

# **Zone 7 Water Agency**

100 North Canyons Parkway  
Livermore, CA 94551



Request for Proposal (RFP) No. 2022-12  
for  
Tree Inventory and Related Services

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**Table of Contents**

<b>I.</b>	<b>INTENT .....</b>	<b>1</b>
<b>II.</b>	<b>DESCRIPTION OF THE AGENCY .....</b>	<b>1</b>
<b>III.</b>	<b>SCOPE OF SERVICES .....</b>	<b>2</b>
	<i>Task 1: Tree Inventory .....</i>	<i>2</i>
	<i>Task 2: Incidental Mapping of Invasive Trees.....</i>	<i>3</i>
	<i>Task 3: Data Management.....</i>	<i>4</i>
<b>IV.</b>	<b>REFERENCE MATERIALS .....</b>	<b>5</b>
<b>V.</b>	<b>SCHEDULE .....</b>	<b>5</b>
<b>VI.</b>	<b>FIELD TOUR (OPTIONAL) .....</b>	<b>5</b>
<b>VII.</b>	<b>QUESTIONS .....</b>	<b>6</b>
<b>VIII.</b>	<b>SUBMITTAL INSTRUCTIONS .....</b>	<b>6</b>
<b>IX.</b>	<b>PROPOSAL CONTENT .....</b>	<b>7</b>
<b>X.</b>	<b>EVALUATION AND SELECTION .....</b>	<b>9</b>
<b>XI.</b>	<b>CONTRACT AWARD .....</b>	<b>10</b>
<b>XII.</b>	<b>TERMS AND CONDITIONS .....</b>	<b>10</b>

**FORM 1:** Exceptions or Deviations

**Exhibit A:** Channel Ownership Map

**Exhibit B:** Channel Typical Cross-Sections

**Exhibit C:** Asset Essentials – GIS Guide / Best Practices

**Exhibit D:** Sample Services Agreement and Insurance Requirements

## **I. INTENT**

Alameda County Flood Control and Water Conservation District, Zone 7, dba Zone 7 Water Agency, (hereinafter referred to as “the Agency”) is requesting proposals for the purpose of completing a tree inventory and related services to support Zone 7’s ongoing vegetation maintenance program.

## **II. DESCRIPTION OF THE AGENCY**

### **A. Zone 7 Water Agency**

Zone 7 is one of ten active zones of the Alameda County Flood Control and Water Conservation District, and is a special district established by State legislature in 1949. On June 18, 1957, Livermore-Amador Valley voters overwhelmingly approved creation of Zone 7 Water Agency in order to place under local control, through a locally elected board of directors, the vital matters of flood protection and water resource management in eastern Alameda County.

Today, Zone 7 supplies treated drinking water to retailers serving over 265,000 people in Pleasanton, Livermore, Dublin and, through special agreement with the Dublin San Ramon Services District, to the Dougherty Valley area and supplies untreated water for irrigation of 3,500 acres, primarily South Livermore Valley vineyards. Zone 7 also manages the stormwater flows into the Livermore-Amador Valley area within the major drainage channels of the Valley floor and administers oversight of the local groundwater basin—the Livermore Valley Groundwater Basin.

### **B. Project Background**

Of the approximately 120 miles of channels within the Livermore-Amador Valley, Zone 7 owns and maintains approximately 37 miles of both improved and unimproved channels as generally categorized below (also see Exhibits A and B):

- Improved channels are generally trapezoidal in shape and can be earthen, concrete, or lined with rip rap. In general, these channels are maintained so that there are no trees in the channel. However, trees may exist along the top of bank along the fencelines/parcel boundaries, and/or along the maintenance/access roads/right-of-ways (ROWs).
- Unimproved channels generally retain their natural form (alignment and cross-sectional shape) and generally have moderate to high tree density in the channel, and moderate to high tree density along the fencelines/parcel boundaries, and/or along the maintenance/access roads/right-of-ways (ROWs).

Zone 7’s channels typically have one or two maintenance access roads (one side or both); in some areas these maintenance roads also serve as public recreation trails. Routine vegetation maintenance along the access roads is required to ensure entry for emergency and maintenance vehicles, to provide safe access for public trail use (in designated areas), and for overall good property management.

### **C. Request for Proposal Objective**

The tree inventory and related work will be used to support Zone 7's ongoing tree maintenance program by:

- Documenting baseline tree structure and health,
- Establishing information needed to schedule future tree maintenance work,
- Identifying opportunities to improve tree structure and health, and to reduce tree loss; and
- Reducing liability such as that associated with diseased trees or under-pruned limbs.

The inventory and related work may also be used to:

- Inform mitigation planning such as identifying areas where additional trees can be planted or where invasives can be removed; and
- Help develop a standardized approach to tree violations, such as damage from a neighbor.

## **III. SCOPE OF SERVICES**

The scope of services includes 3 tasks as described below. The scope of work may be implemented in phases; proposers should suggest logical breaks or sequencing of work.

### **Task 1: Tree Inventory**

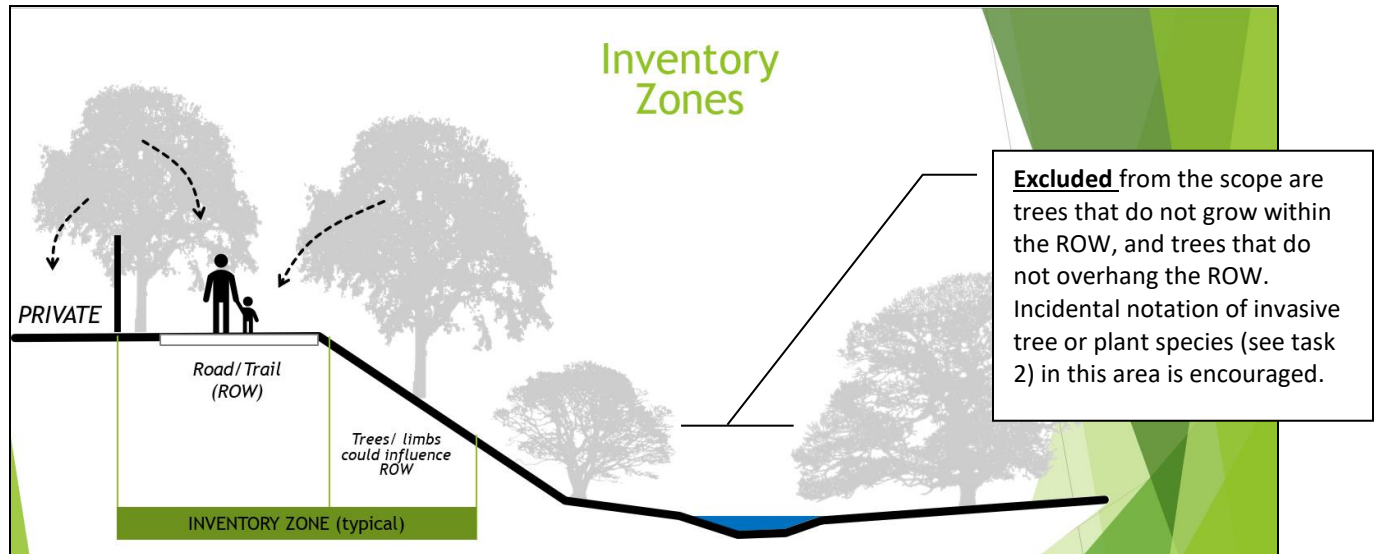
Assess and inventory individual trees at or greater than six inches diameter at breast height (dbh) on Zone 7 parcels in the following areas (see Figure 1):

- Along Zone 7-owned channel maintenance roads, trails or ROWs
- Along Zone 7-owned fence lines adjacent to channel maintenance roads, trails or ROWs
- Along Zone 7-owned channels banks limited to cases where the tree canopy/limbs clearly overhang the maintenance roads, trails or ROWs (note: excluded from mapping are (1) trees that do not grow within the roads, trails or ROWs, and (2) that do not overhang the channel road/trail)

Consultant should include any surrounding trees that could impact health and safety of the areas identified above such as trees on the channel slope that overhang the maintenance road. Figure 1 provides an example "inventory zone" to be included in the survey— this represents the typical project limits for Task 1. Trees that do not grow within or that do not overhang the channel road / trail are excluded from this scope. Work does not include Zone 7's non-channel parcels such as the main office in Livermore, the Patterson Pass Water Treatment Plant, nor the Del Valle Water Treatment Plant.

Locations of trees should be mapped, and each tree individually assessed and measured to create a comprehensive database of trees that will be tracked and maintained in perpetuity (Table 1). Metrics should include sufficient information to re-locate the trees for future maintenance, evaluate their maintenance needs to protect health and safety, and prioritize

trees/areas for near-term maintenance. Final metrics to record will be based on International Society of Arboriculture (ISA) standards and in coordination with Zone 7 staff.



**Figure 1. Inventory Zones (Project Limits for Task 1)**

**Table 1. Task 1 Information Collection**

Metric	Strategy
Mapped location	Point
Species	Visually assess
Height	Direct measure
Trunk diameter (dbh)	Direct measure
Estimated age (range)	Visually assess
Condition / health	Visually assess
Tree structure	Visually assess
Hazard assessment	Visually assess
Monetary value	Calculated
Notes; Wildlife observations	Field notes as applicable (provided as stand-alone memorandum)

### Task 2: Incidental Mapping of Invasive Plants

Areas of invasive tree and plant species are of interest to Zone 7 for flood control, maintenance, and ecological concerns. In the course of implementing Task 1, above, readily identifiable invasive species will be identified and recorded. This shall include trees of all sizes (not limited to > 5 inch diameter as in Task 1) and could be anywhere in the Zone 7 right-of-way including in the channels, or on adjacent properties (including the exclusion areas noted in Figure 1). Table 2 includes the information to be collected.

**Table 2. Task 2 Information Collection**

<b>Metric</b>	<b>Strategy</b>
Species	Visually assessed
Mapped location	Point or polygon
Estimate of square footage	Calculated from mapping
Notes or recommendations	Field notes as applicable (provided as stand-alone memorandum)

Task 2 is not a focused mapping and inventory process, but rather comprised of incidental observations. Precise locations may or may not be mapped, and each individual tree need not be directly measured. Visual assessments made at a distance, estimations and approximate mapped locations are acceptable for this level of effort.

Plant species with a California Invasive Plant Council (Cal-IPC) rating of moderate or high should be recorded as they are encountered (incidental observations) during the Task 1 tree inventory efforts described above, however details and measurements need not be as extensive. The purpose is to flag areas for future treatment and characterize density or level of infestation. Table 3 identifies an initial list of species to track.

**Table 3. Task 2 Potential Invasive Species to Track**

<b>Species</b>	<b>Cal-IPC rating</b>	<b>Likely Distribution in Zone 7 Channels</b>
Giant reed ( <i>Arundo donax</i> )	HIGH	Low, dispersed
Himalayan blackberry ( <i>Rubus armeniacus</i> )	HIGH	Widespread
Ivy ( <i>Hedera</i> sp.)	HIGH	Widespread
Medusa head ( <i>Elymus caput-medusae</i> )	HIGH	Unknown
Mexican fan palm ( <i>Washingtonia robusta</i> )	MODERATE	Low, dispersed
Pampas grass ( <i>Cortaderia selloana</i> )	HIGH	Low, dispersed
Perennial pepperweed ( <i>Lepidium latifolium</i> )	HIGH	Moderate, dispersed
Tamarisk ( <i>Tamarix</i> sp.)	HIGH	Low, dispersed
Tree of heaven ( <i>Ailanthus altissima</i> )	MODERATE	Low, dispersed
Tree tobacco ( <i>Nicotiana glauca</i> )	MODERATE	Low, dispersed

This is not an exhaustive list of all the invasives that might occur in our channels. However, species such as Italian thistle, black mustard, smilo grass, yellow starthistle, and stinkwort are widespread throughout Alameda County and to map or record them all would be cost-prohibitive. The final list of invasives to record will be coordinated with Zone 7.

### **Task 3: Data Management**

Tree inventory data will be incorporated into Zone 7's existing GIS database(s). Also, Zone 7 is working towards acquiring a management system such as Asset Essentials for Government (by Brightly, formerly Dude Solutions) management system. The consultant

will provide verified data in a ready-format, compatible with ESRI based GIS Software, for Zone 7 staff to upload to our existing database(s). Zone 7 will confirm that Asset Essentials is the preferred database prior to start of work. See Exhibit C for information on Asset Essentials.

#### IV. REFERENCE MATERIALS

1. **Tree Inventory Arc GIS map package (available on request):**
  - Streams layer
  - Stream ownership/maintenance layer
  - Zone 7 parcels
  - Trails/maintenance roads
2. **Zone 7 channel ownership map (Exhibit A herein):** Scope is limited to channels owned and maintained by Zone 7.
3. **Tree Inventory Typical Cross-sections (Exhibit B herein):** To assist with evaluating the level of mapping effort needed, ten typical cross-sections were developed that describe where trees are in relation to:
  - maintenance roads/trails
  - fencelines / property boundaries
  - areas of ecological interest
4. **Asset Essentials GIS Guide / Best Practices (Exhibit C herein):** To meet expectations for Task 3.

#### V. SCHEDULE

Below are the major events planned to occur during the selection process in order to determine a consultant. Schedule is subject to change.

**Table 4. Proposed Schedule**

EVENT	DATE
RFP Issue Date	June 27, 2022
Optional field tour (3 sample sites)	July 7, 2022 @ 10:00 a.m. PDT (RSVP by July 6)
Questions Due	July 11, 2022 @ 2:00 p.m. PDT
Issue Addendum (if needed)	July 15, 2022 @ 5:00 p.m. PDT
Proposals Due	July 25, 2022 @ 2:00 p.m. PDT

#### VI. FIELD TOUR (OPTIONAL)

A field tour consisting of 3 sample sites will be hosted by Zone 7 on July 7, 2022 from 10:00 a.m. to 12:00 p.m. PDT. Attendance is optional (not mandatory). Attendees will drive their

own vehicles, and are expected to comply with all applicable Alameda County rules regarding COVID-19.

Meeting location: Parking lot for Zone 7's Pleasanton field office at 5997 Parkside Drive Pleasanton, CA 94588. This is near the sports park complex off Hopyard Rd. Be on time; the tour will depart promptly. Attendees will drive their own vehicles.

**RSVP for the field tour before 2:00 p.m. PDT on July 6 by sending an email to Elke Rank, [erank@zone7water.com](mailto:erank@zone7water.com).**

## **VII. QUESTIONS**

**Direct any questions regarding this RFP to Elke Rank, [erank@zone7water.com](mailto:erank@zone7water.com), by July 11, 2022 at 2:00 p.m. PDT.**

It is expected that each firm may have different needs for information. Thus, it is incumbent upon each firm to make the inquiries it deems necessary in order to respond to the RFP. An addendum will be issued, if needed, by July 15, 2022.

## **VIII. SUBMITTAL INSTRUCTIONS**

**Response Deadline: July 25, 2022 at 2:00 p.m. PDT at Zone 7 Water Agency.**

Proposals are to be submitted in electronic format (PDF) less than 20MB in size. No paper copies are required. Consultants should confirm receipt of the email containing the submittal with the Zone 7 Project Manager.

**Submit proposals by e-mail to: Elke Rank, [erank@zone7water.com](mailto:erank@zone7water.com)**

Late responses will not be accepted. RFP responses must be received at the Agency by 2:00 p.m. PDT on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Agency's email time stamp shall be considered the official timepiece for purpose of establishing the actual receipt of proposals.

The Agency reserves the right to reject any or all proposals received in response to this request. The Agency will not pay for any information contained in the responses nor will it reimburse proposers for costs incurred in preparation of the responses.

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.



All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the Agency. The proposer shall not publish or release any of the results of its examination without the expressed written permission of the Agency.

The Agency requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties upon written request. Trade secrets and/or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal. The Agency reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Agency and the firm selected.

All proposals become the property of the Agency and shall not be returned to the bidder.

## IX. PROPOSAL CONTENT

Proposals are to be clear, concise, and specific to the information requested. Responses are to be in the sequence set forth herein. **Limit proposals to 15 pages excluding resumes.** In order for proposals to be considered complete, proposers **must** provide all the information requested.

### A. Format for Proposal

The format of the proposal shall be as follows:

1. **Title Page.** Show the RFP subject, name of the firm, local address, telephone number, name and title of contact person, and date of submission.
2. **Table of Contents.** Include a clear and complete identification of the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
3. **Detailed Proposal.** The detailed proposal should follow the format set out in Section B below.

### B. Contents of Proposal

All of the specific documentation listed below is required to be submitted with the proposal. While additional data may be presented, the areas detailed below **must** be included.

1. **Introductory letter.** This letter should be on company letterhead and addressed to the Project Manager with a statement of the firm's basic understanding of the Agency's needs. The names, the business address and telephone numbers of your firm's officers, directors and associates along with the names and addresses of any

parent or subsidiary of your company shall be included. Your information should describe the nature of the work and the line of authority of these individuals as they relate to this project. If appropriate, include the name, office address and telephone number of your team's primary point of contact.

2. **Consultant Team Organization.** The responding firm(s) should provide an organizational chart and brief description of the anticipated role for each team member and/or subconsultant, as applicable. All team members listed shall be assigned to the project and responsible for and actively represent their respective technical discipline. Responding firm(s) should also provide a clear indication of authority within the project management structure for the team. Identify the primary office location for each team member.
3. **Qualifications and Experience of Key Team Members.** The responding firm(s) shall identify the Project Manager and other key team members and their responsibilities. Include the expected amount of involvement for each key team member. Describe the key team members' experience with completing similar work. Include resumes (two pages maximum) of key team members to be assigned to the project. Resumes should include information on specific projects the individual has been involved with, clearly showing experience relevant to the project requested in this RFP.
4. **Project Experience and Examples.** The responding firm(s) shall include three (3) examples of projects of similar scale and complexity, demonstrating their experience in developing tree inventories.
5. **Project Management.** The responding firm(s) should outline their approach to project management including oversight of scope, budget, and schedule. The firm(s) should also note the experience of the assigned Project Manager working with other key personnel.
6. **Scope of Services Delivery.** The responding firm(s) shall outline their suggested approach to delivering the project described in Section III titled, Scope of Services.
7. **Contract Exceptions.** Appendix A is Zone 7's standard Contract for Services. Proposer should review this carefully. Any proposed deviations and modifications to the agreement should be noted, with reasons given (use Form 1). Proposed contract changes will require approval by the Agency Attorney.
8. **Cost Proposal.** The Agency is interested in cost-effective approaches to supporting the program and the final Scope of Services will be subject to negotiation. Responding firms shall include a detailed cost estimate for the project and their current year rate sheets for any proposed teaming partners. Include any necessary assumptions used to develop the cost estimate. As noted earlier, the scope of work may be implemented in phases; proposers should suggest logical breaks or sequencing of work – and note any cost implications thereto.

The following applies to the selected firm:

9. **Insurance.** Exhibit B of the RFP is a sample of the Agency's Agreement for Professional Services ("Agreement") that contains the insurance requirements. The selected firm will maintain the minimum insurance requirements during the entire term of the engagement. To confirm this requirement, within 15 days from the execution of the Agreement, the selected firm shall furnish the Agency satisfactory evidence of the insurance requirement and evidence that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. The Agency shall be named as an additional named insured under the selected firm's policies as noted in the Agreement.

## **X. EVALUATION AND SELECTION**

All proposals that followed the RFP instructions and meet the mandatory requirements will be evaluated by a Selection Committee. The Selection Committee may be composed of Agency staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select qualified proposers in accordance with the evaluation criteria set forth in this RFP and develop a short list of proposers to be invited to an interview. Interviews are not expected but could be initiated at the discretion of the Selection Committee. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee. The names of the Selection Committee and the individual or composite rating and/or evaluation forms prepared by committee members will not be revealed.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the principal selection criteria, which will be considered during the evaluation process:

1. History and age of the firm, the number of years of experience providing equivalent or related services, unique capabilities and differentiating factors, clear demonstration of understanding of the project. **(15 points)**
2. Qualifications, experience, and availability of key personnel necessary to support expected service area. Prior experience of team members working together to successfully deliver projects. Articulation (with examples) of how key personnel leveraged their knowledge and expertise to successfully deliver similar projects. **(20 points)**
3. Clear articulation of recent and relevant work to the requested services that demonstrate capability to complete the scope of work. Three example projects highlighting relevant work. **(25 points)**
4. Scope of Work delivery approach and strategies to deliver a cost-effective and timely project. This work may be implemented in phases; proposers should suggest logical breaks or sequencing of work. Identify key assumptions, and list all proposed deliverables. Optional tasks should be identified. **(35 points)**

5. Cost proposal broken down at the subtask level, including for optional items. (5 points)

When the Selection Committee has completed its review, proposers will be advised of the number one ranked selection. A contract will then be negotiated with the selected firm for the extent of services to be rendered and for the method of compensation. If satisfactory agreement is not reached with the first-ranked firm, the negotiations will be terminated and the firm will be notified in writing to that effect. Negotiations will then be held with the second-ranked firm and so forth.

## **XI. CONTRACT AWARD**

It is expected that Zone 7 will issue one professional services contract as a result of this RFP process. The contract may require approval from the Board of Directors.

## **XII. TERMS AND CONDITIONS**

### **A. Contract Conditions**

The Agency reserves the right to negotiate the actual contract details after the contractor has been selected. The successful proposer will be required to conform to all of the terms and conditions of the Agency. A sample agreement, which will be used as the basis for this project, is included for your information (Exhibit B).

The contract will be subject to termination by the Agency upon ten (10) days advance written notice of intention to terminate. The Agency may terminate the contract at any time without written notice upon a material breach of contract by the contractor.

### **B. Invoicing**

Progress payments will be made on the basis of work completed during the course of the engagement. Detail of staff hours with billing rates will be required to be included on each invoice. Payment will be made based upon actual costs not to exceed the maximum outlined in the proposal or contract.

### **C. Confidentiality**

Zone 7 shall make available to the consultant such materials from its files as may be required to perform the services under this agreement. These materials and information remain the property of Zone 7 while in the consultant's possession and must be treated as confidential information. This material may not be released or disclosed without the written permission of Zone 7.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review work papers.

**Form 1: Exceptions or Deviations**

List below exceptions and/or deviations, if any, to the RFP and its exhibits and submit with your proposal.

The District is under no obligation to accept any exceptions and/or deviations and may be used in the evaluation of proposals.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

<hr/>	<hr/>	<hr/>
<b>Proposer Name</b>	<b>Proposer Signature</b>	<b>Date</b>

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**Exhibit A: Channel Ownership Map**

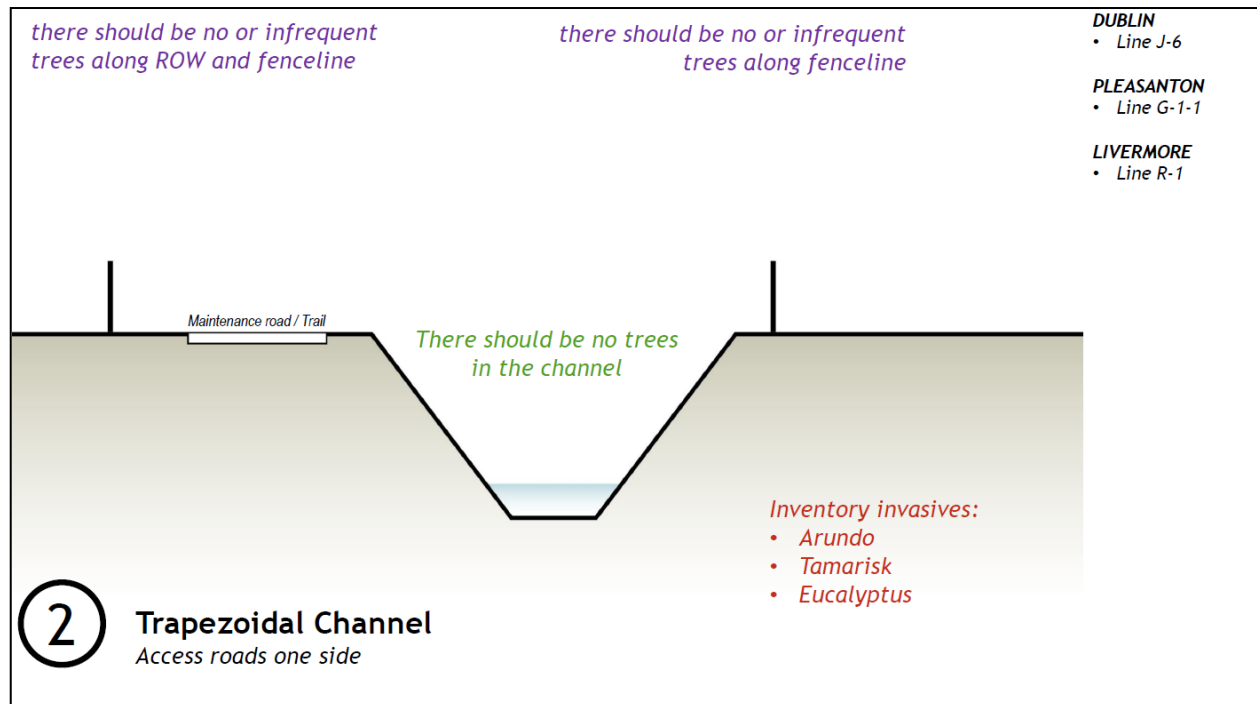
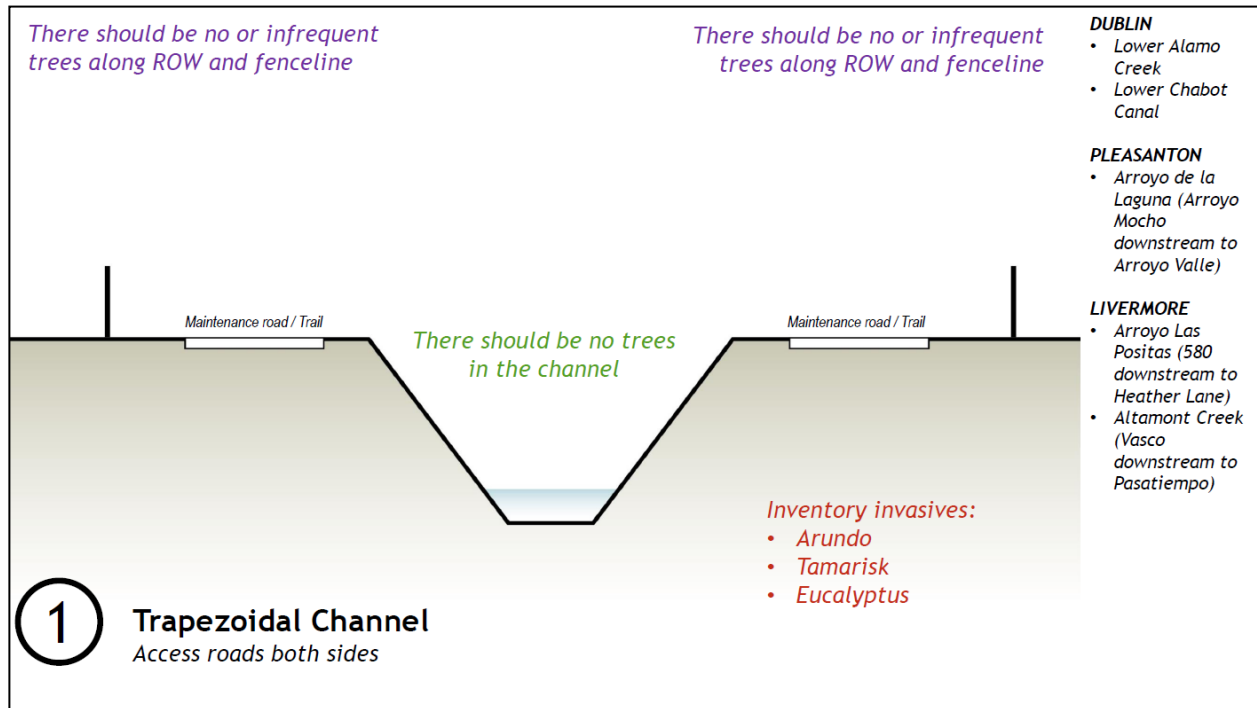
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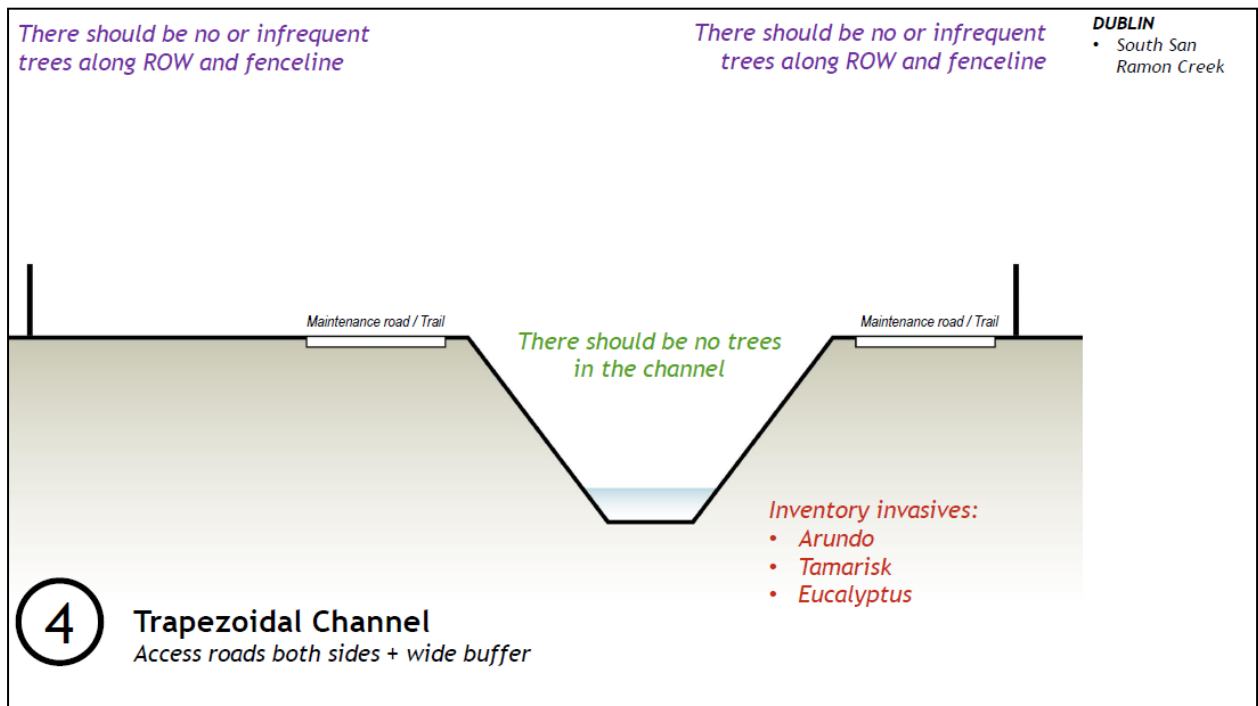
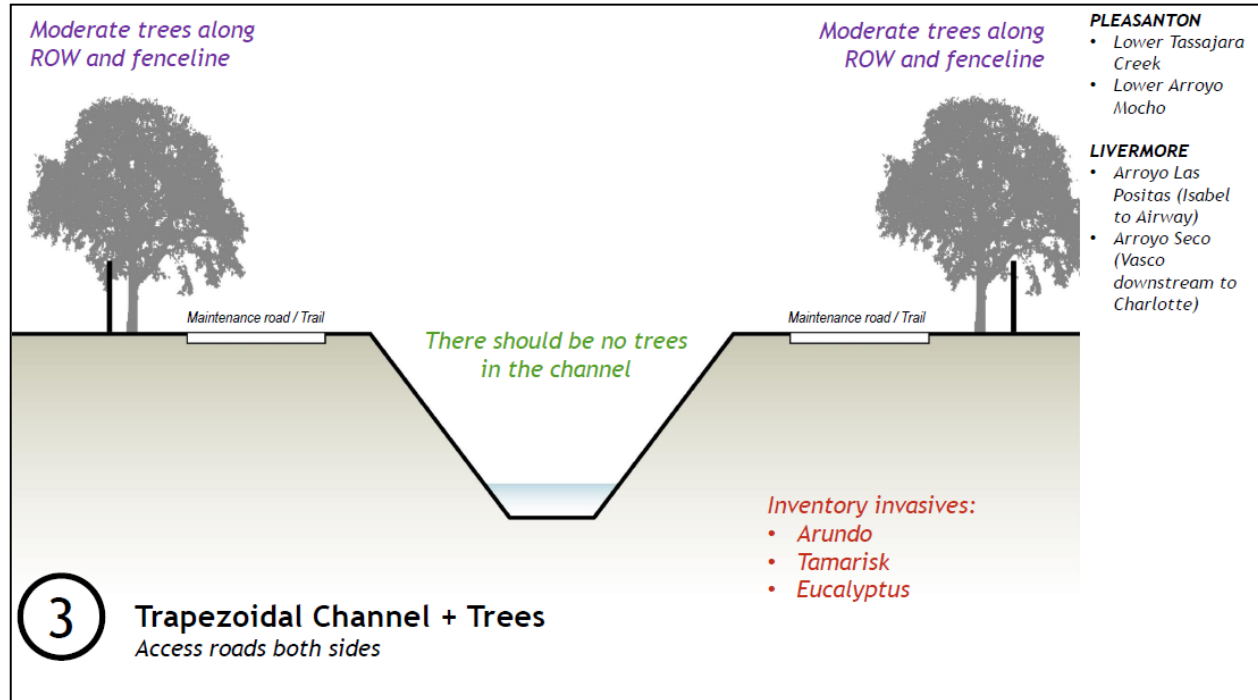
**EXHIBIT B: Channel Typical Cross-Sections**

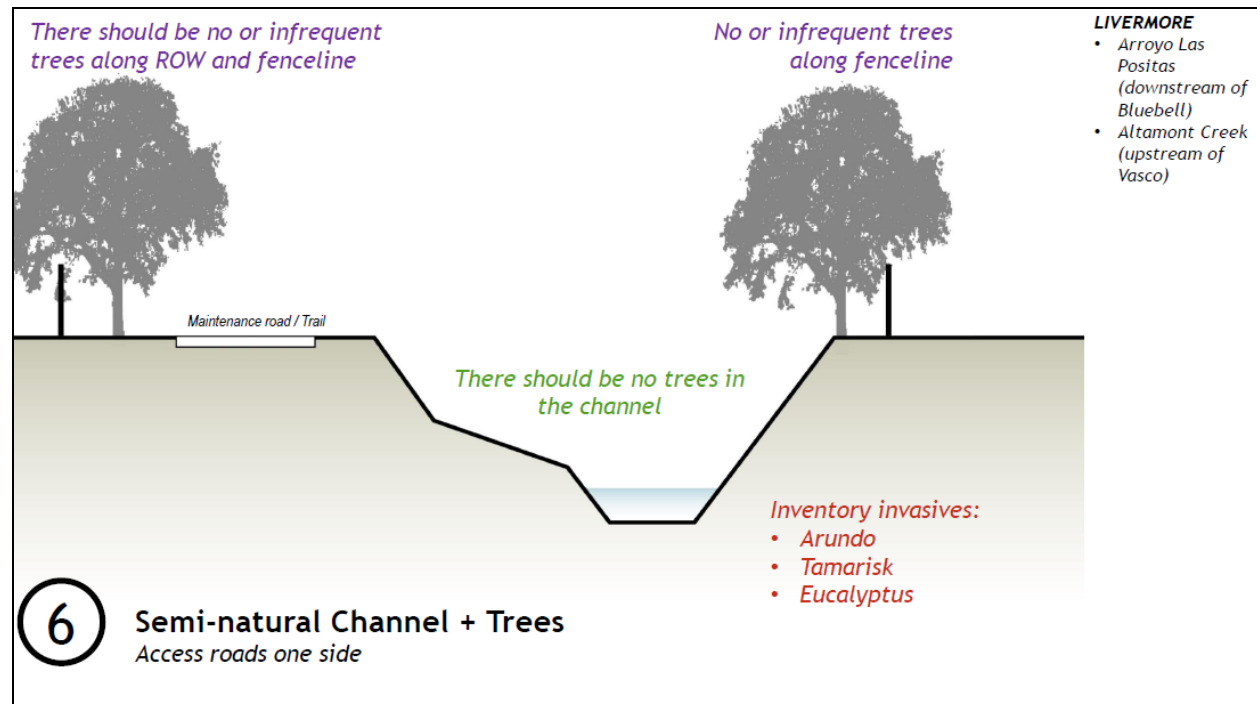
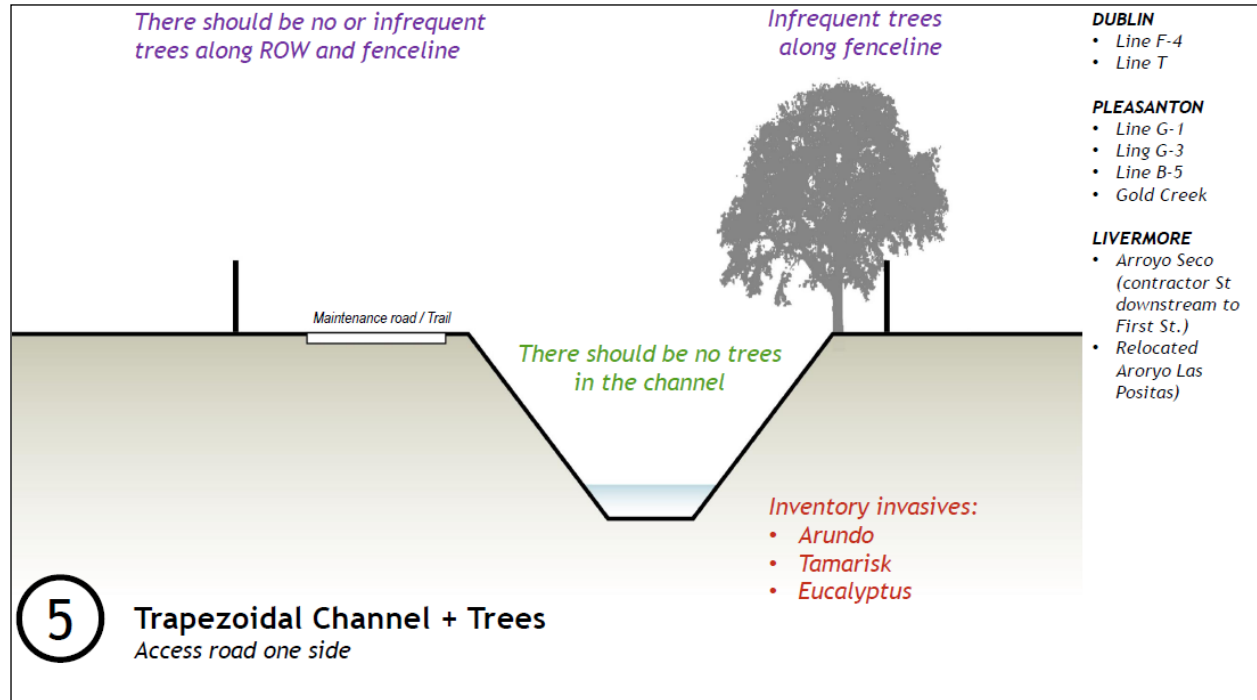
**Tree Inventory and Related Services**

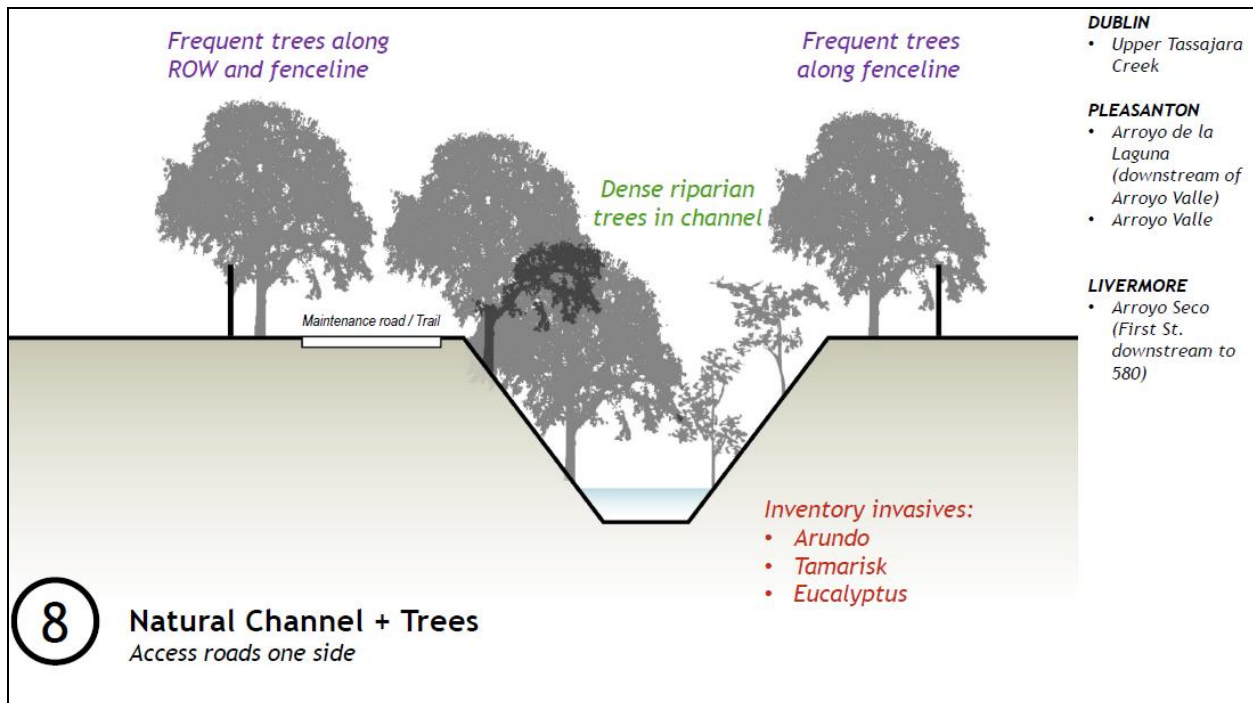
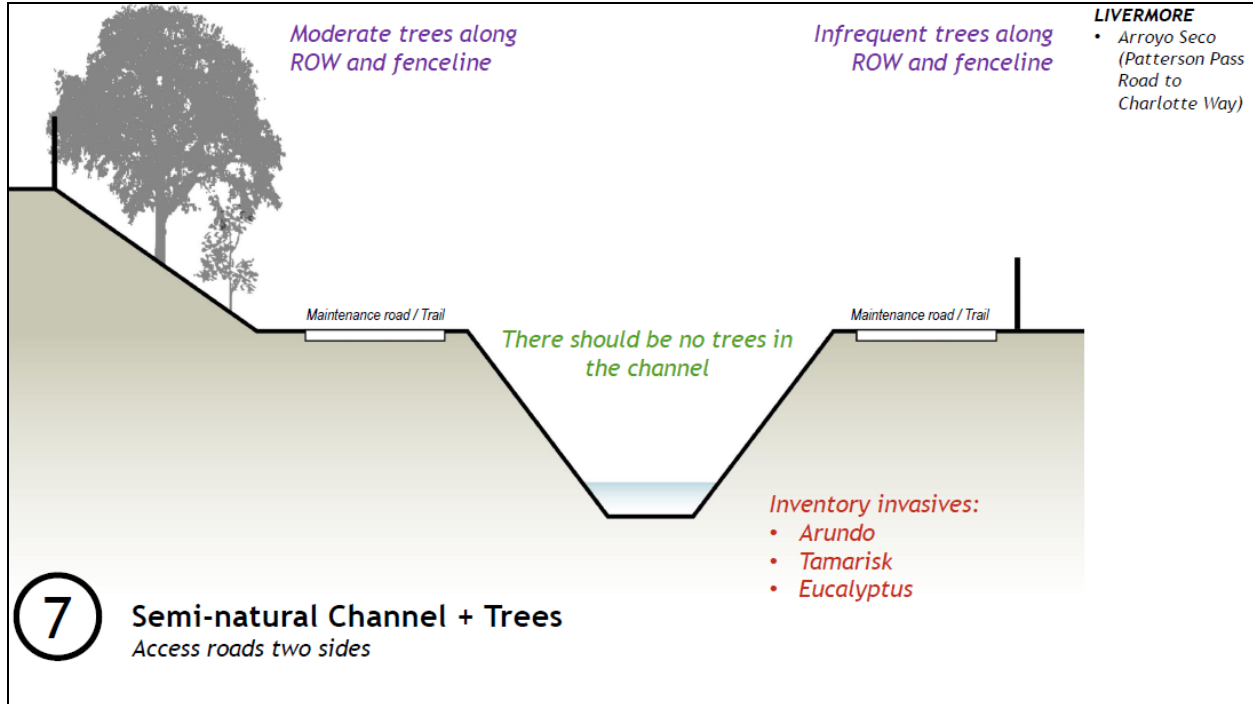


**EXHIBIT B: Channel Typical Cross-Sections**

**Tree Inventory and Related Services**

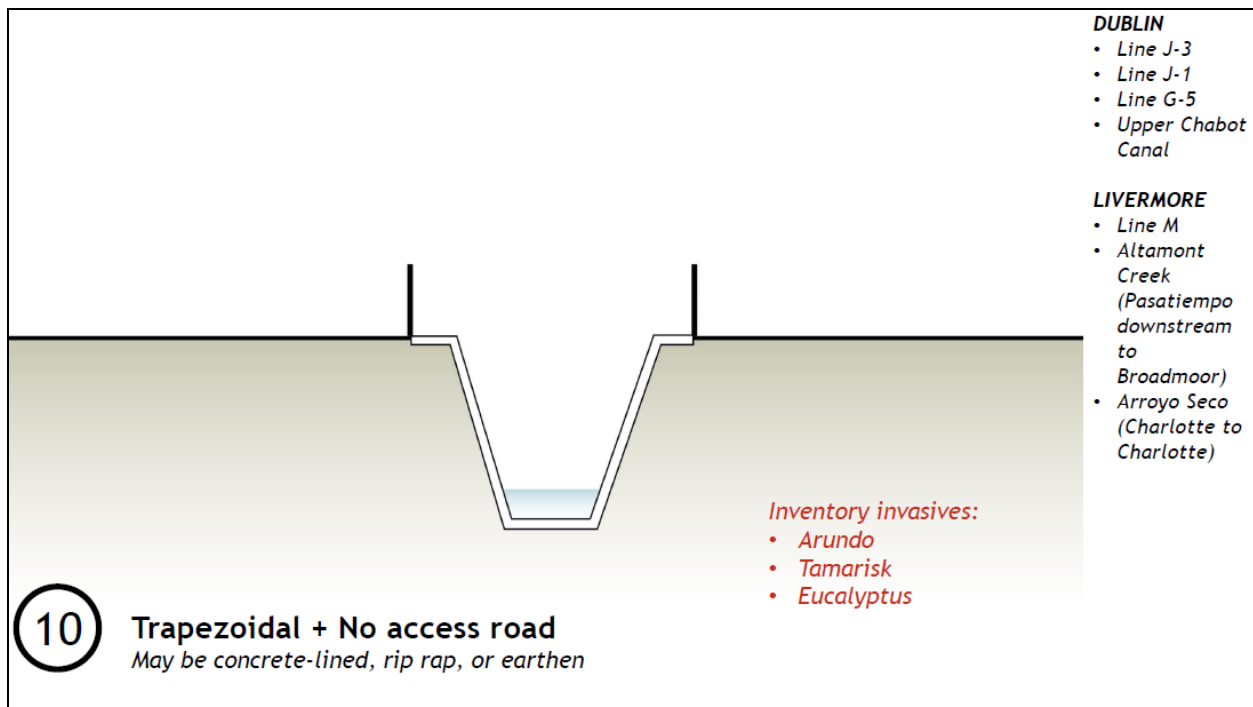
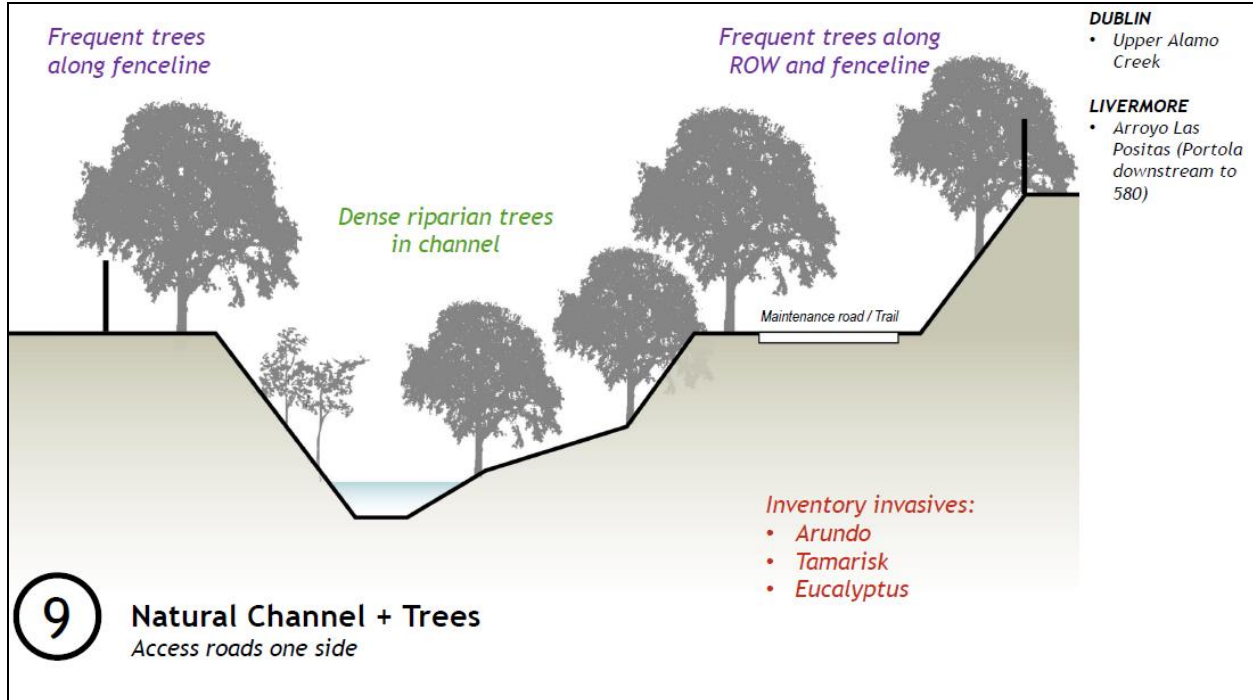






**EXHIBIT B: Channel Typical Cross-Sections**

**Tree Inventory and Related Services**



## Asset Essentials : GIS Guide

### For the Technical User

GIS data within Asset Essentials allows users to manage and maintain spatial assets. Users have the ability to associate work orders to these assets on the web portal or the mobile app. This allows completed work to be tracked, reported, and analyzed.

*If using ArcGIS Enterprise what are the requirements?*

- I. For basic display/identify GIS data
  - A. ArcGIS Server 9.3.1 or higher
  - B. Single MapService for all data
  - C. ObjectID & Shape fields available
  - D. No duplicate layer names
- II. For GIS Sync/Import to link work orders
  - A. ArcGIS Server 10.3.1 or higher
  - B. Single MapService for all data
  - C. ObjectID & Shape fields available
  - D. GlobalID field available
  - E. No duplicate layer names
  - F. Requires the "Supports Pagination" function
  - G. SSL configured

*If using ArcOnline what are the requirements?*

- I. To display or sync GIS Data into Asset Essentials:
  - A. Each user will need unique login credentials for your ESRI account (viewer role)
  - B. A single Web Map Service
  - C. ObjectID & Shape fields available
  - D. No duplicate layer names
  - E. Do not publish shape files to your Web Map Service

*Can I use a feature service?*

A feature service can only be used if it has been added to the Web Map Service for Asset Essentials. Currently, Asset Essentials does not support feature data editing.

*Can Technicians perform feature data editing?*

Data within Asset Essentials is read only. A user cannot edit GIS data from within the application.

## Asset Essentials : GIS Guide

### For the Non-Technical User

GIS data within Asset Essentials allows users to manage and maintain spatial assets. Users have the ability to associate work orders to these assets on the web portal or the mobile app. This allows completed work to be tracked, reported, and analyzed.

#### *Is GIS data required for using the map in Asset Essentials?*

No. GIS assets enhance your work order tracking and reporting functions. Without GIS Assets, location based work orders can be created from the map.

#### *I have GIS data. How do I get it into your solution?*

For your GIS data to be visible in Asset Essentials, we will need a single ESRI hosted map service. The map service URL should look like one of the two options below.

- I. Map Service published from ArcGIS Enterprise
  - A. <http://arcgis.yourorganization.com/arcgis/rest/services/AssetEssentials/MapServer>
- II. Web Map Service published from ArcOnline **\*\*Note: If you are using ArcOnline, each one of your users will need unique login credentials for your ESRI account.**
  - A. <https://yourorganization.maps.arcgis.com/home/item.html?id=1391b43d6c48315016efcb09615>

#### *I have a map service and my data is visible in Asset Essentials. Do I need to make any changes to the data?*

Two fields are required to associate work orders to your GIS Data.

- I. Asset ID – This is a unique ID for each one of your GIS features. Your work orders will be associated to this ID. **\*\*Note: ESRI ObjectID field is excluded**
- II. Global ID – This field allows your GIS data to be synced as assets within Asset Essentials. Please see our help site for more information about adding a Global ID field to your data.

#### *Do I need to add Asset ID and Global ID fields to all of my data?*

No. You choose which GIS layers will be linked to work orders versus which layers will be view only. The aforementioned fields are only required for those layers you would like to associate to work orders.

## Asset Essentials: GIS Data Best Practices

### Database Management

- Store all data in the same geodatabase, prior to publishing. The map document should be sourced to one geodatabase.
- Be sure to remove relationship classes, geometric networks, and tables from the geodatabase.

### Attribute Fields

- Include a unique identifier field for GIS features:
  - Asset Name
  - Global ID  
(<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset Essentials Gov/Mapping/GIS/Adding-Global-IDs-to-GIS-Data.htm>)
- Use field names that end users can easily identify.
- Field names and field aliases should match exactly.

### Layer Names

- Check to ensure there are no duplicate layer or group names.
- Be sure to use layer names that end users can easily identify.
- Always keep names concise.

### Group Layers

- Make sure group names are all capital letters.
- Group layers based on the type of work and/or division.
- Be mindful of the drawing order when grouping.

### Cartography

- Use Esri street map and satellite map to ensure data displays well against base maps.
- Remove Esri base maps prior to publishing data.
- Minimum scale ranges should be no less than 1:10,000, with the exception of Label scale ranges.
- Verify that labels are correct.
- Turn off all layers before publishing map service



## **Asset Essentials: Additional GIS References**

*NOTE: Anywhere you see Connect GIS or DudeSolutions GIS hosting please negate. That does not apply to this RFP because Zone 7 will be hosting the GIS layers and Brightly will simply be syncing to them through a URL.*

### **Creating GIS Data from Asset Essentials**

<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset%20Essentials%20Gov/Mapping/GIS/Creating-GIS-Data-from-Asset-Essentials.htm>

### **GIS FAQs**

<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset%20Essentials%20Gov/Mapping/GIS/GIS-FAQs.htm>

### **GIS Layers Sync**

<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset%20Essentials%20Gov/Mapping/GIS/GIS-Layers-Sync.htm>

### **GIS Map Settings**

<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset%20Essentials%20Gov/Mapping/GIS/GIS-Map-Settings.htm>

### **Self Hosting Best Practices**

<https://help.dudesolutions.com/Content/Documentation/Maintenance/Asset%20Essentials%20Gov/Mapping/GIS/Self-Hosting-Best-Practices.htm>

**SAMPLE  
SERVICES AGREEMENT**

**between**

**ALAMEDA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT, ZONE 7**

**and**

**Consultant Name**

**for**

**Project/Program Name**

**Contract No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

**EXHIBIT D: Sample Agreement / Insurance Req.**

## Tree Inventory and Related Services

This Professional Services Agreement ("**Agreement**") is made effective as of \_\_\_\_\_, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("**Agency**"), a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California and \_\_\_\_\_, a DESCRIBE BUSINESS ENTITY, E.G., PROFESSIONAL CORPORATION ("**Consultant**") (collectively, the "**Parties**"), at Livermore, California, with reference to the following facts and intentions:

WHEREAS, The Agency is engaging in \_\_\_\_\_ ("**Project**"); and

WHEREAS, The Agency requires a highly qualified consultant with the requisite knowledge, skill, ability and expertise to provide the necessary services for the Project ("**Services**"); and

WHEREAS, Consultant represents to the Agency that it is fully qualified and available to perform the Services for and as requested by the Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein, the Parties agree as follows:

**1. SCOPE OF WORK**

- 1.1. Consultant shall provide all services set out in Appendix A, Scope of Work, attached and incorporated here to the satisfaction of the Agency.
- 1.2. **Independent Contractor; Agency** - The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Agency. The Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in the Alameda County Employees' Retirement Association (ACERA). Except as expressly provided herein, the Consultant is not eligible to receive overtime, vacation or sick pay. The Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Agency.
- 1.3. **Extra Services** - Before performing any services outside the scope of this Agreement ("**Extra Services**"), Consultant shall submit a written request for approval of such Extra Services and receive written approval from the Agency. The Agency shall have no responsibility to compensate Consultant for any Extra Services provided by Consultant without such prior written approval.
- 1.4. **Methods** - Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the Services required by the Agency. The Agency shall not have any right to direct the methods, details and means of the Services; however, Consultant must receive prior written approval from the Agency before assigning or changing any assignment of Consultant's project manager or key personnel and before using any Sub-consultants ("**Sub-consultants**") or Sub-consultant agreements for services or materials under this Agreement and any work authorizations.

- 1.5. **Review** - Consultant shall furnish the Agency with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Agency. The Agency's review and approval of the Services shall not; however, relieve Consultant of any of its obligations under this Agreement.

## **2. COMPENSATION**

- 2.1. **Amount** – As consideration for the Services described above, THE AGENCY will pay the Consultant an amount not to exceed \$\_\_\_\_\_ ("Maximum Amount"). DESCRIBE ANY PERIODIC BILLING REQUIREMENTS, EXPECTATIONS OR OTHER PARTICULARS, E.G., NOT TO EXCEED \$\_\_\_\_\_ PER MONTH, OR CONSULTANT SHALL NOTIFY THE AGENCY WHEN TOTAL INVOICED AMOUNT EQUALS 80% OF MAXIMUM AMOUNT.

Payments will be made at the rates set forth in the Fee Schedule which is attached hereto within and incorporated herein as though fully set forth ("Fee Schedule" – Appendix B). Consultant shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested.

- 2.2. **Invoicing** – The invoice shall identify and describe the activities performed by Consultant and state the total cost of the Services for the period of the invoice; the hours worked; the name and title of the person(s) performing the work; the hourly rate for the person(s) performing the work; the accrued reimbursable expenses; and the budget amount and percentage remaining (after invoice payment), without reduction for retentions. The invoice shall also identify expenses for which reimbursement is requested and attach supporting documentation, including original receipts and/or bills. Any expenses exceeding \$500 shall require written approval from the Agency. Reimbursable costs shall not include any administrative or overhead expenses and shall be reimbursable as described in the Fee Schedule.

Costs or expenses not designated or identified in the Fee Schedule shall not be reimbursable unless otherwise provided in this Agreement. Only actual time in providing the Services will be charged. The Agency will not make any payments for Consultant's travel time incurred in providing the Services, and Consultant agrees not to invoice the Agency for any travel time incurred in providing the Services.

The Agency shall review and approve all invoices prior to payment. Consultant agrees to submit additional supporting documentation to support the invoice if requested by the Agency. If the Agency does not approve an invoice, the Agency shall send a notice to the Consultant setting forth the reason(s) the invoice was not approved. Consultant may re-invoice the Agency to cure the defects identified in the Agency notice. The revised invoice will be treated as a new submittal. If the Agency contests all or any portion of an invoice, the Agency and the Consultant shall use their best efforts to resolve the contested portion of the invoice.

The Agency shall pay approved invoice amounts within thirty (30) days of receipt. The Agency's determinations regarding verification of Consultant's performance,

accrued reimbursable expenses, and percentage of completion shall be binding and conclusive. Consultant's time records, invoices, receipts and other documentation supporting the invoices shall be available for review by the Agency upon reasonable notice and shall be retained by Consultant for three (3) years after completion of the Project.

All invoices submitted for payment must indicate the Agreement number and be emailed to [accountspayable@zone7water.com](mailto:accountspayable@zone7water.com) and to the Project Manager.

- 2.3. **Withholding Payment** – In the event the Agency has reasonable grounds for believing Consultant will be unable to materially perform the Services under this Agreement or unable to complete the Services within the Maximum Amount described in this Agreement, or if the Agency becomes aware of a potential claim against Consultant or the Agency arising out of Consultant's negligence, intentional act or breach of any provision of this Agreement, including a potential claim against Consultant by the Agency, then the Agency may withhold payment of any amount payable to Consultant that the Agency determines is related to such inability to complete the Services, negligence, intentional act, or breach.

### **3. TAXES; INSURANCE; PERMITS; LICENSES**

- 3.1. **Taxes** - Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, worker's compensation insurance, state disability insurance, and any other taxes or insurance Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant 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 Consultant shall comply with such provisions before commencing the performance of the Services under the Agreement. Consultant and its Sub-consultants shall maintain applicable workers' compensation insurance for their employees in effect during all work covered by the Agreement.
- 3.2. **Permits and Licenses** - Consultant shall procure and maintain all permits, and licenses and other government-required certification necessary for the performance of the Services, all at the sole cost of Consultant. None of the items referenced in this section shall be reimbursable to Consultant under the Agreement. Consultant shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

### **4. RISK TRANSFER PROVISIONS**

- 4.1. **Workers' Compensation Insurance** - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.

4.2. **Indemnification** - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers, and each of them (collectively "the Agency") from and against:

4.2.1. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the services by Consultant, including its agents and employees, under this Agreement, for damages to persons or property arising, pertaining to or relating to the Consultant's negligent acts or omissions or willful misconduct or the failure of Consultant to comply with any professional standard of care applicable to Consultant's services.

4.2.2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

4.2.3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to the Agency, which the Agency may incur with respect to the failure, neglect, or refusal of Consultant to perform the Services or its obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the Agency in any lawsuit to which it is a party. Upon the Agency's tender, Consultant shall immediately defend, at its own cost, expense and risk, any and all such suits, actions or other legal proceedings, with counsel acceptable to the Agency. Consultant shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non-performance of the work hereunder, and shall not tender such claims to the Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

4.2.4. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings if arising as provided in the previous subsections of this Section.

4.2.5. Consultant shall reimburse the Agency or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith.

Consultant's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant, its agents, employees under any applicable Worker Compensation Act, Disability Benefits Act, or other employee benefit act. Consultant's obligation to defend and indemnify shall not be restricted by the insurance requirements of this Agreement

or to insurance proceeds, if any received by the Agency, or its directors, officers, employees, or authorized volunteers.

Notwithstanding the foregoing obligations, Consultant shall not at any time be responsible for any claims, liabilities or demands to the extent that they arise from the negligence or willful misconduct of the Agency, provided, however, that contributory negligence will not relieve Consultant of its obligation to defend unless the claims, liabilities or demand are the result of the sole negligence or willful misconduct of Agency.

The indemnity provided under this indemnification provision is intended to and will survive the expiration or termination of the Agreement and remain in full force and effect until barred by the applicable statute of limitations.

## **5. GENERAL CONDITIONS**

- 5.1. **Laws, Regulations and Permits** -The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

- 5.2. **Safety** - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- 5.3. **Labor Compliance Requirements** - Labor Compliance requirements (Prevailing Wage, SB 854): Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, and Electronic Certified Payroll Records to Labor Commissioner. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement are available at the Department of Industrial Relations. **[For Public Works Contracts]** Copies of the

rate of per diem prevailing wage shall be on file at the principal office of the Agency, and shall be made available to any interested party upon request.

## **6. REQUIRED INSURANCE**

**Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability, professional liability and automobile liability insurance. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.

**6.1. Coverage** - Coverage shall be at least as broad as the following or as provided in Appendix C:

6.1.1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. **If Claims Made Policies:** the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**; and 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.

6.1.2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

6.1.3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned and hired automobiles).

**6.2. Limits** - The Consultant shall maintain limits no less than the following:

6.2.1. Professional Liability – Two million dollars (\$2,000,000) per claim and annual aggregate.

6.2.2. Commercial General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. 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 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

6.2.3. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.



6.2.4. Excess Liability – The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self- Insurance shall be called upon to protect it as a named insured.

6.3. **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6.3.1. The Agency, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 10 01 specifically naming all of the Agency parties required in this Agreement, or using language that states "as required by contract"). All Sub-consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officers, employees, or authorized volunteers.

6.3.2. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Agency. Additionally, Consultant shall give Agency thirty (30) days written notice prior to any material change or cancellation of said coverage.

6.3.3. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the Agency, its directors, officers, employees, or authorized volunteers, using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall be in excess of the insurance required under this Agreement, and shall not contribute to it.

6.3.4. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Agency, its directors, officers, employees, or authorized volunteers.

6.3.5. Such liability insurance shall indemnify the Consultant and his/her Sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her Sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

- 6.3.6. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability.
- 6.3.7. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- 6.4. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all Sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through Sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, with statutory limits. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Agency, 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 Agency has received a waiver of subrogation from the insurer.
- 6.5. **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.
- 6.6. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the Agency.
- 6.7. **Evidences of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the Agency a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation. The Agency reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Consultant shall maintain the Insurance required by this Agreement throughout the term of the Agreement and for a period of not less than 5 years following the termination of completion of this Agreement. Consultant further waives all rights of subrogation under this Agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Consultant shall, upon demand of the Agency, deliver to the Agency such policy or policies of insurance and the receipts for payment of premiums thereon.

- 6.8. **Continuation of Coverage** - If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute material breach of contract. The insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Consultant's obligations under this Agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this Agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Agreement and shall not in any way act to limit or restrict the defense or indemnity or additional insure obligations of the Consultant or the Consultant's insurance carrier, and shall be for (1) the full extent of the insurance or self-insurance coverages and limits carried by or available to the Consultant, or (2) the minimum insurance coverage and amounts shown in this Agreement; whichever is greater. Agency reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this Agreement.
- 6.9. **Sub-Consultants** - In the event that the Consultant employs other consultants ("Sub-consultants") as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-consultant meets the minimum insurance requirements specified above.

## **7. LABOR AND MATERIALS**

Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and Sub-consultants and shall be responsible for the timely performance of the Services required by this Agreement. Consultant's standard schedule of fees and charges is attached, which is incorporated herein as though fully set forth in the Fee Schedule attached hereto (Appendix B). All compensation for Consultant's Services under this Agreement shall be pursuant to the Fee Schedule.

## **8. TERM OF THE AGREEMENT**

- 8.1. **Period of Services** – This Agreement between the Agency and Consultant is for a term of NUMBER OF MONTHS, beginning DATE and ending DATE, subject to the termination provisions herein.
- 8.2. **Termination** – The Agency may terminate this Agreement for any reason by giving Consultant at least thirty (30) days or earlier (depending on nature of services) prior written notice of such termination. Such termination shall not relieve the Agency from responsibility for payment for Services rendered by Consultant prior to

the date of termination but shall relieve the Agency of its obligations for the full payment of compensation due under the Agreement for the Services of Consultant after the notice of termination.

- 8.3. **Termination for Cause** – The Agency may terminate the Agreement for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

8.3.1. Material breach of the Agreement by Consultant

8.3.2. Cessation of Consultant to be licensed, as required by law

8.3.3. Failure of Consultant to substantially comply with any applicable federal, state or local laws or regulations

8.3.4. The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to Consultant

8.3.5. Conviction of Consultant of any crime other than minor traffic offenses

- 8.4. **Compensation Upon Termination** - If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated as provided herein for all Services and approved Extra Services performed prior to the date of such termination.

## **9. CALIFORNIA LABOR CODE REQUIREMENTS**

- 9.1. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- 9.2. **Effective March 1, 2015**, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole

responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

## **10. INTERESTS OF CONSULTANT**

- 10.1. Consultant represents and warrants that it presently has no interests, and covenants that it will not acquire any interests, direct or indirect, financial or otherwise, that would conflict with the performance of the Services to be provided by Consultant under the Agreement. Consultant further covenants that, in the performance of the Agreement, it will not employ any Sub-consultant or employee with any such interest. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is a director, officer or employee of the Agency.
- 10.2. Although Consultant is retained as an independent contractor, Consultant's employees or agents may still be required under the California Political Reform Act and the Agency Conflict of Interest Code to file annual financial disclosure statements. Consultant agrees that its employees and/or agents will file with the Agency in a timely manner those financial disclosure statements that the Agency determines Consultant is required to file pursuant to the Political Reform Act. Failure to file such financial disclosure statements by Consultant and any of its employees or agents is grounds for termination of this Agreement.

## **11. COMPLETED WORK AND WORK PRODUCT**

In the event of termination or completion of the Services under the Agreement, Consultant shall, at the Agency's request, promptly surrender to the Agency all completed work and work in progress and all materials, records and notes developed, procured, or produced pursuant to the Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

## **12. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

- 12.1. **Confidential Nature of Materials** - The Consultant understands that all documents, records, reports, data, or other materials (collectively "Materials") provided by the Agency to the Consultant pursuant to the Agreement, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to the Consultant and that are utilized or produced by the Consultant pursuant to the Agreement are to be considered confidential for all purposes.
- 12.2. **No Disclosure of Confidential Materials** - The Consultant shall be responsible for protecting the confidentiality and maintaining the security of the Agency documents and records in its possession. All Materials shall be deemed confidential and shall remain the property of the Agency. The Consultant understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or Sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by the

Agency. The Consultant agrees not to make use of such Materials for any purpose not related to the performance of the Services under the Agreement. The Consultant shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of the Agency. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as may be required by law, or by a court of competent jurisdiction.

- 12.3. **Protections to Ensure Control over Materials** - All confidential Materials saved or stored by the Consultant in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section survive the termination or completion of the Agreement.

### **13. OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other materials which contain information relating to the Consultant's performance hereunder and which are originated and prepared for the Agency pursuant to the Agreement shall be "work for hire" and shall be the property of the Agency. The Consultant hereby assigns all of its right, title and interest therein to the Agency, including but not limited to any copyright interest. In addition, the Agency reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other materials delivered to the Agency pursuant to this Agreement and to authorize others to do so.

To the extent that the Consultant utilizes any of its property (including, without limitation, any hardware or software of Consultant or any proprietary or confidential information of Consultant or any trade secrets of Consultant) in performing services hereunder, such property shall remain the property of Consultant, and the Agency shall acquire no right or interest in such property.

### **14. ASSIGNMENT PROHIBITED**

The Consultant shall not assign, transfer, convey, or otherwise dispose of its rights, title or interest in or to this Agreement or any part thereof without the previous written consent of the Agency.

### **15. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

- 15.1. **Designated Representatives** – The Agency representative designated below shall be the principal representative of the Agency for purposes of the Services that are the subject of this Agreement. Consultant shall designate, in writing, Consultant's project engineer and/or project manager for the performance of the Services under this Agreement, which designation shall be subject to the Agency's reasonable approval.

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

**ZONE 7 WATER AGENCY Representative:**

Name

Title

Zone 7 Water Agency

100 N. Canyons Parkway

Livermore, CA 94551

**Consultant:**

Name

Title

Firm Name

Address

Firm Tax ID

- 15.2. **Notices** - Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or fax or by registered or certified mail, postage prepaid, return receipt requested to the address set out below and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communications shall be given changes, written notice of such change shall be given, in accordance with this section within five (5) working days.

**16. MISCELLANEOUS PROVISIONS**

- 16.1. Integration – This Agreement represents the complete Agreement of the parties and supersedes any other Agreements between the parties, whether written or oral.
- 16.2. No Waiver – No waiver by either parties of any term or condition of this Agreement shall be a continuing waiver thereof.
- 16.3. Modification – This Agreement only may be amended in writing, signed by all parties.
- 16.4. Attorneys' Fees – In any proceeding to enforce this Agreement, the prevailing party shall be entitled to attorneys' fees and costs in any amount determined by the court.
- 16.5. Choice of Laws/Venue – This Agreement shall in all respects be governed by the laws of the State of California applicable to Agreement executed and to be wholly performed with the State. Any action regarding this Agreement shall be brought in Alameda County Superior Court.

**EXHIBIT D: Sample Agreement / Insurance Req.****Tree Inventory and Related Services**

- 16.6. Counterparts – This Agreement may be executed in separate counterparts that, together, shall constitute and be one and the same instrument.
- 16.7. No Third Party Beneficiaries – This Agreement is for the sole benefit of the parties hereto and their permitted assigns (if any), and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns any legal or equitable rights hereunder.
- 16.8. No Presumption Regarding Drafter – The parties to this Agreement acknowledge that its terms and provisions have been negotiated and discussed among them and that it reflects their mutual agreement regarding its subject matter. Therefore, neither party shall be deemed to be the drafter of this Agreement nor shall there be no presumption for or against the drafter in its interpretation or enforcement.

IN WITNESS WHEREOF, the Parties have executed this Agreement at the place and as of the date first written above.

ALAMEDA COUNTY FLOOD CONTROL and WATER  
CONSERVATION DISTRICT, Zone 7, commonly known as  
ZONE 7 WATER AGENCY ("Agency")

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Valerie L. Pryor  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
TIN or SS Number



## **SAMPLE INSURANCE REQUIREMENTS**

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 \_\_\_\_\_ ("Consultant"), 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** - 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 – Other Contractual Considerations) Insurance appropriate 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.