEMENT DEPARTMENT ENVIRONMENTAL COMPLIANCE DIVISION ABC Job #: 890315
 Permit Number 60414 Permit Date 12/18/18

Geologic Log		
Orientation <input checked="" type="radio"/> Vertical <input type="radio"/> Horizontal <input type="radio"/> Angle Specify _____		
Drilling Method <u>Direct Rotary</u> Drilling Fluid <u>Bentonite Mud</u>		
Depth from Surface Feet to Feet	Description Describe material, grain size, color, etc	
0	50	silty brown sand
50	200	medium sand light brown sand
200	300	sand volcanic black
300	450	silty sand
450	500	silt and sand brown
500	608	dark brown clay
		test well checked cuttings and did three zone tests
		then abandoned boring with cement from 608' to 2'
Total Depth of Boring <u>608</u> Feet		
Total Depth of Completed Well <u>0</u> Feet		

Well Owner	
Name	<u>CITRUS Heights Water District</u>
Mailing Address	<u>6230 Sylvan Rd.</u>
City	<u>Citrus Heights</u> State <u>CA</u> ZIP <u>95610</u>

Well Location	
Address <u>7725 Highland Avenue</u>	
City	<u>Citrus Heights</u> County <u>Sacramento</u>
Dec. Lat.	Dec. Long.
Parcel	

Activity	
<input type="radio"/> New Well <input type="radio"/> Modification/Repair <input type="radio"/> Deepen <input type="radio"/> Other <input type="radio"/> Destroy Describe procedures and materials under "Geologic Log"	

Planned Uses	
<input type="radio"/> Water Supply <input type="checkbox"/> Domestic <input type="checkbox"/> Public <input type="checkbox"/> Irrigation <input type="checkbox"/> Industrial <input type="radio"/> Cathodic Protection <input type="radio"/> Dewatering <input type="radio"/> Heat Exchange <input type="radio"/> Injection <input type="radio"/> Monitoring <input type="radio"/> Remediation <input type="radio"/> Sparging <input checked="" type="radio"/> Test Well <input type="radio"/> Vapor Extraction <input type="radio"/> Other _____	

Soil Classification			
Depth from Surface Feet to Feet	Soil Class	Soil Color	Soil Description
0			

Casings							
Depth from Surface Feet to Feet	Borehole Diameter (Inches)	Type	Material	Wall Thickness (Inches)	Outside Diameter (Inches)	Screen Type	Slot Size if Any (Inches)
0							

Annular Material			
Depth from Surface Feet to Feet	Fill	Description	
0	608	<u>Cement</u>	neet cement 5% bentonite

Save Now

Reset Form

Attachment C

Professional Services Agreement

CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] 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 business at 6230 Sylvan Road, Citrus Heights, California ("District"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP 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.

RECITALS

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

[REDACTED]
(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. Services.

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. Compensation.

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. Assignment and Subconsultant

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. Independent Consultant

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. Insurance. 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. Policy Provisions Required

(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. Subconsultant Insurance Requirements. 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.

a. 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. 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 (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1).

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 sub-subconsultants 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. Documents. 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. Organization

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

19. Limitation of Agreement.

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: [REDACTED] &
[REDACTED]

CONSULTANT:

[REDACTED] NAME, ADDRESS &
CONTACT PERSON[REDACTED]

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. Severability

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 DISTRICT [INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

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 detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work prior to commencing as stipulated in Item 3, Additional Work. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule