

Soquel Creek Water District

Request for Proposals

**To Provide Labor Compliance Monitoring
for Pure Water Soquel Program**

Request for Proposals Issued: June 10, 2020
Proposals Due: 3:00 pm, June 24, 2020



Soquel Creek Water District

Attention: Eileen Eisner Streller, Assistant Engineer II
5180 Soquel Drive, Soquel, CA 95073
eileens@soquelcreekwater.org

Request for Proposals

I. Purpose

Soquel Creek Water District (District) invites qualified labor compliance consulting firm(s) to provide Labor Compliance Monitoring On-Call Services associated with various construction projects and contracts. These services will generally consist of performing labor compliance monitoring and reporting for the Pure Water Soquel (PWS) capital improvements. These services will generally consist of performing labor compliance monitoring and reporting for the Pure Water Soquel (PWS) capital improvement.

The selected labor compliance consulting firm's contract will be for On-Call Services for a period of one (1) year with the ability to extend the agreement annually up to four (4) additional one-year extensions. Contracted consulting firm will be issued task orders to provide labor compliance monitoring services for a specific project or activity as needed for construction projects.

The projects requiring labor compliance monitoring services at this time are for the PWS program and could be expanded for additional contracts overseen by the District. The specific number of other District construction projects (estimate no more than five) that may require these monitoring services is not known at this time, may vary from year to year, and a separate task order would be issued.

II. Background

Soquel Creek Water District is an independent special district of the State of California, organized pursuant to Section 30000 et. seq. of the California Water Code. The District provides water service and groundwater resource management in a 17-square-mile service area along the California coast in Santa Cruz County, which includes portions of the City of Capitola and the unincorporated communities of Aptos, La Selva Beach, Rio Del Mar, Seascape, Seacliff Beach and Soquel. The District serves a population of over 40,000 customers through approximately 15,800 service connections. The District is entirely dependent on local groundwater for its water supply.

The Board of Directors is comprised of five elected members. The General Manager, who is appointed by the Board of Directors, is responsible for day-to-day operations. The District employs 45.8 full-time employees and has an operating budget of \$12.6 million (FY 19/20).

The District provides a safe, high quality, reliable, and sustainable water supply to meet our community's present and future needs in an environmentally sensitive and economically responsible manner. Additional information about the District is available online at www.soquelcreekwater.org.

The District relies solely on groundwater sources for its water supply. The Mid-County Groundwater Basin, the primary source of water for the District, has been in a state of critical overdraft since 2014; more water is being extracted from the groundwater source than is being recharged by natural rainfall causing seawater intrusion. Seawater intrusion has been detected in some of the coastal monitoring wells in the basin, which has been confirmed by geophysical mapping.

Despite significant conservation efforts by District customers, the groundwater basin remains critically over-drafted and an additional water supply is required to supplement the natural recharge of the basin and combat the seawater intrusion. Planning for a reliable, high-quality and affordable water supply that protects groundwater resources is a top priority for the District. To that end, the District is implementing the PWS project. As part of this project, the District is planning to replenish approximately 1,500 acre-feet per year (AFY) of supplemental purified water in the groundwater basin (at specific locations in the aquifer). The District Board has set the target completion date of December 2022 to have the PWS project online.

Anticipated Construction Schedule for Pure Water Soquel:

Conveyance Infrastructure Project: (November 2020-November 2022)

Treatment Facilities Project (January 2021 – December 2022)

Seawater Intrusion Prevention Well/Recharge Project: (July 2020 – August 2022)

III. Pure Water Soquel

The Pure Water Soquel Program includes multiple procurements and construction contracts, including a single Progressive Design Build (PDB) procurement for design and construction of tertiary treatment facility located at the Santa Cruz Wastewater Treatment Plant and an advanced water treatment facility located mid-county at Chanticleer Avenue, and a separate PDB procurement for the conveyance infrastructure. The seawater intrusion prevention (SWIP)/recharge wells are being implemented using the traditional Design Bid Build delivery method. Figure 1 shows the locations for the treatment facilities, SWIP/recharge wells and interconnecting conveyance infrastructure systems.



Figure 1 PWS System Overview

IV. Scope of Services

The Labor Compliance Monitoring On-Call Services firm (Consultant) will work closely with the District Management Team and staff. The District prefers to hire one firm to perform Labor Compliance Monitoring and all qualified individuals and firms are encouraged to submit a proposal. The anticipated scope of services may include, but are not limited to, the following:

The Consultant is to provide federal, state and local labor monitoring services for public works projects funded by grants and loans; for the PWS this includes the State Water Resources Control Board Proposition 1 Groundwater Quality Grant and the State Water Resources Proposition 13 Sea Water Intrusion Control Loan and EPA's Water Infrastructure Finance and Innovation Act (WIFIA) Loan Program. The District has applied for, but not yet awarded, a US Bureau of Reclamation Title XVI Water Recycling Grant.

There is currently no formal requirement for the District to have a CA Department of Industrial Relations (DIR) approved Labor Compliance Program (LCP), such as LCPs required for public works projects funded under Proposition 84 (Safe Drinking Water, etc. Bond Act of 2006).

Tasks to be performed **may** include the following and the District is seeking the Consultant's professional experience to propose on tasks that are essential for reasonable assurance on compliance with the funding requirements listed above in their proposal (as their **BASE** Proposal) and to include other tasks as **OPTIONAL**:

1. Prepare materials for and attend pre-bid and preconstruction meetings to explain labor standards requirements to contractors.
2. Assist in the review and responses to requests for information during bidding.
3. Evaluate submitted bids for accuracy and past prevailing wage violations by contractors.
4. Establish and maintain payroll files in conformance with standards established by the District and grantor agencies.
5. Perform forms collection, review and verifications; certified payroll review; apprenticeship program compliance oversight; on-site monitoring; field reviews and all related follow-up including assistance with electronic submissions of certified payroll and all related documents into the California Department of Industrial Relations (DIR).
6. Review and verify that the Contractor and all subcontractors comply with the Davis-Bacon Act (40 U.S.C. §§3141 et seq.), all applicable implementing regulations and guidance, the prevailing wage rate determination requirements for the project, and all other compliance matters.
7. Address labor compliance inquiries from contractors.
8. Provide technical guidance to contractors, as needed, to aid in contractor electronic registration process as well as completion and submission of electronic payroll forms.
9. Monitor receipt of "one-time" documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and Apprentice programs.
10. Review, monitor and report monthly payrolls submitted by contractors and subcontractors.
11. Provide PWS team a concise monthly report, mentioning specific work and tasks performed by the firm.
12. Follow-up and report on delinquent payrolls and wage underpayment in accordance with grant agency and PWS requirements.
13. Interview one employee per trade, per month and verify interview results against submitted payrolls.
14. Respond to audit requests for information received from the State of California Department of Industrial Relations (DIR), the Federal Department of Labor (DOL) and other regulatory authorities.
15. Provide Disadvantaged Business Enterprise (DBE) and other DBE Programs verification reports upon the request of the District, if needed.
16. Review labor standard provisions of contract specifications upon the request of the District.
17. Provide technical assistance and training of District staff to perform some or all the monitoring functions as may be requested.

- a. Prepare periodic report on status of labor compliance documents for construction projects.
- b. Meet with District staff or PWS team members to review payroll files, as needed.
18. Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services as administered by your firm.

V. Qualifications

Describe the firm's qualifications and experience to perform labor compliance monitoring services as it relates to the services outlined in this solicitation. The summary should include the following:

- a. A description of the firm's qualifications and experience, mentioning specific, similar and related work pertinent to various types of monitoring and reporting on projects similar to what would be expected when working for a public water district.
- b. Identification of staff who would be assigned to do these monitoring and reporting assignments, include the proposed responsibilities. A brief résumé of staff who would provide these services, highlight special qualifications relevant to what could be included in the various projects. Provide an organizational chart (org chart) with your submittal.
- c. Identification of all staff that will be directly, indirectly, or periodically involved in any task, citing their responsibilities. This section should identify key personnel assigned to the Districts projects.
- d. Identification of any subconsultants, include resumes of key/participating staff proposed for these various project tasks, and how the tasks would be carried out.
- e. A brief history of the firm.

VI. Submittal Requirements and Response Format

The District requires the applicant to submit a well-organized, concise proposal clearly addressing all the requirements outlined in this RFP. Responses should demonstrate the firm's and the individual's qualifications and experience related to the required professional services and labor compliance monitoring support. To be considered responsive, the proposal must provide specific answers to all requests for information requested below. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate and comparative evaluation.

The proposal must be submitted in an envelope clearly marked "Request for Proposals, Labor Compliance Monitoring On-Call Services".

- a. Responses submitted via any form of electronic transmission (except as listed above), such as electronic mail or facsimile, will not be considered.
- b. Responses should be clear, concise, and complete. They should be submitted using 8 ½" by 11" paper, portrait format. Illustrations, if required, may be submitted on 11" by 17" sheets, but should be folded to fit within the 8 ½" by 11" format.
- c. Proposals shall not exceed 25 pages of written material, including the transmittal letter. RFPs failing to comply with the page limitation will be considered non-responsive to the submittal requirements and disqualified from the selection process and will not be evaluated. The page limitation includes any written, photographic, or graphic material contained in the body of the RFP and any appendices, brochures, or pamphlets.
- d. The page limitation does not include the cover of the proposal, title page, table of contents, resumes, blank pages, Disclosure of Conflict of Interest, or Acknowledgement of Addenda. Resumes should be limited to no more than 2 pages.

- e. Responses may be bound by any means except by 3-ring binders and paper/binder clips.
- f. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks, as required.

Interested firms shall submit one (1) hard copy and one electronic format (on a USB flash-drive) of the proposal at the date and contact information indicated below.

Proposals must be mailed to this address:

Soquel Creek Water District
Attn: Eileen Eisner Streller
5180 Soquel Drive
Soquel, CA 95073

If hand delivered, proposals will be accepted at the District Office (5180 Soquel Drive, Soquel, CA 95073) on June 24, 2020 from 2:30-3:00 pm (Office is currently closed to the public to prevent community spread of COVID-19).

DEADLINE FOR SUBMISSION OF PROPOSAL: 3:00 PM ON June 24, 2020

Proposals will not be accepted after the date and time designated above. It is the sole responsibility of the respondent to see that his/her proposal is delivered and received by the deadline. Any proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late submissions will not be evaluated for award.

At a minimum, the Proposal shall include:

A. Cover Letter

This letter shall be a brief formal letter acknowledging the purpose and scope of the services and signed by an individual with the authority to commit the firm. The cover letter shall acknowledge the Professional Service Agreement, the requirements of the RFP and commit to execute this agreement with the District. This letter must include the following information:

- Complete legal (company) name (as it should appear in a contract).
- Company Address.
- Contact person, telephone number, and email address.
- Identify all materials and enclosures being forwarded in response to this solicitation.
- The letter must be signed by an individual authorized to bind the proposing entity.

B. Qualifications

1. Describe the nature of your firm's practice and your qualifications for providing Labor Compliance Monitoring Services to the District.
2. Provide the overall capabilities, qualifications, training and areas of expertise for each of the principals, partners and associates of the firm, including the length of employment for each person and his/her area of specialization for those involved in the assignment.

C. Approach to Services

A clear description of the Firm's approach and methodology to complete any of the work tasks outlined in this RFP, including:

1. Describe your basic approach and methodology that would be used to provide labor compliance monitoring services. Identify any supplemental tasks or processes that you may see as necessary, or any special or innovative considerations that should be part of the services which may improve the

monitoring and reporting process.

D. Labor Compliance Team

The Proposal shall identify the primary contact who will be responsible for providing Labor Compliance services to the District, and other staff to be assigned to the Districts Labor Compliance matters. Provide a brief overview of the firm and identify local and regional branch offices if any. Provide a specific organizational chart identifying key project personnel by name, title, work office location, qualifications for each employee and the areas of expertise for which each team member will be responsible for.

E. Experience

Include a summary of the experience and performance for similar agencies and projects, provide specific examples of California Proposition 1 experience and Federal EPA or Bureau experience, if available. Include the following information:

1. Agency, contact person (name, title, phone number, and email)
2. Agency size and description
3. Agency budget
4. Project cost, duration, and number of construction personnel
5. Total term of relationship with Agency
6. Please note if your firm has any previous or current projects that were out of compliance and when they were resolved.

F. Local Experience

Describe the firm's experience and knowledge with the County of Santa Cruz, Soquel Creek Water District, and other local agencies.

G. Location

Provide intended office location and accessibility and include a commitment of availability to attendance at District meetings when requested.

H. Conflict of Interest / Ethics

It is the desire of the District to hire a firm that does not frequently have to recuse itself from issues due to conflict of interest or concerns. Please provide a statement identifying any potential conflicts of interest with other clients or interests in the firm.

The firm should identify and disclose any business relationship, direct or indirect, with any of the neighboring agencies, cities or special districts.

I. References

Please provide three (3) professional references, particularly from work with similar agencies.

J. Resumes

Please include resumes for the primary contact who will be responsible for providing Labor Compliance services to the District, and staff to be assigned to the District. Please limit each resume to two (2) pages.

K. Fee Schedule and Sample Level of Effort

Provide a sample scope of work and budget for the treatment project (up to 32 construction personnel), a pipeline project (up to 30 construction personnel) and a small project (up to 10 construction personnel) similar to the services requested in this solicitation. This should include an estimate of monthly labor hours expended for labor compliance services separated by key personnel in your firm for each size of project. The labor hours shall be based upon standard task of work for similar type of activities based on experience with working for a public agency on these types of

monitoring and reporting activities.

Please provide a budget for your recommended labor compliance services along with a task and budget for the BASE Tasks and a separate item for OPTIONAL Tasks (as described in Section IV) along with an hourly rate schedule and anticipated specific expenses (i.e. rate for mileage, reproduction of documents, travel) proposed for compensation and/or reimbursement for the above services. The selected firm shall receive no compensation for travel expenses to/from the District for normal course of business meetings and Board meetings.

VII. Review and Selection Process

A. Process

Proposals will be evaluated based on the criteria established above (see evaluation criteria below) Top-rated firms may be invited to an in-person interview with the District’s Evaluation Committee, which may be comprised of District board members, other agency staff and their designee’s.

B. Schedule

The District anticipates that the process for selection of firm and awarding of the contract will be according to the following tentative schedule:

Action	Approximate Date
District Releases RFP	Wednesday, June 10, 2020
Last Day for Respondent’s Questions*	Wednesday, June 17, 2020 at 4:00 pm
Addendum if needed	Friday June 19, 2020 by Close Of Business
Proposals Due	Wednesday, June 24, 2020 at 3:00 pm
In-Person Interviews, if required	Tuesday, June 30, 2020
Selection Award/Contract	July 2020

***All questions and/or requests for clarification regarding this RFP must be received in writing (via email) to the point of contact (below) no later than 4:00 p.m., June 17, 2020. Contact information below:*

Soquel Creek Water District
Attn: Eileen Eisner Streller
5180 Soquel Drive
Soquel, CA 95073 eileens@soquelcreekwater.org

C. Evaluation Criteria

Firms will be evaluated on the information presented in the Proposal. Final selection will be based on the proposal as well as an interview with the top-rated firms, if conducted. Evaluation factors shall include the following:

1. Qualifications as they relate to this RFP (40%).
 - a. Firm’s knowledge of and experience with, California special districts, prevailing wage law and codes, other public-sector experience.
 - b. Qualifications of proposed key personnel.
2. Firm’s approach to complete the scope of services outlined in the RFP (30%) including the Sample Level of Effort.

3. Ability to provide the required services in a timely manner (15%).
 - a. Accessibility of staff.
 - b. Flexibility and readiness for completing specified work.
4. Firm's reputation for integrity, competence and input from the references (15%).

VIII. General Terms and Conditions

A. Limitation

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of a response or to procure or contract for services or supplies.

B. Information Disclosure to Third Parties

Proposals are a matter of public record and are open to inspection under the California Public Records Act. If any respondent claims any part of its proposal is exempt from disclosure and copying, they shall so indicate in the transmittal letter. By responding to this RFP, respondents waive any challenge to the District's decision in this regard.

If any proposal contains confidential information, the respondent shall clearly label and stamp the specific portions that are to be kept confidential. The respondent is urged to identify the truly confidential portions of the RFP and not simply mark all or substantially all response as confidential.

Notwithstanding the foregoing, respondents recognize that the District will not be responsible or liable in any way for loses that the respondents may suffer from the disclosure of information or materials to third parties.

C. District Rights and Options

The District, at its sole discretion, reserves the following rights:

1. To determine which respondents, if any, shall be included on a short list of semi-finalists based on the criteria set forth in the RFP;
2. To reject any, or all proposals or information received pursuant to this RFP;
3. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum;
4. To cancel this RFP with or without the substitution of another RFP or prequalification process;
5. To request additional information;
6. To verify the qualifications and experience of each respondent;
7. To require one or more respondents to supplement, clarify or provide additional information in order for the District to evaluate proposals submitted;
8. To hire multiple firms to perform the necessary duties and range of services if it is determined to be in the best interests of the District;
9. To use any techniques or concepts included in the submitted proposal regardless of firm's selection; and
10. To waive any minor defect or technicality in any proposal received.

IX. Attachments and Resources

- A. Exhibit A Acknowledgement of Addendums (attached)
- B. Exhibit B Sample Professional Services Agreement (attached)
- C. Website: www.soquelcreekwater.org
- D. [Soquel Creek Water District Boundary Map](#)
- E. PWS Informational Videos: <https://www.soquelcreekwater.org/video-library>

Exhibit A

Acknowledgement of Addendums

Project Name: Labor Compliance Monitoring On-Call Services

Acknowledgement by Respondent

Each Respondent is requested to acknowledge receipt of all addendums by his/her signature affixed hereto and to file same with and attach to his/her response to this RFP due by 3:00 p.m. (PDT), June 24, 2020.

These addendums are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the contract documents. **All Respondents MUST acknowledge receipt of these addendums by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their response.**

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under the RFP.

Respondent's Signature Date



Exhibit B Sample PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the Soquel Creek Water District, a public agency organized and operating under the laws of the State of California with its principal place of business at 5180 Soquel Drive, Soquel, CA 95073 (“District”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

_____ (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit “A.” **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.” **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the



District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. **[Insert Term or Time of Performance].**

[If engaging the Consultant for a particular term, use the following provision]

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services - if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry 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, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this

Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts

sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents, or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. 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 ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the District, its 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 subconsultants to comply with all

California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert “Reserved”, if not applicable.]

15. District Material Requirements.

Consultant is hereby made aware of the District’s requirements regarding materials, as set forth in **[Insert the name of the document that contains the District’s standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Cruz, State of California.

17 Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District

shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

19. Organization

Consultant shall assign [redacted] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:
Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95073
Attn: [redacted]
[redacted]

CONSULTANT:
[redacted]
[redacted]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements *****INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]**

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule

EXHIBIT D

Federal Requirements