



## UNION PUBLIC UTILITY DISTRICT

### Request for Proposal (RFP) WATER UTILITY RATE STUDY



**ISSUED ON:**  
January 12, 2024

**RFP's DUE:**  
February 12, 2024, at 4:00 PM PST  
*Late proposals will not be accepted.*

**CONTACT:**  
Jessica Self, General Manager  
(209) 728-3651  
[jself@upudwater.org](mailto:jself@upudwater.org)

## SECTION I. INTRODUCTION

The Union Public Utility District (“UPUD” or “District”) is soliciting proposals from qualified and licensed consultants to provide utility rate study services to the District. All necessary and anticipated costs should be included in the proposal.

Copies of this Request for Proposal are available online at [upudwater.org](http://upudwater.org). All addenda related to this procurement will also be posted online on the District’s website.

## SECTION II. DEFINITIONS

The following definitions shall apply to this Request for Proposal and its attachments.

Term	Definition
Proposer. Consultant	Any person or company submitting a proposal in response to this Request for Proposal
District	Union Public Utility District
District Council	District Council for the Union Public Utility District
Proposal	A Proposer’s document in response to District’s RFP
RFP	This Request for Proposal “Water Utility Rate Study”
District or UPUD	Union Public Utility District
Successful Proposer	The proposer that is selected by the Union Public Utility District through this Request for Proposal process to provide the services specified in the Scope of Services herein.

## SECTION III. ATTACHMENTS

The attachments below are included with this RFP.

- Attachment A – 2023-24 Water Rate Study Scope
- Attachment B – Proposal Pricing Form
- Attachment C – Reference List
- Attachment D – Sample Agreement for Professional Services

## SECTION IV. TIMELINE

Action	Date
RFP Release Date	January 12, 2024
Deadline for questions/clarifications	January 30, 2024, 4:00 PM PST
Answers to questions released	February 5, 2024
<b>RFP Submittal Deadline</b>	<b>Monday, February 12, at 4:00 PM PST</b>

Successful Proposer Notification*	February, 2024
Contract Award*	February, 2024
Notice to Proceed*	Month of March

\* Tentative dates

## SECTION V. INSTRUCTIONS TO PROPOSERS

### A. EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the District to serve as the basis for the submission of the proposal.
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- All information contained in the proposal is true and correct.
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude the District from obtaining the lowest possible competitive price so that District may accomplish its goal of a sound economical operation and RFP; and
- Proposer acknowledges that the District has the right to make any inquiry it deems appropriate to substantiate or supplement the information supplied by Proposer, Proposer grants the District permission to make these inquiries, and Proposer will provide all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

### B. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

As a part of their proposal submission, Proposers shall submit the following documents.

<b>Documents to Submit</b>	<b>Comments</b>
Proposal Pricing Form (Attachment B)	Must be filled out completely and signed (2 pages)
Reference List (Attachment C)	Must be filled out completely
Agreement for Professional Services	Include all pages – please do not fill in blank spaces.
Addenda, if any	Must be signed

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### **C. PROPOSAL SUBMITTAL DEADLINE AND LOCATION**

Proposals are due on or before **Monday, February 12, at 4:00 PM PST**. Proposer must:

1. Submit a proposal via Public Purchase, hand deliver, or mail one (1) copy of its proposal in sealed envelope(s) to:

Union Public Utility District  
Attn: Jessica Self  
339 Main Street  
Murphys, CA 95247

Sealed proposals must bear the Proposer's name and address and be clearly marked "SEALED PROPOSAL FOR WATER UTILITY RATE STUDY DUE 4:00 PM PST Monday, February 12, 2024."

2. Submit an electronic version **NO LATER THAN February 12, 2024, at 4:00 PM** to:

**[jself@upudwater.org](mailto:jself@upudwater.org) and [jmayo@upudwater.org](mailto:jmayo@upudwater.org)**

Later proposals will not be considered.

### **D. WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw his or her proposal by written request, addressed to the District contact specified in Section XV at any time prior to the Proposal Submittal Deadline.

## **SECTION VI. SCOPE OF SERVICES**

**See Attachment A for scope of services.**

### **A. Term**

The successful Proposer will be awarded an agreement that shall expire upon successful completion of services.

### **B. Invoicing**

Consultant will submit monthly invoices to: Union Public Utility District, Attn: Jessica Self, General Manager, 339 Main Street, Murphys, CA 95247. A sample invoice shall be included in the submitted proposal.

### **C. Payment**

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the

proposal or as negotiated between the Successful Proposer and the District. Payment will be made within thirty (30) days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

**D. Calaveras County Business License**

The Successful Proposer must either possess a current, valid Calaveras County business license or have submitted a Calaveras County business license application and fee at the time of contract award. Business license information (application, ordinance, fees) can be found by navigating to the Calaveras County Tax Collector homepage (<https://taxcollector.calaverasgov.us/Business-License>) and selecting “Business License”, and then “Business License Application.”

**E. Proposal Cost**

The Consultant must complete, sign, and submit Attachment B – Proposal Pricing Form with Consultant’s proposal. All pricing must be inclusive, and include all labor, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the District in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided and provides District staff with tools to negotiate the final cost.

The Consultant acknowledges that by submitting a proposal, the Consultant’s proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

**SECTION VII. TERMS AND CONDITIONS**

**A. Union Public Utility District’s Standard Terms and Conditions**

The terms and conditions set forth in Attachment D - Sample Agreement for Professional Services will apply to any contract resulting from this RFP.

**SECTION VIII. REVIEW AND SELECTION PROCESS**

District staff will evaluate the Proposals based on the following criteria:

- Quality and completeness of Proposal.
- Quality, performance, and effectiveness of services to be provided by the Proposer.

- The Proposer’s experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity.
- Cost to the District (Proposal price alone will not be the sole determining factor).
- The Proposal’s ability to perform the work within the time specified.
- The Proposer’s prior record of performance (including safety record) with the District or other entity; and
- The Proposer’s compliance with applicable laws, regulations, policies, (including District policies), guidelines and orders governing prior or existing contracts performed by the Proposer.

**SECTION IX. RIGHTS OF THE UNION PUBLIC UTILITY DISTRICT**

This RFP does not commit the District to enter into a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The District reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.
- Issue subsequent Request for Proposals.
- Postpone contract start date for its own convenience.
- Remedy technical errors in the RFP process.
- Approve or disapprove the use of particular sub-consultants.
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the District.
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the District.

An agreement shall not be valid or binding on the District unless and until it is executed by authorized representatives of the District and of the Proposer.

**SECTION X. PUBLIC NATURE OF PROPOSAL MATERIALS**

Ownership of data, materials, and documents originated and prepared for the District pursuant to this Request for Proposal shall belong exclusively to the District and be subject to public inspection in accordance with the California Public Records Act and any other applicable government transparency laws. Trade secrets or other proprietary information submitted by a Proposer shall not be subject to public disclosure under the California Public Records Act, however, the Proposer must invoke its protections at the time the data, material, or documents are submitted. The Proposer must specifically identify the data, materials, or documents to be protected by highlighting them and marking them plainly as “Confidential,” “Trade Secret,” or “Proprietary” and state the reason the protection is necessary within the Proposal, including citation to specific laws and supporting caselaw, if any, and a statement signed by legal counsel for the Proposer has made the determination that the request for such non-disclosure is legally appropriate and that the Proposer understands and acknowledges that

Proposer is obliged to defend its alleged right to non-disclosure and hold harmless the District for all damages, costs, and fees. Further, the classification of an entire proposal document, line-item prices, and/or total proposal price as proprietary or trade secret is not acceptable and may be deemed non-responsible and result in rejection of the Proposal. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as “Confidential”, “Trade Secret”, or “Proprietary”, the District shall make a reasonably good faith effort to provide the Proposer who submitted the information with notice such that the Proposer may seek protection from disclosure by a court of competent jurisdiction.

#### **SECTION XI. NO COLLUSION**

By submitting a proposal, each Proposer represents, warrants guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude District from obtaining the lowest possible competitive price from a qualified proposer so that District may accomplish its goal of a sound economical operation.

#### **SECTION XII. FAIR DEALING/CONFLICT OF INTEREST**

The Proposer warrants that no gratuities, in the form of entertainment, gifts, or otherwise, were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the District with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent, or employee of the District who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer’s business.

#### **SECTION XIII. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the District.

#### **SECTION XIV. QUESTIONS REGARDING THE RFP**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the District contact person identified in Section XV no later than January 30, 2024, 3:00 PM PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the District’s website. Such an addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

**SECTION XV. CONTACT PERSON**

Inquiries relating to this RFP and/or the required services should be submitted on Public Purchase directly, or:

Jessica Self  
General Manager  
339 Main Street  
Murphys, CA 95247  
Phone: 209-728-3651  
Email: [jself@upudwater.org](mailto:jself@upudwater.org)

**PLEASE SUBMIT ALL PAGES OF THE RFP AS IT RELATES TO THIS PROPOSAL, PLEASE  
TURN IN ALL PAGES.**



## ATTACHMENT A - 2024 Water Rate Study Scope

### Background information:

The Union Public Utility District (UPUD) recently adopted a five-year rate schedule in December 2022. However, our rate schedule is being challenged by a citizen's initiative. Specifically, the initiative seeks to repeal UPUD's rates back to what they were in November 2022. The initiative is scheduled to be included on the November 2024 general election ballot for registered voters residing in our District boundaries.

As a result, UPUD is planning to conduct a fast-paced 218 rate study so that the District Board of Directors can adopt a new five-year rate schedule *immediately following* the November 2024 general election.

UPUD staff have obtained check lists from multiple water agencies who have recently or are currently undergoing a rate study. Our staff has already started compiling the same lists of data requested by their rate consultants. By the time UPUD hires a rate consultant, staff will have most, if not all the data needed for the consultant to effectively move forward with the financial plan and rate design.

### Study Objectives:

The Union Public Utility District is looking to meet the following objectives through this study:

1. Create a 10-year financial plan model for domestic water, and irrigation water services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding, and debt service costs.
2. A cost-of-service analysis for each service that fairly and equitably distributes costs across customers in compliance with Proposition 218, Proposition 26, and other federal and state regulations.
3. Separate five-year rate schedules that maintains the water budget structure for domestic and irrigation customers and maintains the capital improvement program (CIP) schedule identified in the District's Capital Improvement Plan.
4. Incorporate a five-year rate schedule for UPUD's contribution to Utica Water and Power Authority, which is a Joint Powers Authority (JPA) for UPUD and City of Angels Camp.
5. Domestic water, irrigation water and District fees represent new development's share of capital costs required to accommodate their addition to the respective systems.

### Scope of Services:

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objectives defined above and the reasoning behind such an approach.

1. Conduct an in-person kick-off meeting with District staff to discuss project priorities, data needs, and the project schedule. Consultant will also need to prepare a data request list that will be discussed during the meeting.
2. Develop a 10-year financial plan model for the domestic water, and irrigation water services that determines the revenue requirements based on projected revenues, operating and

maintenance expenditures including capital improvements, debt service coverage, and adequate reserve funding. The analysis should incorporate the District's debt service and reserve funding policies as well as any other policy considerations that the District determines are priorities.

3. Prepare a cost-of-service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service. The analysis must ensure that rates, facilities fees, and capacities fees and charges are defensible and comply with the requirements of Proposition 218, Proposition 26, and other regulations.
4. Provide a comparative analysis that illustrates how the District's rates compare in cost to neighboring utilities.
5. Evaluate the Utica Water and Power Authority (UWPA) budget and its impact upon the District's Share of UWPA's costs for administration, operation, and CIP.
6. Recommend rate and fee structures for domestic water, and irrigation water that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider current and future operations and maintenance costs, projected demands, water supply, and capital improvement requirements.
7. Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should differentiate capital costs associated with the rehabilitation/replacement of existing utilities from capital costs for improvements required for the expansion of service as a result of new development.
8. Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by District Staff.
9. Conduct rate workshops with staff and District Board of Directors.
10. Review the Proposition 218 notice of public hearing and present the study to District Board of Directors and the public at the Proposition 218 hearing. In addition, conduct a minimum of two community meetings to inform the public of any rate changes prior to the Proposition 218 hearing.
11. The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the District is well informed as to the status of the project and to discuss major milestones of the project.

**ATTACHMENT B - PROPOSAL PRICING FORM**

Proposer should provide a not-to-exceed amount per task, to be based on hourly labor rates. The not-to-exceed amount determination should be all inclusive and include any incidental costs such as transportation fees.

<b>Task</b>	<b>Task Description in Brief</b>	<b>Fee</b>	<b>Estimated Time to Complete Task</b>
1.	In-person kick off meeting, data list request		
2.	Draft and Final 10-Year Financial Plan Model		
3.	Cost of service analysis		
4.	Comparative rate analysis to neighboring utilities		
5.	Recommend rate and fee structures		
7.	Draft and final reports - document of record		
8.	Conduct rate workshops (2 minimum)		
9.	Develop and present the Proposition 218 notice of public hearing		
10.	Additional tasks, meetings and/or webinars deemed necessary		
	Total		

Please submit your hourly labor rate schedule by classification.  
Please submit your travel rates, if applicable.

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline.

COMPANY:

ADDRESS:

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**\*\*\*\* CONTINUED ON NEXT PAGE \*\*\*\***

SIGNATURES FOR PROPOSER:

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below  
(Show Names of Non-signing Officers)

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Signature                      Date

---

A CORPORATION

---

Post Office Address

---

Name of State Where Chartered

---

Signature                      Date

If PARTNERSHIP, Sign Below  
(Show Names of Non-signing Partners)

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PRESIDENT                      Date

---

Name of Partners

---

SECRETARY                      Date

---

Signature                      Date

---

TREASURER                      Date

---

Post Office Address

---

Post Office Address

**AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**

**ATTACHMENT C – REFERENCE LIST**

Please list three (3) public agency clients, along with a very brief description of the work, which the District may contact regarding the Consultant’s work performance.

**REFERENCE # 1**

AGENCY / DISTRICT NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**REFERENCE # 2**

AGENCY / DISTRICT NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**REFERENCE # 3**

AGENCY / DISTRICT NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**

**ATTACHMENT D – AGREEMENT FOR PROFESSIONAL SERVICES**

**(Insert Name of Consultant)**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the UNION PUBLIC UTILITY DISTRICT, a Special District of the State of California (“District”) and \_\_\_\_\_ (“Consultant”).

**RECITALS**

- A. District requires the professional services of a specially trained, experienced, and competent consultant to perform the special services which will be required by the Agreement.
- B. Consultant has the necessary experience in providing professional services and advice.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to District and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. District retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. District shall have the right to modify the scope of work to delete tasks in whole or in part.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California Area and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.
4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that District

in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance of the District's project schedule and agrees to use its best professional efforts to meet the schedule. District understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each provision of this Agreement.

6. Compensation. District shall pay to Consultant an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

6.1 An application for payment form must be submitted to District which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by District of Consultant's charges under this Contract. Consultant shall make such records available to District during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to District and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

5.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. District will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees, or subcontractors. District will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse District within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which District makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the District's election, District may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of District. The persons used by Consultant to provide services under this Agreement shall not be considered employees of District for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of District Manager or his/her designee. If Consultant subcontracts any of the

Services, Consultant will be fully responsible to District for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and District. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by District.

9. Other Consultants. District reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless District and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of District.

The Parties expressly agree that any reasonable payment, attorney's fee, cost, or expense District incurs or makes to or on behalf of an injured employee under the District's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees, or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by District in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. Consultant shall maintain occurrence-based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the District, its officers, agents, employees, and volunteers as additional insureds, and to state that the



insurance will be primary and not contribute with any insurance or self-insurance maintained by the District.

11.1.2 Business Automobile Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation Insurance. Consultant shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the District, its officers, agents, employees, and volunteers.

11.1.4 Employer's Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

11.1.5 Professional Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to District sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to District's execution of this Agreement, Consultant shall provide to District certificates of insurance and above-referenced endorsements sufficient to satisfaction of District's Risk Manager. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by District's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then District will have the option to declare Consultant in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by District to obtain or maintain insurance and District may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. District reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Business License. Consultant will obtain and maintain a Calaveras County Business License for the term of the Agreement, as may be amended from time-to-time.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. Ownership of Documents. Any reports and other material prepared by or on behalf of Consultant under this Agreement (collectively, the "Documents") shall be and remain the property of Consultant. District may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by District and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes District may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in District and Consultant relinquishes all claims to the copyrights in favor of District.

16. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of District and on behalf of Consultant under this Agreement.

For District:

Union Public Utility District  
Attention: Jessica Self  
339 Main Street  
Murphys, CA 95247  
(209)728-3651

For Consultant:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone No. \_\_\_\_\_

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. Conflict of Interest. If disclosure under the Political Reform Act and District's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors, Consultant or Consultant's affected employees, agents, or subcontractors shall complete and file with the District Clerk those schedules specified by District and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors, and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors, and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with District an affidavit disclosing this interest.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state, and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances, and regulations.

19. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state, and federal laws and regulations prohibiting discrimination and harassment.

20. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, District may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If District decides to abandon or postpone the work or services contemplated by this Agreement, District may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to District. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. District will make a determination of final payment based upon the value of the work product delivered to District and the percentage of the services performed.

21. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, District will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to District by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a

23. false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If District seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for District to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of District, which will not be unreasonably withheld.

26. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived, or discharged except in a writing signed by both parties.

28. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

**DISTRICT:**

Union Public Utility District  
Attn: Jessica Self  
339 Main Street, Murphys CA 95247

BY:

\_\_\_\_\_  
Jessica Self, General Manager

ATTEST:

\_\_\_\_\_  
Jenna Mayo, Clerk to the Board

**CONSULTANT:**

[NAME]  
[ADDRESS]

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

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

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

If required by District, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

29. **Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**EXHIBIT "A" SCOPE OF SERVICES**

Itemized List of what Consultant will do for the District and at what price and schedule.

DRAFT