



REQUEST FOR PROPOSAL

COMPREHENSIVE COST OF SERVICES STUDY

PROPOSALS ARE DUE NO LATER THAN

5:00 PM, December 3, 2021

Please deliver one unbound, two (bound) copies, and one electronic copy in MS Word, Excel, or Adobe/PDF of both the Technical Proposal and the Cost Proposal in the format prescribed by the Request for Proposal. Proposals must be received by Rubidoux Community Services District, 3590 Rubidoux Blvd., Jurupa Valley, CA 92509, no later than 5:00 PM, on December 3, 2021. Proposals must be received by the stated deadline. Postmarks will not be considered. No proposals will be accepted after the deadline.

INTRODUCTION

Rubidoux Community Services District (hereinafter referred to as “District”) is seeking proposals from qualified firms for a Comprehensive Cost of Services Study using industry standards to comply with all applicable laws, statutory requirements, and regulations that comply with Proposition 26 and Proposition 218. Minimum requirements of Firms and detailed description of required services are included in Attachment A-Scope of Services.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The District reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by the General Manager and individuals from the Finance and Engineering Department and/or outside consultant. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from applicants, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. **Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected.** The District has a standard two-party Professional Service Agreement, to which adherence is assumed unless specific objections are noted in the proposal by the candidate firm. Please see Attachment B for a copy of the Professional Service Agreement.

The District has a goal of being able to conduct rate and fee hearings in fall 2022 using the work product produced from this work effort.

1. ATTACHMENTS

The attachments below are included with this Request for Proposals (“RFP”). The items identified with an asterisk (*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Rubidoux Community Services District Professional Services Agreement*

(*Complete only when selected)

2. INSTRUCTIONS TO PROPOSERS

2.1 Pre-proposal Conference.

There is NO pre-proposal conference scheduled for this solicitation.

2.2 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 2.2.1 Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of this proposal.
- 2.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 2.2.3 Represent that all information contained in the proposal is true and correct.
- 2.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amounts, terms or conditions of this proposal.
- 2.2.5 Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the District permission to make these inquiries, and to provide any and 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.

2.3 Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing and received by the District no later than 3:00 PM on November 3, 2021. Correspondence shall be addressed to Brian Laddusaw at bladdusaw@rcsd.org. The District will respond to any questions by Proposer no later than 5:00 PM on November 12, 2021.

The District shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the District or its representatives.

Responses from the District to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to senders without response.

2.4 Addenda.

Any addenda issued by the District shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

2.5 Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer to Brian Laddusaw at bladdusaw@rcsd.org.

3. RIGHTS OF THE 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 Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals; and/or
- 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 binding or valid with the District unless and until it is approved by the District Board of Directors, if so required, and executed by authorized representatives of the District and of the Proposer.

4. RFP TIMELINE

The RFP Timeline is as follows (dates subject to change):

RFP Issued	October 21, 2021
Deadline for questions, clarification	November 3, 2021, 3:00 PM
District responds to all questions, clarifications	November 12, 2021, 5:00 PM
Proposals must be submitted by	December 3, 2021, 5:00 PM
District interviews proposers*	December 15, 2021
District selects successful proposal	December 2021
District Board of Directors approves successful proposal and award of contract, if necessary	January 6, 2022
Project to commence	January 7, 2022

The District reserves the right to add, remove or combine steps in the timeline, and/or compress or extend the timeline as the District, in its sole discretion, sees fit.

*All interviews will be conducted virtually and only with the Proposer’s Project Manager and Lead Analyst.

5. INFORMATION TO BE SUBMITTED

These guidelines govern the format and content of the proposal, and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the District's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not related to the RFP and proposal, e.g., generalized brochures, marketing material, etc., will not be considered in the evaluation.

All proposals shall address the following items. The proposals must address the items in the order listed below and shall be numbered 1 through 8 in the proposal document. Please include a Table of Contents preceding the Chapters.

Chapter 1 – Proposal Summary.

This Chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of the Project Manager and Lead Analyst and their contact information. The Proposal shall include a quick biography of the Project Manager and Lead Analyst including a list of similar studies performed on other agencies in the State of California. The Project Manager and Lead Analyst cannot be changed by the Proposer unless approved by the District. Proposer must have sufficient complimentary staff should a change in Project Manager or Lead Analyst be approved by the District.

Limit this Chapter to a total of three (3) pages, including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s).

This Chapter shall include a brief description of the Prime Proposer's firm, including firm name, address, phone number, email address and primary contact person; brief firm history, including the current permanent staff size as well as California organization structure; and, a discussion of the firm's financial stability, capacity and resources.

Additionally, this section shall include a listing of any claim, lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer either as a contractor or subcontractor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years, or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five (5) years.

Limit this Chapter to a total of three (3) pages.

Chapter 3 – Qualifications of the Firm's Project Manager and Lead Analyst.

This Chapter shall include a brief description of the Proposer's Project Manager and Lead Analyst's qualifications and previous experience supplying like services and/or equipment to similar public agencies in the State of California. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. Include product provided, the total project cost, the period over which the provision and training was completed, and the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Three (3) references from clients with similar projects must be submitted along with the names and telephone numbers of contact persons.

Chapter 4 – Product Description, Work Plan or Proposal.

This Chapter shall present a well-articulated service plan. Include a full description of major services provided, tasks and subtasks with reference to the scope of services outlined in Attachment A. This section of the proposal shall establish that the Proposer understands the District’s objectives and work requirements and the Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services, providing the required product and the firm’s ability to meet the District’s schedule, outlining the approach that would be undertaken in providing the requested services. Describe the project understanding, detailed project approach and methodology. List specific proposed services and support and training services to be provided.

Chapter 5 – Project Schedule.

This Chapter shall include a projected timeline for completing the project including the start date, order dates, delivery time, installation, and training, and shall indicate completion dates from date the order is received.

Chapter 6 – Project Staffing.

This Chapter shall discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Key personnel will be names in the final agreement and any changes in key personnel at that time may cause for rejection of the proposal. Include proposed project management structure, including identification of the Project Manager, Lead Analyst and individuals that will be assigned to the project.

Chapter 7 – Proposal Costs Sheet and Rates.

This Chapter shall include the proposed costs to provide the services desired. Include any cost and price information, plus a “not-to-exceed” amount, that would be contained in a potential agreement with the District. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The cost of the project, including the total hours and hourly rates by staff classification, and the resulting all-inclusive fee for the project must be included. Fees must include all anticipated costs, including travel, per diem, and out of pocket expenses. Please note the District does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

Chapter 8 – Sample Work Product from Proposed Project Manager

Provide a recent administrative record from the Proposed Project Manager.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this RFP, if awarded, will be a Professional Services Agreement. The method of payment to the successful Proposer shall be for services provided based on time and materials, billed monthly, with a maximum “not-to-exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the District as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, deliver, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment B – Rubidoux Community Services District Professional Services Agreement.

Proposals that take exceptions to the proposed Agreement may be determined by the District, at its sole discretion, to be unacceptable and no longer considered for the award.

7. INSURANCE REQUIREMENTS

The selected Proposer(s), at the Proposer’s sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment B.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the District as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the District. The selected Proposer agrees to provide the District with a copy of said policies, certificates and/or endorsement upon award of contract.

8. REVIEW AND SELECTION PROCESS – EVALUATION CRITERIA

District staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal;
- Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- Proposer’s experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- Cost and Cost Realism;
- Proposer’s financial stability and length of time in business;
- Proposer’s ability to perform the work within the time specified;
- Proposer’s prior record of performance with District or others;
- Proposer’s ability to provide future records, reports, data and/or services;
- Proposer’s compliance with applicable laws, regulations, policies (including District Board policies), guidelines and orders governing prior or existing contracts performed by the contractor; and
- Proposer’s Work Plan and Approach.

9. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the District. At such time as the District awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”. The District shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”, or if disclosure, in the District’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or

significant portions of the proposal “Confidential”, “Trade Secret”, or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may determine, in its sole discretion, that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential”, “Trade Secret”, or “Proprietary”, the District shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer’s sole expense.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposer’s in regard to the amount, terms, or conditions of the proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the District;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the District.

12. 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.

13. GRATUITIES

No person shall offer, give, or agree to give any District employee any gratuity, discount or offer of employment in connection with the award of contract by the District. No District employee shall solicit, demand, accept or agree to accept from any person a gratuity, discount or offer of employment in connection with a District contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

14.1 The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor.

14.2 The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

ATTACHMENT A

Scope of Services

A. Project Description

Rubidoux Community Services District (District) is seeking proposals from qualified firms to conduct a comprehensive potable water, non-potable water, and wastewater Cost of Services Study (COSS) with the purpose of implementing new defensible multi-year utility rates and charges, and water and wastewater capacity fees. The study will provide an independent assessment of the District's cost to provide potable and non-potable water, and wastewater services and to properly allocate those costs to the appropriate rates and charges based on sound cost of services principles. All services provided by consultant will be referred to collectively as the "Project".

This Project will include the following:

- All staff meetings will be conducted by webinar. This includes the kickoff meeting and presenting results to the General Manager. The consultant should budget three Board meetings, in person for this Project. This includes one workshop, presentation of the report and Public Hearing.
- Cost allocation plan / overhead study. The District has 7 employees that support water, wastewater, trash and fire services. The District is interested in a simple and justifiable method in allocating this cost to the appropriate enterprise. Based on this information, the consultant will develop a simple excel model that can calculate the appropriate overhead rates. Overhead rates proposed will need to be mindful of grant agency audits and requirements.
- Development of a multi-year financial plan that has a 10-to-25-year time horizon. The financial model should have sub funds for operating / capital for water, wastewater, trash and fire. In addition, the financial model should have a separate fund for capacity fee for water and wastewater. The financial model for fire should be relatively simple as the majority of revenue is from property tax and the District contracts out this service. For trash, majority of the cost is pass-through. Most of the effort associated with the financial model will be associated with water and wastewater. In addition, the financial model should be able to examine different scenarios associated with managing the short-term costs and long-term liabilities associated with the District's CalPERS defined benefit pension plan unfunded accrued liability and other post-employment benefits (OPEB) liability. Lastly, the District has postponed adopted rate increases, the financial model should be able to evaluate if the District should consider implementing these rates within the next 6 months.
- Once the rates are adopted, the consultant will develop a simplified excel model that District staff can use to evaluate different financial scenarios, specifically if the adopted rates could be delayed in implementation.
- Development of the appropriate reserve policy given the unique risk the District will face.
- Water cost of service analysis that appropriately allocates cost between customer class, fixed monthly meter charge and commodity rates / tiers. Given recent court rulings, the District is interested in updating the cost-of-service analysis. The District currently has a five-tiered rate

structure and is interested in evaluating different numbers of tiers. The District wants to maintain a tiered rate structure.

- Wastewater cost of service analysis. The City of Riverside bills the District for treatment cost. Based on the information available, the Consultant will develop the appropriate cost of service analysis. It is anticipated that the consultant will conduct a mass balance and examine if the proposed rates should take into account strength factors.
- Assessment of and recommended changes to the current tiered water rate structure and potential alternative rate structure, customer classes, and allocation of costs split between fixed and variable charges for the potable water and non-potable water operations. A rate comparison with six other local utility district or cities that are comparable to the District. Consultant will work with District staff to determine the appropriate agencies.
- Assessment of and recommended changes to the current rate structure and potential alternative rate structures, customer classes, concentration charges and split between fixed and variable charges for the wastewater operation. A rate comparison with six other local utility district or cities that are comparable to the District. Consultant will work with District staff to determine the appropriate agencies.
- The District is interested in the development of Drought Rates by stages that maintain the financial health of the District. The Consultant will review the Urban Water Management Plan and model the financial risk associated with different stages of drought conditions. The Consultant will work with staff to determine the appropriate type of drought rate structure and calculate the required rate.
- Assessment and recommendations for District Water and Sewer Capacity Fees. For Capacity Fees, the analysis should include the following variables:
 - a. TDS Mitigation: the District currently has an underlying water quality issue with relatively high Total Dissolved Solids (“TDS”) in the groundwater pumped and treated to meet current potable system demands. The District will continue to rely on groundwater, in part, to meet future potable water demands. Through a series of agreements with the City of Riverside, the District has sewer treatment and disposal rights in the City of Riverside’s wastewater treatment plant. The District as a contract discharger is required to comply with certain discharge limits in the wastewater delivered to the City for treatment and disposal. Based on current limits for TDS, the District continuously delivers wastewater to the City with a TDS concentration exceeding the 650 mg/l limit. The District is to develop a TDS Mitigation Plan to comply with the TDS limit requirement. TDS mitigation options include purchase of low TDS imported water to mix with District groundwater supplies as a diluent to lower overall TDS concentration or add reverse osmosis treatment for TDS removal in a portion of the groundwater supply. Pursuant to a 1990 Agreement between the City and the District, there is a clause where the District was to add a “Water Quality” component cost in the capacity fees collected for each new water connection. This has not been included in past or current Water/Sewer Capacity Fee calculations.
 - b. Water supply: The District is currently 100% reliant on local groundwater pumped and treated for potable and non-potable use. The District is in the final stages of updating its Water and Sewer Master Plans that address current and anticipated demands (at buildout). The updated Water

Master Plans has various supply options along with costs that need to be included in updating Water Capacity Fees.

c. Allocation of Costs: An issue to address is the fact that existing District customers (water and sewer) contribute to the TDS issue discussed earlier. Some of the capital and ongoing operational expenses to mitigate TDS either through addition of reverse osmosis or purchase of import water (supply and infrastructure), should be allocated in some equitable manner between existing customer rates, proposed rates, and updated capacity fees.

d. Impacts of fire flow demand on various land uses: the District is experiencing an increase in “large box” development (industrial/business park). In master planning efforts unit demands for sewage generation are typically based on acreage. For example, industrial/commercial using 2,000 gpd/acre for wastewater generation. These factors then go into sizing master planned sewer improvements to meet estimated buildout flow and generate costs to base Sewer Capacity Fees on. In reality however as large box development is built, the actual water and sewer demands are significantly lower than that projected in the master plans, due to the fact they receive a smaller meter. This creates a potential situation of underfunding by under collection of capacity fees for identified master planned facilities. District wants to examine the different approaches in assessing sewer capacity fees. In addition, a separate water capacity fee for private fire sprinkler needs to be examined

- Development of a comprehensive administrative record that shows the nexus requirements of cost and rates. The consultant will develop the appropriate administrative record for water and wastewater rates. The report will be presented to the Board before sending out the Prop 218 Notice. Sample administrative record should be provided in the proposal developed by the proposed Project Manager.

This Project should consider and make provisions for the following factors:

- The need for defensible rates and charges.
- The District’s desire to minimize rate increases, avoid Rate spikes and protect reserves while maintaining appropriate level of services.
- The need for rates to be responsive to fluctuations in demand caused by drought and other factors.
- External requirements for maintaining debt covenants and qualifying for grants and State revolving funds.
- Compliance with various water allocation/conservation legislation from state and federal levels.

As part of this project, consultant will be expected to provide a user friendly, flexible financial model that can evaluate different CIP scenarios, debt issuance amount, change in demand and evaluate if future rate increase can be postponed.

Optional Task: Assessment and recommendation for District Fire Mitigation Capacity Fee. The use of this Capacity Fee is to meet District facility and equipment needs to provide fire suppression services to accommodate new development. Residential and non-residential development requires fire suppression

services for public health and safety, and protection of public and private property. Variables to consider consist of cost of existing District owned fire station and potential future expansions/upgrades of existing fire station or an additional new station within the District and estimated EDU's to be serviced. A separate Fire Mitigation Capacity Fee should be established for residential and non-residential customers. Please price this optional task out separately. Current Fire Mitigation Capacity Fees are: \$815 per residential dwelling unit and \$.41/sq. ft. for commercial structures. Consultant may choose not to submit on this Optional Task.

The District expects to award a contract on January 6, 2022. The District would like to conduct the Board workshop, presenting draft rates within a 4-to-5-month window.

B. Background

Rubidoux Community Services District (herein "the District") is a public agency of the State of California, formed on December 2, 1952, under sections 61000 et. Seq. of the Government Code. The District provides water, sewer, street lighting, fire protection, weed abatement, and solid waste collection and disposal services. The District provides water and wastewater services to approximately 37,000 people through approximately 6,675 service connections. The District is located in the City of Jurupa Valley, CA, with the majority of its service boundary in Riverside County and approximately 120 acres in San Bernardino County. It is located 50 miles east of Los Angeles and is bounded by San Bernardino County on the north, the Jurupa Mountains and Pedley Hills on the northwest, unincorporated areas of Jurupa on the west, the Santa Ana River on the south and the City of Riverside on the east. It is governed by a Board of Directors consisting of five members elected to four-year terms. From among its members, the Board appoints a president, vice president, and such other positions as it deems necessary.

The District has an operating budget of about \$19.2 million for the fiscal year ending June 30, 2021. The District employs approximately 24 full-time permanent employees and 1 part-time employee. The District maintains several funds including three enterprise funds (Water, Sewer and Solid Waste) and one governmental fund (Fire Services).

More detailed information on the District and its finances can be found in the 'Financial Reports' subsection of the 'About the District' section on the District's website at www.rcsd.org.

WATER SYSTEM

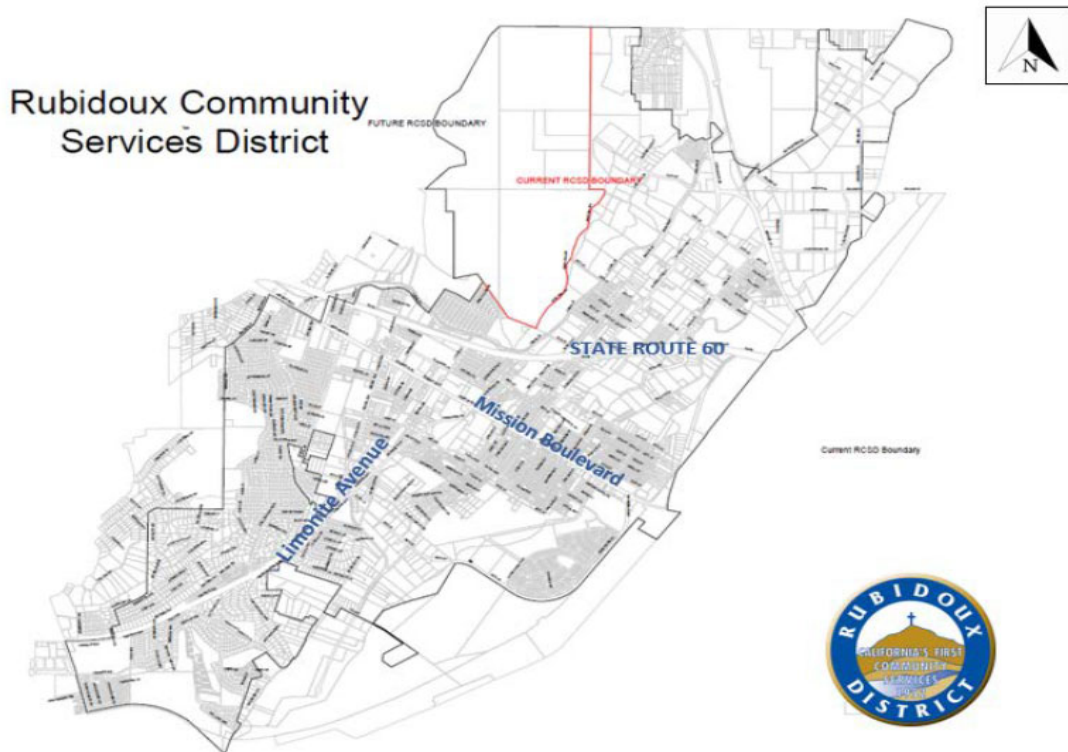
The District provides potable and non-potable water in its retail service area (see “Service Area” below). The following table lists the Water System major facilities:

<u>Facility</u>	<u>Number</u>
Wells	12 (6 actively used for potable deliveries)
Reservoirs	4
Manganese Removal	2
Nitrate Removal	1
Booster Stations	3
Miles of Pipeline	70

The 1066’ Pressure Zone is the base zone to which all wells pump. Two pump stations pump water into the 1238’ Pressure Zone. A small hydropneumatic zone serves a small high elevation area off the 1238’ Pressure Zone.

Service Area

The District is located in the City of Jurupa Valley, CA and has been in operation since 1952. The District’s service area has changed and grown over the years due to new development, annexations, etc., and currently, the District’s service boundary encompasses an area of approximately 7.5 square miles. The facilities needed to accommodate this growth were financed by developers and funded either through the use of Community Facilities District special taxes and bonds or facility capacity fees.



Currently, the District has approximately 6,675 service connections serving a population of approximately 37,000 people. The District has 6 potable wells, 6 non-potable wells, 3 booster stations, and 4 reservoirs totaling 6.4 million gallons of storage capacity. The District also produces and sells a small amount of non-potable water to the Jurupa Hills Golf Course.

Water Supply

The sole source of potable and non-potable water supply for District customers is groundwater extracted from the southern portion of the Riverside-Arlington Subbasin 1 (also referred to herein as the Riverside Basin) of the Upper Santa Ana Valley Groundwater Basin. The Riverside Basin encompasses the District's entire service area.

The Riverside Basin encompasses a surface area of 58,600 acres (92 square miles) within portions of Riverside and San Bernardino counties. The Riverside Basin underlies part of the Santa Ana River Valley in northwestern Riverside County and southwestern San Bernardino County and is bounded by impermeable rocks of Box Springs Mountains on the southeast, Arlington Mountain on the south, La Sierra Heights and Mount Rubidoux on the northwest, and the Jurupa Mountains on the north.

The District currently does not purchase or otherwise obtain water from a wholesale water supplier, and recycled water is not currently available to the District. The District expects that groundwater extracted from the Riverside Basin by 6 potable and 6 non-potable groundwater wells will continue to be its primary (and possibly only) source of water through the year 2040. The District is including in its master planning efforts to obtain low TDS imported water to mitigate TDS compliance issues in wastewater delivered to the City of Riverside for treatment and disposal. The estimated amount of imported water needed to mitigate the TDS issues approximately 1,200 AFY based on current system demands and growing to 1,800 AFY at District build-out. The alternative to imported water purchase is to plan, design, and build a reverse osmosis treatment plant and discharge brine to the Inland Empire Brine Line that crosses through District boundaries. Both options are expensive and need to be included as a cost factor to future rates and fees for both current and future customers.

Water Use

The District's service area consists of residential, commercial, industrial and a few landscape connections. About 76% of the water produced by the District is used for residential services. The District's residential sector comprises single family and multi-family customers. The District has a complex mix of commercial customers, ranging from family restaurants, insurance offices, beauty shops, and gas stations to shopping centers and high-volume restaurants, as well as other facilities that serve the non-residential population. The District serves a small industrial sector, including information technology, supply distribution, servicing of industrial equipment, and some light manufacturing. The District has a stable institutional/government sector, composed primarily of local government, parks, schools, and other types of public facilities. Water use in the landscape sector consists of non-potable water. In addition to landscape irrigation use, non-potable water is also used for construction.

Current Rate Structure

<u>Residential Standby</u>		<u>Commercial Standby</u>	
	Total		Total
5/8" Meter	\$ 27.39	5/8" Meter	\$ 30.98
3/4" Meter	\$ 35.46	3/4" Meter	\$ 41.70
1" Meter	\$ 50.11	1" Meter	\$ 60.85
1 1/2" Meter	\$ 75.75	1 1/2" Meter	\$ 90.92
2" Meter	\$ 112.40	2" Meter	\$ 136.49
		3" Meter	\$ 199.62
		4" Meter	\$ 284.66
		6" Meter	\$ 610.30
<u>Residential Tier</u>		<u>Commercial Tier</u>	
Tier		Tier	
Per Unit	Total	Per Unit	Total
0 - 5	\$ 1.21	0 - 5	\$ 1.22
6 - 12	\$ 1.78	6 - 12	\$ 1.79
13 - 20	\$ 2.17	13 - 20	\$ 2.19
21 - 29	\$ 2.57	21 - 29	\$ 2.59
30 - 9999	\$ 3.20	30 - 9999	\$ 3.22

Capacity fee: \$6,800 per EDU (3/4" meter = 1 EDU)

SEWER SYSTEM

Background

The District’s Sewer System is centered on a regional approach to treatment as a cost-effective way to treat wastewater. The Sewer System is made up of local collector lines and trunk sewers, and lift stations through which the District discharges wastewater to the City of Riverside’s wastewater treatment facilities located on the south side of the Santa Ana River near Van Buren Blvd.

The District does not own or operate its own wastewater treatment or disposal facilities. Rather, the District has right of use, or capacity rights, in the District of Riverside Regional Wastewater Treatment Plant (the “Riverside Plant”). All discharge collected from the District’s residential, commercial, and industrial customers flow to and is treated at the Riverside Plant.

District Sewer Service Area

The District’s collection and trunk sewer system includes 68 miles of pipe, ranging in diameter from 8” to 27”, and six (6) lift stations.

The following table lists the Sewer System various piping length and size as of 2015:

<u>Lateral Feet</u>	<u>Size</u>
291,000	8"
21,200	10"
20,000	12"
9,500	15"
6,400	18"
7,300	21"
3,100	24"
2,300	27"

360,800	

The following lists the Sewer System lift stations:

- Regional
- Juan Diaz
- Jurupa Hills
- Exmoor
- Belltown
- Fleetwood

Current Rate Structure

	EDU	
Residential/MFR	Factor	Per Mo.
Billing Factor		
1	1	\$ 28.78
	EDU	
Commercial	Factor	Per Mo.
Billing Factor		
1	1	\$ 33.81
3	1.67	\$ 56.45
4	3.33	\$ 112.58
5	5.33	\$ 180.19
6	10	\$ 338.08
7	16.67	\$ 563.57
8	33.33	\$ 1,126.80

Capacity fee: \$5,200 per EDU

C. Required Proposal Components

1. All information set forth in Section 5 of the RFP; and
2. Description of firm's experience as it relates to Comprehensive Cost of Services Study.
3. Letter of Interest: Describe your firm or team's interest and commitment in providing consulting services for the District. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the District shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
4. Table of Contents: Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
5. Work Plan and Approach: Discuss your firm's understanding of the Scope of Services to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to the project.
6. Key Personnel Background: Name, position, summary of qualifications, resumes, related experience, and proposed responsibilities of project manager and key personnel.
7. Team Experience of Project Manager and Lead Analyst: Listing of water and wastewater rate studies, development impact fee, and cost allocation plan studies performed within the last five (5) years within California. Include the following information:
 - a. Client's name, point of contact, address, and telephone numbers
 - b. Description of study and year of completion
 - c. Key personnel involved
 - d. Sample rate study report by the Project Manager
8. References for Project Manager and Lead Analyst: Provide at least three references (name, government entity, address, email, and telephone numbers).
9. Labor Force Allocation: Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the Scope of Services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.
10. Cost: Provide a complete detailed fee table broken down by task, hourly rates, estimated number of consulting hours, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed. A separate fee schedule should be provided for each study proposal.

ATTACHMENT B

RUBIDOUX COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

PARTIES AND DATE

1.01 This Agreement is made and entered into this XX day of XXXX 2022, by and between the RUBIDOUX COMMUNITY SERVICES DISTRICT (“RUBIDOUX”), an independent special district of the State of California with its principal place of business at 3590 Rubidoux Blvd., Jurupa Valley, CA 92509 and XXXXXXXXX, with a place of business at XXXX, XXXX, XX XXXX (“CONSULTANT”). RUBIDOUX and CONSULTANT are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

2.01 **Consultant.** CONSULTANT desires to perform and assume responsibility for the provision of certain professional services required by RUBIDOUX on the terms and conditions set forth in this Agreement. CONSULTANT represents that it is experienced in providing the professional services described herein, is licensed in the State of California, and is familiar with the plans of RUBIDOUX.

2.02 **Project.** RUBIDOUX desires to engage CONSULTANT to render such services for Professional Consulting Services (“Project”) as set forth in this Agreement.

SCOPE OF SERVICES AND TERM

3.01 **General Scope of Services.** CONSULTANT promises and agrees to furnish to RUBIDOUX all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Professional Consulting Services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.02 **Term.** The term of this Agreement shall be from **XXXXXX XX, 2022** through completion of Services, unless earlier terminated as provided herein. CONSULTANT shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

RESPONSIBILITIES OF CONSULTANT

4.01 **Control and Payment of Subordinates; Independent Contractor.** The Services shall be performed by CONSULTANT or under its supervision. CONSULTANT will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RUBIDOUX retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT shall also not be employees of RUBIDOUX and shall at all times be under CONSULTANT’S exclusive direction and control. CONSULTANT shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

4.02 **Schedule of Services.** CONSULTANT shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference. CONSULTANT represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate CONSULTANT’S conformance with the Schedule, RUBIDOUX shall respond to CONSULTANT’S submittals in a timely manner. Upon request of RUBIDOUX, CONSULTANT shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

4.03 **Conformance of Applicable Requirements.** All work prepared by CONSULTANT shall be subject to the approval of RUBIDOUX.

4.04 **Substitution of Key Personnel.** CONSULTANT has represented to RUBIDOUX that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of RUBIDOUX. In the event that RUBIDOUX and CONSULTANT

cannot agree as to the substitution of key personnel, RUBIDOUX shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to RUBIDOUX, or who are determined by RUBIDOUX to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of RUBIDOUX. CONSULTANT'S key personnel for performance of this Agreement are as follows: XXXX XXXXX.

4.05 **RUBIDOUX'S Representative.** RUBIDOUX hereby designates XXXXXXXX, or his or her designee, to act as its representative for the performance of this Agreement ("RUBIDOUX'S Representative"). RUBIDOUX'S Representative shall have the power to act on behalf of RUBIDOUX for all purposes under this Contract. CONSULTANT shall not accept direction or orders from any person other than RUBIDOUX'S Representative or his or her designee.

4.06 **CONSULTANT'S Representative.** CONSULTANT hereby designates XXXXXX XXXX, or his or her designee, to act as its representative for the performance of this Agreement ("CONSULTANT'S Representative"). CONSULTANT'S Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. The CONSULTANT'S Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

4.07 **Coordination of Services.** CONSULTANT agrees to work closely with RUBIDOUX staff in the performance of Services and shall be available to RUBIDOUX'S staff, consultants and other staff at all reasonable times.

4.08 **Standard of Care; Performance of Employees.** CONSULTANT shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONSULTANT warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONSULTANT represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONSULTANT shall perform, at its own cost and expense and without reimbursement from RUBIDOUX,

any services necessary to correct willful or negligent errors or omissions which are caused by the CONSULTANT'S failure to comply with the standard of care provided for herein. Any employee of the CONSULTANT or its sub-consultants who is determined by RUBIDOUX to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to RUBIDOUX, shall be promptly removed from the Project by the CONSULTANT and shall not be re-employed to perform any of the Services or to work on the Project.

4.09 **Period of Performance and Damages.** CONSULTANT shall perform and complete all Services under this Agreement within the term set forth in Section 3.02 above ("**Term**"). CONSULTANT shall also perform the Services in strict accordance with any completion schedule or Project Milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by RUBIDOUX and CONSULTANT. CONSULTANT agrees that if the Services are not completed within the aforementioned Term and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement due to CONSULTANT'S willful behavior or negligence, it is understood, acknowledged and agreed that RUBIDOUX will suffer damage.

4.10 **Laws and Regulations; Employee/Labor Certifications.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If the CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RUBIDOUX, CONSULTANT shall be solely responsible for all costs arising therefrom. CONSULTANT shall defend, indemnify and hold RUBIDOUX, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.10.1 **Employment Eligibility; Consultant.** By executing this Agreement, CONSULTANT verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the CONSULTANT. CONSULTANT also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term

of the Agreement. CONSULTANT shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. CONSULTANT shall maintain records of each such verification, and shall make them available to RUBIDOUX or its representatives for inspection and copy at any time during normal business hours. RUBIDOUX shall not be responsible for any costs or expenses related to CONSULTANT'S compliance with the requirements provided for in Section 4.10 or any of its sub-sections.

4.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. CONSULTANT has represented that it will not utilize subconsultants in the provision of the Services. If RUBIDOUX subsequently authorizes CONSULTANT to utilize subconsultants, then to the same extent and under the same conditions as CONSULTANT, CONSULTANT shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 4.10.1.

4.10.3 Employment Eligibility; Failure to Comply. The persons executing this Agreement on behalf of CONSULTANT verify that they are duly authorized officers of CONSULTANT, and understand that any of the following shall be grounds for RUBIDOUX to terminate the Agreement for cause: (1) failure of CONSULTANT or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 4.10.1 or 4.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the CONSULTANT under Section 4.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

4.10.4 Labor Certification. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

4.10.5 Equal Opportunity Employment. CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such

non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. CONSULTANT shall also comply with all relevant provisions of RUBIDOUX'S Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

4.11 **Accounting Records.** CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT shall allow a representative of RUBIDOUX during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. CONSULTANT shall 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.

4.12 **Insurance.**

4.12.1 **Time for Compliance.** CONSULTANT shall not commence Work under this Agreement until it has provided evidence satisfactory to RUBIDOUX that it has secured all insurance required under this section. In addition, CONSULTANT shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to RUBIDOUX that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for RUBIDOUX to terminate this Agreement for cause.

4.12.2 **Minimum Requirements.** CONSULTANT shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONSULTANT, its agents, representatives, employees or subconsultants. CONSULTANT shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

4.12.2.1 **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4.12.2.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

4.12.3 Professional Liability. Errors and omissions coverage with limits of liability no less than \$1 million per occurrence.

4.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONSULTANT shall provide endorsements on forms supplied or approved by RUBIDOUX to add the following provisions to the insurance policies:

4.12.4.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONSULTANT'S scheduled underlying coverage. Any insurance or self-insurance maintained by RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CONSULTANT'S insurance and shall not be called upon to contribute with it in any way.

4.12.4.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONSULTANT or for which the CONSULTANT is responsible; and (2) the insurance coverage shall be primary insurance as respects RUBIDOUX, its

directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONSULTANT’S scheduled underlying coverage. Any insurance or self-insurance maintained by RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers shall be excess of the CONSULTANT’S insurance and shall not be called upon to contribute with it in any way.

4.12.4.3 Workers’ Compensation and Employer’s Liability Coverage. The insurer shall agree to waive all rights of subrogation against RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the CONSULTANT.

4.12.4.4 All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by mail has been given to RUBIDOUX; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers.

4.12.5 Separation of Insured; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers.

4.12.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by RUBIDOUX. CONSULTANT shall guarantee that, at the option of RUBIDOUX, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RUBIDOUX, its directors, officials, officers, employees, agents, and volunteers; or (2) the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

4.12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VIII, licensed to do business in California, and satisfactory to RUBIDOUX.

4.12.8 Verification of Coverage. CONSULTANT shall furnish RUBIDOUX with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to RUBIDOUX. The certificates and endorsements for each insurance policy shall be

signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by RUBIDOUX if requested. All certificates and endorsements must be received and approved by RUBIDOUX before work commences. RUBIDOUX reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.12.9 Reporting of Claims. CONSULTANT shall report to RUBIDOUX, in addition to CONSULTANT'S insurer, any and all insurance claims submitted by CONSULTANT in connection with the Services under this Agreement.

4.13 Safety. CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

FEES AND PAYMENTS

5.01 Compensation. CONSULTANT shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$XX,XXX.XX** annually, without written approval of RUBIDOUX. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

5.02 Payment of Compensation. CONSULTANT shall submit to RUBIDOUX a monthly itemized statement which indicates work completed and hours of Services rendered by CONSULTANT. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. RUBIDOUX shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

5.03 **Reimbursement for Expenses.** CONSULTANT shall not be reimbursed for any expenses unless authorized in writing by RUBIDOUX.

5.04 **Extra Work.** At any time during the term of this Agreement, RUBIDOUX may request that CONSULTANT perform Extra Work. As used herein, “Extra Work” means any work which is determined by RUBIDOUX to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONSULTANT shall not perform, nor be compensated for, Extra Work without written authorization from RUBIDOUX’S Representative.

5.05 **Prevailing Wages.** CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws, including the requirement to be registered with the Department of Industrial Relations and to file certified payroll records electronically with the Department. RUBIDOUX shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the CONSULTANT’S principal place of business and at the project site. CONSULTANT shall defend, indemnify, and hold RUBIDOUX, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

TERMINATION OF AGREEMENT

6.01 **Grounds for Termination.** RUBIDOUX may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, CONSULTANT shall be compensated only for those services which have been adequately rendered to RUBIDOUX, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for cause.

6.02 **Effect of Termination.** If this Agreement is terminated as provided herein, RUBIDOUX may require CONSULTANT to provide all finished or unfinished Documents and Data and other information of any kind prepared by CONSULTANT in connection with the performance of Services under this Agreement. CONSULTANT shall be required to provide such document and other information within fifteen (15) days of the request.

6.03 **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, RUBIDOUX may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

7.01 **Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for RUBIDOUX to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONSULTANT under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of RUBIDOUX and shall not be used in whole or in substantial part by CONSULTANT on other projects without RUBIDOUX'S express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, CONSULTANT shall provide to RUBIDOUX reproducible copies of all Documents & Data, in a form and amount required by RUBIDOUX. RUBIDOUX reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by RUBIDOUX at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the CONSULTANT is entitled under the termination provisions of this Agreement, CONSULTANT shall provide all Documents & Data to RUBIDOUX upon payment of the undisputed amount. CONSULTANT shall have no right to retain or fail to provide to RUBIDOUX any such documents pending resolution of the dispute. In addition, CONSULTANT shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to RUBIDOUX upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, CONSULTANT shall make a reasonable effort to notify RUBIDOUX and provide RUBIDOUX with the opportunity to obtain the documents.

7.02 **Subconsultants**. CONSULTANT shall require all subconsultants to agree in writing that RUBIDOUX is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. CONSULTANT represents and warrants that CONSULTANT has the legal right to license any and all Documents & Data. CONSULTANT makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONSULTANT or its subconsultants, or those provided to CONSULTANT by RUBIDOUX.

7.03 **Right to Use**. RUBIDOUX shall not be limited in any way in its use or reuse of the Documents & Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of CONSULTANT shall be at RUBIDOUX'S sole risk. If RUBIDOUX uses or reuses the Documents & Data on any project other than this Project, it shall remove the CONSULTANT'S seal from the Documents & Data and indemnify and hold harmless CONSULTANT and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. CONSULTANT shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to RUBIDOUX upon completion, suspension, abandonment or termination. CONSULTANT shall not be responsible or liable for any revisions to the Documents & Data made by any party other than CONSULTANT, a party for whom the CONSULTANT is legally responsible or liable, or anyone approved by the CONSULTANT.

7.04 **Indemnification**. CONSULTANT shall defend, indemnify and hold RUBIDOUX, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by RUBIDOUX of the Documents & Data, including any method, process, product, or concept specified or depicted.

7.05 **Confidentiality**. All Documents & Data, either created by or provided to CONSULTANT in connection with the performance of this Agreement, shall be held confidential by CONSULTANT. All Documents & Data shall not, without the prior written consent of RUBIDOUX, be used or reproduced by CONSULTANT for any purposes other than the performance of the Services. CONSULTANT shall not disclose, cause, or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONSULTANT that is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use RUBIDOUX'S name or insignia, photographs of the

Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RUBIDOUX.

GENERAL PROVISIONS

8.01 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Name
Address
City, State Zip
Attn:

RUBIDOUX:

Rubidoux Community Services District
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509
Attn: Brian Laddusaw

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.02 **Indemnification.**

8.02.1 **Scope of Indemnity.** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold RUBIDOUX, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by any willful or negligent acts, errors or omissions of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'S Services, the Project or this Agreement, including without limitation the payment

of expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONSULTANT'S Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

8.02.2 Indemnity Obligations. CONSULTANT shall defend, with Counsel of RUBIDOUX'S choosing and at CONSULTANT'S own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 8.02.1 that may be brought or instituted against RUBIDOUX or its directors, officials, officers, employees, volunteers and agents to the extent such allegations are caused by CONSULTANT'S willful or negligent acts, errors or omissions. CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against RUBIDOUX or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. CONSULTANT shall also reimburse RUBIDOUX for the cost of any settlement paid by RUBIDOUX or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. In the event the subject action alleges willful behavior or negligence on the part of CONSULTANT and/or RUBIDOUX, or any third parties not under contract with CONSULTANT, CONSULTANT'S obligations regarding RUBIDOUX'S defense under this paragraph include only the reimbursement of RUBIDOUX'S defense costs incurred to the extent of CONSULTANT'S negligence. Such reimbursement shall include payment for attorney's fees and costs, including expert witness fees. CONSULTANT shall reimburse RUBIDOUX and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT'S obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by RUBIDOUX, its directors, officials officers, employees, agents, or volunteers.

8.03 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONSULTANT must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against RUBIDOUX. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONSULTANT. If no such Government Code claim is

submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONSULTANT shall be barred from bringing and maintaining a valid lawsuit against RUBIDOUX.

8.04 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

8.05 **RUBIDOUX'S Right to Employ Other Consultants.** RUBIDOUX reserves right to employ other consultants in connection with this Project.

8.06 **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

8.07 **Assignment or Transfer.** CONSULTANT shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of RUBIDOUX. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

8.08 **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to CONSULTANT include all personnel, employees, agents, and subconsultants of CONSULTANT, except as otherwise specified in this Agreement. All references to RUBIDOUX include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

8.09 **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8.10 **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

8.11 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

8.12 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8.13 **Prohibited Interests.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. CONSULTANT further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with RUBIDOUX'S Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, RUBIDOUX shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of RUBIDOUX, during the term of his or her service with RUBIDOUX, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

8.14 **Cooperation; Further Acts.** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

8.15 **Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

8.16 **Authority to Enter Agreement.** CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

8.17 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

8.18 **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**RUBIDOUX COMMUNITY
SERVICES DISTRICT**

CONSULTANT

BY: _____

Jeffrey Sims, P. E.
General Manger

BY: _____

XXXX
Title

DATE: _____

DATE: _____

REVIEWED:

BY: _____

Brian Laddusaw, C.P.A.
Director of Finance & Administration

DATE: _____