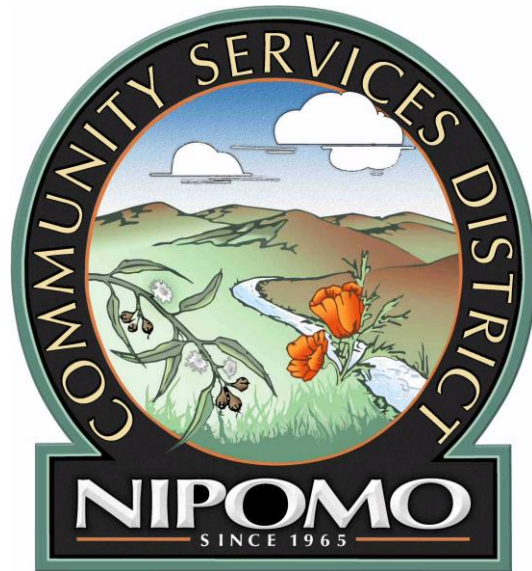


NIPOMO COMMUNITY SERVICES DISTRICT



REQUEST FOR PROPOSALS

BLACKLAKE SEWER RATE STUDY

148 SOUTH WILSON STREET

PROPOSALS DUE BY 3:00 PM, JUNE 8, 2018

NIPOMO COMMUNITY

BOARD MEMBERS

ED EBY, **PRESIDENT**
DAN ALLEN GADDIS, **VICE PRESIDENT**
BOB BLAIR, **DIRECTOR**
CRAIG ARMSTRONG, **DIRECTOR**
DAN WOODSON, **DIRECTOR**



SERVICES DISTRICT

STAFF

MARIO IGLESIAS, **GENERAL MANAGER**
LISA BOGNUA, **FINANCE DIRECTOR**
PETER SEVCIK, P.E., **DIRECTOR OF ENG. & OPS.**
WHITNEY MCDONALD, **GENERAL COUNSEL**

Serving the Community since 1965

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: ncsd.ca.gov

April 27, 2018

Rate Consultant

SUBJECT: REQUEST FOR PROPOSAL FOR SEWER RATE STUDY

GENERAL INFORMATION

Nipomo Community Services District ("District") was formed in 1965 and provides water and sewer utility service to an estimated population of 13,500 customers via approximately 4,300 water and 3,100 sewer service connections. The District is primarily a residential semi-rural community comprised of single-family and multi-family residences with a small commercial corridor. The District operates under a governing body of five elected members on a Board of Directors. The District employs administrative and operations staff of eighteen employees, including the General Manager.

The District is responsible for two distinctly separate sewer systems, the Town sewer and Blacklake sewer systems. Each of these two systems is operated as separate utility enterprises. Each has its own sewer treatment plant and collection system and operates independently of one another. This request for proposals is specific to the Blacklake sewer system which provides sewer services to 486 single family residences, 69 multi-family residential units and 4 commercial customers.

PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified rate practitioner to complete a Sewer Rate Study for the Blacklake Sewer System.

SCOPE OF SERVICES

The anticipated basic Scope of Services will include, but are not limited to the following:

A. Basic Study Objectives

1. Develop a fair and equitable sewer rate structure that will allow the District to meet its financial, contractual, and legal obligations, while ensuring long-term financial stability of the Blacklake Sewer Fund ("Sewer Fund").
2. Study must support a rate structure that will meet the requirements of Proposition 218 rate setting.
3. Assess the equity of recommended sewer rates for all types of property ownership to include residential, multi-family, and commercial users.

4. Establish cost of service allocations following appropriate standards, regulations and guidelines that are defensible and reflect best industry practice

B. Study Requirements

1. The recommended rate structure shall be based on cost of service and shall be sufficient to meet the short and long-term revenue requirements of the Sewer Fund.
2. The rate study shall recommend rates that consider and make provision for the following factors:
 - a) Current and future cost of providing sewer services in accordance with established and anticipated standards and regulations
 - b) Age and condition of sewer system and the need to fund long-term capital improvement/replacements of infrastructure
 - c) Rate stability
3. The recommended rate structures shall provide direct identification of revenues appropriated for major funded activities and infrastructure such as:
 - a) Operation & Maintenance (O & M) expenses
 - b) Capital and Replacement expenses
4. Analyze and develop a recommendation regarding what level of adequate reserves (including funded replacement and rate stabilization) would be necessary to meet the District's needs. Discuss and compare recommendation for revisions to the District's current reserve policy for the Blacklake Sewer Fund.
5. Assess existing customer service fee structure and identify other potential areas for service and system charges.
6. Recommend sewer charges that consider and make provisions for the following factors:
 - a) The District's current infrastructure
 - b) Proposed projects based on the most recent Blacklake Sewer Master Plan, projects included in the adopted budget, and input from Staff
7. Other impacts as identified.
8. Any recommended rate structure or rate model should take into consideration the ease of administration and understanding by the rate payers.
9. Any proposed sewer fees and charges schedule must consider the District's utility billing system capabilities.
10. The study methodology must be fully transparent and understandable by the general public.

C. Study Elements

In making its rate structure recommendations, the Final Report shall explicitly include the following elements:

1. **Current Rate Structure:** Assess the current rate structure's performance as a baseline for comparing recommend changes.

2. Equity: Assess the equity of recommended sewer rates for all types of property ownership within the Blacklake community.
3. Sensitivity Analysis: Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund sewer system costs and other costs under the impacts of future standards and regulations.
4. Comprehensive Summary of Recommended Rate Structure: Assess performance of each studied rate structure against current rate structure performance as baseline and provide recommendation on preferred five-year rate structure and a ten-year operating fund and reserve fund balancing plan.
5. Supporting Data: Provide data supporting conclusions and observations made for each of the areas above and cite within study.
6. Provide a comparison of current sewer system costs – operations and capital – against appropriate industry benchmarks.
7. Provide a calculation of the bi-monthly sewer bill for the District's average Blacklake customer.
8. Provide a comparison of applicable San Luis Obispo County and Santa Barbara County wastewater agencies (public and private) sewer rates. Include in the comparison a sampling of sewer rates of other California wastewater agencies that are similar in size to the District.
9. Provide an easy-to-use electronic rate model for the District's use.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Meet and confer with Staff to discuss the Scope of Work and background information, and gain a general familiarity with the District.
2. Conduct analyses as required to address the Scope of Work.
3. Work Product #1 (electronic format acceptable):
 - a. Sewer Rate Study -List plan assumptions and five year projections of revenue requirements to meet operations and maintenance, capital investment, funded replacement and reserve requirements
 - b. Participate in one public meeting prior to preparing Work Product #2
4. Work Product #2 (electronic format and 10 copies):
 - a. Administrative Draft Comprehensive Sewer Rate Study projecting new rates and charges
 - b. Participate in up to two public meetings to present and discuss Administrative Draft Study
5. Work Product #3 (electronic format and 10 copies):
 - a. Draft Final Report
 - b. Participate in Board Meetings to finalize report
6. Work Product #4 (electronic format and 10 copies):
 - a. Edit and review draft and publish approved Report

- b. Assist in drafting Proposition 218 Notice
- c. Participate in up to two meetings regarding Proposition 218 consideration

SERVICES TO BE PROVIDED BY THE DISTRICT

1. Furnish all reasonably available records and information, including financial reports, budgets in a timely manner.
2. Provide staff support and assistance as required to advance completion of Report.

PROPOSAL REQUIREMENTS

1. Proposal Due Date

Three Copies and one electronic format of the firm's proposal must be submitted no later than 3:00 p.m. on Friday June 8, 2018 at the District's Office located at 148 South Wilson, Nipomo, CA 93444 in a sealed envelope. Faxes, emails, proposals not enclosed in a sealed/labeled envelope and proposals received after 3:00 p.m. on Friday June 8, 2018, will not be considered.

2. Inquiries

Inquiries concerning the request for proposal should be made to:

Lisa Bognuda, Finance Director

Nipomo Community Services District

148 South Wilson Street

Nipomo, CA 93444

lbognuda@ncsd.ca.gov

805-929-1133

3. Proposal Submission and Content

The Proposal shall include, as a minimum, the following:

- a) Transmittal Letter, including a brief statement of understanding of the scope of services to be performed, a commitment to perform the services specified within this RFP and in accordance with the terms of the Professional Services Agreement included in the RFP, and the name of the persons authorized to represent the proposing firm.
- b) Profile of the Proposing Firm including background information such as firm size, client base and firms capability to perform analysis and services as outlined in Scope of Work as well as provide the names and telephone numbers of three (3) clients for whom your firm has performed similar services.
- c) Work Plan and Schedule – The work plan shall include time estimated for each phase of the work outlined above.
- d) Compensation. Estimate the total hours and estimated out-of-pocket costs anticipated to achieve the Scope of Work. Submit an all-inclusive maximum fee with

subtotal by Work Product. Include a schedule of professional fees and expenses by staff level that support the total all-inclusive fees.

EVALUATION AND SELECTION PROCESS

The District will screen the proposals on June 15, 2018. The Board is tentatively scheduled to select a firm at its June 27, 2018 regular Board Meeting. The District may conduct interviews during the screening process.

The proposals will be evaluated on the following:

1. Responsiveness to Request for Proposal, including willingness and ability to meet the terms of the Professional Services Agreement
2. Experience of the team
3. Qualifications of personnel
4. Cost including fees and reimbursables (Not-to-Exceed Expenditure Limits)

This is a time-sensitive project.

The District reserves the right to reject any and all submittals and/or solicit new proposals at its discretion. The District reserves the right to negotiate with a lesser ranked firm if the negotiation with the top ranked firm is unsuccessful. The submitter retains no interest in the proposal once received by the District. Proposers are responsible for all costs associated with the proposal.

Consultant will be required to enter into the District's standard Professional Services Agreement.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT

Lisa S. Bognuda
Finance Director

Enclosed: NCSD Professional Services Agreement
Current Blacklake Rate Schedule

NIPOMO COMMUNITY

BOARD MEMBERS
 ED EBY, PRESIDENT
 DAN ALLEN GADDIS, VICE PRESIDENT
 BOB BLAIR, DIRECTOR
 CRAIG ARMSTRONG, DIRECTOR
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SEWER RATE STUDY QUOTE SHEET

Date _____

Name of Firm _____

Work Product #1 cost \$ _____

Work Product #2 cost \$ _____

Work Product #3 cost \$ _____

Work Product #4 cost \$ _____

Contract Price, including reimbursables (Not-to-Exceed) \$ _____

(Note: The cost breakdown by Work Product is meant to provide insight to proposal reviewers on the time allotted for each Work Product. The total contract price is the only set 'Not-to-exceed' value.)

 Signature of Principal Authorized to sign for Firm

 Date

This quote shall be valid for 90 days from the date of Signature

**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

PROFESSIONAL SERVICES AGREEMENT

(Blacklake Sewer Rate Study)

This Professional Services Agreement (“Agreement”), is made and effective as of **[Insert date]**, between the Nipomo Community Services District (“District”), a California special district, and **[Insert consultant]**, a **[sole proprietorship, partnership, limited liability partnership, corporation]** (“Consultant”). Individually and collectively, District and Consultant are referenced herein as “Party” or “Parties,” respectively. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. TERM

This Agreement shall commence on **[Insert date]** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **[Insert date]**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Work”). Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and the schedule of performance, and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically stated herein.

3. PERFORMANCE

Consultant represents that it has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Consultant shall perform all such services in the manner and according to the standards observed by professionals experienced in providing the services identified in Exhibit A. All documents and services of whatsoever nature that Consultant delivers to District pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing services identified in Exhibit A. Consultant shall promptly correct or revise any errors or omissions in its performance of the services identified in Exhibit A at District’s request without

additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

4. DISTRICT MANAGEMENT

District's General Manager ("General Manager") shall represent District in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant but not including the authority to enlarge the Scope of Work or to change the compensation due to Consultant except as provided in Section 5 hereof.

5. PAYMENT

- A. The District agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the Scope of Work. This amount shall not exceed ***[Insert amount]*** dollars (**\$_____**) ("Not-To-Exceed Amount") for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. The General Manager may approve additional work not to exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the District Board of Directors. In order for District to increase the Not-To-Exceed Amount, Consultant must timely, and prior to sixty percent (60%) completion of the Scope of Work, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit B. The District, in its sole discretion, may deny in part or in whole a request to increase the Not to Exceed Amount, modify the Scope of Work, or modify the schedule for completion of the Scope of Work. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the General Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the District disputes

any of Consultant's fees it shall give written notice to Consultant within forty-five (45) days of receipt of the invoice that includes the disputed fees.

- D. Payment of an invoice by District shall not constitute acceptance of defective performance, and District's failure to discover or object to any unsatisfactory services, performance, or billing prior to payment will not constitute a waiver of District's right to require Consultant to correct such work or billings or to seek any other legal remedy.
- E. District may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect District from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or sub-consultants; or (5) Consultant's failure to adhere to the schedule of performance or to achieve sufficient progress with the Scope of Work such that Consultant is unlikely to achieve timely completion.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by providing written notice to Consultant at least ten (10) days prior to the effective date of the suspension or termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, the remainder of this Agreement shall remain in full force and effect.
- B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section 6, the Consultant will submit an invoice to the District pursuant to Section 5.

7. DEFAULT OF CONSULTANT

- A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In addition, if Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the schedule referenced in Exhibit A, or is adjudicated bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Scope of Work, or

otherwise fails to perform fully any and all of the Agreements or terms herein contained, Consultant shall be in default.

- B. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- C. If the General Manager or his/her designee determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time or, if appropriate as determined by District, fails to present the District with a written plan for the cure of the default, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

8. DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be

used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying, and/or printing computer files. Consultant hereby grants to District all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

9. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subconsultants in the performance of professional services under this Agreement.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and any and all of its employees, officials, and agents from and against any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense, or cost of any kind, whether actual, alleged, or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees, arising out of, a consequence of, or in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

C. Duty to defend

In the event the District, its officers, employees, agents, and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by District, Consultant shall have an immediate duty to defend the District at Consultant's cost or at District's option, to reimburse District for its costs of defense, including reasonable

attorney's fees and costs incurred in the defense of such matters. Payment by District is not a condition precedent to enforcement of this obligation. In the event of any dispute between Consultant and District as to whether liability arises from the sole negligence of the District or its officers, employees, or agents, Consultant will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating the District as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs, including but not limited to attorney's fees, expert fees, or costs of litigation.

D. Survival

The duty to defend and indemnify the District and each of the obligations contained in this Section 9 shall survive termination or expiration of this Agreement.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the District a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State, Federal, and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all State, Federal, and local laws, ordinances, and regulations now in force or which may hereafter be in force with regard to the services referenced in Exhibit A and with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether District be a party thereto or not, that Consultant has violated any such law shall be conclusive of that fact as between Consultant and District. Any corrections to Consultant's services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense. The District, and its officers and employees, shall not be liable at law or in equity by failure of the Consultant to comply with this Section.

NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Consultant, in the event of any default or breach by the NCSD or for any amount that may become due to Consultant.

13. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer or employee of District will be personally liable to Consultant in the event of any default or breach by District or for any amount that may become due to Consultant.

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of the District in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. NON-DISCRIMINATION

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

16. TAXES

Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

17. RELEASE OF INFORMATION

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the General Manager or unless requested by the District's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.
- B. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement or the work performed hereunder or with respect to any project or property located within the District, unless the District is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the District of such Discovery. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless District is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

18. CONFLICTS OF INTEREST

Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services

hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area prior to the completion of the work under this Agreement.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444
Attention: General Manager

To Consultant: _____

20. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the District. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide District with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include the same indemnity provision as the one provided herein identifying District as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from District for such insurance.

21. LICENSES AND PERMITS

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses and permits required of it by federal, state, or local laws or regulations for the performance of the services described in this Agreement.

22. GOVERNING LAW AND VENUE

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. The venue for any litigation concerning this Agreement shall be in San Luis Obispo County.

23. ATTORNEY'S FEES AND COSTS

The prevailing party in any action between the Parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other Party.

24. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. TIME OF THE ESSENCE

District and Consultant agree that time is of the essence in this Agreement and for each and every term herein.

26. WAIVER AND REMEDIES

Any deviation from, or waiver of, any provision of this Agreement, shall not be deemed a continuing deviation or waiver nor a waiver of any other provision of this Agreement. Any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on the District nor does it waive any rights hereunder. No remedy conferred by and specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be

cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

27. SUCCESSORS AND ASSIGNS

All representations, covenants, and warranties set forth in this Agreement by, on behalf of, or for the benefit of any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

28. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of District's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of District's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or District, unless expressly agreed to in writing.

29. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. SECTION HEADINGS

The headings of the several sections, and any table of contents or exhibits appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

31. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Parties warrants and represents that he/she has the authority to execute this Agreement on behalf of the respective Party and has the authority to bind the Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Consultant
[Insert Name]

By: _____
(Signature)

(Typed Name)

(Title)

NIPOMO COMMUNITY SERVICES DISTRICT
A California special District

Mario Iglesias, General Manager

APPROVED AS TO FORM:

Whitney McDonald, District Counsel

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B
PAYMENT SCHEDULE

SAMPLE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's defense and indemnification obligations to District, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement. Insurance certificates and endorsements must be approved by General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District

reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the General Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers. Consultant hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

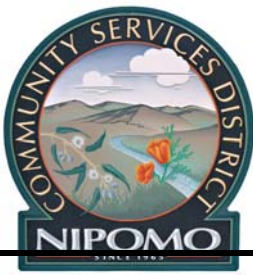
SAMPLE

EXHIBIT D
REQUEST FOR PROPOSALS

SAMPLE

EXHIBIT E
CONSULTANT'S PROPOSAL

SAMPLE



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET POST OFFICE BOX 326
NIPOMO, CA 93444 - 0326

(805) 929-1133 FAX (805) 929-1932
Website address NCSD.CA.GOV

BLACKLAKE DIVISION

SEWER RATES AND CHARGES

	April 2009	Jan. 2010	Jan. 2011	Jan. 2012	Jan. 2013
Bi-Monthly Residential Service Charges					
Single Family	\$ 107.12	\$ 118.90	\$ 131.98	\$ 138.58	\$ 145.51
Multi-Family	\$ 69.99	\$ 77.69	\$ 86.24	\$ 90.55	\$ 95.08
Bi-Monthly Non-Residential Service Charges					
SIZE OF METER					
Up to 1"	\$ 48.23	\$ 53.54	\$ 59.43	\$ 62.40	\$ 65.52
1 ½"	\$ 137.29	\$ 152.39	\$ 169.16	\$ 177.62	\$ 186.50
2"	\$ 217.45	\$ 241.36	\$ 267.91	\$ 281.31	\$ 295.38
3"	\$ 404.47	\$ 448.96	\$ 498.35	\$ 523.26	\$ 549.43
4"	\$ 671.65	\$ 745.53	\$ 827.54	\$ 868.91	\$ 912.36
6"	\$ 1,339.59	\$ 1,486.94	\$ 1,650.51	\$ 1,733.03	\$ 1,819.68
8"	\$ 2,141.12	\$ 2,376.64	\$ 2,638.07	\$ 2,769.98	\$ 2,908.48
Non-Residential Usage Rates (\$/HCF)					
Low Strength	\$ 2.62	\$ 2.91	\$ 3.23	\$ 3.39	\$ 3.56
Medium Strength	\$ 3.53	\$ 3.92	\$ 4.35	\$ 4.57	\$ 4.80
High Strength	\$ 5.59	\$ 6.20	\$ 6.89	\$ 7.23	\$ 7.59