

Request for Proposal

Del Paso Manor Water District

*The Del Paso Manor Water District wishes to contract for
Public Relations and Community Outreach Services*



PROPOSALS ARE DUE AT

5:00 p.m.

July 20, 2022

Proposals should be sent electronically to:

Alan Gardner at generalmanager@delpasomanorwd.org

Proposals sent by mail must be directed to:

Del Paso Manor Water District

1817 Maryal Drive, Suite 300

Sacramento, CA 95864

ATTN: Alan Gardner, General Manager

General Information

Del Paso Manor Water District ("District" or "DPMWD") was established in 1955 under County Water District laws. The District uses 100 percent groundwater to provide potable water for residential and commercial consumption and fire suppression. The District serves approximately 1,900 ratepayers; the largest commercial customer is the AT&T Phone Service Center which accesses water largely for its cooling tower. The area is considered "built out," meaning that it does not have additional land available for future development. While the majority (94 percent) of its customers are residential ratepayers, water use is fairly evenly allocated between residential and commercial clients

DPMWD is governed by a five-member Board of Directors, each of whom is elected at-large by the registered voters from within the District's service area. The District has an annual operating budget for 2022-2023 of approximately \$1.9 million Capital and \$1.28 million for O&M. The General Manager and District Legal Counsel each report directly to the Board of Directors. All other staff members report to the General Manager.

Additional information about the District is available online at www.delpasomanorwd.org.

A. Purpose

The District is requesting proposals from qualified full service public relations/marketing agencies to increase the level and quality of effective communication to the public. **Appendix A** identifies a more detailed Scope of Services desired by the District. The District is seeking to reward a contract for the completion of the described services. The proposed schedule is listed below:

| | |
|---|-------------|
| Action | Date 7-5-22 |
| RFP issued | 7-6-22 |
| Written questions concerning RFP from proposers due | 7-13-22 |
| RFP responses due | 7-20-22 |
| Agency selected, contract negotiated and signed | ASAP |

B. Qualifications/Experience

The ideal applicant will have a minimum of five (5) 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 utilize non-traditional communication and outreach tools; ability to complete projects within established timelines; in-house creative, graphic design, copywriting, planning and project management capabilities with a general understanding of the activities of a special district water utility.

More specifically, DPMWD anticipates that a large portion of the selected consultant's work will initially be in relation to the a future Proposition 218 hearing that will likely change water rates for the District's ratepayers. Leading up to the hearing at the end of the year, the District will want to engage its ratepayers in a variety of educational opportunities and increase awareness of the

costs and benefits of the proposed rate changes. Applicants with any experience with Proposition 218 procedures or other water districts should highlight that experience.

We anticipate the work may include a website update, newsletter, Nextdoor postings, other social media, community outreach and local community papers.

If the 218 is successful there will be significant work working with the community for the substantial disruption caused by the necessary construction. This is anticipated to last at least a year to two years.

If the 218 fails then there will still be some follow up work but the nature and type is not currently known and the applicant can suggest how this result would be managed.

C. Proposal Requirements

If applicants are submitting proposals by mail, please include five (5) copies. All proposals and accompanying documentation will become property of the District and will not be returned. Late submittals will not be considered.

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

1. Introduction and Executive Summary – Submit a letter of introduction and executive summary of your qualifications and response to this RFP.
2. Project Approach – Describe your firm's approach and any special ideas and techniques or 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 as well as your understanding of the diverse community and broad spectrum of issues facing the District's ratepayers.
3. Qualifications and Experience –
 - a. Firm qualifications: 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.
 - b. Team qualifications and experience: include brief resumes of principal-in-charge and key technical/professional staff to be assigned to the District. Discuss how key staff's experience in similar projects will be utilized. Additionally, discuss successful project management skills that will be employed. Resumes should be provided as an appendix.

Previous work examples should be provided in an appendix and include:

Branding and identity development

Graphic design, such as brochures or advertisements

Copywriting for an audience, such as editorial or newsletter

Sample press release

Digital media development, i.e. video, web applications, etc.

- c. Cost Proposal – The proposal shall include a section containing the fee for hourly services and a rate based on assignments by project or some combination thereof. All fees proposed should be clear and inclusive of all costs and expenses that may be incurred by the District under any alternative fee structure. Specifically:
 - (a) a monthly retainer fee should include:
 - (i) the monthly fee;
 - (ii) the number of monthly hours covered;
 - (iii) the activities and deliverables that are included;
 - (iv) exclusions; and
 - (v) out-of-pocket expenses that could be additional costs to the District.
 - (b) an hourly fee structure to state:
 - (i) an hourly fee schedule based on position classifications
 - (ii) approximate number of hours, on average per month, to cover the respondents proposed plan to meet stated District objectives, and
 - (iii) out-of-pocket expenses that could be additional costs to the District.

If a combination of a retainer and hourly fee structure is proposed, responders must include the information that is required in Sections (a) and (b) above as it applies to specific work items.

- d. References – Provide names and telephone numbers of three (3) references who will attest to your firm's ability to undertake and complete similar type projects on time and within budget.
- e. Availability – A statement of current workload and availability to accommodate scope of work.

D. Consultant Services Agreement

A copy of the District's Consultant Services Agreement is provided as **Appendix B** and must be signed by both parties prior to start of contract.

E. Costs

The cost of proposal preparation shall not be chargeable in any manner to the District.

F. Selection Process

All proposals must be received by the District's Executive Assistant by 5:00 p.m. on July 20, 2022.

Staff will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the qualifications and proposals.

Although interviews may not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing firms if necessary to obtain additional information that the District considers necessary to fully evaluate a proposing firm's qualifications.

In reviewing the proposals, the District will consider:

- a. Responsiveness to this RFP;
- b. Depth and breadth of experience and expertise in marketing and public outreach often encountered in special district/water district operations;
- c. Quality of work samples presented;
- d. Scope and appropriateness of services proposed; clear understanding by the applicant of work to be performed;
- e. Capability of providing consistent, timely responses, as determined by the availability of "back up" staff if principals are unavailable and by information requested from references;
- f. Competitiveness of fee schedule; and
- g. Other qualifications/criteria as deemed appropriate by the Board of Directors.

The District also reserves the right to:

- a. Request clarification or additional information from any proposing firm at any time;
- b. Waive immaterial defects or minor irregularities in a proposing firm's response to this request for proposals;
- c. Suspend or reopen the request for proposals process; and
- d. Reject any or all responses and terminate the process at any time.

The Board of Directors will appoint the next public relations/marketing firm for the Del Paso Manor Water District.

G. Acceptance of Proposal

Any consultant submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 5:00 p.m. on July 20, 2022.

H. Deadline

**The deadline for proposals is 5:00 p.m. on July 20, 2022 and should be sent electronically to:
Alan Gardner, General Manager at generalmanager@delpasomanorwd.org**

or five (5) copies, by mail, to:

Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento, CA 95864
ATTN: Alan Gardner, General Manager

Appendix A

Scope of Services

The selected firm/consultant will initially assist the District in development of a strategic communications plan that includes effective and timely communications with the public. In addition, the District will be looking to develop a technology plan for use in public affairs. The scope of services shall include, but not be limited to the following:

- Serve as a non-exclusive, full-service advertising, branding, marketing, media and communications agency. Support a strategic communication plan that includes goals for branding the District's programs and services;
- Create and maintain a detailed project plan that describes the full scope of work in which the firm/consultant is engaged;
- Integrate brand elements in all materials to maintain continuity and identification;
- Develop documents that are developed for public audiences, such as press releases, newsletters, brochure materials, position papers, and project descriptions through a variety of platforms including, radio, print, direct mail, and digital and internet marketing;
- Provide professional translation services for materials and media;
- Evaluate the effectiveness of the strategies at milestone points across the life of the contract to determine the success of the efforts and, as necessary, redefine the communication strategy to respond to changing needs of customers;
- Identify the District's current position in comparison to that of other water districts. Analyze all relevant research to recommend the best strategies and outreach channels;
- Perform media production services including but not limited to: creative concept, graphic design, photography, videography, copywriting, pre-press and printing;
- Seek out non-traditional, value-added media opportunities such as promotions, giveaways and editorial opportunities;
- Make recommendations to the District for more timely, transparent, and effective communication with residents and businesses of the District. Potential issues include:
 1. Water rates;
 2. Conservation;
 3. Future supply and long-range planning;
 4. Ratepayer communications;

5. Emergencies and crisis planning;
6. Employee communications; and
7. Website redevelopment.

In developing a technology plan for use in public affairs, the firm/consultant scope of work should include:

- Work in conjunction with the District and its key partners, including local community and business partners, to develop an overall strategy to improve the District's outreach and communication efforts;
- Assist with the development and distribution of messages targeting the District's stakeholders through a variety of platforms including, but not limited to print media, websites, streaming audio and video presentations, and links to common social media, and blogs;
- Develop a systematic means for the District to monitor Web usage; include Web metrics in regular views and evaluations, and make recommendations based on those metrics;
- Monitor, analyze and report on executed advertising campaigns. Provide written analysis of the campaign, including effectiveness, results and recommendations for improvements;

Additionally, should matters outside the scope of services be necessary, the District reserves the right to negotiate new terms and conditions of an agreement.

Appendix B

SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 202__, by and between the DEL PASO MANOR WATER DISTRICT ("District"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the District desires to enter into this Agreement for services with Consultant for _____ [description of services];

WHEREAS, the Consultant presented a proposal for such services to the District, dated _____, 202__, (attached hereto as **Exhibit A**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit A**.

B. Consultant enters into this Agreement as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Agreement to bind the District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this. Agreement.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

2. TERM:

A. This Agreement shall be effective and shall remain in effect until terminated as provided herein. The Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The District Manager or his or her designee may, by written instrument signed by the Parties, extend the term of this Agreement in the manner provided in Section 5, provided that

the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees and costs of services, but in no event shall total compensation exceed _____ (\$_____), without District's prior written approval. Consultant's fees shall be as specified in the Schedule of Fees, which is attached hereto and incorporated herein as **Exhibit C**.

B. Said amount shall be paid upon submittal of periodic billings showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Agreement. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Agreement, subject to Section 4.

4. TERMINATION:

A. This Agreement may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The District may temporarily suspend this Agreement, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.

C. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Agreement, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes, or modifications in the terms of this Agreement may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME TO PERFORM:

A. *Request for Extension.* Consultant may, for good cause, request extensions of time to perform the services required hereunder. The District may consider such requests but is not obligated to grant an extension or to grant an extension for as long as Consultant requests. Any extension shall be a written amendment to Section 2 of this Agreement. Any extension shall be authorized by the District before performance of those tasks for which the extension is sought are due under this Agreement. .

B. *Delay.* The Consultant shall at all times employ such efforts to perform under this Agreement within the time limits fixed herein. If the Consultant refuses or fails to do so, with such diligence as will ensure the completion within the time specified in the Agreement, or any extension thereof, or fails to perform within such time, District may exercise the termination provisions set forth in this Agreement.

C. *Excusable Delay.* Excusable delays shall be delays in the controlling operation of the Consultant's work due to strikes, lockouts by others, fire, earthquake, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, epidemic or pandemic, or any other act(s) of God beyond the Consultant's control, or by delay authorized by the District, or by any cause which District shall decide to justify the delay. The time of completion shall be extended for such reasonable time as District may decide. The Consultant's ability to obtain an extension of time for an excusable delay is expressly subject to Consultant's giving written notice within fifteen (15) days as set forth below following the date the Consultant knew or should have known of the delay. Such notice shall include all of the following and be made in the following manner in order to be valid:

1. written documentation as to the asserted cause of the delay, including identification of parties (individuals, private entities or public entities) asserted to be responsible, with such parties' contact information and an explanation as to why such party is asserted to be causing a delay, and any written evidence of the delay asserted to be caused by such party;

2. a detailed description of mitigation efforts undertaken by the Consultant, or reasons why such mitigation efforts are not practical;

3. an estimate as to the anticipated length of delay and monetary impact caused by the delay in dollars; and

4. if the asserted cause for delay involves government orders, directives or legal proceedings, a copy of all applicable orders and identification by court case number of any such legal proceeding with a general description as to why such orders or legal proceedings are asserted to be causing a delay.

Compensation. Under no circumstances shall the approval of an extension for any reason described in this Section entitle the Contractor to additional compensation from the District unless expressly provided for in the approval of the extension.

7. PROPERTY OF DISTRICT:

A. It is mutually agreed that all materials prepared by the Consultant under this Agreement shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates,

summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the District.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant warrants to the District that it is licensed by all applicable governmental bodies to perform this Agreement and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Agreement.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Agreement shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as

fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the District under this Agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of this Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct

incident to the performance of this Agreement except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the District. The provisions of this paragraph shall survive termination or suspension of this Agreement and no other provision of this Agreement or any attachment thereto shall reduce the indemnification obligations imposed under this Section.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Agreement and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Agreement. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the District's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the District.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the District.

2. *Business Automobile Liability.* Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the District.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance obligations imposed under this Section.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Agreement.

D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

17. NOTICE:

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

| District: | Consultant: |
|-----------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

18. MISCELLANEOUS PROVISIONS:

A. All exhibits to this Agreement are incorporated into this Agreement as though they are fully set forth herein and shall have the same force and effect as this Agreement.

B. In the event of an internal conflict between the provisions of this Agreement, more specific terms shall govern over less specific terms. In the event of a conflict between the provisions of this Agreement and its exhibits, the provisions contained in this Agreement shall govern over conflicting provisions of its exhibits. In the event of a conflict between the provisions of this Agreement and the District's RFP/RFQ, the provisions contained in this Agreement shall govern over conflicting provisions of the RFP/RFQ. In the event of a conflict between the provisions of this Agreement and the Contractor's insurance documents, the provisions of the insurance documents shall govern over this Agreement.

C. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

D. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

E. Consultant shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Consultant.

F. This Agreement and its exhibits constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in the writing.

G. This Agreement shall be interpreted and governed by the laws of the State of California.

H. Any action arising out of this Agreement shall be brought and maintained in San Mateo County California, regardless of where else venue may lie.

I. In any action brought by either party to enforce the terms of this Agreement, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

DEL PASO MANOR WATER DISTRICT

By: _____
Alan Gardner, General Manager

APPROVED AS TO FORM:

By: _____
Mona G. Ebrahimi, General Counsel

CONSULTANT

By: _____

Title: _____

EXHIBIT A

Consultant Proposal/Scope of Work

EXHIBIT B

Schedule of Performance

EXHIBIT C

Schedule of Fees

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the District, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date)

Name of Consultant* _____
(First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

District, State, Zip _____

Contracting District Dept. _____

Estimated Date of Project Completion _____

- A. Will consultant make governmental decision whether to:
- Approve a rate, rule, or regulation? Yes No
 - Adopt or enforce a law? Yes No
 - Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No

- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No

- Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No

- Grant agency approval to a plan, design, report, study, or similar item? Yes No

- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No

- Will the consultant serve in a staff capacity with the District and in that capacity perform the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code? Yes No

- Will consultant manage public investments? Yes No

Name of Person Completing Questionnaire

Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.*