

## **REQUEST FOR PROPOSAL**

### **ON-CALL HYDRAULIC MODELING SUPPORT FOR FIRE FLOW ANALYSES AND PERIODIC MAINTENANCE UPDATES FOR GEOGRAPHIC INFORMATION SYSTEM AND HYDRAULIC MODEL**

#### **1) GENERAL INFORMATION**

The Carmichael Water District (District) is an Irrigation District, founded in 1916, operating under the State of California Water Code. The District provides domestic water to an estimated service area population of 37,897 customers via approximately 11,800 water service connections in Sacramento County.

The District currently utilizes both ArcGIS for its Geographical Information System (GIS) to map and record the District's existing infrastructure, and InfoWater for its Hydraulic Model (HM) for designing, planning, and modeling the District's system. The District employs consultant engineering services to perform a multitude of services in regards to the District's GIS and HM. Currently, the consultant engineers:

- a) Provide on-call support to model fire flow analyses for development projects;
- b) Update the District's GIS geodatabase and HM with information on new and existing infrastructure within the District. District staff will provide the consultants with Standard Storage Format (SSF) files of the collected field data to be incorporated into the District's existing water distribution system GIS geodatabase and HM;
- c) Perform District directed hydraulic model simulations to evaluate different conditions and scenarios of the water distribution system in the District to support and design future Capital Improvement Projects (CIPs).

#### **2) PURPOSE OF RFP**

The purpose of this Request for Proposal (RFP) is for the District to retain professional consultant services for on-call hydraulic modeling support of District fire flow analyses for proposed developments projects, for periodic maintenance updates to the District's Geographic Information System (GIS) and the District's Hydraulic Model (HM), and as-needed hydraulic modeling to evaluate the District's water system under various conditions.

#### **3) DURATION OF CONTRACT**

The duration of the Contract will be for three (3) years with two (2) optional one (1)-year renewals at the end of year 3 and year 4 (if applicable) at the District's

discretion. The District will allow a yearly cost increase of consultant services for up to, but not exceeding, 2.5% of the total previous years cost.

#### **4) SCOPE OF SERVICES**

##### **a) Hydraulic Modeling for Fire Flow Analyses**

- i) Consultant to update the District's hydraulic model to include the proposed development, including proposed demands and any proposed water system infrastructure modifications to serve the development;
- ii) Consultant to prepare hydraulic evaluations to determine fire flow availability for the subject development and report it at the nearest hydrant connections to the development, representing system capacity, not including losses through the hydrant lateral, hydrant assembly, or other specific fire protection system. The hydraulic evaluation shall report and detail:
  - (1) Static Pressure – Normal system pressure under maximum day demand condition.
  - (2) Available flow with a resulting 20 pounds per square inch (psi) in the street for hydrant scenario.
  - (3) Available flow with resulting 50 psi pressure at the service connection for sprinkler system scenario.
  - (4) Flow at 13 feet per second (fps) velocity for both the 20 psi and 50 psi scenarios. Available flow with resulting maximum velocity of 13 fps in the distribution pipelines and is limited by either the residual pressure or the 13 fps maximum velocity criterion.
- iii) Consultant to prepare a technical memorandum (TM) and letter documenting results of the analysis.
- iv) Currently the District estimates twenty-five (25) Fire Flow Analyses requests per year.

##### **b) Periodic Updates to District's GIS and Hydraulic Model**

- i) The District has developed a program and workflow to capture and record field data for new and/or existing facilities and infrastructure with the District. The field data includes, but not limited to, new facility installations for District-wide projects or planned system maintenance projects, and private developments. The existing facility data includes, but not limited to, alterations or reconfigurations to the existing GIS to correct for in-field modifications or errors. Consultant will take the collected data and update the GIS with the new installations, alterations, or reconfigurations of features and facilities.
- ii) Consultant will update the Hydraulic Model to incorporate the updates made to the GIS noted above.

- iii) Consultant will prepare and provide a Modeler's Notebook Addenda at the end of each Fiscal Year to summarize the model updates.
  - iv) Currently the District will provide three (3) data packages per year, totaling an estimated 175 hours of effort to perform all aspects as noted above including, but not limited to, project management, coordination, progress reporting, and invoicing.
- c) As-needed Hydraulic Modeling Support and Evaluation of the District's System
- i) On as-needed basis, the District will request a proposal from the Consultant to develop a Scope of Services and Cost to perform hydraulic evaluations of the District's system.
  - ii) Consultant will coordinate with the District to develop a scope of services for the evaluation and will provide estimated project hours and budget, estimated schedule, and billing rate schedule to complete the evaluations
  - iii) Currently the District estimates one (1) Hydraulic Model evaluation per year.
- d) OPTIONAL – Calibration of the Hydraulic Model
- i) The Hydraulic Model was calibrated in 2017 during its initial development. District may elect, through this contract, to perform a calibration of the Hydraulic Model to confirm the computer simulation model is accurately representing the District's water distribution system under various conditions. The previous calibration utilized hydrant flow tests and hydrant pressure recorders during various times of the year to model extended period simulations for Summer and Winter conditions and evaluated the results to ensure consistency with District's observed Supervisory Control and Data Acquisition (SCADA).
  - ii) Consultant will coordinate with and provide the District with a detailed testing and calibration procedure.
  - iii) Consultant will calibrate the Hydraulic Model with the results of the field testing and provide the District with a Technical Memorandum detailing:
    - (1) The testing conditions and procedures.
    - (2) Detailed summary of the results and validation of the field data and SCADA results.
    - (3) Results of any calibration/adjustments to the existing model to better align with the field and SCADA results.

## **5) MINIMUM PROPOSAL REQUIREMENT**

The proposal should provide a straight forward, concise description of your firm's capabilities to satisfy the requirements of this project. The proposal shall include the following minimum information.

- a) Title Page
  - i) Show the RFP subject, name of the firm, local address, telephone number, email of a contact person and date of the proposal.
  
- b) Table of Contents
  - i) The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number:
  
- c) Transmittal Letter
  - i) Please limit the transmittal letter to one page and include the following information:
    - (1) A brief statement of understanding of the scope of services to be performed.
    - (2) A commitment to perform the services within the time period specified within this RFP.
    - (3) The name of the persons authorized to represent the proposing firm, their title, address, and telephone number.
  
- d) Introduction
  - i) The proposal shall contain an introductory description of the scope of work and an overview of your firm's understanding of the services to be provided.
  
- e) Consultant Team Qualifications
  - i) The proposal shall provide the information described in Section 6) of the Request for Proposal (RFP) entitled "Consultant Team Qualifications and References" as listed below.
  
- f) Scope of Services
  - i) Provide, in detail, your approach to accomplish this work as described in Section 4 of this RFP entitled "Scope of Services".
  
- g) Proposal Endorsement
  - i) The proposal shall contain a statement that the firm has the capability and available resources to perform the work. The statement shall also indicate that the proposal is valid for 90 days and shall be signed by an officer authorized to bind the firm to the statement.

- h) Example of Similar Work
  - i) Submit a sample of Documents prepared by the team members in your firm who will be assigned to this project, of similar projects completed within the last five years within the state of California.
- i) Project Costs
  - i) Provide an estimate of project hours, budget, schedule, and billing rate schedule for the project team.

## 6) CONSULTANT TEAM QUALIFICATIONS AND REFERENCES

- a) Name and type of firm and contact information.
- b) Experience and qualifications of firm in performing similar GIS and Hydraulic Modeling projects.
  - i) Location and year firm was established.
  - ii) Names of principal-in-charge and their experience.
  - iii) Experience and names of key personnel to be assigned to this project and length of employment with the firm.
  - iv) Hourly billing rate for all personnel to be assigned to the project.
- c) Demonstration of ability to complete similar projects on schedule and within budget.
- d) Show original budgets and deadlines, as well as final project fees and completion dates.
- e) Provide a description of in-house quality control assurance program that will be applied to this project. Identify senior staff that will perform quality control and quality assurance reviews.
- f) Provide the following information from three references associated with similar projects your firm completed within the last five years.
  - i) Project title
  - ii) Date of project completion
  - iii) Name of agency or firm and mail address
  - iv) Contact person and telephone number

## 7) GENERAL REQUIREMENTS

- a) Proposal Due Date

**One (1) Original plus three (3) Copies** of the firm's proposal must be submitted no later than 2:00 pm on **Wednesday, June 30, 2021** at the District Office located at:  
7837 Fair Oaks Blvd.

Carmichael, CA 95608.

b) Proposal Length

The proposal package should not be greater than 20 pages, excluding personnel resumes and billing rate schedule.

c) Inquiries

Inquiries concerning the request for proposal and the subject of the request for proposal should be made in writing to [engineering@carmichaelwd.org](mailto:engineering@carmichaelwd.org).

## 8) EVALUATION CRITERIA AND SELECTION PROCESS

a) Selection and Evaluation Process

i) An evaluation panel will review the proposals submitted by various firms. All proposals will be evaluated uniformly for the final selection, which will be based on analysis of the qualifications and proposals.

b) Evaluation and Ranking Criteria

i) The District will evaluate and rank each proposal separately based on the proposer's submitted responses and assign a score to each of the following criteria:

<b>Evaluation Criteria</b>	<b>Description</b>	<b>Value (points)</b>
1	Proposal Completeness and Professional Presentation	15
2	Firm's experience performing similar work	20
3	Key Personnel's experience performing similar work	20
4	Key Personnel's availability for this work	15
5	Team's quality control and quality assurance program	15
6	Cost to perform the scope of services	15
Total Points		100

c) Presentation/Interview

i) At the option of the District, the top scoring proposers (based on the criteria) may be asked to be interviewed. District staff will schedule the time of these interviews and notify selected firms if applicable. **Please reserve the date of Wednesday July 14, 2021 for an online virtual presentation/interview.** Firms not selected for further consideration will be notified.

d) Investigation of References

- i) The District reserves the right to investigate references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications, contractual obligations, completion or delivery of a project on schedule and lawful payments of employees.

e) Clarification of Proposals

- i) The District reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such request for additional information or clarification could result in rejection of their proposal.

f) Rejection and Acceptance of RFP Conditions

- i) The District reserves the right to reject any or all proposals.
- ii) The District accepts no responsibility for the cost of proposal preparation. The District reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions in this RFP unless clearly and specifically noted in the proposal submitted.

**9) CONSULTANT SELECTION SCHEDULE**

<b>RFP Milestones</b>	<b>Scheduled Date</b>
RFP issued	June 9, 2021
Proposals Due Date	June 30, 2021 by 2:00 pm
Proposal Review Period	July 1, 2021-July 9, 2021
Optional Interview(s)	July 13, 2021
Board Meeting & Recommended Contract Approval	July 20, 2021

**10) PROPOSAL COSTS**

All costs associated with the preparation of proposal shall be the sole responsibility of the proposing firm and shall not be chargeable in any manner to the District.

**11) ATTACHMENTS**

**A. Professional Services Agreement**

**Attachment A**  
**CARMICHAEL WATER DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Consultant and Professional Services Agreement ("Agreement") is made as set forth below, by and between **Carmichael Water District**, ("District"), and **(Fill in Consultant)**, ("Consultant"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide professional services to District as specified in Exhibit A, entitled "Consultant's Scope of Work" ("Services") including schedule, personnel, and payment.
- 2. Payment.** District shall pay Consultant for Services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit A, for a not to exceed amount of **\$(fill in amount)**.

Invoices. Consultant will submit monthly invoices for services rendered and District will make prompt payments in response to Consultant's invoices. Items shall be separated into Services and Reimbursable Expenses. Consultant shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of no less than one quarter (*1/4*) hours. District shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed. Reimbursable Expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by District. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. District shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

Consultant will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by District's auditors upon request.

If District disputes any items in Consultant's invoice for any reason, including the lack of supporting documentation, District may temporarily delete the disputed item and pay the remaining amount of the invoice. District will promptly notify Consultant of the dispute and request clarification and/or correction. After any dispute has been settled, Consultant will include the disputed item on a subsequent, regularly scheduled invoice or on a special invoice for the disputed item only.



Taxpayer Identification Number. Consultant shall provide District with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by District.

**3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services pursuant to this Agreement.

**4. Indemnification.** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Carmichael Water District ("District"), its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

**5. Insurance Requirements.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

Coverage for Professional Liability appropriate to Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Consultant shall maintain limits no less than the following:

Professional Liability - Two million dollars (\$2,000,000) per claim and annual aggregate.

General Liability - Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Carmichael Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before District's own primary or self-insurance shall be called upon to protect it as a named insured

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Sub-Consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, or authorized volunteers.

For any claims related to this project, Consultant's insurance shall be primary insurance as respects District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by District, its directors, officers, employees, or authorized volunteers shall not

contribute to it using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

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

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.

Such liability insurance shall indemnify Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to District. All of the insurance shall be provided on policy forms and through companies satisfactory to District.

**Workers' Compensation and Employer's Liability Insurance** - Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, 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. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of District for all work performed by Consultant, its employees, agents and sub-Consultants.

**Deductibles and Self-Insured Retentions** - Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall have the prior written consent from District. At the election of District, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies

containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

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

**Evidences of Insurance** - Prior to execution of the agreement, Consultant shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable). Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Consultant shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the expiration date. Consultant shall provide five (5) year tail on Professional Liability Coverage.

**Sub-Consultants** - 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.

**Payment Withhold** - In addition to all other rights and remedies available to District, including terminating this Agreement, District may withhold payments to Consultant if the certificates of insurance and endorsements required above are canceled or Consultant otherwise ceases to be insured as required herein.

**6. Safety.** 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. Consultant shall

immediately report (as soon as feasible) to District any accident or other occurrence causing injury to persons or property during the performance of this Agreement.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the Services to be provided under this Agreement. If District has adopted a Conflict of Interest Policy, Consultant agrees to comply with such Policy, and agrees not to enter into any contract or agreement during the performance of this Agreement which will create a material conflict of interest with its duties to District under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, Consultant shall promptly disclose such conflict in writing to District.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of District by virtue of this Agreement or performance of any Services pursuant to this Agreement. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licenses.** Consultant represents and warrants to District that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other

contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to District for acts, errors, or omissions of Consultant's subcontractors.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by District, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the District of any responsibility, professional or otherwise, for the work, and shall not relieve Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**11. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the District Representative of the additional time required to perform the work and the District Representative may adjust the schedule in his or her reasonable discretion.

**12. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**13. Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

Consultant will identify in writing the individuals who will be providing the Services as specified in Exhibit A due to their unique expertise and depth and breadth of experience. In such case, there shall be no change in the personnel so identified by Consultant without the prior written approval of the District Representative. Any substitutes shall be persons of comparable or superior expertise and experience.

**14. Consultant Not Agent.** Except as authorized under this Agreement or as District may authorize in a letter of authorization signed by the General Manager

or their designee, Consultant shall have no authority, express or implied to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind District to any obligation whatsoever.

**15. Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Expiration Date unless terminated earlier or extended pursuant to the terms of this Agreement.

**16. Termination or Abandonment by District.** District has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to District all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

District shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this Agreement provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by District and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, District will reimburse Consultant for authorized expenses incurred and not previously reimbursed. District shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

**17. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from Services rendered pursuant to this Agreement, shall become the property of District. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in District and waives and relinquishes all claims to copyright or other intellectual property rights in favor of District. District acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to District in electronic format shall be formatted according to specifications provided by District, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product, or, if directed by District Representative in Adobe

Acrobat PDF format.

**18. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**19. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to representatives:

District: Cathy Lee  
General Manager  
Carmichael Water District  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608

Consultant: [insert name]  
[insert title]  
[insert firm/consultant]  
[insert address]  
[City, CA Zipcode]

Notices served as specified above shall be effective upon receipt thereof, provided that, in the case of mailed notice, notices shall be effective on the third (3<sup>rd</sup>) business day after proper mailing if delivery is refused or rejected. Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

**20. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**21. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**22. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such



litigation in such courts, and consent to service of process issued by such courts.

**23. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**24. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**25. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**26. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**27. Compliance with Laws.** Consultant will comply with all applicable federal, state and local statutory and regulatory requirements in performance of all services under this Agreement.

**28. Confidentiality of District Information.** During the performance of services under this Agreement, Consultant may gain access to and use District information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "District Information") which are valuable, special and unique assets of the District. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all District Information and treat it as strictly confidential and proprietary to District, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any District Information to any third party, other than its own employees, agents or subcontractors who have a need for the District Information for the performance of services under this Agreement, without the prior written consent of District, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**29. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from District through the District Representative.

**30. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**31. Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

**32. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**33. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Consultant's Scope of Work," including any attachments.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

**FIRM/CONSULTANT**

CARMICHAELWATER DISTRICT,  
a special district duly formed and  
existing under the laws of the State of  
California

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

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

Name: \_\_\_\_\_

Name: Cathy Lee

Title: \_\_\_\_\_

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_