



Request for Qualifications
for
2020 Urban Water Management Plan (UWMP)
August 5, 2020

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1 Statement of Work

1.1 Purpose

The purpose of this Request for Qualifications (RFQ) is to invite qualified independent Consultants (“Consultant”) to develop a 2020 Urban Water Management Plan (UWMP) Proposal (Proposal) for Stockton East Water District (District) in accordance with California Water Code Sections 10608 – 10656. Services for the 2020 UWMP would generally include data review and analysis, development of demand projections, analysis of demand management measures, population and demographic analysis, system supplies, water supply reliability, water shortage contingency planning, climate change, and other factors as identified by the Urban Water Management Planning Act, and prepare draft and final reports. The UWMP will follow the requirements published in the 2020 Urban Water Management Plan Guidebook for Water Suppliers (“DWR Guidebook”) and the proposal will account for the 2020 DWR Guidebook updates. The UWMP will contain Department of Water Resources (DWR) changes since 2015, including a Water System Seismic Risk Assessment and Mitigation Plan, Water Shortage Contingency Plan and Groundwater Sustainability Plan consistency.

1.2 Coverage & Participation

The District reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount. In any event, the District shall not be liable for any pre-contractual expenses incurred by any proposer or selected Consultant. Consultants shall not include any such expenses as part of the price proposed in response to this RFQ. The District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ. The District expressly reserves the right to reject any and all RFQs or to waive any irregularity or information in any RFQ or in the RFQ procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

The District may ask RFQ finalists to present oral briefings of their RFQs. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their RFQs as may result from negotiations. The District also reserves the right to award the contract without discussion, based upon the initial RFQ.

2 General Information

2.1 Original RFQ Document

The District will retain the RFQ, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Consultant’s submission, is grounds for immediate disqualification.

Said Proposals will be evaluated and results will be made public after completion of the negotiation process with the selected Consultant. The District reserves the right to reject any or all Proposals and to waive any informalities or irregularities in any Proposal or in the Proposal process.

2.2 The Organization

The District is an agricultural and urban wholesale water supplier in the eastern portion of San Joaquin County. The District covers a total of 143,000 acres; (103,000 acres agricultural and 40,000 acres urban), serving a population of 300,000. The District provides potable water to the Stockton urban area via three water agencies (hereinafter Urban Contractors) and raw water to

agricultural lands east of Stockton. Total water demand in the District is approximately 225,000 AF/yr, with about 68% of the water used for agriculture, and about 32% for urban use.

The District operates and maintains approximately 125 miles of water conveyance facilities, including a tunnel, canals, stream channels, and buried pipelines, and a water treatment plant (WTP) with a treated water capacity of 65 MGD. The WTP utilizes conventional treatment processes including two pump stations, flocculation, sedimentation, filtration, and disinfection.

2.3 Regulatory Environment

The District wholesales water to Urban Contractors who serve a population of approximately 300,000 people. The District is a public water system and an urban water supplier.

2.4 Schedule of Events

The following is a tentative schedule that applies to this RFQ, but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited Consultants.

| | |
|-----------------------------------|---|
| Issuance of RFQ | August 5, 2020 |
| Technical Questions/Inquiries Due | August 19, 2020, 2:00 p.m., local time |
| Proposals Due | September 16, 2020, 2:00 p.m., local time |
| Complete Initial Evaluation | September 30, 2020 |
| Proposed Final Award Notification | October 14, 2020 |

3 Proposal Preparation Instructions

3.1 Consultant's Understanding of the RFQ

In responding to this RFQ, the Consultant accepts full responsibility to understand the RFQ in its entirety, and in detail, including making any inquiries to the District as necessary to gain such understanding. The District reserves the right to disqualify any Consultant who demonstrates less than such understanding. Further, the District reserves the right to determine, at its sole discretion, whether the Consultant has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the District.

3.2 Good Faith Statement

All information provided by the District in this RFQ is offered in good faith. Individual items are subject to change at any time. The District makes no certification that any item is without error. The District is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication will not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFQ process. In no case will verbal communication govern over written communication.

3.3.1 **Consultants' Inquiries.** Applicable terms and conditions herein will govern communications and inquiries between the District and Consultants as they relate to this RFQ.

Inquiries, questions, and requests for clarification related to this RFQ are to be directed in writing to:

Mr. Manuel Verduzco, P.E.
Stockton East Water District
PO Box 5157
Stockton, CA 95205
6767 East Main Street
Stockton, CA 95215

Phone: (209) 948-0333
Fax: (209) 948-0423
E-mail: mverduzco@sewd.net

3.3.2 **Formal Communications.** Will include, but are not limited to:

- Questions concerning this RFQ must be submitted in writing and be received prior to August 19, 2020, 2:00 p.m., local time. Inquiries for clarifications that will not require addenda may be submitted verbally at any time during this process.
- Errors and omissions in this RFQ and enhancements. Consultants will recommend to the District any discrepancies, errors, or omissions that may exist within this RFQ. With respect to this RFQ, Consultants will recommend to the District any enhancements, which might be in the District's best interests. These must be submitted in writing and be received prior to August 19, 2020, 2:00 p.m., local time.
- Verbal and/or written presentations and pre-award negotiations under this RFQ.
- Addenda to this RFQ.

3.3.3 **Addenda.** The District will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda by September 2, 2020. All questions, answers, and addenda will be shared with all recipients via the District website. All addenda will be posted to the District SharePoint site at:

www.sewd.net
Bids/Proposals Tab
Request for Qualifications (RFQ)

The District will not respond to any questions or requests for clarification that require addenda, if received after August 19, 2020, 2:00 p.m., local time.

3.4 Proposal Submission

Proposals must be sealed and delivered to:

Mr. Manuel Verduzco, P.E.
Associate Engineer
Stockton East Water District

Deliver to: 6767 East Main Street
Stockton, CA 95215

Mail to: PO Box 5157
Stockton, CA 95205

on or prior to September 16, 2020, 2:00 p.m., local time. The District will not accept Proposals received by fax or electronic mail.

NOTE: Please mark the outside of the envelopes with the following:

2020 URBAN WATER MANAGEMENT PLAN PROPOSAL

Consultants are to submit 4 proposals. Please provide one electronic copy on a CD/flash drive.

3.5 Proposal Requirements

To maintain uniformity in the evaluation process, Proposals will be limited to a maximum of twenty-five (25) pages. Paper size will be limited to "8 ½ x 11" in the Proposals except for tables for which 11" x 17" foldouts may be used. The text font will not be smaller than size 11 except for within tables. The transmittal letter, table of contents, front and back covers, section dividers, and resumes are excluded from the page count.

The Proposal must include the following sections in the order below:

1. Transmittal Letter

Include the primary Consultant's name and business address, as well as the Project Manager's name, telephone number, and email address. Summarize your understanding of the project and briefly introduce your team. State the firm's acceptance of the provisions in the District's Standard Professional Agreement including insurance requirements, or any exceptions thereof. Identify the individual authorized to negotiate the contract on behalf of the consulting firm.

2. Consultant Team and Subconsultant Staff

- a. Identify the Consultant and Subconsultants and their respective roles. Show the Project Manager and the key staff proposed for this project, including Subconsultants' staff. Identify the project team that will be available until project completion. State the availability of each individual for this project. The Project Manager and/or project engineer must have a valid license to practice Civil Engineering in the state of California.
- b. Include contact information and a brief summary of the firm's organization and history. Provide a brief resume for each key team member. Provide at least three references (name, title, agency, and telephone number) for the Project Manager and Task Leaders from similar type/size projects.
- c. Identify staff at DWR who are familiar with selected team members' work on UWMPs.
- d. Include contact information and a brief summary of the Subconsultant firms' organization, history, and at least one firm reference for each Subconsultant relevant to the staff being proposed for this project.

3. Relevant Project Experience

Include a list of the most recent projects for which the Consultant has performed similar services of similar scope, size, and complexity. This list will include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a brief description of the service performed, the dollar amount of the contract, and the date the project was completed. Discuss whether the project was completed on time and within budget. If the project was not completed on time and within budget, describe the original schedule and original budget and what changed. Likewise, list at least one project experience for each Subconsultant on the team.

4. Approach to Work

The Approach to Work section will include a description of the intended approach to complete the UWMP, including a scope of services suitable for attachment to a contract. The Consultant will specify data needs and the expected level of support from District staff and a description of the project deliverables.

5. Project Schedule
The Consultant will provide a proposed schedule for all services necessary to complete the project specifying the major tasks, the expected time to complete each task, and the interdependency of the tasks and your expectation of how DWR guidance/comments will impact the schedule. Indicate your team's ability to perform the services in a timely manner. Indicate the methods and tools to be used to develop the schedule and the plans to update it throughout the life of the project.
6. Estimate Level of Effort
The Consultant will provide an estimate of staff time, by task, by key person presented in the project schedule. This section will not include any estimate of costs.
7. Staff Resumes
Present the firm's experience with UWMP preparation and qualifications of project members. Provide a brief resume of each key team member.
8. Fee Proposal
The Consultant will provide, in a separately sealed and clearly marked envelope, the estimated cost by task and a total proposed project cost to complete the Scope of Services as listed below. The fee Proposal will include a cover letter stating the "not-to-exceed" fee. The fee Proposal will reflect all anticipated fee increases within the duration of the contract. The fee Proposal will identify the billing rates of the individuals anticipated to be used on the project and the estimated expenses including travel.

3.6 Criteria for Selection

The evaluation of each response to this RFQ will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFQ is to identify Consultants that have the interest, capability, and experience to fulfill the Scope of Work. The evaluation will be made according to the following factors:

Evaluation Criteria:

1. Recent experience and quality of past performance of the Consultant personnel to be assigned to this Scope of Work. The assessment of qualifications will be based on education, certifications or registrations, if pertinent, and relevant work experience with previous involvement in urban water management plans, including the quality of past performance in completing similar assignments.
2. Project understanding and completeness in Consultant's proposed approach to work and reasonableness in Consultant's proposed schedule to accomplish its proposed services. The UWMP will be completed, reviewed, and submitted to the District Board of Directors and DWR by March 31, 2021.
3. The quality of references from previous clients for which similar services were performed by the project team will be evaluated. References will be provided with agencies of similar size and purpose as the District.

3.7 Selection and Notification

The District's selection procedure is designed to provide each competing Consultant a fair and objective assessment of the information submitted in its Proposal. The procedure is intended to allow each Consultant equal opportunity to have access to the same information on the Project and procurement process. Information submitted in the Proposal will be judged on how well it meets the District's objectives. No firm has an advantage in this procurement from previous work or communications with the District, nor does the District intend during the selection process to confer an advantage on any Consultant.

Once Proposers are ranked, the cost proposal of the first ranked applicant will be opened and reviewed. The District reserves the right and intends to negotiate the final scope of work, staff participation, and price before entering the contract. If negotiations with the first ranked firm are unsuccessful, the District may negotiate with the second ranked firm and so on. The District reserves the right to reject any or all proposals. All proposals become the property of the District.

4 Scope of Work

4.1 Task Descriptions

The Consultant's Proposal must include the tasks below and any others the Consultant deems necessary to provide a complete UWMP.

Task 1: Project Management and Administration.

Provide project management and administrative services, including control of work, monitoring and control of time and expenses on each task, and invoicing. Prepare and update a project schedule as needed. Consultant will be responsible to keep tasks on-schedule and on-budget. Please include the number of review meetings necessary and one presentation to the District's Board of Directors.

Task 2: Data Collection and Review.

The Consultant will review the District's 2015 UWMP, USBR Water Management Plan, Urban Contractors' UWMPs, and other related existing documents in order to clarify the work completed to date and identify remaining work and data needs. The Consultant will prepare a table of additional information needed. Following review of the table by District staff, a final summary table will be prepared and used as a checklist to confirm the work remaining and where assistance from District staff will be required.

Task 3: System Demands Analysis.

The Consultant will compare demand projections presented in various reports and update the most appropriate demand projections for current and projected economic conditions. The Consultant will prepare a summary describing current and future water demands and provide it to District staff for review. Based on the staff's comments, the Consultant will include the revised document as a section in the UWMP.

Task 4: Water Supply Analysis.

The Consultant will confirm existing water supplies and water rights and identify constraints on these supplies. The amount of future groundwater and potential recycled water supplies will be estimated in conjunction with the District and Urban Contractors based on existing information and studies. The Consultant will conduct a water supply analysis, comparing estimated supply and demands over the projected 25 years period assuming normal year, single dry year and multiple dry year scenarios. The Consultant will summarize the results of the water supply analysis for inclusion in the UWMP, and provide a draft section to the District for review. The revised section will be included in the public draft UWMP final document.

Task 5: Demand Management Measures (DMMs).

The Consultant will review the Demand Management Measures (DMMs) that are included in the DWR Guidebook and describe the District's status for compliance. The Consultant will incorporate demographic data, water use characteristics, future water demands, water conservation, and economic analysis from the District's Urban Contractors.

Task 6: Supply Reliability and Water Shortage Contingency Plan.

Section 10632 of the California Water Code states that the UWMP must include an urban water shortage contingency analysis.

The Consultant will:

- Evaluate water supplies and demands for normal, single dry-year, and multiple dry years, drought contingency plan,
- Develop drought contingency plan,
- Assess reliability of water supplies, and
- Analyze water quality.

Task 7: UWMP Preparation and Submittal.

This task consists of the compilation of work completed in Tasks 1 through 6 into the UWMP. An Administrative Draft UWMP will be provided to the District and Urban Contractors for review and to DWR for a completeness review. The Consultant will incorporate the District, Urban Contractors' and DWR's comments into the Draft UWMP and provide a Final Draft UWMP to the District for final review. Following completion of the Final Draft UWMP, the Consultant will coordinate with the District staff for adoption of the plan with one presentation to the District's Board via PowerPoint and submittal to DWR no later than March 31, 2021.

All deliverables will include four (4) hard bound copies, one electronic copy in pdf format and one editable electronic copy in MSWord, MS Excel, Visio, GIS files, and MS Project as appropriate for each element of each deliverable.

Task 8: Public Outreach Activities.

UWMP preparation requires public outreach and input. The Consultant will include outreach activities to Urban Contractors as well as other entities. The Consultant will prepare meeting materials such as handouts, posters, and presentations.

5 Budget & Schedule

All Consultants must fill out the following cost breakdown for their Proposal for the District's project as described in this RFQ. The Consultant must agree to keep these prices valid for 90 days as of September 16, 2020.

5.1 Estimated Costs

All Consultants must provide an estimated cost summary in the fee Proposal that includes all items shown below:

| Estimated Cost Summary | | | | | |
|--|-------|------|----------|----------|-------|
| Task Description | Hours | Rate | Subtotal | Expenses | Total |
| 1 – Project Administration | | | | | |
| 2 – Data Collection and Review | | | | | |
| 3 – System Demands Analysis | | | | | |
| 4 – Water Supply Analysis | | | | | |
| 5 – Demand Management Measures | | | | | |
| 6 – Supply Reliability & Water Shortage Contingency Plan | | | | | |
| 7 – UWMP Preparation and Submittal | | | | | |
| 8 – Public Outreach Activities | | | | | |
| Total: | | | | | |

5.2 Schedule

All Consultants must provide a project schedule for all tasks.

6 Additional Terms & Conditions

6.1 Personal Information

6.1.1 **General.** Depending on the circumstances, the District may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to firm income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant, resumes, documentation of accreditation, and/or letters of reference.

6.1.2 **Requested Personal Information.** Any personal information that is requested from this RFQ by the District will only be used to *consider* the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these

qualifications. It is the responsibility of each Consultant to obtain the consent of such individuals prior to providing the information to the District. The District will consider that the appropriate consents have been obtained for the disclosure to and use by the District of the requested information for the purposes described.

6.2 Non-Disclosure Agreement

The District reserves the right to require any Consultant to enter into a non-disclosure agreement.

6.3 Costs

The RFQ does not obligate the District to pay for any costs, of any kind whatsoever, which may be incurred as result of this RFQ process or any third parties, in connection with this RFQ.

6.4 Intellectual Property

Proposals will not include any intellectual property of the District including, but not limited to, all logos, registered trademarks, or trade names of the District, at any time without the prior written approval of the District, as appropriate.

6.5 Respondent's Responses

All materials submitted, including but not limited to Proposals, attachments, and supporting documents will become the property of the District and will not be returned.

6.6 Governing Law

This RFQ and the response will be governed by the laws of the State of California.

6.7 No Liability

The District will not be liable to any, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Consultants responding to this RFQ; or
- As a result of the use of any information, error, or omission contained in this RFQ document or provided during the RFQ process.

6.8 Entire RFQ

This RFQ, any addenda to it, and any attached schedules, constitute the entire RFQ.

Schedule A – Consultant Certification

This certification attests to the Consultant's awareness and agreement to the content of this RFQ and all accompanying calendar schedules and provisions contained herein.

The Consultant must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in response to RFQ for a 2020 Urban Water Management Plan issued by the District. The undersigned is a duly authorized officer, hereby certifies that:

(Consultant Name)

agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The Proposal shall remain in effect for a period of 90 calendar days as of September 16, 2020.

The undersigned further certify that their firm (check one):

- IS
 IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFQ are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

Schedule B – Notice of Intention

NOTICE OF INTENTION REQUEST FOR QUALIFICATIONS

FROM:

[CONSULTANT ORGANIZATION NAME]

[AUTHORIZED REPRESENTATIVE]

[TELEPHONE NO.]

[FAX NO.]

[E-MAIL]

Please state your intention with regard to the Request for Qualifications by selecting one of the following:

Intends to respond to the District's Request for Qualifications

Does not intend to respond to the District's Request for Qualifications

TO:

Stockton East Water District
PO Box 5157
Stockton, CA 95205

6767 East Main Street
Stockton, CA 95215

Attention: Mr. Manuel Verduzco, P.E.
Telephone: (209) 948-0333
Fax: (209) 948-0423

Schedule C – Contract Conditions

Workers' Compensation Insurance - By their signature hereunder, Consultant certifies that they is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and they will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless and defend Stockton East Water District, its directors, officers, employees, and authorized volunteers and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Stockton East Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, with respect to construction, the active negligence of Stockton East Water District, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall immediately defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Stockton East Water District or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Stockton East Water District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse Stockton East Water District or its directors, officers, employees, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Stockton East Water District or its directors, officers, employees, or authorized volunteers.

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising there from.

Safety - The Consultant shall execute and maintain their work so as to avoid injury or damage to any person or property.

In carrying out their work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including but not limited to State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Consultant shall maintain limits no less than the following:

1. Professional Liability - Two million dollars (\$2,000,000) per claim and annual aggregate.
2. General Liability - Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Stockton East Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
3. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
4. Excess Liability (if necessary) - The limits of Insurance required in this agreement 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 the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Stockton East Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract"). All Sub-Consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Stockton East Water District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects Stockton East Water District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Stockton East Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Stockton East Water District, its directors, officers, employees, or authorized volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Such liability insurance shall indemnify the Consultant and their sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or their sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Stockton East Water District. All of the insurance shall be provided on policy forms and through companies satisfactory to Stockton East Water District.

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Stockton East Water District for all work performed by the Consultant, its employees, agents and sub-Consultants.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Consultant, and such deductibles and retentions shall have the prior written consent from Stockton East Water District. At the election of Stockton East Water District, the Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Stockton East Water District.

Evidences of Insurance - Prior to execution of the agreement, the Consultant shall file with Stockton East Water District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against Stockton East Water District (if builder's risk insurance is applicable). Such evidence shall also include (1)

attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Consultant shall, upon demand of Stockton East Water District, deliver to Stockton East Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Stockton East Water District at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

EXHIBIT A – SCOPE OF WORK

To be provided by Consultant.