

REQUEST FOR QUALIFICATIONS

District Engineering Services

(District Engineer)



Sierra Lakes County Water District

7305 Short Road – P.O. Box 1039

Soda Springs, CA 95728

January 24, 2022

Responses due: February 25, 2022, 12:00 noon

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I. PURPOSE

The Sierra Lakes County Water District (District) seeks experienced and qualified firms to provide District Engineering Services (civil engineering, environmental engineering, and related professional services, including the disciplines listed herein). The services may be required for planned activities or for actions needed on an emergency basis. Responders may be an individual, a firm, or a team with a primary responder and identified sub-consultants. The District intends to enter into a Master Services Agreement (contract) with a two-year term and multi-year optional extensions.

II. BACKGROUND

The District was formed in 1961 to provide water and sewer services to Serene Lakes, Placer County, CA. Today the District operates water and wastewater systems built over 60 years' time, and it is working to improve the quality and reliability of its infrastructure while providing essential services and working within the financial capacity of the community. The District's need for engineering services varies in intensity, and maintains a small engineering, operations and administrative staff. In order to provide for more timely and efficient design and construction of District projects, District staff must be augmented periodically.

III. SERVICES

The types of engineering services that may be required by the District include, but are not limited to:

- Civil
- Structural
- Geological/Geotechnical
- Surveying and Mapping
- CAD and GIS
- Water Treatment and Distribution
- Wastewater Collection and Pumping
- Streets and Roadways
- Site Planning, Permitting, and Plan Review
- Construction Plans and Specifications
- Construction Management
- Inspection
- Estimating
- Environmental Review
- Internal Processes Development & Documentation
- Data Analysis
- Emergency Services

Responders may choose to demonstrate qualifications only in certain disciplines, but responders must include personnel licensed to practice civil engineering in the state of California. Consultants will work under the direction of the District's General Manager and will work from their own offices unless presence at the District's offices is required.

Projects anticipated during the first year of the contract may include:

- Assist with cost estimates for new Capital Improvement (Replacement) Program
- Implementation/Training for Lucity Asset Management System Plan
- Update water treatment process documentation
- Update water treatment process documentation for cold water (Bales and Short Road)
- Document Well 01 Operations
- Update Emergency Disaster Response Plan
- Update water and sewer system mapping and map books for trucks
- Update Sewer System Management Plan
- Update Water System Management Plan
- Cost estimate for future Plant Expansion
- Cost estimate for new well(s)
- Cost estimate to replace all ACP waterlines over some time period
- Cost estimate to create zone metering program
- Create a Zone Metering Program

IV. RESPONSES

Responders shall submit statements of qualifications for themselves and any sub-consultants identifying the disciplines for which they wish to be found qualified. Statements shall be concise and shall not include unnecessary promotional material. The statements shall not exceed 15 pages, excluding resumes. Statements shall include the following components:

1. Cover letter signed by a person authorized to negotiate a contract with District.
2. Staffing and team experience.
3. Resumes.
4. Rate Schedule of most current rates for personnel identified in staffing and team experience (#2) (see below). Rate Schedules must be provided in a separate, sealed envelope.
5. References.
6. Acceptance of standard service agreement.

The Rate Schedule called for above is required to reflect the most current rates for all personnel identified in the Staffing and Team Experience portion of the response. The rate schedule will be contractually binding and will be used in comparative evaluation of responses among those firms determined to be qualified to perform services.

Responses shall be submitted as a pdf file by email to anickerson@SLCWD.org before 12:00 noon on February 25, 2022. Late responses will not be considered.

Any changes the District makes to the requirements of this RFQ, or answers to any questions, will be made by written addenda and posted on the District's website.

The District reserves the right to revise or withdraw this RFQ for any reason. The District reserves the right to reject all responses, to request additional information concerning any response for purposes of clarification, to accept or negotiate any modification to any

response following the deadline for responses, and to waive any irregularities if it would serve the best interests of the District.

Any questions or request for information about this RFQ should be addressed as follows:

Paul A. Schultz, PE
Sierra Lakes County Water
District PO BOX 1039
Soda Springs, CA 95728

Telephone: (530) 426-7800
Email: pschultz@slcwd.org

A copy of SLCWD's Standard Professional Services Agreement is included in Appendix A.

All costs incurred by a responder during response preparation or in any way associated with the preparation, submission, presentation, or interview if held, shall be the sole responsibility of the responder.

By submitting a statement of qualifications, the responder represents that it has examined and is familiar with this RFQ and any addenda, that the qualifications information submitted is correct, and that responder understands and can agree to the provisions of this RFQ and the appended services agreement.

V. EVALUATION, SELECTION, AND ASSIGNMENTS

Statements of qualification will be evaluated by a committee of individuals selected by the District and will be scored and ranked. Qualifications will be verified, and references checked. In the event of close scoring, a shortlist interview may be performed remotely. Interviews, if needed, are tentatively scheduled for March 2, 2022.

In reviewing statements of qualification, the District will consider the following, and award scoring points up to the possible amount shown:

1. Experience in performing work in the relevant disciplines. (10)
2. Experience providing services in an on-call, extension-of-staff role. (10)
3. Experience in providing services to water and wastewater districts. (10)
4. Ability to be timely responsive to the District's service area. (10)
5. Familiarity with the rules, procedures, and practices of the Placer County and other agencies in the District's service area. (5)
6. Overall value as indicated by the rates submitted in the response. (5) Rates will be reviewed for all firms determined by the District to be qualified to perform the services.

Prior to execution of any agreement, consultants will be required to provide District evidence of all required business and professional licenses, current Department of Industrial Relations registration, and all required certificates of insurance.

The District intends to award the District Engineering Services contract to a single entity, but may elect to retain more than one firm. The contract creates no obligation for the District to task the consultant with any work. When work is required, the District will issue a

task order to the consultant with specific scope, schedule, and compensation provisions. Task orders must be executed by the consultant and operate as amendments to the master services agreement. The District and consultant may negotiate compensation for each task on a time and materials, not to exceed, or fixed price basis.

The District may negotiate price and scope for any fixed cost task order prior to issuance.

The consultant is not guaranteed work. All task order awards are entirely at the District's discretion.

VI. DISPUTES RELATING TO RFQ PROCESS

Any dispute arising from the RFQ process prior to the award of a contract must be submitted in writing to the General Manager within ten calendar days of the date of the recommendation award or denial letter. The only grounds for an appeal that will be considered are that the District failed to follow the selection procedures specified in this RFQ or that there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The District will consider only those specific issues addressed in the written appeal. The District will make its determination within thirty (30) days of receipt and their decision shall be final with respect to the matters of fact.

VII. APPENDIX

A. CONSULTANT SERVICES AGREEMENT

An example copy of the District's standard Professional Services Agreement follows this page.

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20____, by and between SIERRA LAKES COUNTY WATER DISTRICT ("District"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, District desires to contract with a qualified engineering firm to provide services to the District on an on-call basis, as described in work orders provided by the District during the term of this Contract; and

WHEREAS, Consultant has presented a proposal for such services to District, dated _____, 20____, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in a duly issued work order (each a "Work Order" as that term is used herein). Each Work Order will be deemed incorporated into **Exhibit "A"**. A list of anticipated projects is included in **Exhibit "B"** to this Contract, though inclusion of this list does not mean that the District will undertake all listed projects during the Term nor does it mean that Consultant will be asked to work on any particular project listed on **Exhibit "B"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant enters into this Contract as an independent contractor and not as an employee of District. Consultant shall have no power or authority by this Contract to bind District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of a Work Order and notice to proceed from District, and shall be undertaken and completed in accordance with the Schedule of Performance included in the Work Order. The Term of this Contract is two (2) years, subject to extension pursuant to Section 2.C.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. District Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of _____ in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. Consultant shall be paid monthly for the actual fees, costs and expenses required and expended, but in no event shall total compensation over the Term exceed _____ (\$_____), without District's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as part of **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. District may temporarily suspend this Contract, at no additional cost to District, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to District for damages sustained by District by virtue of any breach of this Contract by Consultant, and District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due District from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings, and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF DISTRICT:

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of District, and Consultant shall have no property right therein whatsoever. Immediately upon termination, District shall be entitled to, and Consultant shall deliver to District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to District which is in Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District. Provided, however, that to the extent a Work Order involves engineering design services, the reuse of any of the materials or documents described in Paragraph 7.A by District on any other project without the written permission of Consultant, shall be at District's sole risk and District agrees to defend, indemnify and hold harmless Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by District or by others acting through District. Consultant is not responsible, and liability is waived by District as against Consultant for use by District or any other person of any data, reports, plans or drawings not signed by Consultant.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant warrants to District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The Consultant may be required to perform work under this Contract that qualifies as a public work for the purposes of Labor Code section 1720 and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "D".

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent Consultant before District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of District, is no longer employed by Consultant, or is replaced with the written approval of District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, District may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of District, which will not be unreasonably withheld. Consultant shall be as fully responsible to District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from District under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to District.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by District's conflict of interest code in accordance with the category designated by District, unless District Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as directed by District.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of District, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. District shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall protect, hold free and harmless, defend and indemnify District, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its employees or anyone else employed by Consultant in the performance of professional design services under this Contract, to the extent of Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, Consultant shall protect, hold free and harmless, defend and indemnify District, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with Consultant's, or its subcontractors' or suppliers', performance under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of Consultant in any action on the Contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or

not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of District.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Contact, the policies of insurance specified in this Section. Such insurance shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California). Consultant shall furnish District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contact.

B. Commercial General Liability Insurance. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

The commercial general liability insurance shall also include the following:

1. Endorsement at least as broad as ISO CG 10 10 01 naming District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to District, its officers, officials, employees or volunteers.

2. Endorsement at least as broad as ISO CG 20 01 04 13 stating that insurance provided to District shall be primary with respect to District, its officers, officials, and employees, and that any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

3. Provision or endorsement stating that 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.

4. Provision or endorsement stating that coverage shall not be canceled, except with notice to District thirty (30) days' in advance of a Notice of Cancellation of Insurance Coverage, with ten (10) days' in advance of Notice for Non-Payment.

C. Worker's Compensation. Insurance to protect Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Consultant shall execute a certificate in compliance with Labor Code Section 1861 in the form attached as **Exhibit "C"**. Consultant shall provide a Waiver of

Subrogation endorsement in favor of District, its officers, officials, employees, agents and volunteers for losses arising from work performed by Consultant.

D. Commercial Automobile Insurance.

1. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per accident.

2. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy.

E. Professional Liability Insurance. Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contact and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contact. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim, and \$2,000,000 policy aggregate. The Professional Liability Policy shall include the endorsement described in Section 16.B.4.

F. Additional Requirements.

1. In addition to any other remedy District may have, if Consultant fails to maintain the insurance coverage as required in this Section, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contact.

2. No policy required by this Contact shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to District.

3. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, District.

4. The requirement as to types, limits, and District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contact.

5. If the policy at issue is a claims made policy:

a. The Retroactive Date must be shown and must be before the date of this Contact;

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Contact.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this

Contact, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Contact.

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

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

SIERRA LAKES
COUNTY WATER DISTRICT

By: _____
Paul Schultz, General Manager

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, General Counsel

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

List of Anticipated Projects

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title]

EXHIBIT D

LABOR COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. District shall notify Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. Consultant shall forfeit as penalty to District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by District, or District's agents, be considered as the basis of a claim against District.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of District. It is hereby further agreed that, except as provided in (a) above, Consultant shall forfeit as a penalty to District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, Consultant or any Subcontractor

employed by Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

