



REQUEST FOR PROPOSAL

Comprehensive User Fee Study and Full Cost Allocation Plan

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):

Monday, July 14, 2025, by 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

Comprehensive User Fee Study and Full Cost Allocation Plan

South San Joaquin Irrigation District

NOTICE

1. The South San Joaquin Irrigation District (“SSJID” or “District”) is requesting proposals for a Comprehensive User Fee Study and Full Cost Allocation Plan.

Any inquiries about the RFP shall be submitted in writing to Sonya Williams at sonya.williams@ssjid.gov, on or before, Monday, June 23, 2025, by 4:00 pm.

Proposals will be received until Monday, July 14, 2025, 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

Summary

The District is seeking proposals from qualified consulting firms or individuals (“Consultants”) for a Comprehensive User Fee Study and Full Cost Allocation Plan. A comprehensive fee study has not previously been conducted by the District. The purpose of the requested study is to ensure that the District utilizes overhead rates that accurately reflect the true cost to the District in providing various services. Determination of these costs will enable the District to adopt a fee schedule that will ensure that the District recovers its actual costs in providing the services.

Consultants submitting a proposal must be experienced in the general and technical aspects of special districts. 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 Consultant that can meet or exceed the requirements set forth by the District and provide the highest quality, comprehensive fee study and cost allocation plan at a competitive rate.

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/>.

INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

Proposal Submissions

- a. To be considered, all proposals must be delivered to the SSJID District Office located at 11011 E. Highway 120, Manteca, CA 95336, no later than Monday, July 14, 2025, by 4:00 pm.
- b. Proposals must include all proposal requirements. Proposals must also include the Consultant's fee schedule in a separate, sealed envelope.
- c. Proposals must be valid for a minimum of 90 days.

Inquiries

Inquiries concerning this RFP shall be submitted in writing to Sonya Williams at sonya.williams@ssjid.gov on or before Monday, June 23, 2025, by 4:00 pm.

Estimated Timeline

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

RFP Issued	June 16, 2025
Question Submission Deadline	June 23, 2025
Question Response Deadline	June 30, 2025

Proposals Due	July 14, 2025
Interviews (at District's discretion)	Week of July 28, 2025
Recommendation to Board	August 12, 2025

SCOPE OF SERVICES

There is a separate scope of work for each of the studies. Project tasks shall include, but are not necessarily limited to, those described below. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the submitted proposal. Consultants responding to this RFP shall be prepared to perform the work necessary to provide the services within six to nine months after the initiation of the project. The project consists of furnishing all labor, materials, supervision, and travel necessary to complete the tasks outlined below:

Full Cost Allocation Plan

Prepare the District's Full Cost Allocation Plan, which may include the following elements (if the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal):

1. Work and meet with the selected District staff to refine the project scope, purpose, uses and goals of the District's Full Cost Allocation Plan to ensure that the study will be both accurate and appropriate to the District's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations. This includes where certain services and functions are performed together or shared through cooperation between different departments. Costs should be identified so that they can be allocated to and tracked by the appropriate department.
3. Identify the total cost of providing each District service at the appropriate activity level and in a manner that is consistent with all applicable laws, statues, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, the State Controller's Office Guidelines for Cost Claiming and OMB 2 CFR Part 225 standards.
4. Develop a Cost Allocation Model using the 2025 budget and/or actual data for calculating the full costs of providing each District service. The requirements of the model should allow for:

- a. Additions, revisions, or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b. The ability of the District to continuously update the model and full cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
5. Report on other matters that come to the Consultant's attention in the course of evaluation that in Consultant's professional opinion should be considered by the District.
6. Present the plan to the District's management group and make necessary adjustments as requested.
7. Prepare and deliver a presentation to the District's Board of Directors to facilitate their understanding of the plan and its implications to the District.
8. Work with the Finance and Administration Department in developing service provisions, cost categories, and allocation criteria for current and future programs.
9. Prepare a final report and provide five (5) bound copies, and a PDF file of the Cost Recovery Plan that can be made available to District staff. Models, tables, and graphs should be provided electronically in Excel format. Any Cost Allocation Model revisions developed should also be made available to the District in Excel and PDF formats, providing the ability to add, delete and/or update information as needed.
10. Provide a computer-based model in Excel for adjusting these fees and charges for the District's current and future needs and provide the District with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by District staff to accommodate changes in the organization or changes in costs.
11. Provide support to District staff in the event the District is called upon to defend the cost allocation plan as a result of audits or other challenges.

Comprehensive User Fee Study

Prepare a Comprehensive User Fee Study for the District, which may include, but is not limited to, performance of the following tasks (if the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal):

1. Work and meet with District staff to refine the project scope, purpose, uses and goals of the District's Comprehensive User Fee Study to ensure that the study will be both accurate and appropriate to the District's needs. Review project schedules and answer any questions pertaining to the successful development of the study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the District's processes and operations. Conduct a comprehensive review of the District's existing fees, rates, and charges.
3. Identify the total cost of providing each District service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to, Proposition 26 and Proposition 218.
4. Compare service costs with existing recovery levels. This should include any service areas where the District is currently charging for services as well as areas where perhaps the District should charge, considering the District's practices, or the practices of similar or neighboring districts.
5. Recommend potential new fees and charges for services that the District currently provides but does not presently charge a fee. Recommendations should be based on practices by surrounding special districts or municipalities that may charge for similar services, industry best practices, or the Consultant's professional opinion.
6. Recommend appropriate fees and charges based on the Consultant's analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
7. Prepare a report that identifies each relevant service, its full cost, as provided by the District, and current and recommended cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
8. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other special districts or municipalities in the area or other district in California comparable to the South San Joaquin Irrigation District. A survey comparison of rates and fees with similar districts is required.
9. Report on other matters that come to the Consultant's attention in the course of the evaluation that, in the Consultant's professional opinion, the District should consider.
10. Provide a computer-based model in Microsoft Excel for adjusting these fees and charges for the District's current and future needs and provide the District with an

electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by District staff to accommodate changes in the organization or changes in costs. The requirements of the model should allow for:

- a. Additions, revision, or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities, both simple and complex.
 - b. The ability of the District to continuously update the model and cost allocation plan from year to year as the organization changes.
 - c. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).
11. Prepare and deliver a presentation to the Board of Directors to facilitate their understanding of the plan and its implication for the District and make necessary adjustments as requested.
 12. Provide training to enable staff to update fees on an annual basis.
 13. Prepare a final report and provide five bound copies, and a PDF file of the Cost Recovery Plan that can be made available to District staff. Models, tables, and graphs should be provided in Excel. Any Cost Allocation Model revisions developed should also be made available to the District in Excel and PDF formats, providing the ability to add, delete and/or update information as needed.
 14. Provide support to District staff should it become necessary to defend the District's Comprehensive User Fee as a result of any legal or other challenge

GENERAL

The Consultant may recommend other tasks that it deems appropriate to achieve the objectives set forth in this RFP.

The successful Consultant shall be required to retain all working papers and related supporting documents, including records of professional time spent, for a period of five (5) years after delivery of the required reports, unless notified in writing by the District of the need to extend the retention period. The Consultant further agrees to allow District staff to review such documents upon written request at any time during the retention period.

PROPOSAL FORMAT AND CONTENT

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. The District is requesting one (1) original signed proposal, two (2) copies, and

one (1) electronic copy of the proposal, which must contain, at a minimum, the following information:

1. Letter of Interest: A letter expressing the Consultant's interest in being considered for the project. Include a statement regarding the Consultant's ability to dedicate time, personnel, and resources to this effort. The Letter of Interest must include a commitment to the availability of the Consultants and all key project staff during the planning period and a proposed schedule designed to meet the District's needs for the project.
2. Project Understanding and Approach: A statement demonstrating Consultant's understanding of the proposed project. Describe proposed approach to completing the project successfully, including methodologies and technologies, key milestones and processes. Describe information needed from the District in completing the project. .
3. Relevant Experience: Detail Consultant's experience with Comprehensive Fee Studies, including cost allocation plans for special districts or other public agencies. Please provide a minimum of five (5) specific examples of the Consultant's relevant experience in Comprehensive Fee Studies and Full Cost Allocation Plans. At a minimum, the Consultant should provide a list of the most recent projects for which the Consultant has performed similar services of similar size, scope, and complexity. Include the name, contact person, address, phone number and/or e-mail of each entity for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
4. Project Manager/Key Staff: List the Project Manager and Key Staff that would be assigned to work on the project, including a brief resume detailing their relevant experience, job title, and role/duties each would be assigned in carrying out the project. The Project Manager must be designated and must be the principal contact for the District.
5. Proposed Scope of Services: Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the District's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.
6. Conflict of Interest Statement: The Consultant shall disclose any financial, business, or other relationship with other individuals, businesses, or entities which may have an impact upon Consultant's ability to carry out the Project for the District. . Particular attention should be paid to compliance with Government Code section 1090.
7. Comments on or Requested Changes to Contract: The District's "Professional Services Agreement" attached hereto as "Exhibit A", the Consultant shall identify

any objections to and/or request changes to the standard contract language in this section.

8. Cost Proposal: In a **separate envelope** marked “Cost Proposal,” provide the following:
 - a. A Rate and Fee Schedule: A schedule detailing the hourly rates for the Project Manager, Key Personnel, and any support staff that may be assigned to carry out the work for the project; a schedule of all rates and charges for other services contemplated (e.g. photocopying, etc.).
 - b. Total All-Inclusive Not To Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive, maximum not to exceed price shall contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.
 - c. Manner of Payment: Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the Consultant’s proposal. Interim billings shall cover a period of not less than a calendar month.

CRITERIA FOR SELECTION

A two-step analysis will be employed.

Proposals will initially be evaluated by Staff to verify the qualifications of the Consultant and the appropriateness of the proposal for meeting the District’s needs. Following the initial qualification review, the District will evaluate the cost proposals of those deemed eligible. The District reserves the right to interview any or all responding Consultants and/or to award a contract without conducting interviews.

A recommendation for Consultant selection will be made to the Board of Director’s based on Staff’s “best value” evaluation of the proposals/qualifications, which will take into account the Consultant’s team’s qualifications, comparable experience and cost, as well as consultant’s availability to undertake the project, complete the tasks in a timely manner and deliver a high-quality work product, and ability to comply with the District’s standard Professional Services Agreement.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into

consideration, but the Consultant's capabilities, competence and capacity will be considered as well. The District reserves the right to choose the overall best Consultant according to the District's criteria. The District, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The District's decisions will be final.

SUBMITTAL REQUIREMENTS

Consultants 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, July 14, 2025:

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

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 proposals.
5. The District reserves the right to request additional information or clarifications from any or all respondents to this Request.
6. The selected Consultant will be retained under the terms and conditions contained in the "Professional Services Agreement" attached hereto as "Exhibit A." A Consultant 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 Consultant who is considered to be the most suitable for the work. The RFP is primarily designed to

identify the Consultant most suitable for the District. Price and schedule will be negotiated with the selected Consultant.

INSURANCE REQUIREMENTS

The selected Consultant 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

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: _____