



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

REQUEST FOR QUALIFICATIONS

Water Master Plan Update

Responders to this Request for Qualifications (RFQ) must deliver an electronic copy of the proposal; hardcopies are not required.

Submission Deadline: November 4, 2026
5:00 P.M.

Submit Proposal to: General Manager, Paul Kelley (pkelley@hvlcsd.org)
Project Manager, Hannah Davidson (hdavidson@hvlcsd.org)

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EXHIBITS

- A. Sample Professional Service Agreement

REQUEST FOR QUALIFICATIONS

Water Master Plan Update

1 INTRODUCTION

The Hidden Valley Lake Community Services District (District, HVLCS D) is seeking qualified, professional, and experienced firms (Proposer, Consultant) to update the District's Water Master Plan (WMP, Plan). This updated Plan will help the District better understand the status of its potable water treatment plant and distribution infrastructure and serve as a guide for the development of a Capital Improvement Plan/Program.

1.1 District Background

HVLCS D is a special district serving the Hidden Valley Lake community in southern Lake County, California. The District provides drinking water to more than 2,500 homes and a small share of businesses and provides wastewater services to 1,500 of those customers. The District's service area encompasses 1,882 acres and there is undeveloped land that may be developed in the future.

Water is sourced from 3 groundwater wells in the Coyote Valley Groundwater Basin that provide an average of 220 million gallons per year. Supplies are ample and are not typically impacted by drought and the basin is classified as *Very Low* priority under the Sustainable Groundwater Management Act.

Approximately 32 miles of distribution mainlines deliver potable water to the community and most of the original mainlines installed in the 1960s are still in use today. The rest of the distribution system is comprised of 8 unique pressure zones, 9 water tanks, 3 booster stations, pressure relief valves (PRV), gate/isolation valves, fire hydrants, and several other components. The District has recently installed additional isolation valves in vulnerable parts of the system and plans on installing more in the upcoming years.

1.2 General Description of RFQ

This RFQ describes the general Scope of Services, necessary RFQ components, consultant selection process, and required format of the RFQ, as well as a sample copy of HVLCS D's Professional Services Agreement.

1.3 RFQ Schedule

Advertisement of RFQ	October 1, 2026
Deadline for Questions	October 16, 2026
Response to Questions	October 23, 2026
Deadline for RFQ Submittal	November 4, 2026, at 5:00 P.M.
Final Consultant Selection	November 18, 2026

2 SCOPE OF SERVICES

The District has an existing WMP that requires updating to more accurately prioritize capital improvements, ensure compliance with regulatory requirements, and increase efficiencies in operations and maintenance. The Plan should help the District better understand the status of its water treatment and distribution infrastructure and serve as a guide for the development of a Capital Improvement Plan/Program. The Plan must recommend short-term and long-term capital improvement projects that will accommodate new anticipated growth consistent with nearby developments.

The Proposer will facilitate and complete the following activities:

1. **Kickoff Meeting and Background Document Review:**

- a. Conduct a kickoff meeting with District staff to confirm project goals, expectations, schedule, and communication protocols.
- b. Collect and review relevant background documents, such as SCADA data, past studies, maps, improvement/planning documents, water production data, water consumption/billing data, water pressure data, as-built drawings, etc.
- c. Analyze population projections, future growth/development plans, and regulatory requirements.
- d. Conduct regular progress meetings and prepare agendas and meeting minutes.

2. **Water Demand Analysis:**

- a. Review historical water production, consumption, and other pertinent water use records to develop updated water demands which include, but are not limited to: average day demand, maximum day demand, peak hour demand, seasonal demands, peaking factors, and per-capita water use.
- b. Calculate water use by customer class and pressure zone.
- c. Estimate current water loss.
- d. Incorporate population projections into future water demand estimations.

- e. Consider regulatory requirements (e.g., the California Code of Regulations for drinking water (Title 22)) when conducting the water demand analysis.
- f. Conduct a visual assessment and report of the key elements of the water distribution system.

3. Hydraulic Model Development:

- a. Model existing water system infrastructure using existing GIS and AutoCAD data. The model will include information such as pipe size, length, tank level setpoints, pump curves, PRV settings, etc.
- b. Conduct fire flow testing to ensure that the hydraulic model accurately represents flow rates and pressures in the water system. Alternatively, the Proposer may educate and designate District staff to conduct such testing.
- c. Run an existing conditions scenario to identify any current water system deficiencies, low pressure scenarios, or other areas of concern. This information will inform the Capital Improvement Plan.
- d. Develop at least 2 future scenarios that reflect a District-wide buildout and a Sphere-of-Influence-wide buildout. This information will inform the Capital Improvement Plan.
- e. Consider regulatory requirements (e.g., the California Code of Regulations for drinking water (Title 22)) when developing the hydraulic model.

4. Capital Improvement Planning:

- a. When considering improvement projects, consider findings from the water demand analysis and hydraulic model. The recommended projects should address any identified deficiencies.
- b. Conduct a capacity evaluation to determine whether additional infrastructure capacity (such as at tanks, pump stations, and pipelines) is needed to meet consumption and fire flow demands.
- c. Develop a prioritized list of capital projects that could be included in a 20 year District wide Capital Improvement Plan, taking into consideration both existing and future needs.
- d. Prepare planning-level cost estimates for the proposed capital improvements, including soft costs and escalation.
- e. Consider projected future growth/development in all capital improvement recommendations.

5. Master Plan Report:

- a. Compile and synthesize all technical evaluations, project recommendations, and capital improvement plans into a comprehensive Water Master Plan Update document.
- b. The WMP will include, but may not be limited to, the following:
 - i. An existing water system description identifying water source(s), existing infrastructure and operations, pressure zones, etc.
 - ii. A water demand analysis considering both current and projected future growth/development.
 - iii. A current water system evaluation incorporating observations, hydraulic modeling results, and a consideration of regulatory standards.
 - iv. A future water system evaluation incorporating projected future growth/development, supported by hydraulic modeling results and regulatory standards.
 - v. A capital improvement plan which will include, but is not limited to:
 - 1. A prioritized list of recommended projects listing the urgency and ideal completion timeframes (e.g., immediate 1-5 years, short-term 6-10 years, and long-term 11+ years).
 - 2. A prioritized list of projects needed to meet future growth/development.
 - 3. Planning-level cost estimates for the proposed projects, including soft costs and escalation.
- c. Submit a draft WMP for District review and incorporate one round of consolidated comments.
- d. Provide a final WMP in Microsoft Word and PDF formats.

6. Project Management, Meetings, and QA/QC:

- a. Provide project oversight including progress tracking, budget management, invoicing, and communication.
- b. Attend regular check-in meetings with District staff to report on progress and issues.
- c. Implement internal quality assurance/quality control procedures to ensure accuracy and consistency in deliverables.

7. Optional Services/As-Needed Support:

Include a budget allowance for as-needed support, such as additional site visits, extended modeling, stakeholder meetings, or supplemental analyses. Work under this task shall only proceed upon written authorization by the District.

3 RFQ SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist Proposers in the preparation of their proposal and to simplify the review process for HVLCSO. Proposals must be emailed to District staff no later than **November 4, 2026, at 5:00 P.M.** Subject lines should read: "Water Master Plan Update RFQ Proposal."

Note: Late submittals or submittals delivered to the wrong email addresses will be rejected.

HVLCSO requires the Proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFQ. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. Cover Letter

- List the name, address, and telephone number of the firm.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to HVLCSO.
- Signed by an authorized representative of the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 120-day period from the proposal submission deadline.
- Pledge to have the ability to perform successfully under the terms of the Professional Services Agreement, considering such matters as integrity, public policy compliance, record of past performance, and financial and technical resources (2 CFR 200.318(h)).
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional Service Agreement.

B. Project Team Information

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants, taking into consideration the affirmative steps listed in 2 CFR 200.321. The proposal should also designate who will be the project manager in charge of the project and who will be HVLCSO's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

Identify all sub-consultants proposed to serve on the project, with background information for each and experience of key personnel, including project descriptions and resums.

C. Project Understanding and Approach to Work

Include the amount of effort (in hours) anticipated for each task.

D. Work Plan/Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the tasks listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

E. Project Schedule

This section shall include a matrix showing the estimate of time (in hours) to perform the work, detailed by the tasks, listed in the Scope of Work.

Please include a list of tasks which the Consultant expects HVLCSO staff to perform, information the Consultant expects HVLCSO to provide, and an estimated amount of HVLCSO staff time required for each task of the Scope of Work.

F. Relevant Experience and References

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by HVLCSO. Except under circumstances beyond the Consultant's control, HVLCSO will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role including their title and the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar entities for which the Consultant has provided water master plan services for during the past five years.

For all referenced projects list the:

- Client (contact person, email address and phone number)
- Project description and timeline (expected and actual timeline)
- Project cost estimate and actual cost
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

G. Fee Proposal

Include a fee proposal listing the total cost and the cost associated with each task. The fee proposal must include an hourly rates schedule and should be on a time and materials, not to exceed basis. The rates quoted will remain in effect for the duration of the Agreement, unless approved by HVLCSO. Rates shall be included for all employment categories necessary to perform the work outlined in this RFQ.

4 SELECTION PROCESS AND EVALUATION CATEGORIES

Proposals submitted will be evaluated by individuals from HVLCSO and/or outside entities. During the evaluation process, HVLCSO reserves the right, where it may serve HVLCSO's best interest, to request additional information from Proposers, or to allow corrections of errors or omissions.

4.1 Selection Criteria

HVLCSO intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. HVLCSO will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project understanding and approach to work

- Similar experience/references
- Work plan/scope of work
- Project schedule
- Overall budget

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

5 GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFQ does not commit HVLCSD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFQ response, or to procure or contract for services or supplies. HVLCSD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an email address other than that given above. HVLCSD reserves the right to accept or reject any or all RFQ responses received because of this request or to cancel all or part of this RFQ.

5.2 Public Records

All proposals shall become the property of HVLCSD and will become public records and, as such, may be subject to public review.

5.3 Contract Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Professional Services Agreement and submit all other required certifications and documentation within ten calendar days of the notice of selection from HVLCSD. The Consultant may elect to use their own Professional Services Agreement upon District approval.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. In the event of any conflict between a provision of this RFQ and the provisions of the agreement, the terms of the agreement shall govern. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. HVLCSD reserves the right to reject those parts that do not meet with the approval of HVLCSD, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Exhibit A. HVLCSO will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement.

6 QUESTIONS

If you have any questions regarding this RFQ, prior to the October 16, 2026, Deadline for Questions, please email:

Hannah Davidson, Project Manager (hdauidson@hvlcsd.org)

7 EXHIBITS

A. Sample Professional Services Agreement

EXHIBIT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated _____, 2026, (“Effective Date”) and is between the Hidden Valley Lake Community Services District (“District”) and _____, a California corporation (“Consultant”).

RECITALS

A. District desires to utilize the services of Consultant as an independent contractor to provide professional_____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. District desires to retain Consultant and Consultant desires to serve District to perform these services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree as Follows:

1. Consultant’s Services.

1.1 Scope of Services. Consultant shall provide the professional services, as more particularly described in Exhibit A (“Services”).

1.2 Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

1.3 Party Representatives. For the purposes of this Agreement, the District Representative shall be the General Manager, or such other person designated in writing by the General Manager (the “District Representative”). For the purposes of this Agreement, the Consultant Representative shall be _____ (the “Consultant Representative”).

1.4 Time of Performance. Consultant shall commence the Services immediately upon receipt of a notice to proceed from the District Representative. Consultant shall perform all services by the deadline established by the District Representative, or if no deadline is established, with reasonable diligence.

1.5 Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date until the services are completed, unless sooner terminated as provided in Section 13 herein.

3. Compensation.

3.1 Compensation. As full compensation for Consultant's Services provided under this Agreement, District shall pay Consultant a sum not-to-exceed (the "maximum compensation"), based on the rates set forth in the fee schedule, attached hereto as Exhibit B ("Fee Schedule"). In no event shall the Consultant be paid more than the maximum compensation (which includes expenses and additional services, if any) during the term of this Agreement.

3.2 Expenses. District shall only reimburse Consultant for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by the District.

3.3 Additional Services. District may request additional services under this Agreement. All such work, however, must be authorized in writing by the District Representative, as applicable, prior to commencement. Consultant shall perform such services, and District shall pay for such additional services in accordance with fee schedule set forth in Exhibit B, or as otherwise agreed upon by the parties in writing. Any work incurred by Consultant which is not expressly authorized by this Agreement will not be reimbursed by District.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, Consultant shall submit to District detailed invoices for all services performed and expenses incurred, if any, pursuant to this Agreement during the prior month. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. District shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed amounts.

4.2 Payment. District shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt of the invoice up to the maximum compensation specified in Section 3.1 of this Agreement. District shall not withhold federal payroll or state payroll and other taxes, or other similar deductions from each payment made to Consultant.

4.3 Audit of Records. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years, unless otherwise provided for in Exhibit A. Upon District providing twenty-four (24) hours advanced prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to District for review and audit by District.

5. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to District.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property

of District without restriction or limitation upon its use or dissemination by District. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by District of any such materials on any project other than the Project shall be at District's sole risk, unless District compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, 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, agents or employees are in any manner employees of District. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold District harmless from any failure of Consultant to comply with applicable workers' compensation laws. District may offset against the amount of any fees due to Consultant under this Agreement any amount due to District from Consultant as a result of Consultant's failure to promptly pay to District any reimbursement or indemnification arising under this Section 7. The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Services directly to District; (ii) Consultant maintains a business location at the address listed under Section 14 that is separate and distinct from the District; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the District; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the Services and the District's business hours and District staff availability, Consultant may set its own hours and location of work without restriction from the District.

8. Confidentiality. Consultant shall keep all data, documents, discussion, or other information developed or received by Consultant confidential and shall not disclose them to any person or entity without District's prior written authorization. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the expiration or termination of this Agreement. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all California conflict of interest statutes applicable to Consultant's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the District Representative's prior written approval, perform work for another person or entity for whom Consultant is not

currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. Indemnification. Consultant shall indemnify, defend and hold harmless District, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit C. Consultant's covenant under this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

11.1 Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A:VIII" or better in the most recent A.M. Best Insurance Rating Guide, and approved by District, a policy or policies of: (1) broad-form commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of Services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage covering any vehicle; (3) professional liability/errors and omissions insurance (as applicable), with minimum combined single limits coverage of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, on a form approved by the District Attorney; and (4) workers' compensation insurance and employer's liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident or the amount required by law, whichever is greater. District, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automobile liability with respect to liabilities arising out of Consultant's performance of Services under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against District and its officials, officers, employees, agents and representatives; (2) except for professional liability and workers' compensation policies, the policies are primary and non-contributing with any insurance that may be carried by District; and (3) the policies may not be canceled or materially changed except after thirty (30) calendar days' prior written notice by insurer to District, unless canceled for non-payment, in which case the insurer shall give ten (10) calendar days' written notice to District.

11.3 All insurance coverages shall be confirmed by execution of endorsements required under Section 11.2. Consultant shall file the endorsements with District on or before the date of commencement of services pursuant to this Agreement, and thereafter maintain current endorsements on file with District. The endorsements are subject to District's approval.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 11.

12. Cooperation. In the event any claim or action is brought against District relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that District requires.

13. Termination. District may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. If District defaults under this Agreement, and if District has not cured the default within thirty (30) calendar days after Consultant has given District notice of the event of default, Consultant may terminate this Agreement for cause after giving written notice to District at least thirty (30) calendar days before the termination is to be effective. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes or other written materials compiled through the last working day this Agreement is in effect. In no event shall Consultant be entitled to receive more than the maximum compensation set forth in Section 3 of this Agreement that would be paid to Consultant for the full performance of the services required by this Agreement. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail, by personal service, or by email to the designated party. Notices shall be deemed received on (a) the day of delivery if delivered by hand, overnight courier service during Consultant's and District's regular business hours, by facsimile before or during Consultant's regular business hours, or by email; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 14. All notices shall be delivered to the parties at the following addresses:

If to District: General Manager
 Hidden Valley Lake Community Services District
 19400 Hartmann Rd
 Hidden Valley Lake, CA 95467

Fax: (707) 987-3237

If to Consultant: _____

Fax: _____

15. Non Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental handicap, medical condition, genetic information or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not subcontract or assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without District's prior written consent. Such consent may be given by the General Manager in his/her discretion. Any attempt by consultant to so subcontract, assign or delegate this Agreement or any rights, duties or obligations arising hereunder in violation of this Section 16 shall be void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement. This Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit D.

18. No Third Party Beneficiaries Intended. Unless otherwise expressly provided for in Exhibit A, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Non-Waiver of Terms, Rights and Remedies. No waiver by any party of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states. No delay or omission to exercise any right, power or remedy accruing to District under this Agreement shall impair any right, power or remedy of District, nor shall it be construed as a waiver of, or consent to, any breach or default by Consultant. Further, no payment made by District to Consultant shall constitute or be construed as a waiver by District of any breach or default by Consultant, and the making of any such payment by District shall in no way impair or prejudice any right or remedy available to District with regard to such breach or default.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any exhibit, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

22. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the County of Lake.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

24. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

HIDDEN VALLEY LAKE COMMUNITY
SERVICES DISTRICT
a California special district

a California corporation

By: _____
Paul Kelley
General Manager

Date: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Place corporate seal here

EXHIBIT A

SCOPE OF SERVICES

[INSERT SCOPE OF WORK HERE]

EXHIBIT B

FEE SCHEDULE

Consultant shall provide the services described in Exhibit A, Scope of Services in an amount not to exceed \$ _____ as follows:

EXHIBIT C

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description:

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the Hidden Valley Lake Community Services District and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

District agrees to promptly inform Indemnitor in writing of any claim that District believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor(s), on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees. Such claims, losses and liabilities include, but are not limited to, contraction of the COVID-19 virus and physical and/or emotional injuries and/or death caused by contraction of the COVID-19 virus. To the fullest extent permitted by law, this waiver is intended to be a complete release of Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Print Name: _____ Print Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT D

CALIFORNIA LABOR CODE COMPLIANCE (Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“District”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to District prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with District, and are available to any interested party upon request. Consultant shall, as a penalty to District, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform District of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date _____ Signature _____