RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

1920 NORTH IRIS LANE

ESCONDIDO, CA 92026-1399

Engineering Department

REQUEST FOR PROPOSALS

FOR:

# AS-NEEDED INSPECTION, ENGINEERING, CONSTRUCTION MANAGEMENT AND PROJECT ADMINISTRATIVE SERVICES MASTER AGREEMENT

## October 2026

| | |
|---|---|
| Issue Date | October 15, 2026 |
| Proposal Due | November 12, 2026 |
| Submittal Contact | Shawnele Morelos, Engineering Manager<br>smorelos@rinconwater.org |

Master Agreement / On-Call Professional Services

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# 1. Notice Inviting Proposals

Rincon del Diablo Municipal Water District (District or RDDMWD) invites qualified consulting firms (Respondents) to submit proposals to provide as-needed inspection, engineering, construction management, and project administrative services under a master professional services agreement.

The District seeks one or more firms with demonstrated experience supporting public water, wastewater, recycled water, pumping, treatment, civil, building, utility, and related infrastructure projects. Services will be authorized on an as-needed and/or project-specific basis through written task orders or other written authorization issued by the District.

> No guaranteed workload
>
> A master agreement resulting from this RFP does not guarantee any minimum amount of work, any particular task order, or any minimum compensation.

# 2. Introduction and District Overview

## 2.1 Purpose

The purpose of this RFP is to evaluate the qualifications, competence, availability, and capacity of Respondents to furnish the services described in this RFP and Attachment 1. The selected firm or firms will supplement District staff during periods of increased workload, provide specialized technical expertise, and support the planning, design, permitting, procurement, construction, inspection, administration, and closeout of District projects.

## 2.2 District Overview

The District is located in the northerly inland portion of San Diego County. Its service area encompasses approximately 42 square miles and overlaps portions of the cities of Escondido, San Marcos, and San Diego, as well as unincorporated County areas. Through Improvement Districts 1 and A, the District operates and maintains water infrastructure serving approximately 9,000 service connections and a population of approximately 30,000 residents.

The District maintains and operates water, wastewater, recycled water, pumping, treatment, and related facilities. Project assignments may occur within District boundaries and at other locations necessary to support District facilities, operations, or interagency coordination. See Exhibit A for the District Boundary Map.

# 3. Scope of Required Services

The successful Respondent(s) shall provide services consistent with the professional standard of care and in accordance with applicable laws, regulations, codes, permits, District standards, policies, procedures, and Standard Operating Procedures. The detailed scope of work is included in Attachment 1 and is incorporated into this RFP by reference.

## 3.1 Categories of Consultant Services

- Project management, construction management, office engineering, and project administration;

- Engineering investigations, evaluations, design support, technical review, cost estimating, CAD drafting, field engineering, and construction engineering support;
- Development services support, including review of private development improvement plans, facilities, and record drawings;
- Construction inspection for water, wastewater, recycled water, site civil, building, mechanical, electrical, instrumentation, controls, and utility work;
- Specialty inspection, as authorized and when performed by appropriately qualified and certified personnel;
- Permitting, agency coordination, funding support, project controls, risk management, claims documentation, and dispute-resolution support; and
- Project documentation, recordkeeping, closeout, and related deliverables.

## 3.2 General Requirements

- Provide qualified personnel with the licensing, certifications, technical knowledge, communication skills, and availability appropriate for each assignment.
- Provide all normal office and field equipment and supplies necessary to perform assigned work unless otherwise authorized by the District, including laptop or tablet, mobile telephone, vehicle, digital photographic equipment, applicable software, current reference standards, personal protective equipment, and general field supplies.
- Ensure assigned personnel are employees of the Respondent or District-approved subconsultants and are covered by all applicable employment, workers' compensation, and insurance requirements.
- Comply with applicable federal, state, and local employment requirements; California prevailing wage requirements when applicable; and all project-specific labor, funding, permit, and safety requirements.
- Maintain a valid California driver license and appropriate automobile insurance for personnel operating vehicles in connection with District assignments.
- Work independently and collaboratively with District Engineering, Operations, Customer Service, Finance, contractors, developers, regulators, consultants, and the public.

## 3.3 Public Works Contractor Registration

**California Public Works and Prevailing Wage Requirements.** If any Task Order includes work that constitutes public work subject to California prevailing wage requirements under California Labor Code sections 1720 et seq., 1770 et seq., or other applicable law, the Task Order shall be subject to all applicable California public works requirements.

Except as otherwise permitted by law, including the small-project exemption in Labor Code section 1771.1, the selected Respondent and every applicable subcontractor of every tier shall be currently registered as a public works contractor with the California Department of Industrial Relations (“DIR”) pursuant to Labor Code sections 1725.5 and 1771.1 before bidding on, being listed in a proposal for, entering into, or performing work under the applicable Task Order. The Respondent and applicable subcontractors shall maintain active DIR registration throughout performance of the applicable Task Order.

The District will include the required DIR-registration notice in applicable solicitation and contract documents and will not accept a bid or proposal, or enter a contract or applicable Task Order, without required proof of current DIR registration. The Respondent shall provide its DIR registration number and, upon request, evidence of the current DIR registration of each applicable subcontractor before award or authorization to perform public-works services.

For each covered Task Order, the Respondent shall comply with all applicable prevailing-wage, apprenticeship, certified-payroll, jobsite-posting, and DIR project-registration and reporting requirements, including Labor Code sections 1771, 1771.4, 1773.3, 1776, and 1777.5, and all implementing regulations. The District may require documentation establishing compliance as a condition of payment or continued performance.

### 3.4 Prevailing Wage

Where applicable, the Respondent shall comply with California prevailing wage requirements and all related payroll, apprenticeship, reporting, and labor compliance obligations. The District will identify known prevailing wage applicability in the applicable task order; however, the Respondent remains responsible for compliance with all laws governing the services it performs.

## 4. Contracting Approach and Task Orders

### 4.1 Master Agreement

The District anticipates entering into one or more master professional services agreements with selected Respondent(s). The initial term, renewal options, not-to-exceed amount, and other commercial terms will be established in the Professional Services Agreement and/or the District's award documents.

The initial term is anticipated to be from January 1, 2027 to December 31, 2029. The District will have the option, at its sole discretion, to extend the agreement and negotiate a revised price, if any, for up to two (2) additional one-year terms, ending December 31, 2031. If the parties are unable to reach an agreement, the District, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

### 4.2 Task Orders and Authorization

Services will be assigned on an as-needed basis. Before work begins, the District may request a written task order proposal. No services may begin without written authorization from the District. This RFP does not guarantee any minimum amount of work, any particular task order, or any minimum compensation.

Each task order proposal may include the following:

- Scope of services and assumptions/exclusions;
- Proposed personnel and classifications;
- Hourly rates and estimated labor hours;
- Estimated reimbursable expenses, if permitted;
- Not-to-exceed fee;
- Schedule, milestones, and deliverables; and
- Any project-specific insurance, safety, prevailing wage, permitting, or other requirements.

### 4.3 District Direction

Consultant personnel will work under the direction of the Engineering Manager or the District's designated project manager, construction inspector, or other authorized representative. The Consultant shall promptly advise the District of significant matters affecting public health or safety, operations, cost, schedule, quality, permit compliance, claims, customer service, District property, or project completion.

Unless specifically authorized in writing, the Consultant shall not authorize contract changes, direct compensable work, modify contract documents, or make commitments on behalf of the District.

## 5. Proposal Requirements

Proposals shall be clear, concise, accurate, and comprehensive. Excessive or irrelevant materials may be viewed unfavorably. The proposal must be signed by an individual authorized to execute legal documents on behalf of the Respondent and organized in the following order:

**A. Cover Letter:** Identify the Respondent's legal name; principal and local office addresses; contact person; telephone number; website; email address; and a brief summary of the proposal. Confirm that the proposal and rate schedule will remain valid for at least 180 days after the proposal due date.

**B. Understanding and Approach:** Describe the Respondent's understanding of the District's needs and its approach to providing on-call services, managing assignments, communicating with District staff, responding to urgent needs, maintaining quality assurance, and coordinating with agencies and stakeholders.

**C. Qualifications and Staffing:** Identify the proposed project manager, primary staff, personnel classifications, relevant licenses/certifications, and availability. Include resumes for all key personnel. Identify all proposed subconsultants and their roles.

**D. Relevant Experience:** Provide representative projects completed within the past five years that demonstrate experience in the applicable service areas. Include client, location, project value or construction value when relevant, service dates, description of services, and the key staff's role.

**E. References:** Provide at least three references from different organizations for comparable services. Include contact name, title, telephone number, email address, project description, project size when applicable, and services provided.

**F. District Experience:** Identify all current and prior contracts with the District, including the District contact, description of services, and service dates.

**G. Cost Proposal / Rate Schedule:** Provide a fully burdened hourly rate schedule for each proposed classification. Rates must include all administration, overhead, travel, and profit; reimbursable expenses, if proposed, must be identified separately and are subject to District approval. Provide regular-time, overtime, and double-time rates, as applicable, for prevailing-wage and non-prevailing-wage work. The District may negotiate task-order-specific not-to-exceed amounts.

**H. Required Forms:** Complete and submit all forms in Attachment 2, including the Conflict of Interest Disclaimer, Acknowledgment of Insurance Requirements, Public Works Contractor Registration Certification, and Addendum Acknowledgment, if applicable.

**I. Exceptions:** Identify any exceptions to this RFP or the attached Professional Services Agreement. If no exceptions are stated, the Respondent will be deemed to accept the RFP and proposed agreement terms. The District may reject a proposal that takes material exceptions.

# 6. Proposal Submission Instructions

## 6.1 Submission Deadline and Method

To be considered, Respondents must submit one electronic proposal in searchable PDF format by email to smorelos@rinconwater.org no later than 10:00 AM on November 12, 2026. The email subject line must state: "RFP – As-Needed Inspection, Engineering, Construction Management and Project Administrative Services – [Respondent Name]."

Hard-copy proposals may be accepted as an alternative only if received by the District before the stated deadline. If hard-copy submittal is authorized, submit three copies to:

Rincon del Diablo Municipal Water District
1920 North Iris Lane
Escondido, CA 92026
Attn: Shawnele Morelos, Engineering Manager

## 6.2 Questions and Addenda

Questions regarding this RFP must be submitted in writing by email to Shawnele Morelos at smorelos@rinconwater.org no later than 10:00 AM on November 5, 2026. The District may respond to questions and issue clarifications or addenda. Only written addenda issued by the District are binding. Respondents are responsible for acknowledging all addenda in their proposals.

## 6.3 Pre-Proposal Meeting

No Pre-Proposal Meeting is scheduled at this time.

# 7. Evaluation, Selection, and Award

## 7.1 Evaluation Criteria

A District selection committee will evaluate responsive proposals using the following criteria. The District may revise the point values before release, but any final criteria should total 100 points.

| Criterion | Points | Evaluation Focus |
|---|---|---|
| Understanding and approach | 20 | Understanding of District needs; task-order delivery; communication; quality control; responsiveness. |
| Qualifications and availability of key personnel | 25 | Relevant licenses, certifications, experience, roles, staffing depth, and availability. |
| Relevant firm experience and references | 20 | Comparable public utility, public works, inspection, engineering, and construction management experience. |
| Cost proposal / rate schedule | 20 | Reasonableness, clarity, completeness, and value; lowest cost is not necessarily determinative. |
| Responsiveness and completeness | 10 | Compliance with RFP requirements, completeness, required forms, and exceptions. |
| District experience and local knowledge | 5 | Relevant familiarity with District systems, standards, regional agencies, and local conditions. |

### 7.2 Selection Process

- Review proposals for responsiveness and completeness;
- Evaluate and rank responsive proposals;
- Conduct reference checks and verify qualifications, availability, certifications, and submitted information;
- Conduct interviews, if determined to be in the District's best interest;
- Identify the highest-ranked Respondent(s);
- Negotiate scope, rates, agreement terms, and/or task-order terms with the selected Respondent(s); and
- Recommend award and execute a master agreement following applicable District approval procedures.

The District reserves the right to select one or more Respondents, negotiate with more than one Respondent concurrently, or discontinue negotiations and negotiate with the next-ranked Respondent if the District cannot reach agreement with the initially selected Respondent.

### 7.3 Award

The District anticipates making award(s) to the Respondent(s) whose proposal(s) are determined to be most advantageous to the District, considering qualifications, experience, availability, price, responsiveness, and other factors in the District's best interest. The District is not required to award to the lowest-cost Respondent.

## 8. Schedule and Procurement Milestones

| Milestone | Date / Time |
|---|---|
| RFP release | October 15, 2026 |
| Pre-proposal meeting (if applicable) | NA |
| Deadline for written questions | November 5, 2026 @ 10 AM |
| Proposal due date and time | November 12, 2026 @ 10 AM |
| Evaluation and reference checks | 11/16/26 – 11/20/26 |
| Notice of intent to award / Board action (if applicable) | December 8, 2026 |
| Anticipated agreement execution | January 1, 2027 |

The District may revise this schedule at its sole discretion. Respondents should not assume that interviews will occur unless notified in writing.

## 9. General Provisions

**Amendments to RFP.** The District may amend this RFP or issue addenda for clarification. Addenda issued by the District are binding.

**No Commitment to Award.** Issuance of this RFP and receipt of proposals do not commit the District to award a contract. The District may postpone, cancel, revise, accept, reject, or negotiate any or all portions of this procurement.

**Proposal Modifications.** A Respondent may withdraw or amend its proposal only if the withdrawal or amendment is received before the proposal deadline. No amendments will be accepted after the deadline unless requested by the District.

**Non-Responsive Proposals.** The District may reject a proposal that is conditional, incomplete, late, materially irregular, or non-responsive to the RFP requirements.

**Proposal Preparation Costs.** The District will not reimburse Respondents for costs incurred in preparing or submitting proposals, attending meetings, interviews, or negotiations.

**Public Records.** Proposals and related procurement records may be subject to public disclosure under the California Public Records Act, subject to applicable exemptions. Respondents should clearly identify any claimed confidential or proprietary information and provide the legal basis for the claimed exemption. The District will make the final determination regarding disclosure.

**Ownership of Proposals.** All submitted proposals become District property and may be retained by the District. The District may use ideas contained in any proposal regardless of whether that proposal is selected, subject to applicable law.

**One Proposal.** Only one final proposal may be submitted by each Respondent. Multiple proposals from the same Respondent may result in rejection unless specifically authorized by the District.

**Professional Services Agreement.** The selected Respondent(s) must execute the Professional Services Agreement included as Attachment 3, as finalized by the District. Respondents should carefully review the insurance, indemnification, records, conflict-of-interest, and other contractual requirements.

**Conflict of Interest.** Respondents are responsible for identifying and disclosing actual or potential conflicts of interest and must complete the required Conflict of Interest Disclaimer.

**Insurance.** Before performing services, the selected Respondent(s) must provide the insurance required by the Professional Services Agreement and any task order. The District may require additional insurance for specific assignments.

**Equal Opportunity and Compliance.** The Respondent shall comply with all applicable federal, state, and local nondiscrimination, accessibility, labor, and employment laws.

# Attachment 1 - Scope of Work

## 1. Introduction and Purpose

Rincon del Diablo Municipal Water District (District) is seeking proposals from qualified consulting firms (Consultant) to provide as-needed inspection, engineering, construction management, and project administrative services in support of the District's Capital Improvement Program (CIP), Development Services activities, operations and maintenance projects, emergency projects, and other District engineering needs.

The District anticipates utilizing Consultant personnel to supplement District staff during periods of increased workload, provide specialized technical expertise, and support the planning, design, permitting, bidding, construction, inspection, administration, and closeout of District projects. Services will be authorized on an as-needed and/or project-specific basis through individual task orders or other written authorization. The issuance of a master agreement does not guarantee any minimum amount of work.

The Consultant shall provide qualified, experienced personnel capable of working independently and collaboratively with District Engineering, Operations, Customer Service, Finance, consultants, contractors, developers, regulatory agencies, and other stakeholders.

## 2. General Requirements

All services shall be performed consistent with the level of care and skill ordinarily exercised by qualified professionals performing similar services and in accordance with applicable industry standards, laws, regulations, codes, permits, District standards, policies, procedures, and Standard Operating Procedures.

- The Consultant shall provide personnel with the experience, licensing, certifications, technical knowledge, and communication skills appropriate for each assignment. Services shall be performed under supervision of qualified and experienced personnel.
- Consultant personnel assigned to District projects shall be employees of the Consultant or approved subconsultants and shall be covered by applicable employment, workers' compensation, and insurance requirements.
- The Consultant shall comply with applicable federal, state, and local employment requirements and California prevailing wage requirements where required. Consultant will also be responsible for complying with the District’s Injury/Illness Prevention Program (IIPP).
- Unless otherwise authorized, the Consultant shall provide normal equipment and supplies required to perform the work, including laptops/tablets, cellular phones, digital cameras or equivalent photographic equipment, vehicles, Microsoft Office, PDF software, applicable engineering/inspection/project management software, current standards/reference materials, and general office and field supplies.
- Personnel operating a vehicle shall possess a valid California driver license and maintain appropriate automobile insurance.

## 3. Project Management, Construction Management, and Project Administration

### 3.1 Project and Contract Administration

- Compile, administer, monitor, and maintain public works contracts and project records.
- Assist with administration and monitoring of project budgets, schedules, expenditures, and funding.

- Coordinate and administer RFPs, RFQs, bid documents, addenda, and other procurement documents.
- Assist with consultant, contractor, and vendor solicitations; bid evaluations; reference checks; bid tabulations; responsiveness reviews; and recommendations for contract award.
- Organize and participate in pre-proposal, pre-bid, preconstruction, progress, coordination, and closeout meetings; prepare agendas, minutes, and action-item logs.
- Coordinate inspections, surveys, geotechnical testing, materials testing, specialty inspections, and other field services.
- Develop, review, monitor, and update project schedules, milestone tracking, budgets, cost estimates, cash-flow projections, and expenditure forecasts.

### 3.2 Construction Administration

- Administer and track RFIs, submittals, shop drawings, change orders, potential change orders, contractor correspondence, progress payments, quantities, schedules, punch lists, warranty issues, claims documentation, closeout, record drawings, invoices, expenditures, and journal-entry support when requested.
- Assist the District in monitoring compliance with contract documents, plans, specifications, permits, labor requirements, funding requirements, and other applicable public works requirements.
- Perform other construction administration activities necessary to maintain complete and accurate project records.

### 3.3 Permitting, Agency Coordination, Funding, and Risk Management

- Assist with obtaining, tracking, coordinating, and complying with permits and approvals from cities, County agencies, state agencies, Caltrans, utilities, fire agencies, railroads, flood-control agencies, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, Regional and State Water Boards, Division of Drinking Water, and other authorities having jurisdiction.
- Coordinate with agency representatives and assist the District and its consultants in resolving permit comments and conditions.
- Research and prepare documentation for local, state, and federal funding programs; progress reports; reimbursement documentation; grant-compliance records; status reports; and audit support.
- Review project controls and procedures; recommend templates and recordkeeping systems; identify and mitigate risks; assist with issue avoidance and resolution; evaluate potential claims; support dispute resolution; and advise District management regarding cost, schedule, quality, and contractual risks.

## 4. Engineering Services

### 4.1 General Engineering Support

- Water distribution and transmission systems; wastewater collection systems; recycled water systems; pipelines; pump stations; booster pump stations; sewer lift stations; treatment facilities; reservoirs; tanks; valves; vaults; appurtenances; site civil improvements; utility coordination; rehabilitation and replacement projects; and other District infrastructure.
- Engineering investigations and evaluations; design support; plans and specifications; constructability reviews; technical specifications; cost estimating; CAD drafting; engineering exhibits; record drawings; calculations; field and office engineering; construction

engineering support; review of RFIs and submittals; substitution and change evaluation; and review of consultant- or developer-prepared documents.

- Development services support, including review of improvement plans, water/sewer/recycled-water facilities, coordination with developers and agencies, conformance review for District standards and approved materials, construction support, inspection coordination, record-drawing review, closeout review, and technical correspondence.
- Attendance at District staff meetings, project meetings, interagency meetings, contractor/consultant meetings, developer/property-owner meetings, and public meetings when appropriate; preparation of technical correspondence, reports, memoranda, and presentations.

## 5. Construction Inspection Services

- The District anticipates that one or more inspectors may be required periodically for CIP, Development Services, and other District construction activities. Respondents may propose personnel capable of providing general water/wastewater inspection, specialty inspection, or both. Each inspector must possess appropriate experience, licensing, certifications, and technical knowledge for the work assigned.
- Assignments may include construction involving earthwork, grading, trenching, excavation, bedding, backfill and compaction; water, wastewater, and recycled water pipelines; services and laterals; connections and tie-ins; valves, blow-offs, hydrants, air/vacuum valves, sewer air-release valves, manholes, and backflow prevention assemblies; pavement and concrete work; pump stations and lift stations; wet wells and submersible pumps; foundations, structural concrete, masonry, structural steel, welding, wood framing, roofing, HVAC, electrical, instrumentation and controls; site improvements; and other water, wastewater, recycled-water, building, and utility construction.
- Inspectors shall work under the direction of the Engineering Manager and/or the District's designated project manager, Engineering staff, Operations staff, or other authorized District representative.

## 6. Inspector Qualifications and Responsibilities

**Plans and Specifications.** Read and interpret construction plans, specifications, contract documents, permits, technical reports, and project requirements.

**Construction Compliance.** Observe work for general compliance with approved plans, specifications, contract requirements, District standards and standard drawings, approved materials, permits, traffic control requirements, Cal/OSHA requirements, regulatory requirements, and project-specific requirements. Verify line, grade, size, elevation, alignment, location, materials, installation, and workmanship, as applicable. Promptly identify apparent deviations or deficiencies and notify the Contractor and designated District representative.

**Communication and Customer Service.** Interact professionally and communicate clearly with contractors, engineers, developers, property owners, the public, District personnel, utilities, and agency representatives.

**Stormwater, Recycled Water, Permits, and Geotechnical Requirements.** Be familiar with applicable SWPPP/BMP, erosion-control, sediment-control, recycled-water, City, County, State, Caltrans, utility, and other permit requirements. Review applicable geotechnical reports and coordinate with geotechnical/materials testing personnel.

**Applicable Standards.** Maintain familiarity with District standards and standard drawings; Greenbook; Caltrans standards; CA MUTCD; Cal/OSHA Construction Safety Orders; applicable City/County standards; AWWA standards; and other project requirements. Current applicable standards should be accessible in the field electronically.

**Meetings.** Attend preconstruction, progress, coordination, shutdown/tie-in, final inspection, and closeout meetings when requested.

**Traffic Control and Site Safety.** Observe traffic control and readily apparent site-safety conditions. Notify the Contractor and District of observed deficiencies or apparent unsafe conditions requiring correction. This responsibility does not transfer responsibility for construction means, methods, sequences, procedures, or Contractor safety programs.

**Daily Inspection Reports.** Prepare complete, accurate electronic daily reports documenting weather; personnel; equipment; work performed; approximate quantities; locations; materials; testing; inspection activities; discussions; RFIs; potential changes; delays; traffic control; visitors; photographs; follow-up issues; and other relevant information. Submit reports promptly and with invoices when requested.

**Photographic Documentation.** Provide clear digital photographs of progress, concealed work, existing conditions, potential claims, unusual conditions, testing, completed improvements, and significant activities. Organize photos so that date, location, and subject are readily identifiable.

**Record Drawings and Field Markups.** Maintain current field markups documenting deviations and as-built information, including depths, alignments, pipe size/material changes, fittings, valves, services, manholes, connections, elevations, dimensions, offsets, field-directed changes, and other necessary information.

**Punch Lists and Closeout.** Assist with punch-list preparation, tracking, verification, final inspections, corrective work, record drawings, closeout documentation, warranty items, and final acceptance support.

**Contractor Coordination.** Maintain professional communication while recognizing that the Consultant does not control contractor means, methods, sequences, procedures, or safety programs. Promptly communicate significant field issues, disputes, potential changes, claims, delays, and deviations to the District.

**Computer Skills and Field Equipment.** Possess working knowledge of Outlook, Word, Excel, PDF viewing/markup tools, and District-required electronic project-management/document-control systems. Provide laptop/tablet, phone, camera, vehicle, PPE, measurement/documentation equipment, and supplies unless otherwise authorized.

**Related Duties.** Perform other inspection, construction-management, engineering-support, or project-documentation duties reasonably related to the assignment and requested by the District.

## 7. Specialty Inspection Services

The District may require specialty inspection services on certain projects. Specialty services may include geotechnical compaction, structural steel, welding, reinforced concrete, masonry, fire-resistive materials, bolting, anchors, epoxy installation, electrical, building systems, and other specialty construction. Where applicable, specialty inspectors shall possess current International Code Council certifications or other certifications required by the applicable building code, permitting agency, or authority having jurisdiction.

Respondents are encouraged to include specialty-inspector classifications and hourly rates in their rate schedules.

## 8. Potential Personnel Classifications

- The District may request one or more of the following classifications, depending on the assignment:
- Project Manager; Senior Engineer; Construction Manager; Resident Engineer; Associate Engineer; Assistant Engineer; Office Engineer; Engineering Technician; Engineering Aide;
- Construction Inspector; Senior Construction Inspector; Water/Wastewater Inspector; Building Inspector; Electrical Inspector; Specialty Inspector; Owner's On-Site Representative;
- Project Coordinator; Project Administrator; Estimator; Scheduler; Permit Coordinator; Risk Management Specialist; Dispute and Conflict Resolution Specialist; and other approved technical or administrative classifications.
- The District may interview proposed personnel before authorizing an assignment and may accept or reject personnel based on qualifications, experience, availability, and suitability for the specific assignment.

## 9. Working Hours and Overtime

Typical construction inspection hours are anticipated to be approximately 7:00 a.m. to 4:30 p.m., Monday through Friday, with a one-hour unpaid meal period; actual hours will vary by project. Inspectors shall adjust their schedules as needed to observe authorized active work.

For billing purposes, overtime applies only when an individual works more than eight hours in a workday or performs authorized weekend work on a District project, unless otherwise established in an approved task order or fee schedule. No premium rate may be charged solely because work occurs outside typical District working hours unless actual hours worked otherwise qualify under the approved rate schedule. Night work, weekend work, shutdowns, emergency work, and other nonstandard work require District authorization.

## 10. Deliverables

Depending on the assignment, deliverables may include engineering plans and specifications; calculations; technical memoranda; cost estimates; CAD drawings and exhibits; constructability reviews; permit applications; meeting agendas and minutes; schedules; budget and cost reports; project status reports; RFI, submittal, and change-order logs; payment recommendation documentation; daily inspection reports; photos; quantity documentation; field markups; redlined as-builts; punch lists; final inspection documentation; grant/reimbursement records; closeout records; and other documents requested by the District.

All files and deliverables prepared specifically for District assignments shall be provided in an organized electronic format acceptable to the District.

# Attachment 2 - Required Forms

## A. Conflict of Interest Disclaimer

The undersigned declares that the Respondent [has / does not have] an interest, ownership, or receives/anticipates receiving remuneration of any type from any manufacturer, supplier, or distributor that may be recommended on a District project, as listed below.

| Firm | Product / Service | Interest / Remuneration |
|---|---|---|
| | | |
| | | |
| | | |

Respondent Name: _____

Authorized Representative (Print Name): _____

Title: _____

Signature: _____ Date: _____

## B. Acknowledgment of Insurance Requirements and Certification of Ability to Provide Required Coverage

I, _____, the _____

(President, Secretary, Manager, Owner, or Authorized Representative) of

_____ (Name of Company, Corporation, or Owner), certify that I have read and understand the insurance requirements in the Professional Services Agreement and that our insurer(s):

_____

is/are able to provide the required coverages, subject to the terms and conditions of the applicable policies.

Signature of Authorized Representative: _____

Printed Name and Title: _____

Date: _____

## C. Public Works Contractor Registration Certification

Pursuant to California Labor Code sections 1725.5 and 1771.1, contractors and subcontractors that bid on, are listed in a proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations (DIR), when applicable. No proposal will be accepted and no contract entered into without required proof of current DIR registration.

Respondent certifies that it is aware of the registration requirements and, if its proposed services include public works subject to the DIR registration requirements, it is currently registered with the DIR.

Respondent Name: _____

DIR Registration Number (if applicable): _____

Signature: _____

Name and Title: _____

Date: _____

By signing, Respondent further acknowledges that it will maintain required DIR registration for the duration of any applicable task order and will ensure applicable subcontractors comply with DIR registration requirements.

## D. Addendum Acknowledgment

Respondent acknowledges receipt of the following addenda and confirms that the addenda have been considered in preparing this proposal.

| Addendum No. | Date Received |
|---|---|
| | |
| | |
| | |
| | |

Respondent Name: _____

Authorized Representative: _____

Signature: _____ Date: _____

## Attachment 3 - Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**
**Between Rincon Del Diablo Municipal Water District**
**And CONSULTANT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this date, _____ in Escondido, California by and between Rincon Del Diablo Municipal Water District, a municipal water district in the State of California ("DISTRICT") and _____ ("CONSULTANT").

## RECITALS

WHEREAS, DISTRICT AND CONSULTANT desire to enter into an agreement for _____ **(#_____)** ("PROJECT").

## AGREEMENT

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

1. SCOPE OF WORK AND SCHEDULE

CONSULTANT will provide engineering or professional consulting services to the DISTRICT pursuant to a proposal dated _____, and as described in the scope of work and schedule in such proposal attached hereto as Attachment "A" and incorporated herein by this reference ("WORK"). Optional services listed in Attachment "A" are not included in the WORK but may be added to this AGREEMENT at a later date based on a scope of services and fee that is mutually agreed by both parties.

2. PERIOD OF PERFORMANCE

CONSULTANT shall commence WORK upon receipt of a notice to proceed and shall proceed with the WORK according to the schedule shown in the WORK exclusive of DISTRICT or other required agency review periods.

3. KEY PERSONNEL

CONSULTANT may not reassign or replace Key Personnel (as defined herein) without the prior written consent of the DISTRICT, which consent may be withheld in the DISTRICT'S sole and absolute discretion. "Key Personnel" mean those job titles and the persons assigned to those positions in accordance with the provisions of this section. The DISTRICT may at any time in writing notify CONSULTANT that the DISTRICT will no longer accept performance of services under this AGREEMENT by one or more Key Personnel listed. Upon receipt of the foregoing notice CONSULTANT must immediately (no later than five (5) business days) suspend the key person or persons

from performing services under this AGREEMENT and must replace him/her or them in accordance with the terms of this AGREEMENT. Key Personnel, if any, are identified below:

## 4. COMPENSATION AND PAYMENT

In consideration for the services rendered under this AGREEMENT, DISTRICT shall pay CONSULTANT in accordance with the provisions of Attachment A. DISTRICT shall pay CONSULTANT monthly, and process only one invoice per month, prepared by CONSULTANT representing mutually agreed quantities of work performed. The invoices, when presented to the DISTRICT, shall contain such details and supporting documentation substantiating the CONSULTANT'S right to payment as the DISTRICT may require. DISTRICT shall make payment to CONSULTANT within thirty (30) calendar days of receipt of the invoice by DISTRICT or the resolution of a billing dispute, if DISTRICT disputes an invoice. Invoices must reference the project title above. No payment shall constitute acceptance of any WORK completed by CONSULTANT.

The fees to be paid to CONSULTANT will be made on a time and materials basis, or as otherwise agreed by DISTRICT and CONSULTANT in writing, and shall not exceed _____ ($_____) without the prior written authorization of DISTRICT.

## 5. INTERPRETATION

This AGREEMENT, together with the Exhibits attached thereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in this AGREEMENT are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this AGREEMENT nor be considered interpretative thereof. This AGREEMENT may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

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

## 6. STANDARD OF CARE

CONSULTANT agrees that all services performed hereunder shall be provided in a manner commensurate with competent professional standards and shall be

performed by qualified and experienced personnel. CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;

B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the DISTRICT;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*.). CONSULTANT represents that it is free from any conflict of interest and is not financially interested in any other contract necessary for the undertaking of this Agreement;

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. CONSULTANT agrees to immediately inform the DISTRICT of any situation involving defective work, work not completed in accordance with the plans and specifications, dangerous conditions or any other matter which would impact the DISTRICT. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT in writing and in the DISTRICT's sole discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in

performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

7. SAFETY

CONSULTANT shall execute and maintain his/her/its work so as to avoid injury or damage to any person or property. In carrying out his/her/its work, the CONSULTANT shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the WORK and the conditions under which the WORK is to be performed, and be in compliance with all applicable federal, state, and local statutory and regulatory requirements, including without limitation, the California Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8. SEVERABILITY

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

9. LAWS, REGULATIONS AND PERMITS

CONSULTANT shall give all notices required by law and all permits and licenses required by governmental authorities will be obtained by CONSULTANT at CONSULTANT's sole cost and expense to complete the WORK. CONSULTANT will comply with applicable local, state, and federal laws, rules, regulations, ordinances and statutes including, without limitation, Cal/OSHA requirements. The CONSULTANT shall be liable for all violations of the law in connection with WORK furnished by or on behalf of the CONSULTANT. If the CONSULTANT performs any WORK contrary to such laws, ordinances, rules, statutes and regulations, the CONSULTANT shall bear all costs arising therefrom.

10. INDEPENDENT CONTRACTOR

In the performance of the services under this AGREEMENT, CONSULTANT shall be an independent contractor, maintaining complete control of CONSULTANT's personnel and operations. As such, CONSULTANT shall pay all

salaries, wages, expenses, disability benefits, retirement benefits, workers compensation, social security taxes, federal and state unemployment taxes and any similar taxes, and any employee benefits of any kind relating to the performance of this AGREEMENT. CONSULTANT, its employees and agents shall in no way be regarded nor shall they act as agents or employees of DISTRICT.

CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

CONSULTANT represents and warrants that CONSULTANT customarily engages in the independently established trade and business of the same nature as the work to be performed under this AGREEMENT.

11. CHANGES

DISTRICT, without invalidating this AGREEMENT, may order, in writing, changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in CONSULTANT's cost of, or the time required for, the performance of any part of the WORK under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing, prior to the implementation of the WORK and shall be performed subject to the provisions of this AGREEMENT. Changes under this section shall not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the WORK.

12. TERMINATION

DISTRICT may terminate this AGREEMENT, in whole or in part, for convenience, with or without cause, at any time by written notice to CONSULTANT. Such termination shall be effective in the manner specified in the said notice, and shall be without prejudice to any claims which DISTRICT may have against CONSULTANT. In the event DISTRICT renders such notice to CONSULTANT, CONSULTANT (and CONSULTANT's subcontractors) shall be entitled to compensation for services properly and adequately rendered prior to the effective date of the notice and for all further services set forth in the notice. DISTRICT shall be entitled to reimbursement for any compensation paid in excess of services rendered. CONSULTANT acknowledges DISTRICT'S right to terminate this AGREEMENT as provided in this Section, and hereby waives any claims for damages that might arise from DISTRICT's termination of this AGREEMENT. CONSULTANT may not terminate this AGREEMENT except for a material breach of this

AGREEMENT by DISTRICT. CONSULTANT shall deliver to DISTRICT all documents and all other required information and data prepared by CONSULTANT under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in DISTRICT the rights and benefits of CONSULTANT arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by DISTRICT in writing. CONSULTANT shall be required to provide such documents and other information within ten (10) calendar days of request by the DISTRICT.

13. INDEMNIFICATION

CONSULTANT covenants and agrees that, during the term of this AGREEMENT, any injury suffered as a result of CONSULTANT's services to the extent the injury arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the CONSULTANT shall be the sole responsibility of CONSULTANT and its successors and assigns, and DISTRICT shall not be liable to CONSULTANT, or any other person or persons whatsoever, for any such injury, loss or damage to persons or property that fits within the above categories.

To the extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, directors and Representatives ("District Indemnitees"), from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses or obligations of whatever kind or nature including attorneys' fees and charges and the costs of all other professional and all court or arbitration or other dispute resolution costs (collectively, "Costs") which may be made against the District Indemnitees arising out of or in connection with (a) this AGREEMENT; (b) the retention by DISTRICT of CONSULTANT's service; (c) the performance of or failure to perform, the WORK covered by this AGREEMENT which is caused or occasioned by any act, action, or neglect on the part of CONSULTANT or its Representatives; (d) any violation or alleged violation by CONSULTANT of any law or regulation now or hereafter enacted; (e) any death, injury property damage, accident or casualty caused or claimed to be caused by CONSULTANT or its Representatives or involving CONSULTANT or its Representatives or its or their property; (f) any breach by CONSULTANT of its obligation under this AGREEMENT; and (g) any enforcement by DISTRICT of any provision of this AGREEMENT.

The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the District Indemnitees or any of them.

DISTRICT shall make all decisions with respect to its representation in any legal proceeding concerning this section. To the extent permitted by law, if CONSULTANT fails to do so, DISTRICT shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Costs of such defense, including fees and costs, to CONSULTANT and to recover the same from CONSULTANT.

The term “Representatives” shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

14. PROHIBITION AGAINST TRANSFERS

All obligations and covenants herein contained shall be extended to be binding upon the successors and assigns of the CONSULTANT and DISTRICT.

CONSULTANT shall not assign, subcontract, hypothecate, or transfer this AGREEMENT or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT’S sole and absolute discretion. Any attempt to do so without DISTRICT’s prior written consent shall be null and void, and any assignee, subcontractor, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

15. INSURANCE

On or before the commencement of the term of this AGREEMENT, CONSULTANT shall furnish the DISTRICT with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance policies.

Such certificates, which do not limit CONSULTANT’s indemnification, and which shall not be construed as a limitation of CONSULTANT’s liability, shall also contain substantially the following statement: “The insurance covered by this certificate will not be canceled or reduced in coverage, except after thirty (30) days written notice has been received by the DISTRICT”.

It is agreed that CONSULTANT shall maintain in force at all times during the performance of this AGREEMENT, including any extension term, all appropriate policies of insurance. DISTRICT shall be under no obligation to issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to DISTRICT that it has procured all insurance required under this Article. Said policies of insurance shall be secured from a good and responsible company or companies, doing insurance business in the State of California.

**Acceptability of Insurers -** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by DISTRICT.

**Verification of Coverage –** Consultant shall furnish the DISTRICT with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation

to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

CONSULTANT will file with the DISTRICT, before beginning professional services, certificates of insurance satisfactory to the DISTRICT evidencing:

a. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability –** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

c. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation**: The insurer(s) named above agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

d. **Professional Liability** - (Also known as Errors & Omission) Insurance appropriates to the Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** The DISTRICT, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

**Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the DISTRICT, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

1. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its directors, officers, employees, or authorized volunteers.

3. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONSULTANT, except after thirty (30) days (10 days from non-payment of premium) prior written notice by U.S. mail has been given to the DISTRICT.

4. In the event that the CONSULTANT employs other consultants (sub-consultants) as part of the services covered by this AGREEMENT, it shall be the CONSULTANT's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and sub consultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.

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

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

7. The CONSULTANT shall be solely responsible for deductible and/or self-insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of $25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

16. REPORTS

Each and every report, draft work-product, map, record and other document reproduced, prepared, or caused to be prepared by CONSULTANT pursuant to or in connection with this AGREEMENT shall be the exclusive property of the DISTRICT.

No report, information, or other data given to or prepared or assembled by the CONSULTANT pursuant to this AGREEMENT shall be made available to any individual or organization by the CONSULTANT without prior written approval by the DISTRICT.

CONSULTANT shall, at such time and in such form as the DISTRICT may require, furnish reports concerning the status of services required under this AGREEMENT.

CONSULTANT shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by DISTRICT.

CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of DISTRICT or its designee's at all proper times to such books and records, and gives

the DISTRICT the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all WORK, data, documents, proceedings and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

If DISTRICT's audit discloses an error in information reported by CONSULTANT and DISTRICT's audit is correct, CONSULTANT shall pay the cost of DISTRICT's audit computed on the basis of two and a half (2.5) times the direct payroll of the audit staff completing the audit and audit report.

17. OWNERSHIP OF DOCUMENTS

All documents including drawings, calculations, work sheets, survey notes and specifications prepared by CONSULTANT pursuant to this AGREEMENT are the property of DISTRICT and shall be delivered to DISTRICT at the completion or termination of the PROJECT. The CONSULTANT acknowledges that the DISTRICT is a local public agency subject to the provisions of the Public Records Act, California Government Code sections 6250 *et seq*.

18. SEPARATE ENTITIES

Both parties hereto in the performance of this AGREEMENT will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another.

Neither the DISTRICT nor its officers or employees shall have any control over the conduct of CONSULTANT nor any of CONSULTANT's employees, except as herein set forth.

19. NOTICES

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

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

Rincon Del Diablo Municipal Water District
1920 North Iris Lane
Escondido, California 92026
Phone: (760) 745-5522

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

NAME
ADDRESS
PHONE

20. COST OF LITIGATION

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

21. GENERAL PROVISIONS

(a) This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

(b) If any disputes should arise between the parties concerning the WORK to be done under this AGREEMENT, the payments to be made, or the manner of accomplishment of the WORK, CONSULTANT shall nevertheless proceed to perform the WORK as directed by DISTRICT pending settlement of the dispute. CONSULTANT may not file a claim against the DISTRICT pursuant to Government Code section 900 *et seq.* or otherwise initiate litigation against the DISTRICT unless CONSULTANT has first provided written notice to the DISTRICT specifying the nature of the claim, met with the DISTRICT in-person in a good faith attempt to informally resolve the dispute, and provided the DISTRICT with 30 days' written notice to cure any alleged breach of this AGREEMENT.

(c) CONSULTANT shall cooperate in the performance of WORK with DISTRICT and all other agents.

(d) Time shall be of the essence as to all dates and times of performance contained in this AGREEMENT.

(e) Each party represents and warrants to the other party that all necessary action has been taken by such party to authorize the undersigned to execute this AGREEMENT and to bind it to the performance of its obligations hereunder.

(f) The parties agree that any action or proceeding to enforce or relating to this AGREEMENT shall be brought exclusively in the federal or state courts located in the northern district of San Diego County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

(g) In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment

because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other classification protected by law.

(h) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

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

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

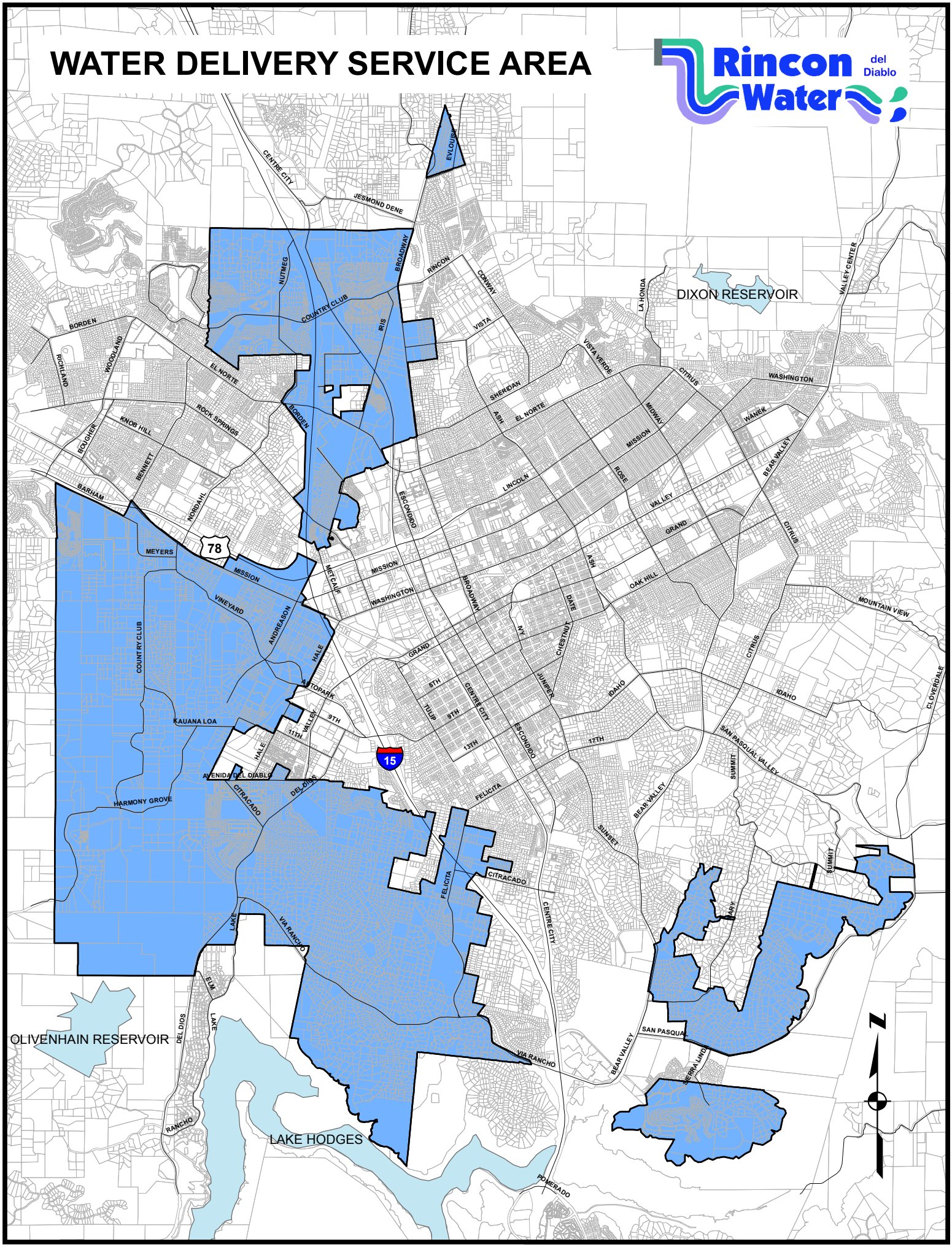
By _____ _____
Clint Baze Date
General Manager

CONSULTANT

By _____ _____
NAME Date

## Exhibit A - District Boundary Map

# WATER DELIVERY SERVICE AREA




Source: SANGIS Base layers