



REQUEST FOR PROPOSALS

Professional
Engineering Services Consulting Services

Issue Date: October 7, 2016

Qualification Due Date and Time:

Wednesday, November 2, 2016 4:00 pm (Pacific time)

Mailing Address: PO BOX 180
San Miguel CA 93451

Delivery Address: 1150 Mission Street
San Miguel CA 93451

Contact:

Darrell Gentry, General Manager darrell.gentry@sanmiguelcsd.org

phone: 805-467-3388 fax: 805-467-9212

1) SUMMARY:

A) Request for Statement of Proposals (RFP): The San Miguel Community Services District is inviting **RFPs from qualified Individuals and/or Consultants**, with proven experience and expertise, to provide professional engineering/utility services to support the District with contractual services.

The services include but not limited to engineering and design services related to:

Utility Services Management;

Surveying;

Construction and Project Management

Wastewater Collection and Treatment;

Wastewater Treatment Plant Improvements;

Water Transmission and Distribution;

Water Storage and Recharge;

Groundwater Sustainability Management Plans;

Salt/Nutrient Management Plans

Sewer System Management Plans

Water Wells and Supply System Management,

Water & Wastewater Pump Stations;

Water Tanks-above ground reservoirs;

SCADA system operations;

Fire Flow analysis,

Watershed and groundwater studies and compliance, and projects;

Street Lighting;

Solid Waste collection, recycling and disposal,

Environmental assessment and documentation required for CEQA and/or NEPA compliance, and other projects pertaining to District services.

B) Internet Web Site for More Information: This document may be viewed and downloaded in PDF format from the District website at: www.sanmiguelcsd.org

C) Period and Terms of Contractual Agreement: The District is interested in obtaining the professional engineering services of consulting firms to provide support for various District projects for an initial period of three (3) years which may be extended for (2) two additional periods, with satisfactory consulting performance evaluations, for a total contract agreement of five years.

Master contractual agreements are anticipated to begin on or before January 2017 and expire in January 2020 with renewal agreement periods thereafter as may be determined by the District. Specific projects will be authorized under a Scope of Services Supplemental Agreement (“Supplemental Agreements”) with a mutually to be negotiated fee and billing rate schedule.

D) Selection: Selection of a consultant by the District in response to this Request does not guarantee that professional services agreement will be required or requested. The District also maintains sole discretion in assigning projects, if any, to selected consultant(s) throughout the three-year period with a 2-year extension option as may be specified in a contractual agreement. Additionally, the District reserves the right to issue future Request

for Qualifications (RFQ) as may be needed, and to solicit responses from firms or individuals not selected as part of this process.

- E)** Qualifications-Based Consultant Selection Process: The District may select up to 6 or more firms based on a qualifications-based selection process for finalist interviews.
- F)** The San Miguel Community Services District encourages participation of State certified M/WBE firms in Professional Service Contracts. It is the intent of this program to widen opportunities for public participation, increase competition, and to ensure the proper and diligent use of public funds. All submitting firms should note their level of support, as it relates to professional services either through certification or partnering relationships.
- G)** Disadvantaged Business Enterprise (DBE) Program: The District encourages participation of small businesses and California certified DBE firms in Professional Service Contracts. It is the policy of the District to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT or Federal-assisted contracts.
- H)** Funding: Funding for projects under this agreement may come from various sources including the District General Fund with or without Grant Funding, Capital or Bond Funds; the State of California or the Federal Government. Firms shall note their level of support in assuring that all requirements of various funding agencies are met. Firms may be required to complete additional certifications
- I)** Due Date: RFQs responses are due: **4:00 PM, Wednesday, November 2, 2016.**

2) SCOPE OF CONSULTANT SERVICES

1). Scope of Consultant's Services: The Scope of Consultant's Services, as currently, envisioned by the District, would include but not be limited to the following areas of work:

Professional engineering services related to surveying; water distribution; water treatment; wastewater collection; wastewater treatment plant improvements; SCADA; water and wastewater pump stations; water tanks; environmental assessments and documentation, stormwater studies, compliance, and projects; roadway study/design, solid waste, and other projects pertaining to the District.

Consultants are also requested to highlight their expertise and experience in these and related areas of public works, engineering and design studies, project management services.

Additional Professional services to be provided by the selected consulting firm(s) or qualified individuals may include, but not limited to one or more of the following:

Surveying and field services;
engineering surveying,
property research and surveying,
right-of-way surveying /descriptions
and hydrographic surveys. Both traditional and GPS surveying methods would be included.

Experience in:

Resolving conflicts while designing or managing construction projects is a plus,

Utility System management and administration,

Capital Projects Management and Construction Management,

Budget preparation and administration,

Operational implementation of long range plans and formulation of said plans,

Preparation of plats suitable for recording may be required for some projects,

Water Distribution: Engineering analysis, design, and construction plans and specifications related to water distribution systems, water main rehabilitation, water tanks, water booster pump stations, distribution system modeling, flow and pressure studies, and other services.

Wastewater Collection: Engineering analysis, design, and construction plans and specifications as related to wastewater collection systems, sewer main and manhole rehabilitation, wastewater pump stations and associated SCADA, force mains, wastewater flow monitoring and modeling, sanitary sewer evaluation study (SSES), corrosion and odor issues, and other services relating to wastewater system.

WWTP Plant Upgrades: Engineering analysis, design, and construction plans and Specifications related to plant upgrades, SCADA, pumps, chemical feeds, water & wastewater treatment facilities, impoundments, structural aspects, process improvements, mechanical upgrades, energy consumption, SCADA integration capabilities for projects involving improvements or upgrades, odor control, chemical feed systems, and other services.

Water Tanks: Engineering analysis, design, and construction plans/specifications related to water storage, elevated & ground storage tanks, flow analysis, repairs to tanks, SCADA, tank or piping coating applications, or other related services.

Environmental: Engineering analysis, design, and construction plans and specifications related to field identification and delineation of streams and wetlands, as needed, permitting for all projects through State, County and/or Federal regulatory agencies.

Permitting: Preparation of required regulatory permit/certification applications, including supporting engineering and environmental documentation. This may include requirements pursuant to Section 401 and 404 of the Clean Water Act, the California Environmental Quality Act, State Water Code and other applicable laws or regulations

Construction Administration: Construction administration and oversight may also be required for some projects.

Geographic Information Systems (GIS) Services: knowledge of geo-data base, GIS application development, and related information technology services. The District uses GIS mapping and the MS SQL Server.

Document Preparation: As directed, prepare applications for potential public grant and/or private agency funding for implementation of various water resource related projects. Experience in working with the State's Department of Water Resources Department funding and/or any other related grant funding agencies is desirable.

2) Scope of Services Agreement ("Agreement")

a) Tasks to be performed under this RFP will be assigned by the Agreement Scope of Services which shall be made a part of contract as if fully set forth in RFP submittal documents. Requests for services are contingent upon funding approved by the Board of Directors.

b) The **CONSULTANT** shall provide services defined by Agreement Scope of Services for the lump sum fee based on the negotiated hourly and/or fixed base for hourly rate.

c) The **DISTRICT** shall determine which tasks are to be lump sum and which are to be hourly. The maximum total fee earned by the CONSULTANT for services rendered in the fulfillment of assigned tasks shall not exceed the amount negotiated in the Agreement.

d) Work requested by the District but not included in the RFP or any Supplemental Agreement is not included in this master agreement will be classified as additional services. Additional services will be negotiated on an individual project basis contingent upon funding approved by the Board of Directors.

e) The additional services required by the District may include but not be limited to the tasks outlined below. The final scope of services will be determined with the selected firm on a project by project basis, which may, at District's sole discretion, be achieved by use of the District's RFP process and procedures:

a. *Preliminary Design* – includes developing and evaluating alternatives

b. *Final Design* – includes Plans and Specifications

c. *Permitting Services* – all required permits

d. *Pre-Construction Services* – Pre-construction meetings and scheduling

e. *Bidding Services* – advertise, tabulate bids, recommend award

f. *Construction Services* – includes contract administration, shop drawings, on-site inspections, change orders, progress meetings, pay requests, etc.

3) INSURANCE

A) Insurance Requirements: Proposals shall include information certifying that the firm or qualified individual is capable of providing the following minimum insurance coverage prior to execution of a

professional services agreement.

Insurance Amount

(a) Workers' Compensation Statutory Limits

(b) Employers' Liability \$1,000,000

(c) General Liability \$2,000,000

(d) Automobile Liability \$2,000,000

(e) Umbrella \$2,000,000

(f) Professional Liability \$1,000,000

(continued on next page)

4) RFQ SUBMITTAL REQUIREMENTS

A) General: Submit one original and six copies of the RFQ in a sealed envelope or package, to be received by the District **no later than 4:00 PM on Wednesday, November 2, 2016** to the attention of:

**Darrell Gentry, General Manager
San Miguel Community Services District
P.O. Box 180
1150 Mission Street
San Miguel, CA 93451**

a) In the interest of fairness to all the Consultants submitting Qualification documents and to allow for timely review, **RFQ's received after the scheduled receipt time will not be accepted.** All RFQs received become the property of the District and will not be returned. Faxed or e-mailed documents will not be accepted.

b) Questions should be submitted in writing to:

**dgentry@sanmiguelcsd.org
Darrell Gentry, General Manager
San Miguel Community Services District
P.O.Box 180
1150 Mission Street
San Miguel, CA 93451**

B) RFQ Organization: To facilitate the objective review of the RFQs from different Consultants, the Consultants are requested to organize the main document using a standardized format.

Each RFQ should contain the following:

- a) A cover letter on company letterhead signed by a Principal or other member of the firm authorized to commit the firm to contract for professional services.
- b) Table of Contents, with page numbers
- c) Information on the following topics:
 - (1) Executive Summary: Should address the highlights of the RFQ, along with the strengths and special expertise of the firm and the associated team to successfully accomplish the objectives of the District. Limit the Executive Summary to one page.
 - (2) Statement of Qualifications: Identify and describe the qualifications of the firm and professional services that may be provided by the consultant or consultant team in response to this Request. Also include information on any proposed subconsultants.

Note which team members were involved in referenced projects and time period involved in referenced, completed or current projects. Also highlight any projects performed for the District during the past 5 years.

(3) Project Team & Project Management: Identify the proposed project team (including any sub consultants) and key personnel for the successful completion of projects in partnership with the District, if any. Include brief resumes of the project team members including office location, years of experience, certifications, and education. Identify the project manager or primary contact and any other team leaders proposed, and briefly describe how

projects will be successfully managed. It is expected that the team members proposed in the RFQ will be the ones that will actually work on projects for the District. Also describe the firm's quality assurance / quality control methods.

(4) Project Schedule: Describe the planned and envisioned workload of the proposed team members for the timeframe of this contract, and verify that proposed staff will be prepared for timely completion of projects under a potential contractual agreement with the District.

(5) Terms and Conditions of the Contract: The District proposes to use a standard Contract for Professional Services. Should the Consultant have any special or unusual contract conditions or limitations, the District should be advised of these in this section of the RFQ.

(6) Minority Participation Program: Include a statement demonstrating the firm's commitment to the MWBE/DBE program.

(7) References: Project reference list describing at least four (4) projects completed within the past five years that represent the strengths and unique qualifications of the firm or team in the areas identified in the Scope of Services described in this document. The list should contain project titles, locations, cost of projects, start and end dates, name of project managers, and name, phone number, and email address of references. The contact person should be capable of speaking to the firm's and team's ability and the firm's demonstrated ability.

(8) Unit Pricing: Firms shall include in their submittal the unit cost fees for the proposed project team and any other unit cost fees that may be applicable to a project.

RFQs must be limited to no more than 20 pages (on 8 ½ x 11 paper) with a minimum font size of 12 point Arial or Times Roman. The page count excludes the cover page, cover letter, table of contents, resumes, and section dividers. Section dividers are for section identification only and are not to be utilized for additional information space or they will be counted in the 20-page limit. The proposal shall be submitted by an official authorized to bind the submitter to its provisions and who is authorized to negotiate the final scope of work and fees for inclusion in a later Supplemental Professional Services Agreement with the District.

5) SELECTION OF CONSULTANT

A) General: It is anticipated that the District may select a single firm or multiple firms for this on-call contract. Firms are not expected to perform work in all disciplines listed above. However, firms need to be specific to their interest, expertise, and concentration in various listed tasks. This Request does not commit the District to enter into an agreement, or to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations.

The District may require the selected Contractor(s), to participate in negotiations of the fees for the project and to submit such scope, technical and/or other revisions to the proposals as may result from negotiations. The District reserves the right to perform all or some of the services described in this document with its own work force. The District also reserves the right to issue future Request for Qualifications (RFQ), as needed, and solicit responses from other firms.

B) Qualifications-Based Selection Criteria: RFQs/Proposals are traditionally evaluated and ranked based upon objective Qualifications-Based criteria. The District reserves the right to request an interview with any Consultant during the selection process. Should the District see

the need to interview Consultants, the Consultant will be notified as early as possible. **The selection criteria are as follows:**

- a) Overall content and quality of the submitted RFQ
- b) Relevant experience, expertise & qualifications of the firm and project team members.
- c) Overall technical capabilities within Surveying, Utility Services, Water, Wastewater, Plant Work, or other Public Services related fields.
- d) Project management (strength and experience on similar projects)
- e) Track record on past projects in delivering quality professional services in a timely manner
- f) Consultants record on bringing projects to completion on time and on/under budget.
- g) Consultant's performance on previous municipal projects based on information gathered by the District and/or through the references provided by the Consultant
- h) Familiarity with the standards and requirements of the District for design, construction plans, specifications, and bidding
- i) Firms proximity to the District and knowledge of issues from previous work.
- j) Any special or unusual Terms and Conditions for the contract.
- k) Information obtained through interviews with short-listed consultants, if performed

C) Rating and Selection Team: A Selection Committee has been established to review and evaluate all documentation submitted in response to this Request for Qualifications. The committee will conduct a preliminary evaluation of all documentation to determine that firms are qualified to perform the required services.

D) Selection Considerations: Each proposal must contain the information indicated in this RFQ. It is the intent of the District to make a selection in a timely manner. The District reserves the right to reject any or all Qualifications or to waive any and all formalities and the right to disregard all nonconforming or conditional Qualifications and to enter into a contract with the firm or firms that will serve in the best interest of the District. The District is not legally required to enter into a contract as a result of this Request for Qualifications.

E) Interviews: Interviews will not be required for this selection process, unless otherwise determined to be needed once the Qualifications have been reviewed. A selection committee may elect to short list firms to conduct an informal interview to discuss any innovative project approach, schedule, and to meet key members of the proposed project team. All firms submitting Qualifications will be notified in writing as to the outcome of the selection process.

6) SCHEDULE FOR THE SELECTION PROCESS

EVENT DATES:

RFQ Issued Friday, October 7, 2016

Completed RFQ's received by Wednesday, November 2, 2016

Review of RFQs and Selection of Short List of Qualified Consultants, **if applicable**,
November 2, 2016 – November 9, 2016

Board of Directors approves contracting with selected consultant, as tentatively scheduled on or
about Thursday, December 22, 2016

Master agreements signed by District and returned to selected consultant(s) tentatively scheduled
on or about January 26, 2017

ATTACHMENT A – CONTRACT EXAMPLE

SAN MIGUEL COMMUNITY SERVICES DISTRICT SAN LUIS OBISPO COUNTY, CALIFORNIA

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 2016 by and between the San Miguel Community Services District, (hereinafter called “the DISTRICT”) and, for itself and its successors and assigns (“the CONSULTANT”).

1 PROFESSIONAL SERVICES

WHEREAS, the DISTRICT desires to engage the CONSULTANT to provide Professional Engineering Services ("Services") in accordance with terms set forth in Request for Qualifications # (RFQ); and with this Master Agreement (“Agreement”) and any and all Supplemental Agreements negotiated per the terms of this agreement;

WHEREAS, the CONSULTANT desires to render these Services as described in SECTION II, SCOPE OF SERVICES, and has the experience, staff, and resources to perform such Services; NOW, THEREFORE, the DISTRICT and the CONSULTANT, in consideration of their mutual covenants, herein agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

A. The CONSULTANT shall perform the services set forth in SECTION II, GENERAL SCOPE OF SERVICES, and the DISTRICT shall pay the CONSULTANT for the performance of such Services as set forth herein.

SECTION II SCOPE OF SERVICES

A. The CONSULTANT will provide Professional Engineering Services for each assigned phase or task as set forth in the RFQ which shall be made a part of this Agreement as if fully set forth herein. Tasks to be performed under this agreement will be assigned by a Scope of Services Supplemental Agreement (“Supplemental Agreement”), which shall be made a part of this Agreement as if fully set forth herein. Requests for services are contingent upon funding approved by the District Board of Directors.

B. The CONSULTANT shall provide services defined by each Supplemental Agreement for the lump sum fee based on the negotiated price for each assigned task.

C. The DISTRICT shall determine which tasks are to be lump sum and which are to be hourly. The maximum total fee earned by the CONSULTANT for services rendered in the fulfillment of assigned tasks shall not exceed the amount negotiated in each Supplemental Agreement.

D. Work requested by the District but not included in the RFQ or any Supplemental Agreement is not included in this Agreement. This work will be classified as additional services. Additional services will be negotiated on an individual project basis and awarded by separate contract.

SECTION III RESPONSIBILITIES OF CONSULTANT AND DISTRICT

A. RESPONSIBILITY OF THE CONSULTANT

1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all documents and other services furnished by the CONSULTANT under this Agreement and all Supplemental Agreements.

2. The CONSULTANT agrees to provide Project and Task Schedule progress reports, as defined in each Supplemental Agreement, in a format acceptable to and at intervals established by the DISTRICT. The DISTRICT will be entitled at all times to be advised, at its request, as to the status of services being done by the CONSULTANT and of the details thereof. The CONSULTANT shall maintain coordination with representatives of the DISTRICT.

3. In the event there are delays on the part of the DISTRICT as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstances beyond the control of the CONSULTANT which delay the Project or Task Schedule completion date as specified in a Supplemental Agreement, the DISTRICT may grant to the CONSULTANT an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient contract time remains within which to complete services for each assigned task, and for the Project. In the event there have been delays which would affect completion of the task or the Project, the CONSULTANT shall submit a written request to the DISTRICT, which identifies the reason(s) for the delay and the amount of time, related to each reason. The DISTRICT will review the request and make a determination as to granting all or part of the requested extension.

5. In the event contract time expires and the CONSULTANT has not requested, or if the DISTRICT has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payments for the assigned task or the Project will be made until a time extension is granted or all services have been completed and accepted by the DISTRICT.

6. The CONSULTANT shall maintain an adequate and competent professional staff within the State of California and may associate with it such specialists (sub-consultants), for the purpose of its Services hereunder, without additional cost to the District, other than those costs stipulated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize other specialists, the CONSULTANT is fully responsible for satisfactory completion of all subcontracted services. It is understood and agreed that the DISTRICT will not, except for such Services so designated in the Supplemental Agreement, permit or authorize the CONSULTANT to perform less than the total contract services with other than its own organization.

7. All final plans, documents, reports, studies, and other data prepared by the CONSULTANT will bear the endorsement or seal of a person in the full employ of the CONSULTANT or its subconsultants and duly licensed and registered in the appropriate professional category.

8. The CONSULTANT shall submit to the DISTRICT such Project documentation and deliverables as agreed to by the CONSULTANT and the DISTRICT in the applicable Supplemental Agreement. The CONSULTANT shall not be liable for use by the DISTRICT of said plans, documents, studies, or other data for any purpose other than those intended by the terms of this Agreement and Supplemental Agreements.

9. All plans, specifications, analytical tools, maps, documents and/or reports prepared or

obtained under this Agreement shall be considered services made for hire and shall become the property of the DISTRICT without restriction or limitation on their use, except as limited in Section III, Paragraph A.8 and Section VI, Paragraph A; and shall be made available, upon request, to the DISTRICT at any time during normal business hours. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request by the District at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DISTRICT upon request.

10. Records of costs incurred include the CONSULTANT's general accounting records and the Project records, together with supporting documents and records, of the CONSULTANT and all sub-consultants performing services on the Project, and all other records of the CONSULTANT and sub-consultants considered necessary by the DISTRICT for a proper audit of Project costs.

11. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this contract shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and County Regulations, as applicable, with the understanding that there is no conflict between County, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

12. Reimbursement for travel costs will be determined during negotiation of Master or Supplemental Agreement(s).

13. The CONSULTANT shall make reasonable efforts to comply with the goals and objectives of the M/W/DBE Program, and shall provide documentation of such efforts upon request.

14. The CONSULTANT shall comply with all Federal, State, and Local laws and ordinances applicable to the services or payment for services thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, disability, or national origin in the performance of services under this Agreement.

B. RESPONSIBILITIES OF DISTRICT

1. The DISTRICT shall designate and fully authorize an appointed representative(s) to act on behalf of the DISTRICT with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the DISTRICT will be binding to all matters pertaining to this Agreement.

2. The DISTRICT shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the DISTRICT which are relevant to the execution of the duties of CONSULTANT under this Agreement, and shall provide information regarding project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist at the time of the signing of any Supplemental Agreement or which may develop during the execution of this Agreement, and shall assist the CONSULTANT in obtaining needed information from DISTRICT's files.

3. The DISTRICT shall furnish or cause to be furnished data prepared by others, or services of others except those which are to be provided by the CONSULTANT under the Supplemental Agreement.

4. The DISTRICT will give prompt written notice to the CONSULTANT if the DISTRICT observes or otherwise becomes aware of any fault or defect in the services or in the CONSULTANT's conformance to this Agreement.

SECTION IV PERIOD OF SERVICE

A. DURATION

Contract is for an initial period of three (3) years with an optional renewal of up to (2) two additional one-year periods for a total contract agreement of five years. Master contractual agreements are anticipated to begin February 1, 2017 and expire in January 31, 2020. Upon written mutual agreement between the District and the Consultant, this contract may be extended annually for an additional five-year period with the total contract time not to exceed ten (10) years.

B. NOTICE TO PROCEED

The DISTRICT will issue a written Notice to Proceed ("NTP") following execution of each specific Supplemental Agreement. The CONSULTANT will not commence the Services set forth in the related Supplemental Agreement until such NTP is received. The San Miguel Community Services District may renew its Request for Statement of Qualifications for On-Call Consultants following the initial five-year period, as necessary

SECTION V COMPENSATION

The DISTRICT agrees to pay the CONSULTANT compensation as detailed and approved in Supplemental Agreement(s), and consistent with the hourly fees included herein as Attachment 1. Invoices for fees or other compensation for Services or expenses shall be submitted to the DISTRICT in detail sufficient to process the invoice for payment and for a proper pre-audit and post-audit thereof.

A. INVOICES

1. Submittal: Invoices to the DISTRICT for compensation shall be submitted in accordance with the terms of the specific Supplemental Agreement.

2. Payment: Payment terms are Net 40 Days after receipt of invoice.

3. Disputed Items

If any items in any invoices submitted by the CONSULTANT are disputed by DISTRICT for any reason, including the lack of supporting documentation, DISTRICT shall promptly notify the CONSULTANT of dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

B. AUDIT OF RECORDS

The CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to Services performed under this Agreement and to make such materials available for audit or inspection at its office during the Agreement period and for five (5) years from the date of final payment.

(continued on next page)

SECTION VI GENERAL CONSIDERATIONS

A. REUSE OF DOCUMENTS AND EQUIPMENT

Any reuse of products (drawings, plans, calculations, specifications, studies, electronic data and information, software programs, etc.) on any extension or on any other project by the DISTRICT without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the DISTRICT's sole risk and without liability or legal exposure to the CONSULTANT. To the extent allowed by law the DISTRICT hereby agrees to indemnify and hold harmless the CONSULTANT from all damages, losses and costs to the DISTRICT arising out of any such reuse.

B. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of California.

C. SUCCESSORS AND ASSIGNS

The DISTRICT and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the DISTRICT nor the CONSULTANT shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

D. CHANGES

The parties agree that neither change nor modification to this Agreement, nor any attachments hereto, shall have any force or affect unless the change is reduced to writing, dated, executed and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as for this Agreement.

E. INSURANCE COVERAGE

1. General Insurance Requirements

The CONSULTANT shall have and maintain, for any and all periods covered by this Agreement, Worker's Compensation and Employer's Liability Insurance with a company or companies authorized to do business in the State of California, for the protection of the CONSULTANT's employees, as required by law of any employer.

The CONSULTANT shall also provide and maintain in full force and effect for any and all periods covered by this Agreement, insurance (including but not limited to insurance covering the operation of automobiles and other vehicles) in a company satisfactory to the DISTRICT, protecting the CONSULTANT and the DISTRICT against liability from damages because of injuries, including death, suffered by any person or persons other than employees of the CONSULTANT, and liability or damages to property, arising from or growing out of the CONSULTANT's operations in connection with the performance of this Agreement. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000) for one person and not less than One Million Dollars (\$1,000,000) for any one occurrence. Insurance covering damage to property shall be in the sum of not less than One Million Dollars (\$1,000,000) for any one occurrence, and Two Million Dollars (\$2,000,000) aggregate.

The CONSULTANT shall include as Attachment 2 to this Agreement an executed copy of the Certificate of Insurance showing proof of insurance for Worker's Compensation Insurance, General Liability Insurance and Automobile Insurance naming the San Miguel Community Services District as the additional insured on the General Liability Policy.

2. Professional Liability Insurance

The CONSULTANT shall also provide and maintain Professional Liability Insurance for any and all periods covered by this Agreement to protect the DISTRICT from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000). The CONSULTANT shall include as Attachment 3 to this Agreement an executed copy of the Certificate of Insurance showing proof of insurance for Professional Liability Coverage.

3. Indemnification and Hold Harmless

The CONSULTANT shall indemnify and hold harmless the DISTRICT and all of its officers, agents, or employees from all suits, actions, and liabilities to the extent caused by any negligent act, error or omission of the CONSULTANT, its Sub-consultants, agents, or employees.

F. NOTICES

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to CONSULTANT at its address stated herein, and to the DISTRICT its address stated herein.

G. DISPUTES

All Services shall be performed by the CONSULTANT to the standard of care within the industry. The District General Manager shall decide all questions, difficulties, and disputes pertaining to the services that may arise under or by reason of this Agreement, and the prosecution and fulfillment of the services hereunder (excluding the CONSULTANT's fulfillment of the standard of care). The General Manager's decision upon claims, questions, and disputes shall be final and binding upon the parties hereto, subject to judicial review. Adjustments of compensation and contract time because of any major changes in the services that may become necessary or desirable as the services progresses shall be left to the discretion of the General Manager and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith

H. DISCLOSURE

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, during the period of the Agreement, without first notifying the DISTRICT and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Section III, Paragraph A.7, Paragraph A.8, Paragraph A.9, and Section VI, Paragraph A, hereof, such data or information is the property of the DISTRICT.

SECTION VII TERMINATION OF AGREEMENT

A. DEFAULT

This Agreement may be terminated in whole or in part in writing by either party at any time for default; provided that no termination for default may be affected unless the other party is given a ten (10) calendar day after written notice of intent to terminate (delivery by Certified Mail, Return Receipt Requested).

B. TERMINATION FOR CONVENIENCE BY DISTRICT

The DISTRICT may terminate this Agreement in whole or in part in writing (delivered by Certified Mail, Return Receipt Requested) at any time the interest of the DISTRICT Requires such termination. If the Agreement is terminated the CONSULTANT shall be paid for the portion of services satisfactorily performed at time of termination.

C. DISCONTINUE SERVICE AND DELIVER DOCUMENTS

Upon any termination, the CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from the DISTRICT directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

D. DISTRICT MAY PROSECUTE SERVICES

Upon termination pursuant to Paragraphs A or B above, the DISTRICT may take over the services and prosecute the same to completion by agreement with another party or otherwise.

SECTION VIII MEETINGS

A. As provided in the Supplemental Agreement(s), the CONSULTANT will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the project schedule and for proper preparation of plans, documents, specifications, and special provisions.

B. The CONSULTANT may be required to meet with representative(s) of the DISTRICT to review the status of the project. These meetings will not be required unless problems arise that cannot be resolved during the regular visits. The meetings, if needed, shall be held at the DISTRICT's office or at the project site as appropriate.

SECTION IX PROFESSIONAL ENDORSEMENT

All final plans, documents, reports, studies, and other data prepared by the CONSULTANT will bear the endorsement or seal of a person in the full employ of the CONSULTANT or its subconsultants and duly registered in the appropriate professional category. Specifications for this endorsement may be made in a specific Supplemental Agreement.

SECTION X PAYMENT

A. PURPOSE

This section describes the provisions, limits, and method of compensation to be made to the CONSULTANT for Services as set forth in a Supplemental Agreement. The services are to be provided for the duration of the services specified in SECTION IV of the CONSULTANT Agreement and Supplemental Agreements.

B. FEES

For the satisfactory completion of services detailed in this Agreement or any Supplemental Agreement, the CONSULTANT shall receive compensation in the form of (1) a basic lump sum fee payment, or (2) payment in accordance with the hourly rate schedule contained in Attachment 1 of this Master Agreement.

C. PAYMENT PROCEDURES

1. Payment requests will be detailed:

- a) The CONSULTANT shall submit monthly invoices in a format and with supporting cost documentation acceptable to the DISTRICT. Instructions for invoice submittal shall be provided in the Supplemental Agreement.
- b) Bills for fees and other compensation for services or expenses shall be submitted to the DISTRICT in detail sufficient for a proper audit thereof.

2. Method of Payment

a) Basic Lump Sum Fee

Payment for basic lump sum services shall be determined and made to the CONSULTANT in an amount equal to the percentage of the lump sum services that has been satisfactorily performed and documented on each month's progress report and invoice, as approved by the DISTRICT.

b) Hourly Rate

Payment for hourly rate service shall be made in accordance with the rate schedule included as Attachment 1 of this Agreement.

3. Details of Costs and Fees

Details for the performance of the CONSULTANT's services shall be addressed in the Supplemental Agreement, as appropriate and consistent with the terms of this Agreement.

ATTACHMENT B HOURLY FEE SCHEDULE

(Include a copy of proposed fee schedule)

EXHIBIT "A"

ACKNOWLEDGMENT FORM

RFP for Services as District Engineer/Utility Services Manager

PART A

The proposing Firm warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from San Miguel Community Services District
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP):

Address: City: State: Zip:

Contact Name: Title:

Telephone No: Email:

Signature

PART B

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide special legal counsel.

THIS COMPLETED FORM MUST BE RETURNED TO SAN MIGUEL COMMUNITY SERVICES DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PROPOSAL PRIOR TO 4:30 P.M. Nov. 2, 2016

**San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451**

**Attn: Darrell W. Gentry
General Manager**