



**Request for Proposal
for Strategic Plan Services**

October 31, 2022

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REQUEST FOR PROPOSALS

The Stockton East Water District (SEWD) is requesting Strategic Plan Services Proposals (Proposal) from Consultants to provide strategic plan services to SEWD's innovative special district located in San Joaquin County. In general, the plan services will consist of facilitating discussion for a strategic plan document spanning five years and preparing a digestible, concise strategic plan document for use and guidance of SEWD's management and board of directors.

Additional information may be obtained by contacting:

Justin M. Hopkins, General Manager
Stockton East Water District
PO Box 5157
Stockton, CA 95205

6767 East Main Street, Stockton, CA 95215
Phone: (209) 948-0333
jhopkins@sewd.net

Proposing Consultants must submit two copies of the Proposal and one copy of the Transmittal Letter, Technical Proposal and Cost Proposal. All Proposals must be sealed and submitted on or before 5:00 p.m. PST, Friday, December 09, 2022 to the following:

Justin M. Hopkins
General Manager
Stockton East Water District

Deliver to: 6767 East Main Street
Stockton, CA 95215

Mail to: PO Box 5157
Stockton, CA 95205

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

STRATEGIC PLAN SERVICES PROPOSAL, 5:00 p.m. PST, on Friday, DECEMBER 09, 2022

This proposal has been reviewed and approved for circulation.

Justin M. Hopkins
General Manager

Date

INTRODUCTION

The Stockton East Water District (SEWD) provides water services to approximately 6,600 customers. SEWD was formed in 1948 under the Water Conservation District Act of 1931 of the State of California for the purposes of acquiring a supplemental water supply and improvement of the groundwater basin. SEWD was reauthorized in 1971 pursuant to a Special Act of the State of California Legislature. SEWD currently includes 143,300 acres of land bounded roughly by Eight Mile Road on the north and French Camp Road on the south, the Delta on the west and the San Joaquin County line on the east. The entire City of Stockton lies within the District, as do the communities of French Camp and Linden. SEWD includes approximately 320,000 urban residents and 23,300 rural residents. There are approximately 95,400 acres of agricultural land and 47,900 acres of urban land within SEWD of which 53,000 acres are irrigated or planted in a variety of orchard, row and field crops.

SEWD's Board of Directors consists of 7 members elected by the public served by the District. SEWD's staff consists of a General Manager, 6 members of the management team, and additional staff of approximately 39 regular employees.

SEWD will use a "Best Value Selection" process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria which can be found in Appendix A. Top ranking Consultants may be asked to participate in an oral interview.

SEWD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

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

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between SEWD and the Consultant selected. SEWD reserves the right, without prejudice, to reject any or all proposals.

SCOPE OF SERVICES

Stockton East Water District is seeking a Consultant to provide strategic plan services including a comprehensive proposal for the following core tasks:

1. Facilitate all meetings and provide leadership, direction and expert consultation and advice related to the development of an effective and implementable strategic plan.
2. Engage key stakeholders at SEWD (board members, management, and staff) with appropriate research instruments to evaluate SEWD's strengths, weaknesses, opportunities, and threats.
3. Gather and align board members' and management priorities for stakeholders to focus their efforts upon implementation of the strategic plan.
4. Develop a framework, schedule, and process for the organization's leadership to effectively implement the strategic plan.
5. The final deliverable should be a clear, concise, strategic planning roadmap document for board members and management which should include priorities, goals, and desired outcomes for a 5-year period.

Additional Requirements

1. The strategic plan shall consider SEWD's current staffing and funds resources for a five-year plan.
2. Before commencement of strategic plan services, the Consultant will schedule a teleconference meeting for the purpose of discussing any perceived issues or problems, asking and answering questions, clarifying responsibilities and developing a strategy. The Consultant will additionally schedule at least two in-person visits. One visit will be to facilitate the bulk of the development of the plan. During the second visit, the Consultant will provide a final presentation to the Board of Directors. Additional in-person visits may be included in the proposal but the Consultant should be cognizant of the cost to benefit factor of including additional visits.
3. During the course of the engagement, the Consultant will meet with and provide status reports to the General Manager on a regular basis.
4. Upon completion of services, and before issuing any report or management letter, the Consultant will schedule an exit conference with the General Manager and other individuals as deemed appropriate. The purpose of the exit conference is to discuss observations, findings and recommendations, and to discuss matters to be included in the management letter.
5. In addition, the Consultant is also expected to provide informal advice and consultation throughout the contract term on matters relating to strategic plan services reporting.

OPTIONAL SERVICES

The Consultant is encouraged but not required to provide a proposal for evaluating, facilitating discussion about, and re-developing and/or refining SEWD's mission, and vision statements. Part of the optional service will also include facilitating and developing SEWD's values statements which have not been formally developed and adopted in the past. Consultant should provide a cost for the optional service separately.

PROPOSAL CONTENT

The Consultant must prepare a Transmittal Letter, Technical Proposal and a Cost Proposal for the work to be performed and submit as part of the Strategic Plan Services Proposal.

The Strategic Plan Services Proposal package must contain the following:

A. Transmittal Letter:

1. A signed letter of transmittal briefly stating the Consultant's understanding of the services to be provided, the commitment to perform the services within the required time period, a statement of why the Consultant believes itself to be the best qualified to perform the engagement, and a statement of how long the Proposal will remain in effect.

B. Technical Proposal:

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Consultants seeking to undertake these services for SEWD, in conformity with the requirements of this Request for Proposal. The Proposal shall demonstrate the qualifications of the Consultant and of the particular staff to be assigned to this engagement. It should also specify the approach that will meet this Request for Proposal requirements.

1. **Firm Qualifications and Experience** – The Proposal should state the size of the Consultant’s staff, the location of the office from which the work on this engagement is to be performed, and the number of professional staff to be employed in this engagement.
2. **Partner/Supervisory/Staff Qualifications and Experience** – The Consultant should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to the engagement. The Consultant should also supply information on the experience of each person, including information on relevant continued education and professional organizations relevant to the performance of this plan.
3. **Similar Engagements with Other Government Entities** – For the Consultant’s office that will be assigned responsibility of the plan, list the most significant engagements (maximum of three) performed in the last five years that are similar to the engagement described in this Request for Proposal. Indicate the Scope of the Work, date, engagement partner, total hours, and the name and telephone number of the principal client contact.
4. **Specific Strategic Plan Services Approach** – The Proposal should set forth a work plan, including an explanation of the strategic plan services to be followed, type and extent of services to be performed, as well as a schedule (by date and hours) of the work to be performed to meet the requirements of this Request for Proposal.
5. **Identification of Anticipated Potential Strategic Plan Services Problems** – The Proposal should identify and describe any anticipated potential problems, the Consultant’s approach to resolving these problems, and specific assistance that will be requested from SEWD.

C. Cost Proposal:

The Cost Proposal should contain all pricing information relative to performing the strategic plan services engagement as described in this Request for Proposal. A schedule of rates for partners, specialists, supervisors, and staff, multiplied by the number of hours anticipated by each, should be included. The Cost Proposal should contain all direct and indirect costs including out-of-pocket expenses to arrive at an all-inclusive not-to-exceed cost.

PROPOSAL EVALUATION AND SELECTION

The Strategic Plan Services Proposal must be submitted on or before 5:00 p.m. PST, Friday, December 09, 2022. Late Proposals will not be accepted.

If it should become necessary for SEWD to request the Consultant to render additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations included in any report issued with this engagement, such as additional work shall be performed only if set forth in an Addendum to the Professional Services Agreement between SEWD and the Consultant.

Progress payments will be made on the basis of hours of work performed during the course of the engagement in accordance with the Consultant’s formal Proposal. Interim billings will cover a period of not less than one calendar month.

Proposals submitted will be evaluated by SEWD’s General Manager.

During the evaluation process, the District may, at its discretion, request any one or all Consultants to make oral presentations and personal introduction of the proposed strategic plan services. Such presentations will provide Consultants with an opportunity to answer any questions the District may have on a Consultant's proposal. Not all Consultants may be selected to make such oral presentations. Routine clarification may be obtained by other means.

Final selection will be based on the Consultant's qualifications, experience, and bid. Proposing Consultants should note that the lowest bid will not be the sole factor in the final selection.

It is anticipated that a Consultant will be selected no later than **December 23, 2022**. Following notification of the Consultant selection, it is expected that a Professional Services Agreement will be executed between both parties by **January 09, 2023**.

Submission of a Proposal constitutes acceptance by the Consultant of the conditions contained in this Request for Proposal unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between SEWD and the Consultant selected.

The District reserves the right to reject any and all Proposals. SEWD reserves the right to retain all Proposals submitted and use of any idea in a Proposal regardless of whether that Proposal is selected. SEWD also reserves the right to cancel the contract, due to unsatisfactory performance of strategic plan services, with a 30-day written notice. SEWD may extend the contract, at any time, upon agreeable terms with the successful Firm.

Attachment A – Selection Criteria/Evaluation for RFP

Selection of Consultant shall be based on evaluation of the proposal after examination of the following factors:

1. The extent to which the proposal clearly describes the scope of work
2. Specific methodology and structure of process to perform services proposed.
3. Cost of proposed services to be rendered.
4. Ability to adhere to the timeline specified within this RFP.
5. Experience developing a strategic plan for comparable organizations
6. Technical ability and experience of principal staff performing the work for the strategic plan.



Attachment B – Sample Contract PROFESSIONAL SERVICES AGREEMENT

PROJECT: Strategic Plan Services

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the Stockton East Water District, a California public agency (“District”), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.] (“Consultant”).

| | District | Consultant |
|-------------|---|---|
| | Stockton East Water District | (Consultant Firm) |
| Mail to: | P. O. Box 5157 Stockton, CA 95205 | (Contact Person) (Title) |
| Deliver to: | 6767 East Main Street Stockton, CA 95215 | (Mailing Address) (City, State, ZIP) |
| Telephone: | (209) 948-0333 | (Telephone) |
| FAX: | (209) 948-0423 | (FAX) |

1. SERVICES.

Consultant shall perform, at the direction of District, the Scope of Work as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. The standard of care for Consultant’s services shall be the care and skill ordinarily used by members of Consultant’s profession practicing under the same or similar circumstances at the same time and in the same locality.

2. COMPENSATION.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in EXHIBIT “A.” The total compensation shall not exceed the Contract Price without District’s prior written approval.

Contract Price:

\$XXX,XXX.XX

Consultant shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of no less than one quarter (1/4) hours. District shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed.

Reimbursable Expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by District. Items shall be separated into Services and Reimbursable Expenses.

Billings that do not conform to the format outlined above shall be returned to Consultant for correction. District shall not be responsible for delays in payment to Consultant resulting from Consultant’s failure to comply with the invoice format described above.

3. FORM W-9.

Consultant must complete and submit a current Form W-9 to the District prior to the start of the project.

4. PREVAILING WAGE.

If this Contract qualifies as a Public Works Contract and registered on the Department of Industrial Relations website, Contractor Certified Payroll Reports (eCPR) must also be submitted electronically to the District within 30-days of closing each pay period.

5. GENERAL CONDITIONS.

The General Conditions set forth in EXHIBIT "B", which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Conditions and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Conditions shall control over said terms or conditions.

6. AUTHORITY.

The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant and to bind Consultant to the performance of its obligations hereunder.

7. NOTICES.

Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as shown above. Either party may amend its address for notice by giving notice to the other party in writing.

8. ATTACHMENTS.

All ATTACHMENTS referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

- Exhibit A – Scope of Work (to be provided by Consultant)
- Exhibit B – General Conditions

9. ACCEPTANCE, the parties hereto execute this Agreement

Accepted by:

| | | | |
|--------------------------------------|-------|--------------------------|-------|
| Stockton East Water District | | (Consultant Firm) | |
| _____ | _____ | _____ | _____ |
| Justin M. Hopkins General Manager | Date | (Name) (Title) | Date |

Other authorized representatives:
Juan Vega, Assistant General Manager

10. **INSTRUCTIONS.**

Sign Agreement, provide Certificates of Insurance, Form W-9 and return original. Upon acceptance by the Stockton East Water District, a copy will be signed by its authorized representative and promptly returned to you.

Exhibit "B"

GENERAL CONDITIONS

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.

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.

INSURANCE REQUIREMENTS

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.

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.

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.

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.

Stockton East Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

OTHER CONDITIONS

Assignment or Transfer - Consultant is employed to perform unique personal services. Consultant shall not assign this Agreement without the prior written consent of District. Consultant shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of District.

Independent Contractor - Consultant shall act as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of District by reason of this Agreement.

Attorney's Fees, Venue, Governing Law - If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in San Joaquin County, California, regardless of where other venues may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Termination of Agreement - District may terminate this Agreement without cause by giving Consultant ten (10) calendar days advance written notice from the General Manager. Consultant may terminate this Agreement without cause by giving District thirty (30) calendar days advance written notice. In the event of termination through no fault of Consultant, District shall compensate Consultant for services performed as of the date of termination, upon the release to District of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. District retains the

right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

Copyright, Ownership and Use of Materials - All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, Consultant hereby assigns to District all right, title, and interest, including but not limited to all copyrights, in all Material created by Consultant in its performance under this Agreement. Material constitutes the scope of work outlined in EXHIBIT "A" and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by Consultant is, and shall remain, the property of District.

Prevailing Wage – This project is a Public Works project per Labor Code section 1720 and is subject to compliance monitoring and enforcement by the California (CA) Department of Industrial Relations (DIR). All labor working on Public Works Project must be paid prevailing wages as determined by DIR. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both as determined by DIR.

STOCKTON EAST WATER DISTRICT 2022 HOLIDAY SCHEDULE

| | | | |
|----------|-----------|----|---|
| Friday | December | 31 | New Year's Day |
| Monday | January | 17 | Martin Luther King Jr. Birthday |
| Friday | February | 11 | Lincoln's Birthday |
| Monday | February | 21 | Washington's Birthday/Presidents Day |
| Monday | May | 30 | Memorial Day |
| Monday | June | 20 | Juneteenth Day |
| Monday | July | 4 | Independence Day |
| Monday | September | 5 | Labor Day |
| Monday | October | 10 | Columbus Day |
| Friday | November | 11 | Veteran's Day |
| Thursday | November | 24 | Thanksgiving Day |
| Friday | November | 25 | Day After Thanksgiving Day |
| Monday | December | 26 | Christmas Day |
| | Floating | | Employee's Birthday |
| | Floating | | Floating Holiday |

Note: Employee Birthday and One Floating Holiday (subject to seven [7] day Supervisor notification and approval). Subject to pro-ration based upon date of hire and must be used in 4 hour increments.