December 19, 2019

REQUEST FOR PROPOSALS

2020 TRI-VALLEY PUBLIC INFORMATION PROGRAM ON WATER SUPPLY RELIABILITY

Dear Consultant:

We are pleased to extend an invitation to your firm to submit a proposal for 2020 Tri-Valley Public Information Program on Water Supply Reliability. The enclosed request for proposal includes the anticipated scope of work, RFP timetable, minimum qualifications and experience, proposal requirements, and Zone 7’s Standard Agreement and insurance requirements for your review.

The proposals will be ranked by a selection panel according to scores based on pre-established review criteria. Firms may be invited for an oral interview, if needed.

Please contact me by email with questions on the RFP at abradley@zone7water.com. Thank you for your interest and participation in this process.

Sincerely,

Alexandra Bradley
Communication Specialist
2020 TRI-VALLEY PUBLIC INFORMATION PROGRAM ON WATER SUPPLY RELIABILITY SCOPE OF WORK

INTRODUCTION

Zone 7 of the Alameda County Flood Control and Water Conservation District (Zone 7 Water Agency or Zone 7) is soliciting proposals for a public information program related to water supply reliability and the need to invest in additional water supplies in the Tri-Valley area. This public information program is a joint effort of Zone 7, the Dublin San Ramon Services District, the City of Pleasanton, the City of Livermore, and the California Water Service Company. This Request for Proposals (RFP) provides background on Zone 7 and the project partners; describes the project and goals; presents a sample scope of work and schedule; and lists the information that must be included in the proposal.

Tri-Valley Water Agencies

As the water wholesaler for the Livermore-Amador Valley, also commonly referred to as the Tri-Valley, Zone 7 Water Agency supplies treated water to four retail water supply agencies (Retailers): California Water Service Company – Livermore District (Cal Water), Dublin San Ramon Services District (DSRSD), City of Livermore (Livermore), and City of Pleasanton (Pleasanton).

The Retailers deliver water for municipal and industrial (M&I) purposes within their individual service areas, which include the cities of Livermore, Pleasanton, Dublin, and a portion of San Ramon (Dougherty Valley). Zone 7 and the Retailers are collectively referred to as “Tri-Valley Water Agencies” in this RFP. The Tri-Valley Water Agencies currently serve approximately 260,000 people, with population expected to grow to approximately 300,000 people by buildout around 2040.

Most of the region’s potable water supply served by Zone 7 and the retailers is imported, not local. Currently, about 70% of the total supply comes from the State
Water Project (SWP) via the Delta. Locally produced recycled water for irrigation supplies about 10% of total supply. Zone 7 stores excess imported surface water in the local groundwater basin, remote groundwater banks in Kern County and in San Luis Reservoir. Zone 7 provides about 80% of the total supplies served to the region.

The recently completed 2019 Water Supply Evaluation is Zone 7’s planning document that estimates future water supply demands and analyzes the ability of Zone 7 to meet those demands with the existing water supply portfolio and the need to invest in additional water supply and reliability projects. The 2019 Water Supply Evaluation shows that the region will have a supply deficit in the future and demonstrates a clear and urgent need for actions to develop additional water supply. Furthermore, other projects that could increase storage or provide alternative conveyance should also be considered for improved system reliability. These projects include transmission projects, water storage projects, and water supply projects, referred to collectively as “water supply reliability projects”. Zone 7 is therefore evaluating participation in or development of a number of water supply reliability projects such as the Los Vaqueros Reservoir Expansion, Bay Area Regional Desalination Project, Delta Conveyance, Potable Reuse, Sites Reservoir, and water transfers. None of these projects are certain and all will have significant costs.

The goals of this public information program are to educate the Tri-Valley community about current and future water supply conditions, threatened long-term water supply reliability, the need to invest in additional projects to meet future water reliability and supply needs, the risks and costs associated with these projects and to increase public awareness and acceptance of these efforts. The long-term goal is to engage the community and key stakeholders to increase their understanding of current and future water supply challenges, and the solicit community support of additional water supply reliability investments.

It is anticipated that the work on this program will be managed by a joint program team from the Tri-Valley Water Agencies, with Zone 7 serving as the chairperson, facilitator, and administrative manager of the consultant contract.

**SCOPE OF WORK**

The selected consultant will review studies and reports to gain an understanding of the Tri-Valley water supply situation and will develop a public information program that is anticipated to last up to two years. Key studies to read are on the Zone 7 website and include (but aren’t limited to):

- 2019 Water Supply Evaluation Update
- Water Storage and Conveyance 101
- Joint Tri-Valley Potable Reuse Technical Feasibility Study (May 2018)
- 2015 Urban Water Management Plan
The Tri-Valley Water Agencies anticipate a total effort not to exceed $300,000, not including agency staff effort which will augment the consultant’s work.

The consultant, in coordination with the Tri-Valley Water Agencies, will develop, execute, evaluate, and update as needed a public information program. The consultant’s scope could include the following elements:

Develop a set of key messaging points for different audiences in the Tri-Valley region, including but not limited to the public at large, local government, civic groups and the business community.

Assist with the development and distribution of messages targeting the Tri-Valley Water Agencies’ stakeholders through a variety of platforms including but not limited to print media, websites, streaming audio and video presentation and links to common social media, blogs and podcasts. Design and create a schedule for strategic posts to Zone 7 and retailer social media platforms, including, but not limited to, Facebook, Instagram, Twitter and Nextdoor.

Draft and edit important documents that are developed for this program, such as power point presentations, press releases, newsletters, infographics, brochure materials, position papers and project descriptions, through a variety of platforms including video, radio, print, direct mail and digital and internet marketing. These documents should be in a form that would be usable by all the Tri-Valley Water Agencies. Materials provided should be easily used for speaker engagements with civic and community organizations.

Provide recommendations and maintain protocols for strategic communication that could include on-going training and development of talking points for use by elected officials and key staff of the Tri-Valley Water Agencies.

Perform media production services including but not limited to creative concepts, graphic design, videography, photography, copywriting, press and printing.

Seek out non-traditional value-added media opportunities such as editorial opportunities.

Create and maintain a detailed project plan that describes the full scope of work.

Evaluate the effectiveness of the strategies and milestone points over the life of the contract to determine the effectiveness of the outreach program, and if necessary, make adjustments.

Work in conjunction with Zone 7 and its retailers and other key partners.
Develop partnerships and promotions with businesses, civic groups, schools and local governments. Design informational materials to engage these communities. Develop community champions within local businesses and create sector specific outreach materials and public awareness/distribution plan.

Brochures/Collateral Materials. Provide design and printing management service for new materials.

Other elements that the selected consultant anticipates will be needed to meet the program goals.

Other Services. Provide other services as needed.

**RFP TIMETABLE**

- RFP issued – December 19, 2019
- Written questions due – January 15, 2020
- RFP response due – January 29, 2020, by 4:00pm
- Interviews with finalist firms – February 19, 2020
- Approximate award date – March 18, 2020

**QUALIFICATIONS/EXPERIENCE**

The ideal firm will have a minimum of five years of demonstrated professional experience in communications, including experience and knowledge of the branding process with demonstrated examples; understanding of identity standards, as related to writing, design, photography and outreach; ability to use non-traditional communication and outreach tools; ability to complete projects with established timelines; in-house creative, graphic design, copywriting, planning and project management capabilities with a general understanding of the activities of special district water utilities and municipal water utilities. The consultant shall have at least two years of experience with a municipal utility of special district.

**PROPOSAL REQUIREMENTS**

The following information is to be submitted as part of the proposal:

- **Introduction and Executive Summary** – 2 pages maximum
  Submit a letter of introduction and an executive summary of your qualifications in response to this RFP.

- **Project Approach** – 4 pages maximum
Describe your firm’s approach and any special ideas and techniques of suggestions that you believe will make for a successful partnership. Include an understanding of the consultant’s role in providing services as described in the RFP Scope of Work.

Qualifications and Experience – 6 pages maximum

Include a brief description of the firm’s size as well as the organizational structure, and a discussion on the firm’s stability, capacity and resources. The proposal shall contain a list of the key individuals who will be assigned to the project, their qualifications and disciplines, and each individual’s degree of commitment. Include brief resumes of the Project Manager and key technical/professional staff to be assigned to this project. Discuss how key staff’s experience in similar projects will be utilized. Full resumes should be provided as an appendix.

Previous work examples should be provided in an appendix and should include branding and identify development; graphic design such as brochures or advertisements; copywriting for an audience such a newspaper editorial; press releases; digital media development.

Cost Proposal – 1 page

Provide a cost proposal for the public education program indicating the level of effort in developing a program/plan, creating materials, and implementing and managing the plan at a cost not to exceed $300,000.

References – 1 page

Provide the names, email addresses and telephone numbers of three references who will attest to your firm’s ability to understand and complete similar type projects on time and within budget.

Availability

A statement of current workload and availability to accommodate the scope of work.

Contractual Requirements

Proposing firm must review, acknowledge, and accept contractual requirements as outlined and meet minimum insurance requirements. See Sample Service Agreement and Insurance Requirements attached.
AGREEMENT BETWEEN ZONE 7 WATER AGENCY OF
THE ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AND
NAME OF CONSULTANT/CONTRACTOR

THIS SERVICES AGREEMENT ("Agreement") is dated this ______ day of
______________, 20___, in the City of Livermore, State of California, by and
between __________________, hereinafter referred to as ("Consultant") and ZONE 7 of
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("District").

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Scope of Services. The Consultant shall perform all services described
in Appendix A ("Services"), for the compensation set forth in Appendix B
("Compensation"), which appendixes are attached and made a part of this
Agreement.

2. Term. The Contract Term shall be __________. All Services
whenever performed shall be deemed performed under this Agreement, and all
compensation paid to Contractor on account of the Services performed shall be deemed
as payments of the Compensation.

3. Maximum Compensation. Notwithstanding anything in this Agreement
to the contrary, the maximum amount of money which the District shall be obligated to
pay Consultants under this Agreement is $______________ (spell out in words).

4. Standard of Performance. Consultant represents that it possesses all
necessary training, licenses and permits to perform the Services, and that its
performance of the Services will conform to the standard of practice of a specialist in
performing services of like nature and complexity of the Services.
Should service agreement become work on “Public Work”: A contractor consultant or subcontractor sub-consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter [1770-1784 Labor Code], unless currently registered and qualified to perform public work pursuant to Section 7029.1 of the Business and Professional Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

5. **Subconsultants.** Consultant shall perform the Services using the personnel and subconsultants listed in Appendix A. Consultant represents that it has and shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of this Agreement to the extent of their scope of services. Consultant may substitute such personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon District written consent, which may be withheld or delayed in District discretion.

6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. **Indemnification and Liability.** Consultant shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless the District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person or employee), expense and liability of every kind, nature and description that arise from (1) Consultant’s negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control, or (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of
the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, or (4) any breach of this Agreement (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement. If the services under this Agreement are for a construction project as defined in Civil Code Section 2782, then this provision shall apply to the extent permitted by that code section.

8. Notices. District and Consultant shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551
Attn: General Manager

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

9. Insurance. Consultant shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

10. Independent Contractor. Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be
construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services, including but not limited to any applicable City of Pleasanton business tax, not explicitly assumed in writing by District hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

11. Conflict of Interest.

11.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Water Conservation District and its Zone 7 Water Agency and their reporting requirements.

12. Confidentiality.

12.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District or its tenants. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to District interests where such confidential information could be used adversely to District interests. Consultant
agrees to notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

12.2 Any publicity or press releases with respect to the Project or Services shall be under District sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District prior written consent. Consultant shall have the right, however, without District further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.3 The provisions of this Section shall remain fully effective indefinitely after termination of Services to District hereunder.

13. Suspension and Termination of Services. (i.) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District written notice to Consultant demanding such cure. In the event District terminates Consultant’s right to proceed under this Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District best interests. In the event District terminates performance of the Services for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date up to but not exceeding the Agreement value of the services performed, but may recover no other cost, damage or expense. In all cases, Consultant shall terminate those portions of the Services specified and no compensation shall be due for any such Services performed after the date of termination or suspension.
14. **Ownership of Work Product.** Any interest (including copyright interests) of Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works and any former works created by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works when and as created. With District prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

15. **Audit/Inspection of Records.**

15.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

22. 15.2 The Consultant shall maintain full and adequate records to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of District at 100 North Canyons Parkway, Livermore, California 94551, the Consultant shall, upon request of District, make such books and records available to District for inspection at a location within said fifty (50) mile radius or Consultant shall pay to District the reasonable, and necessary costs incurred by District in inspecting Consultant’s books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the
right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by District, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after District makes the final or last payment or within three (3) years after any pending issues between District and Consultant with respect to this Agreement are closed, whichever is later.

16. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City and County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. **Non-Judicial Administrative Claim Settlement Procedure For Consultant Claims.** In the event of any dispute between Consultant and District regarding any claim, demand or request by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Consultant shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant’s theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Consultant’s fully documented administrative claim; may conduct an administrative hearing, in which case Consultant shall attend, present documentation and information as requested; and District will then make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and District decision thereon shall be an unwaivable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 et seq., (iii.) any and all such Government Code Claims in connection with this Agreement shall
be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

18. **No Special or Incidental Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

19. **California Law.** This Agreement shall be deemed to have been executed in the City of Pleasanton or Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another venue. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. In the event of litigation, the terms of this agreement shall be enforced first, and only when an answer to a dispute is not found in the terms of the Agreement, then by reference to California law.

20. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.
22. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Agreement. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

23. **Statutes of limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for damages resulting from latent defects in performance, for which the statute of limitation shall begin running upon discovery of the damages, the defect and its cause.

24. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

25. **Survival of Provisions.** Except as otherwise separately and expressly provided by the District in writing, the provisions of this agreement shall survive any expiration, breach, or termination of this Agreement, and any completion of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.
“District” ALAMEDA COUNTY FLOOD
CONTROL and WATER CONSERVATION DISTRICT,
ZONE 7

By: ________________________________

Valerie Pryor, General Manager

“Consultant” (Name) ________________________________

a ________________________________ corporation,

By: ________________________________

____________________________________
Print Name and Title

(If Corporate Chairman, President or Vice President)

Tax I.D. Number _______________________

Include Company Main Address
INSURANCE

This is an appendix attached to, and made a part of, the Services Agreement dated ____ ___________ (“Agreement”) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 commonly known as ZONE 7 WATER AGENCY (“District”) and ____________ (“Vendor”), for the provision of services agreement (“Services”).

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

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

1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. Workers’ Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies
regardless of whether or not the District has received a waiver of subrogation from the insurer.

4. Professional Liability - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriates to the Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

2. Primary Coverage: For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

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

Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

Other Contractual considerations:

Professional Services – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as
computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

If Technology Vendor Provider - include:

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.