



**SOUTH SAN JOAQUIN  
IRRIGATION DISTRICT**

# **REQUEST FOR PROPOSAL**

## **FINANCIAL ADVISORY SERVICES**

Responders to this Request for Proposal (RFP) must deliver one signed original, two copies, and one electronic copy of the proposal.

**Proposal Submission Deadline (date/time):**

September 9, 2024, at 4:00 pm

**Submit Proposal to:**

South San Joaquin Irrigation District

Attn: Sonya Williams, Finance and Administration Manager

11011 E. Highway 120

Manteca, CA 95336

**Request for Proposal  
Financial Advisory Services  
South San Joaquin Irrigation District**

**NOTICE TO PROPOSERS**

1. The South San Joaquin Irrigation District (“SSJID” or “District”) is requesting proposals for the provision of Financial Advisory Services. The primary role of the financial advisor under this contract is to provide advice on all aspects of any proposed capital financing and to support any debt issuance activity of the District. Other responsibilities include but are not limited to: Developing innovative solutions to the District’s funding requirements in order to achieve the most advantageous financing terms; Making recommendations on the timing, sizing, maturity schedules, call provisions and other details of bond issues; Reviewing and making appropriate recommendations on all ordinances, official statements, and other documents necessary for debt issuance; as well as other responsibilities.

Any inquiries about the RFP shall be submitted in writing to Sonya Williams at [sonya.williams@ssjid.gov](mailto:sonya.williams@ssjid.gov), on or before, Monday, August 12, 2024, by 4:00 pm.

Proposals will be received until Monday, September 9, 2024, by 4:00 pm. Proposals shall be submitted to:

**South San Joaquin Irrigation District:**  
Sonya Williams  
Finance & Administration Manager  
South San Joaquin Irrigation District  
11011 E. Highway 120  
Manteca, CA 95336

Proposals received after the designated time will not be considered.

**INTRODUCTION**

**1. SUMMARY**

The District is seeking proposals from qualified municipal financial advisory firms to assist the District with evaluating funding options for capital improvement projects, debt management, and short, intermediate and long-term strategic financial planning. The District is currently exploring financing options for projects that accommodate District operations and improvements, most projects can be found in our recently adopted Water Master Plan. The successful firm will assist the District in developing a Plan of Finance, including the evaluation of various financing options. The District seeks advice as to the most appropriate approach to financing a variety of capital projects. It is essential that the District’s debt profile is consistent with the District’s strategic goals and objectives, capital improvement plan and annual budget.

Firms must be experienced in the general and technical aspects of special district financing. Responses to the RFP must be submitted in accordance with the terms and conditions contained in the RFP document. It is the desire of the District to select a firm that can meet or exceed the requirements set forth by the District and will provide the highest quality, comprehensive financial advisory services at a competitive rate.

## 2. BACKGROUND

The District is a California irrigation district formed May 24, 1909, and is governed by Division 11 of the California Water Code. SSJID encompasses 72,000 acres in the southeastern portion of San Joaquin County and serves approximately 56,900 acres with irrigation water.

SSJID also owns and operates the Nick C. DeGroot Water Treatment Plant, which supplies domestic water to the cities of Lathrop, Manteca and Tracy.

SSJID owns one-half interest in the Tri-Dam Project, a system of reservoirs, dams and powerhouses that currently produce approximately 135 megawatts of power per year.

SSJID's annual financial reports can be viewed at <https://www.ssjid.com/about-us/district-finances/>. Additionally, you may view the recently adopted Water Master Plan at <https://www.ssjid.gov/water-master-plan/>.

## INSTRUCTION TO PROPOSERS

### 1. PROPOSAL SUBMISSIONS

- a. To be considered, all proposals must be delivered to the District Office located at 11011 E. Highway 120, Manteca, CA 95336, no later than Monday, September 9, 2024, by 4:00 pm.
- b. All proposals must include all proposal requirements. Proposals must also include the proposer's fee schedule in a separate, sealed envelope.
- c. Proposals must be valid for a minimum of 90 days.

### 2. INQUIRIES

Inquiries concerning this RFP shall be submitted in writing to Sonya Williams at [sonya.williams@ssjid.gov](mailto:sonya.williams@ssjid.gov) on or before Monday, August 12, 2024, by 4:00 pm.

### 3. ESTIMATED TIMELINE

The District will make every effort to adhere to following schedule:

RFP Issued	August 5, 2024
Question Submission Deadline	August 12, 2024
Question Response Deadline	August 19, 2024
Proposals Due	September 9, 2024
Interviews	Week of September 23, 2024
Recommendation to Board	October 22, 2024

#### 4. PROPOSAL EVALUATION

Proposals submitted will be evaluated by a committee of District staff. All proposals will be evaluated using the following criteria, which are not assigned particular weight:

- a. Responsiveness to the RFP  
The District will consider all the material submitted to determine whether the proposers offering is in compliance with the RFP documents and have provided an effective approach to the proposed services.
- b. Ability to Perform Required Services  
The District will consider all the relevant material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is the most qualified to provide services of the type, scope specific to the RFP.
- c. Proposed Approach  
The District will consider the recommended Plan of Finance, including any funding and credit strategies recommended in connection with the proposed Plan of Finance.
- d. Fees  
The District will consider compensation as part of its evaluation process but also reserves the right to select the firm that offers the best value to the District overall, inclusive of experience, project team, qualifications and proposed approach.
- e. Interviews  
The District reserves the right to conduct interviews as part of the final selection process and to negotiate with one or more firms in the selection of the Financial Advisor.

## SCOPE OF SERVICES

### 1. SCOPE OF SERVICES

The District is requesting proposals from qualified financial firms to review the District's current financing structure and debt capacity; assist with evaluating the options for financing various projects; and provide advice and support, as needed, to assist the District in making financial decisions. Creativity and flexibility in approaching the District's current and future financing options in the most fiscally responsible and prudent manner is required.

The District is requesting proposals to perform the following services, including but not limited to:

- a. Provide as-needed financial advice regarding the market conditions and trends, financial products, credit and credit analysis, third party alternative financing and specialty financing options. Develop cash-flow models to evaluate and optimize the use of debt and cash to fund capital improvement and perform fiscally prudent financing.
- b. Advise and assist the District in developing and executing short, medium, and long-term financial and funding strategies, with respect to its capital improvement plan.
- c. Review and comment on the District's Debt Policy which establishes the principles, controls, and guidelines for issuance and management of proposed District debt.
- d. Assist District staff with potential debt issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, credit rating(s), insurance proposals, reserve funds, assistance with preparation and review of related documents, continuing disclosure information, and coordination of financing team and schedules.
- e. Assist with the preparation of an RFP and serve on an evaluation committee for selection of underwriting firm(s) for the District's potential new debt.
- f. Manage the implementation of District-approved financing efforts. This may involve, in relation to the financing effort, advising and supporting the District in: helping in the solicitation and selection of members of the financing team (such as bond counsel and an underwriter); negotiating contracts and compensation with firms on the financing team; and defining tasks, schedule, and deliverables of the members of the financing team.
- g. Assist the District in developing and implementing credit rating strategies. Coordinate presentations with rating agencies.
- h. Assist with the preparation of presentations to the Board of Directors.
- i. Attend meetings with District staff and meetings with the Board of Directors as needed.

- j. Provide other financial services as requested.

The firm selected as the financial advisor will not be considered for any underwriter or broker-dealer role with the District during the time it acts as financial advisor, or within six months of ceasing to act as the financial advisor. The firm that is selected will be prohibited from engaging in activities on behalf of the issuer that produce a direct or indirect financial gain for the financial advisor, other than the agreed-upon and disclosed compensation, without the issuer's informed consent.

## PROPOSAL REQUIREMENTS

In developing responses to this RFP, proposers should be concise, limiting their response to the specific questions and requirements. Each proposal shall include a cover letter signed by an authorized official of the firm. To aid in evaluating, proposals should respond to the following information:

1. Describe the experience of your firm and firm qualifications in providing public sector financial advisory services. Identify the total number of professionals employed by your firm who serve as financial advisors to public sector entities, including in the State of California.
2. Provide a representative list of public agency clients, preferably within the State of California, where your firm has served as financial advisor in the last three (3) years. Provide the number and volume of debt issuance transactions completed for each of the last three years.
3. Provide a description and case study of three projects that are comparable to the District, outlining the services rendered, timeline, any challenges, and solutions your firm helped to develop or implement. Describe how these projects are directly relevant to the District.
4. Outline your proposed project team. Identify the individual who will serve as the primary point of contact with the District under this contract for the term of the contract and the other individuals of the team who are expected to work on District transactions. Describe the role of each team member and identify the location of each team member.
5. Describe the experience and qualifications of the key personnel and provide resumes for each team member.
6. Provide a Scope of Services and Proposed Approach. Describe your communication plan with the District. Outline any supplemental services your firm could or otherwise propose to render. The District reserves the right to only use the services which the District deems in its sole discretion are in the best interest of the District and to select one or more firms in the provision of any financial services the District deems are necessary or are in the District's interest in the District's sole discretion.

7. Provide a Plan of Finance and funding approach for the District's Capital Plan. How would your firm recommend minimizing the rate impact of any financing on the District's ratepayers. How would your firm propose that the District optimize the use of cash vs. financing? What targets or key performance indicators (KPI's) would your firm recommend that the District adopt or otherwise monitor to measure the success of your proposed approach? Include indicative debt service numbers and statistics, including current interest rates and indicative interest rate spreads to the MMD index or other market index you would recommend, for a financing of [\$50] million.
8. Outline your proposed credit strategy, including the strengths and challenges that the District might face. How would you propose to address any challenges. How many ratings would your firm recommend? What rating agencies would your firm recommend and what do you expect the rating outcome to be? Provide any benchmarks or comparables that support your strategy and expected outcome.
9. Provide an indicative schedule for financing.
10. Cost Proposal. Provide a fee proposal for your services in the event that the District elects to proceed with a bond issuance. Submit cost proposal that includes the following items:
  - a. A fixed fee for a bond issue.
  - b. A proposed hourly rate schedule for any financial advisory services outside of a bond issue not otherwise covered in your proposed Scope of Services.
  - c. If requested, provide indicative fees for other services that your firm might provide including any services related to:
    - i. Support of bond elections
    - ii. Investment advisory
    - iii. Continuing disclosure
    - iv. Arbitrage rebate
    - v. Other services your firm has identified
11. Answer the following questions regarding legal proceedings in connection with any offering of municipal securities:
  - a. Describe any instances when your firm has been terminated in providing Financial Advisory services.
  - b. Are there any pending legal actions alleging violations of law in connection with an offering of municipal securities against the firm, any partner of the firm, or any employee of the firm? Describe each such pending action.
  - c. Have there been any settlements or judgements involving such actions within the last five years? Describe each such settlement or judgment, including the nature of the action and the amount of recovery.

- d. Are there any pending legal or disciplinary matters involving such actions against the firm, any partner of the firm, or any employee of the firm by any Federal or state regulatory agency? Describe each such action.
- e. Provide information about any criminal indictments or convictions against the firm or its employees where the charges involved an offering of municipal securities, and any material pending legal action, settlement, or judgement involving a claim of fraud, whether civil or criminal.
- f. Disclose all contractual or informal financial arrangements/agreements, including joint accounts, fee-splitting, profit sharing and consulting agreements of your firm that could impact the City. The disclosure must be complete, accurate, and in sufficient detail to permit the City to make an informed decision as to with whom the business is being conducted.

#### Non-Collusion Affidavit

The consultant declares, by signing and submitting its proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the consultant has not directly or indirectly induced or solicited any other consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the consultant or any other consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or fraudulent proposal.

#### SUBMITTAL REQUIREMENTS

Proposers shall submit one (1) original signed proposal, two (2) copies, and one (1) electronic copy to the following address, no later than 4:00 pm on Monday, September 9, 2024:

**South San Joaquin Irrigation District:**  
Sonya Williams  
Finance & Administration Manager  
South San Joaquin Irrigation District  
11011 E. Highway 120  
Manteca, CA 95336  
[sonya.williams@ssjid.gov](mailto:sonya.williams@ssjid.gov)



## TERMS AND CONDITIONS

1. The District prohibits the acceptance of any proposal after the time specified on the RFP. There shall be no exceptions to this requirement.
2. This Request For Proposals does not commit the District to award a contract or contracts, or to defray any cost incurred in the preparation of response to this request, or to procure or contract for services.
3. All submitted proposals become the property of the District as public records.
4. The District reserves the right to reject all submittals.
5. The District reserves the right to request additional information or clarifications from any or all respondents to this Request.
6. The selected firm or individual will be retained under the terms and conditions contained in the "Professional Services Agreement" attached hereto as "Exhibit A." An individual or firm requesting any alteration to any provision of the Professional Services Agreement shall include all comments and proposed contract language in the submitted proposal.
7. If a selection is made as a result of this RFP, a contract with fixed/known prices will be negotiated. Negotiations may be undertaken with the proposer who is considered to be the most suitable for the work. The RFP is primarily designed to identify the firm most suitable for the District. Price and schedule will be negotiated with the selected Proposer.
8. This term contract shall be in effect for an initial term of one year upon execution and may cover any debt issue initiated after that time. The contract may be extended for four (4) additional one-year periods at the option of the District.

## INSURANCE REQUIREMENTS

The selected firm shall maintain the following insurance coverage, at a minimum, for the duration of engagement:

- Professional Liability Coverage \$1,000,000 per occurrence
- Auto Liability \$2,000,000 general aggregate
- Workers' Compensation Coverage \$1,000,000 per occurrence
- Certificate of insurance must state that SSJID will be provided with written notice at least thirty (30) days prior to any cancellation (10 days for non-payment of premium)
- Additional insured endorsement language covering SSID's directors, officers, employees, and authorized volunteers.

## PROFESSIONAL SERVICES AGREEMENT

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**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is effective as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **South San Joaquin Irrigation District**, an irrigation district governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and \_\_\_\_\_, (“Consultant”).

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: \_\_\_\_\_

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

Consultant’s key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Labor Classification	Project Role

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a time and materials basis in accordance with the Rate and Fee Schedule attached hereto as **Exhibit B**. The Rate and Fee Schedule shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**5. Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client’s Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days’ approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 7 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

**6. Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

**“CLIENT”**

**“CONSULTANT”**

South San Joaquin Irrigation District  
P.O. Box 747  
Ripon, California 95366-0747  
Attn: Peter M. Rietkerk, General Manager  
Telephone: (209) 249-4600  
Facsimile: (209) 249-4688

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

**7. Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant’s work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.

- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
  - d. Consultant shall not be entitled to any benefits payable to employees of Client.
  - e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
  - f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
  - g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.
- 9. Potential Conflicts of Interest.**
- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
  - b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 7 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.
  - c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 7 of this Agreement.
- 10. Ownership of Work Product.** All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

**11. Indemnification.** Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify District, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

**12. Insurance.** During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **“the South San Joaquin Irrigation District, and each of their respective directors, officers, employees and volunteers”** as additional insureds on the General Commercial Liability and Automobile Liability policies.

**a. Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
  - i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
  - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
  - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, 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 Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
  - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. “The South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Services, Consultant’s insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. **Workers’ Compensation and Employer’s Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker’s Compensation insurance, all of their employees working on or about the construction site, 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. Consultant shall provide employer’s liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Work or providing Services.

- c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.
- d. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all

required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.

- f. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

**13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

**14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

**15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

**16. Compliance With Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section



1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

17. **Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
18. **Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
19. **Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 7. In the event of such notice of termination:
  - a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
  - b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
  - d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.
20. **No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
21. **Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of San Joaquin.
22. **Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the records inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

**23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

**CLIENT**

**CONSULTANT**

\_\_\_\_\_

EXHIBITA

[Consultant]  
Professional Services Agreement  
2019-PSA-XXX

[Date]

## **EXHIBIT "A" SCOPE OF WORK**

EXHIBITA

[Consultant]  
Professional Services Agreement  
2019-PSA-XXX

[Date]

**EXHIBIT "B"**  
**RATE AND FEE SCHEDULE**

**EXHIBIT “C”  
WORKERS COMPENSATION CERTIFICATION**

Labor Code Section 3700 provides, in pertinent part:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . .”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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 Contract.

“CONSULTANT”

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_