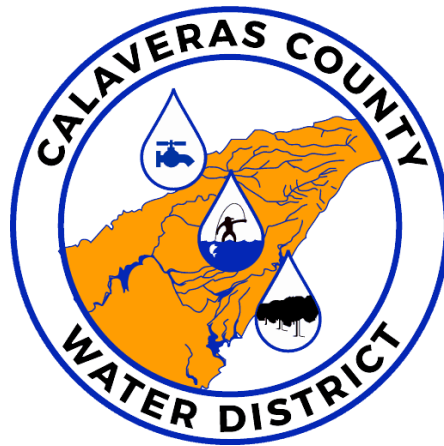


**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**Development of Calaveras County Water District**  
**2020 Urban Water Management Plan Update**



**Calaveras County Water District**  
**Water Resources Department**  
**120 Toma Court, San Andreas, CA 95249**

**Proposal Due Date: Friday, August 14, 2020 at 5:00pm PST**

RFP #60-2021-01 (Release 7/6/2020)

# REQUEST FOR PROPOSALS FOR DEVELOPMENT OF CALAVERAS COUNTY WATER DISTRICT 2020 URBAN WATER MANAGEMENT PLAN UPDATE

## A. PURPOSE

The Calaveras County Water District (District) is seeking professional services from qualified consultants and consultant teams (Consultant) to develop the District's 2020 Urban Water Management Plan (UWMP) in full compliance with the California Urban Water Management Planning Act (Act), as codified in Water Code §10610 through §10657, and the California Department of Water Resources' (DWR) 2020 Urban Water Management Plan Guidebook for Water Suppliers (slated for final release in fall 2020). In coordination with District staff, the Consultant shall submit the adopted UWMP electronically using the reporting system established by DWR, and shall ensure UWMP submission to DWR by the July 1, 2021 submittal deadline (Due Date).

The UWMP is intended to provide DWR, Calaveras County (County) stakeholders, and the public information on District water supplies, water use, water conservation programs, water shortage contingency planning, and water supply reliability in the County under different planning scenarios. The selected Consultant shall provide the full range of services for UWMP development including, but not limited to: water supply and demand data gathering, review and analysis (current and forecast), water supply reliability assessment, water shortage contingency planning (WSCP) updates, population and water shortage analysis, and climate change impact review. The Consultant will be expected to coordinate with District staff on key sections of the UWMP as they are developed and may make presentations to the District Board of Directors (Board) and the public at regularly scheduled Board meeting(s). The Consultant shall also assist the District with making the required notifications to other local agencies and public hearing notifications as specified by the Act.

## B. KEY DEADLINES

California Assembly Bill 2067 mandates that a Board-adopted UWMP must be submitted to DWR by the July 1, 2021 Due Date. Adequate time must be scheduled for UWMP development, District staff coordination and review, and Board/public review of draft documents before submittal (min. 30-days). As such, the anticipated deadline for commencing public review of draft UWMP materials is March 29, 2020 (Draft Deadline). The Consultant should be able to perform all required tasks set forth in the Scope of Services (Section E) while adhering to the Draft Deadline and Due Date.

Proposal packages for this RFP are to be submitted to the District on or before 5:00pm PST on Friday, August 14, 2020 (see Section D for instructions). Proposals received after this date/time will not be considered.

## C. BACKGROUND

The District was organized in 1946 under the laws of the State of California as a public agency for the purpose of developing and administering water resources and wastewater services in the County (i.e., a California “Special District”). The District boundaries encompass approximately 1,080 square miles of land ranging from the San Joaquin Valley to the Sierra Nevada Mountains; located approximately 135 miles east of San Francisco and 65 miles southeast of Sacramento. Land use and socioeconomic conditions are very diverse in the District. With elevations starting at 200 feet in west County nearest the Central Valley, there has been a shift in this area from vast cattle ranching to more residential development over the last century (e.g., Copperopolis/Copper Cove, Valley Springs). Areas in central County, including the Highway 4 Corridor around Angel’s Camp, Murphys, and Arnold, have also seen more residential development and land conversion to permanent crops (e.g., vineyards) over time. Additionally, northern and eastern mountainous and rural parts of the County still host many mining, timber, and tourism (outdoor recreational) activities.

The District currently provides water service to approximately 13,200 municipal and residential/commercial customers in six major water service areas mostly in western and central parts of the County. The District also maintains four major wastewater service areas providing sanitary sewer services to approximately 5,100 customers and some recycled water for irrigation purposes. Most water supplies for the District originate from surface water rights on the Mokelumne, Calaveras, and Stanislaus Rivers, in addition to some limited groundwater supplies from parts of the Eastern San Joaquin Subbasin. Most of District water is accessed from storage in New Spicer Meadow Reservoir in the Stanislaus National Forest, which is operated by the Northern California Power Agency (NCPA) for power generation purposes, and relatively smaller reservoirs located throughout the County.

The District is seeking a qualified Consultant to complete the 2020 UWMP Update, the next in the series of UWMP updates due to DWR every five years (to ensure compliance with legislative changes). Five previous UWMP documents have been completed by the District to date: 1985 (per AB 797), 2002, 2005, 2010, and most recently 2015. These UWMP documents are fundamentally necessary for all facets of water supply and demand planning for the District. More importantly, the District is the only agency in the County which submits an UWMP. As such, many local/County agencies utilize this document and its accompanying analysis to provide guidance in their planning, forecasting, and policy decisions.

## D. RFP SUBMISSION AND PROPOSAL CONTENTS

Proposal packages must adhere to the requirements set forth in this section. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of a submittal.

*It is the proposer's responsibility to ensure proposal packages adhere to requirements, are complete, and are received by the District by the RFP deadline of August 14, 2020 at 5:00pm PST.*

#### D1. Proposal Package Requirements

Proposal packages shall adhere to the following requirements:

- Use 8.5" x 11" paper sheets (fold outs are acceptable for charts, etc.) for printed hard copies.
- Font sizes must be large enough to be easily legible (shall not be smaller than 10 point), including for footnotes and notations.
- Limit to ten (10) pages including any text, figures, maps, and charts, but excluding resumes attachments.
- Deliver one (1) complete electronic copy and six (6) complete hard copies, in a single sealed envelope, to the following address:

*Proposal Submission Address:*

2020 UWMP Update RFP  
Calaveras County Water District  
120 Toma Court  
P.O. Box 846  
San Andreas, CA 95249

#### D2. RFP Contact

The District's Water Resources Program Manager will serve as the District primary Point-of-Contact (POC) for this RFP and 2020 UWMP Update. Any questions, inquires, and matters of coordination regarding this RFP may be submitted to the primary POC (or secondary POC if unavailable) using the information below:

*Primary POC Contact Information:*

Brad Arnold, PE  
Water Resources Program Manager  
Phone: (209) 754-3094  
E-mail: brada@ccwd.org

*Secondary POC Contact Information:*

Rebecca Hitchcock  
Executive Assistant/Clerk to the Board  
Phone: (209) 754-3028  
E-mail: rebeccah@ccwd.org

#### D3. Proposal Contents

All responses to this RFP must contain the following information:

1. Cover Letter. Present the Consultant's understanding of UWMP update process and the methodology which will be used for the 2020 plan update cycle. Maximum two-pages including the name(s) and address(es) of the organization(s) submitting the proposal, together with the name, address, telephone and fax (if available) numbers, and e-mail address of the primary Consultant Point-of-Contact who will be authorized to represent the organization(s). Cover Letter should also state the Consultant's acceptance of the District's

Standard Agreement format, as provided in Attachment 2. If the Consultant wishes to propose any changes to this format, such changes should be outlined in the Cover Letter.

2. Table of Contents.
3. Consultant Qualifications. Include a description of the Consultant's resources, experiences, and capabilities as they relate to developing a UWMP update, as well as resumes of the staff to be assigned to this project. This shall include the following information:
  - Firm organizational structure;
  - Staff background and qualifications;
  - Staff planned roles and responsibilities (for this and other similar UWMP updates);
  - Quality control/quality assurance procedures (cost controls).
4. Detailed Work Plan. Describe the proposed approach and activities to be accomplished in order to ensure successful completion of the District's 2020 UWMP Update, including defining tasks and anticipated dates of completion of these tasks. Incorporate Key Deadlines indicated in Section B (Draft Deadline and Due Date). Work Plan shall include a one (1) page Gantt Chart or similar schedule figure with tasks and dates identified.
5. Price Estimate. Provide breakdown of costs by hour and by task contained in the Work Plan in Section 4. Include a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone expenses, etc. The only reimbursable cost will be the print and binding of the final report for each of the completed District's UWMP hard copies. The District reserves the right to negotiate the scope of work, overall price estimate, and hourly rates prior to entering into a contract with the selected Consultant.

*In this section, Consultants are required to indicate a 'Total Fee' proposed to the District for development of the 2020 UWMP Update.*

6. Experience Summary. Description of knowledge and experience in developing UWMP documents for other agencies, regardless of agency size and service area, along with a discussion comparing similarities with this RFP. Include professional references, including agency contact name(s) and telephone number(s) for each example. As practical, include web links to example UWMP documents.

#### D4. RFP Disclaimers

*The District reserves the right to reject any or all responses received as a result of this RFP; extend the submission due date; to modify, amend, reissue or rewrite this document; and, to procure any or all services by other means.*

*The District shall not be liable for any costs incurred by the Consultant for the preparation of proposal contents.*

*Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the Consultant.*

## E. SCOPE OF SERVICES

The work will require the selected Consultant to perform the services as specified in Attachment 1.

## F. SELECTION PROCESS

Evaluation of the proposal package, including all qualification statements, work plans, price estimate, and other contents specified in Section D, will consist of two steps identified below. The evaluation and Consultant selection committee will be comprised solely of District representatives.

1. Evaluation of proposals for purpose of identifying and ranking the most-qualified Consultants. Proposal review will focus on the following criteria:
  - Proposal package organization (15%): breadth and quality of services offered, compatibility with Scope of Services requested, and sufficient depth/capacity for workload. *Adherence to proposal contents identified in Section D.*
  - Project understanding and approach (25%): demonstration of understanding and experience in preparing UWMPs or similar planning documents, including conducting data analysis and calculations required by DWR Guidebooks. Detailed understanding of 2020 UWMP Update and new requirements since last update.
  - Project schedule (25%): thoroughness of project schedule and ability to complete 2020 UWMP Update within key deadlines per Section B.
  - Total Fee (30%): thoroughness of price estimate details and proposed Total Fee to perform services specified in Attachment 1.
  - Familiarity with County/local resources (5%): given the complex and diverse District responsibilities, some familiarity with County issues or work with similar sized agencies is desired (but not required).

The District typically does not provide feedback to unsuccessful applicants for specific RFPs, and additional consideration will not be given to follow-up materials or requests for revisions to rankings.

2. Negotiation of contractual details with the Consultant ranking as most-qualified to perform the work specified in this RFP, including establishment of a Total Fee acceptable to the District. Contractual language will be based on the District's Standard Agreement format (Attachment 2) unless proposed changes are identified by the Consultant in the proposal package Cover Letter, if acceptable to the District. The District reserves the right to choose to negotiate with another qualified proposing Consultant should the District not be able to negotiate the Total Fee and/or other conditions to its satisfaction.

Once selected by the District to move forward with this effort, the successful Consultant will be given a written 'Award of Contract' and 'Notice to Proceed'. Following closure of the RFP on August 14, 2020, it is anticipated that the Contract Award will be provided to the Consultant by September 4, 2020 with the Notice to Proceed provided by September 18, 2020. These dates are subject to change given timing of District-Consultant negotiations, among other unanticipated factors.

## G. ADDITIONAL NOTICES

Any questions related to this RFP should be sent to the District POC identified in Section D. Additionally, Consultants responding to this RFP should note the following:

- The selected Consultant shall be expected to perform and complete the project, the development of the District's 2020 UWMP Update, in its entirety. Satisfactory completion of this project by the Consultant follows review and written approval of the UWMP by DWR.
- The District ensures that all Consultants interested in this RFP will be afforded full opportunity to submit proposal packages and will be considered for award. Applicants will not be discriminated against on the basis of staff race, color, national origin, ancestry, sex or religion in consideration leading to an award of contract. Selected Consultants shall be solely responsible to ensure against discrimination in their own employment practices as required by applicable State and Federal Equal Employment Opportunity laws.
- All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not. Any Consultant submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated and referred to in the RFP, and other contract documents, and to full compliance therewith.
- All work performed by the District, including all documents and computer software files associated with the UWMP update, will become the exclusive property of the District. Proposals must indicate if the Consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District.

## ATTACHMENTS

- Attachment 1 – Scope of Services
- Attachment 2 – Standard Agreement Format

## ATTACHMENT 1: SCOPE OF SERVICES

### A1. Service Expectations

The Scope of Services for this RFP shall involve all necessary analyses, research, development, and documentation preparation to meet the DWR mandates for the 2020 UWMP Update. The Consultant will ultimately be responsible for writing the District's 2020 UWMP Update under the criteria provided by DWR in the 2020 Urban Water Management Plan Guidebook for Water Suppliers (Guidebook) (slated for final release in fall 2020), and will be responsible for ensuring that the 2020 UWMP Update meets all requirements therein to satisfy the District's obligations under the Act. The basic services required for developing the 2020 UWMP Update will include, but is not limited to, data collection and analysis, write-up(s) of required sections, word processing, data presentation, preparation of report, and coordination of information with District staff, DWR, and outside agencies.

### A2. Reference Documents

The Consultant will be provided copies of the District's prior UWMP documents for reference in developing the 2020 UWMP Update (see Section C). Other background technical and planning information will also be made available to the Consultant to assist them in completion of the UWMP. Some information provided or contained in the prior UWMP documents may require updates or revisions to be applicable for the 2020 UWMP Update, or to better match changes in District operational conditions, as such, the Consultant will be expected to work closely with the District POC to determine which info/data are adequate for development of this UWMP.

### A3. Services

The Scope of Services is comprised of the following tasks:

#### *Task 1 – Meetings and Project Coordination*

This task is for general project management as part of 2020 UWMP Update development by the Consultant for the District.

The Consultant will be expected to meet with District staff throughout development of the 2020 UWMP Update to discuss project parameters, scheduling constraints, and other relevant information regarding services by this RFP. The first of these meetings will be a 'kick-off' meeting following selection of the Consultant. The Consultant should also plan on monthly project update meetings with District staff.

The Consultant shall prepare a detailed schedule of the project incorporating the key deadlines specified in Section B. It shall be the responsibility of the Consultant to review and become familiar with all pertinent data for completion of the UWMP.

#### *Task 2 – Information and Data Collection*

The Consultant shall collect information and data in order to update UWMP contents (e.g., water demand projections for a 20-year period through 2040). Necessary data for this task includes, but are not limited to:



- Demographic data from local General Plans, County data, the 2010 U.S. Census, etc. (e.g., population, housing unit and employment projections, etc.);
- Historic and current water supply and demand data by system service area and customer class (existing potable and non-potable, future County potable and non-potable, distribution system losses, low income households, etc.);
- Data to estimate impacts of the current and future system demands towards baseline and interim targets (GPCD) and water use reduction plans;
- Historical and current water savings estimates from District/County conservation programs;
- On-going drought contingency and demand management measures;
- Any other information the Consultant feels is necessary or beneficial to this task.

### *Task 3 – Data Analysis and Evaluation*

The Consultant will provide data review and analysis, development of water supply and demand projections, and analysis of drought contingency and demand management measures to District staff. All 2020 UWMP Update contents shall be developed according to the Guidebook or by request of District staff.

### *Task 4 – UWMP Content Updates*

The first part of 2020 UWMP Update development involves updating content from the prior UWMP document(s), specifically the 2015 UWMP, to revise data and information to 2020 standards and Act requirements. Beyond review and potential minor revisions to District background information, the Consultant shall develop the following using the information from Tasks 2 and 3: water supply and demand forecasts, water loss audits (per SB 555), Water Shortage Contingency Plan, and associated forms and tables per the Guidebook.

### *Task 5 – Develop New UWMP Content*

The second part of 2020 UWMP Update development is producing new content to satisfy legislative and other requirements under the Act, per the Guidelines. The Consultant shall develop the following information using the information from Tasks 2 and 3: methodology for Water Supply and Demand Assessments, compliance reporting for SBx7-7 targets, conservation reporting (per AB 1668/SB 606), drought risk assessment, reporting on water loss standards, address water system seismic risk mitigation and vulnerability, consistency with Eastside San Joaquin Groundwater Basin Groundwater Sustainability Plan (GSP), calculation of energy intensity of water, climate change impact review, and water savings estimates from codes and standards. Given the extent of and time needed for development of these items District staff will plan to work with the Consultant, and may plan to lead specific analyses, for completion of this new content.

### *Task 6 – District/Board Presentations*

As key sections of the UWMP are developed, the Consultant may be asked to make presentations to District staff and/or the Board at publicly scheduled meetings (in conjunction with District staff). The Consultant should plan on at least one such Board meeting, likely following completion of the second draft report. The purpose of these presentation(s) will be to solicit staff and/or Board and public input in advance of developing the final UWMP. The Consultant shall also assist District staff in making the required notifications to other local agencies and public hearing notifications specified by the Act.

***Task 7 – First Draft Report***

The Consultant shall develop a first (“initial”) draft UWMP provided to the District for staff and public review. This draft shall be provided in electronic Word format document form (.doc or .docx), along with three (3) printed hard-copies.

***Task 8 – Second Draft Report***

Following review of the first draft and identification of any remaining data needs and/or required chapters of the UWMP, the Consultant shall develop a second draft UWMP provided to the District of staff and public review. For the second draft the Consultant shall incorporate the checklist developed by DWR in the Guidebook, as a reference to UWMP contents in order to assist DWR staff with their review and ensure all requirements are met. This draft shall be provided in electronic Word format document form (.doc or .docx), along with three (3) printed hard-copies.

*Completion of the second draft shall be completed for the Draft Deadline specified in Section B.*

***Task 9 – Final Plan and Deliverables***

In conjunction with District staff, the Consultant shall provide a final version of the 2020 UWMP Update. The final plan shall be provided to the District in electronic Word format document (.doc or .docx) and PDF formats, along with ten (10) printed hard-copies.

The Consultant shall also provide to the District all supporting documentation, in electronic formats as directed by District staff, including, but not limited to, the following:

- Geographic Information Systems (GIS) files;
- Draft word processing files (e.g., Word documents);
- Draft database and other data management files (e.g., Excel documents);
- Documentation detailing any UWMP assumptions;
- Documentation showing how calculations were derived;
- Methodology for water supply and demand analysis;
- Methodology for service area population;
- Methodology for residential and non-residential growth;
- Any other data and/or information necessary for development of the UWMP.

***Task 10 – Adoption/Submittal***

The Consultant will be expected to provide expertise, and to assist District staff with the draft and final agendas for Board presentation(s). The Consultant shall coordinate with District staff regarding UWMP adoption by the Board, assuring that local agencies and other stakeholders received the final UWMP for review within 30 days of adoption. This assumes notification requirements for the public hearing, and submittal of draft UWMP documents to all appropriate State, local agencies, and other County stakeholders are met.

The Consultant shall also coordinate the posting notice and submittal of the Final UWMP to DWR electronically (as required/requested by DWR). *The Consultant should ensure that adoption by the Board and submission to DWR are completed by the July 1, 2021 Due Date.*

## **ATTACHMENT 2: STANDARD AGREEMENT FORMAT**

The following pages illustrate the District's Standard Agreement Format, intended as the basis for agreement with the Consultant to perform the services contemplated in this RFP. Per Section D, if the Consultant wishes to propose any changes to this format, such changes should be outlined in the proposal package Cover Letter.

**Professional Services Agreement  
with  
Calaveras County Water District  
PO Box 846 – 120 Toma Court  
San Andreas, CA 95249  
Telephone 209-754-3543 Fax 209-754-1120**

*The terms on subsequent pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.*

**To:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      **Fax:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Date:** \_\_\_\_\_      **Agreement No.** \_\_\_\_\_

**Purchase Order No.** \_\_\_\_\_

**The undersigned Consultant offers to furnish the following:** Provide the Calaveras County Water District (District) with \_\_\_\_\_, in accordance with the Scope of Work dated \_\_\_\_\_, 2020, attached hereto and incorporated herein as Attachment A.

**Contract Price:** Not to exceed \$ \_\_\_\_\_, at the rates specified in Attachment B.

**Completion Date:** Completed by \_\_\_\_\_, 20\_\_\_\_.

For Technical Direction by the District: District project manager contact info below:

\_\_\_\_\_

For Direction by Consultant: Consultant project manager contact info below:

\_\_\_\_\_

**Accepted:** Calaveras County Water District      **Consultant:** \_\_\_\_\_

**By:** \_\_\_\_\_      **By:** \_\_\_\_\_

Michael Minkler, General Manager      **Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_, 2020      **Date:** \_\_\_\_\_, 2020

Consultant agrees with Calaveras County Water District (District) that:

- a. Hold-Harmless. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Calaveras County Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Indemnification. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless Calaveras County Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the negligent or reckless performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Calaveras County Water District, its directors, officers, employees, or authorized volunteers.
- d. Workers Compensation. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-Consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. A sole-proprietor exempt from the requirements to provide such coverage, with no employees or using no sub consultants, shall so certify on the form provided by the District.
- e. Professional Liability. Consultant will file with Calaveras County Water District, before beginning professional services, a certificate of insurance satisfactory to the Calaveras County Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to Calaveras County Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Calaveras County Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- f. General Liability. Consultant will file with Calaveras County Water District, before beginning professional services, certificates of insurance satisfactory to Calaveras County Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Calaveras County Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Calaveras County Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Calaveras County Water District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by Calaveras County Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- g. Insurance Notification. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Calaveras County Water District at least ten (10) days prior to the expiration date.
- h. Direction/Orders. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)," subject to the limitations of paragraph "Changes", below. An Amendment to this Agreement will be issued in writing, incorporating Consultant's scope and mutually agreed-upon price and estimated schedule for completion. A fully executed Revised Purchase Order incorporating the additional/changed scope and price, shall also be issued, with a copy provided to Consultant.
- i. Invoices. Consultant shall submit to the District monthly invoices for time and expenses subject to the contract limitation. Invoices shall reference the Purchase Order and project number shown on the purchase order form. Each invoice shall also include the total invoiced and paid to date, and the remainder outstanding. Invoices received without this information shall be returned to Consultant unpaid, for revision and re-submittal. Invoices shall be submitted to:
- Calaveras County Water District  
PO Box 846  
San Andreas, CA 95249
- j. Payment. Payment, unless otherwise specified, is to be 30 days after receipt of an invoice deemed acceptable in accordance with paragraph h., above, by Calaveras County Water District and its acceptance in meeting the criteria of this Agreement.

- k. Permits. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- l. Changes. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a Agreement Amendment executed by the General Manager of Calaveras County Water District.
- m. Assignment. Consultant shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the express prior written consent of the Calaveras County Water District.
- n. Termination. Either party may terminate this agreement upon ten (10) calendar days' written notice to the other, and identifying the Consultant's final work date. In the case of such termination Consultant shall provide the Calaveras County Water District a final invoice for work performed and expenses incurred prior to termination within 30 calendar days following the final work date provided in the notice of termination. No additional invoices will be accepted nor charges paid by the Calaveras County Water District after this 30-day final invoicing period.
- o. Products. All work products resulting from this Agreement, including documents and reports, drawings, models, specifications, computer drawings and other electronic expression, and the like that may be drafted, assembled, compiled, or obtained by Consultant during the performance of assigned tasks, and delivered to the Calaveras County Water District as Consultant's work product shall be the property of the Calaveras County Water District for its exclusive use.
- p. Provided Information. Calaveras County Water District shall furnish the Consultant with drawings, specifications and schedules necessary to perform the work.
- q. Third Parties. The services to be performed by Consultant are intended solely for the benefit of the Calaveras County Water District. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder. Notwithstanding the foregoing Consultant understands and agrees that Calaveras County Water District will be submitting the report to various State and/or Federal agencies for their review. Consultant agrees that the agencies receiving the report may and will rely on its accuracy. Moreover this section in no way impairs Calaveras County Water District's rights to indemnity from Consultant as provided in this agreement, including any claims by third parties, whether or not, such claims are based upon the services provided by Consultant pursuant to this Agreement.
- r. Access to Records. Consultant shall provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- s. Record Retention. Consultant shall retain all required records for three years after the Calaveras County Water District makes final payments and all other pending matters are closed.

Attachments

- A – Professional Scope of Services *[To Be Developed]*
- B – Consultant Rates and Charges *[To Be Developed]*