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Board of Directors
Dr. Bruce Daniels, President
Rachél Lather, Vice-President
Dr. Thomas R. LaHue
Dr. Bruce Jaffe
Carla Christensen

Ron Duncan, *General Manager*

REQUEST FOR PROPOSAL
TO CONDUCT A RISK AND RESILIENCE ASSESSMENT
AND PREPARE AN EMERGENCY RESPONSE PLAN
CWO 20-5011

February 19, 2020

Recommended By:

A handwritten signature in black ink, appearing to read 'Christine Mead', written over a horizontal line.

Christine Mead
Operations & Maintenance Manager

Approved By:

A handwritten signature in blue ink, appearing to read 'Ron Duncan', written over a horizontal line.

Ron Duncan
General Manager

1. REQUEST FOR PROPOSAL (RFP)

Soquel Creek Water District (District) is requesting qualified firms to submit a proposal to complete a drinking water system Risk and Resilience Assessment (RRA) and prepare an Emergency Response Plan (ERP) in compliance with Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA). The purpose of AWIA is to review existing infrastructure systems and operation practices and recommend actions to improve and minimize impacts on public health and the safety and supply of drinking water from natural hazards or malevolent acts. The selected consultant shall provide the full range of services for plan development including project management and obtaining data and information from District staff and applicable District consultants. The full Scope of Services is included as Attachment 1.

2. BACKGROUND

The Soquel Creek County Water District was founded in 1961 after a local ballot measure was passed to establish the District and elect five directors to carry out the purpose of providing flood control and water conservation services. The District was formed according to the provisions of County Water District Law under Division XII of the California Water Code (Section 30000 et seq.).

In 1964, the District acquired the Monterey Bay Water Company and discontinued flood control services. In 1983, "County" was dropped from the name and the District became known as Soquel Creek Water District.

Today, the District serves a population of almost 41,000 through over 14,000 connections in four service areas within mid-Santa Cruz County. Capitola is the only incorporated city within the District's service area. Unincorporated communities include Aptos, La Selva Beach, Opal Cliffs, Rio Del Mar, Seascapes and Soquel. Ninety percent of our customers are residential. The District does not have any agricultural customers.

Currently, all of the District's water supply is groundwater from over-drafted aquifers underlying its service area; the Purisima Formation and the Aromas Red Sands Aquifer. The District operates and maintains 16 active wells, two standby wells, nine wellhead treatment plants, 13 pump stations and 18 storage tanks. A list of District facilities is included in Attachment 2. Water is delivered through more than 166 miles of pipeline, ranging in size from one to 18 inches in diameter.

In 2019, District water production was 1,048 million gallons.

3. COMMUNICATION

Respondents may submit questions concerning this RFP in writing to:

Michael Wilson, PE
Associate Engineer
5180 Soquel Drive
Soquel, California 95073

It is recommended that all questions be sent by certified mail, return receipt requested; however, electronic inquiries by e-mail will be accepted at michaelw@soquelcreekwater.org.

Staff reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Staff.

4. RESPONSE TO RFP

Firms interested in being considered are requested to submit a proposal, as described below, on or before 2:00 p.m., March 23, 2020 to

O&M Department
Soquel Creek Water District
5180 Soquel Drive
Soquel, California 95073
Attn: Christine Mead
Re: AWIA Services

Four (4) copies of the project proposal plus one (1) copy of the Fee Schedule shall be submitted and are to be no longer than 20 pages in length (10 double-sided pages), excluding résumés and attachments. The proposal should use recycled paper and binding materials as much as possible.

A tentative timeline for the selection process follows. (Note: shortlisting may extend this process).

Issue RFP -----February 19, 2020
Question/Comment Deadline----- March 16, 2020
Statement of Qualifications Due----- March 23, 2020
Evaluation of Qualifications Complete -----May 1, 2020
Approve and Award Contract----- July 1, 2020

5. PROPOSAL FORMAT AND REQUESTED INFORMATION

A Project Understanding, Technical Experience, and Qualifications

1. Cover letter. Describe your firm or team’s interest and commitment in providing consulting services for the District. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the District shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
2. A general description of the consultant’s firm and the firm’s qualifications.
3. A detailed description of consultant’s understanding of the project.
4. Project understanding, approach and preliminary scope of work (see Attachment 1).
5. Listing of the key personnel (including subconsultants) performing the work including a description of their background, qualifications, recent similar experience, and responsibility on this program. Clearly specify the individual designated as the Project Manager.
6. List and description of similar projects recently completed including dates of service and client. Provide a cross-reference table when applicable showing with which project(s) staff from Item 4 were associated.
7. Client references, including contact person and current telephone numbers. References should focus on recent projects in which the personnel listed in Item 4 had responsibilities.
8. Résumés/attachments.

B. Cost

1. Provide a complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed.
2. **The cost proposal shall be submitted in a separate sealed envelope, clearly marked "Cost Proposal."**

6. EVALUATION CRITERIA

Firms will be evaluated on the information presented in the written proposal. Evaluation factors used to select the consultant shall include, but may not be limited to, the following.

- A. Demonstrated understanding of the project requirements, its complexities and challenges and proposed approach. (Maximum score 10 points.)
- B. Familiarity with policies and procedures related to the work effort. (Maximum score 10 points.)
- C. Qualifications relating to RRAs and preparation of ERPs. (Maximum score 20 points.)
- D. Qualifications of proposed key personnel and their demonstrated recent experience in completing projects similar in scope and complexity. (Maximum score 20 points.)
- E. Familiarity with the regulatory framework to which this project will need to comply. (Maximum score 10 points.)
- F. Ability to provide the required services in an efficient and timely manner. (Maximum score 10 points.)
- G. Firm's reputation for integrity and competence. (Maximum score 10 points.)
- H. Location of nearest office (preference is to local or near-local firms). (Maximum score 10 points.)

Proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness to the RFP. The top proposals may be placed on a short list of finalists and called in for interviews. The firm selected as the first choice will be notified and negotiations will begin immediately on the final terms of the contract. If an agreement is not reached within fourteen (14) calendar days, negotiations with the next highest ranked candidate will begin. This process will continue until an agreement is reached or it is decided to re-advertise.

The District reserves the right to reject any or all submittals, and to waive any and all irregularities to choose the firm which, in the District's opinion, best serves the District's interests.

ATTACHMENT 1
SCOPE OF SERVICES

SCOPE OF SERVICES

- 1. Complete a Risk and Resilience Assessment; and**
- 2. Prepare an Emergency Response Plan**

SCOPE OF WORK

The Consultant will define the approach and the specific scope of work and methodology to 1) Complete a drinking water system Risk and Resilience Assessment (RRA); and 2) revise the District's Emergency Response Plan (ERP). Section 2013 of the America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people complete both of these tasks within six months of each other. This project requires the Consultant complete both separate tasks conjointly.

The proposal should include a detailed description of all project tasks, including those suggested in this scope of work and any proposed changes, additions, or recommendations. The description of each project task should include descriptions of the task itself, the methodology or analytical process, scheduling, personnel and costs. If the Consultant believes that the project can be enhanced in any way by the addition of other tasks or the deletion of any specified tasks, such information should be included in the proposal.

In general, the scope of work shall include the following:

Project Team Qualifications

1. The RRA project technical lead or project manager shall have previous experience implementing the American Water Works Association (AWWA) J100 Risk Assessment Methodology.
2. Project staff shall have demonstrated experience conducting RRAs and developing ERPs.
3. Project staff shall demonstrate project experience using the AWWA Cybersecurity Use-Case Tool.
4. At least one project team member shall have a current Certified Information Systems Security Professional (CISSP) certification.

Project Scope of Work

Task 1 – Project Management

1. Provide overall project management to ensure all tasks are fully completed and within the allocated budget and timeframe. Additionally, include an appropriate number of project meetings and workshops to coordinate with the District (including phone and in-person meetings).
2. Per the federal mandate issued by the United States Environmental Protection Agency (U.S. EPA), the District is required to develop an RRA and ERP, defined by of Section 2013 of the America's Water Infrastructure Act (AWIA), and submit Certification Letter(s) to the U.S. EPA upon their completion. The District's population of approximately 41,000 is between 3,301 and 49,999, thus submissions to the U.S. EPA are required by June 30, 2021 for the RRA, and December 30, 2021 for the ERP. The project timeframe shall reflect these compliance dates.

3. The Consultant shall continuously check in with the U.S. EPA for any AWIA requirement changes and/or updates and shall utilize such updated information to complete the RRA and ERP, accordingly.

Task 2 – Data Collection

1. The Consultant is expected to understand the current regulations of the U.S. EPA. The consultant shall also understand the data collection requirements to support use of the voluntary consensus standards provided by the AWWA including the following: AWWA G430, AWWA J100, AWWA Cybersecurity Tool, etc.
2. The Consultant is expected to conduct the necessary investigations to obtain essential information required to develop the RRA and ERP that fully conforms with the AWIA requirements, in the event such information is not provided in this RFP.
3. The facilities needing access will require coordination with District staff if access is needed. Safety protocols meeting industry standards shall be required whenever the Consultant is visiting District facilities.
4. The District previously developed a Vulnerability Assessment and ERP which were completed in 2004. These shall be provided to the successful Consultant upon completing and submitting a Confidentiality and Non-Disclosure Agreement.
5. The District will provide all available records requested by the successful Consultant, which are necessary to assist the Consultant in the development of the RRA and ERP.

Task 3 – Risk and Resilience Assessment

The Consultant shall develop an RRA that satisfies the following requirements of Section 2013 of the AWIA, and any other subsequent updated requirements that the U.S. EPA shall provide for conducting this assessment. These requirements include:

1. The risk to the system from malevolent acts and natural hazards;
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, and electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. The monitoring practices of the system;
4. The financial infrastructure of the system;
5. The use, storage, or handling of various chemicals by the system; and
6. The operation and maintenance of the system.

The Consultant shall develop and submit an RRA, compliant with Section 2013 of the AWIA, to the District for review and approval. Upon District approval of the RRA, the Consultant shall draft the Certification Letter for submittal to the U.S. EPA. The Consultant shall submit the draft RRA Certification Letter to the District for review by April 2021. The Consultant shall be responsible to submit the District-approved RRA Certification Letter to the U.S. EPA no later than June 15, 2021.

Task 4 - Emergency Response Plan

The Consultant shall develop an ERP that covers and incorporates the following requirements of Sec. 2013 of the AWIA, and any other subsequent updated requirements that the U.S. EPA shall provide for conducting this assessment:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, and construction of flood protection barriers; and
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

The Consultant shall, to the extent possible, coordinate with the local emergency planning committee established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing the RRA and ERP (AWIA), and the local fire department and the Office of Emergency Services when preparing the ERP (California Government Code 8607.2).

The Consultant shall develop and submit an ERP, compliant with Section 2013 of the AWIA, to the District for review and approval. Upon completion of the ERP, the Consultant shall draft the Certification Letter to the U.S. EPA. The Consultant shall submit the Draft ERP Certification Letter to the District for review by October 2021. The Consultant shall be responsible to submit the District-approved ERP Certification Letter to the U.S. EPA no later than December 15, 2021.

Note: Actual "Scope of Services and Cost" will be negotiated with the highest ranked Proposer.

ATTACHMENT 2
DISTRICT FACILITIES

**SOQUEL CREEK WATER DISTRICT
WELLS, TANKS, TREATMENT PLANTS, AND BOOSTER STATIONS**

Plant No.	Name	Location
22	Altivo Well	La Selva Beach
27	Aptos Creek Well	Aptos
13	Aptos Jr. High Well, Treatment Plant and Boosters	Aptos
50	Aptos Pump Station	Aptos
22A	Aqua View Tanks and Boosters	La Selva Beach
34	Austrian Tank and Boosters	Aptos
37	Bonita Well	Aptos
36	Canon Del Sol Tank	La Selva Beach
47	Cornwell Tank and Boosters	Soquel
18	Country Club Well	Aptos
28	Crestline Tanks	Soquel
38	Estates Well and Treatment Plant	Aptos
40	Fairway Tank and Boosters	Soquel
1	Garnet Well and Treatment Plant	Capitola
52	Granite Way Well	Aptos
Office & Shop	Headquarters	5180 Soquel Drive, Soquel
5A	Ironwood Tank	Soquel
41	Larkin Tank	La Selva Beach
39	Ledyard Well	Aptos
16	Lower Monte Toyon (Vista Mar) Boosters	Aptos
33	Madeline Well	Aptos
42	Main Street Well and Treatment Plant	Soquel
26	Maplethorpe Boosters	Soquel
25	Mar Vista Tanks and Boosters	Aptos
51	McGregor Pump Station	Capitola
48	Monte Toyon Tank and Boosters	Aptos
24	Monterey Well and Treatment Plant	Capitola
46	O'Neill Ranch Well and Treatment Plant	Soquel
34A	Park Wilshire Tank	Aptos
45	Polo Grounds Well and Treatment Plant	Aptos
4	Pringle Tank	Soquel
49	Proposed Quail Run Tank	Aptos
13A	Rio Del Mar Estates Tank and Radio Repeater	Aptos
2	Rosedale Well and Treatment Plant	Soquel
	San Andreas PRV	La Selva Beach
44	San Andreas Well	Aptos
35	Seascape Tank and Boosters	Aptos
32	Seascape Well	Aptos
21	Sells Well	La Selva Beach
	Shoretrails PRV	Aptos
	Sumner PRV	Aptos
43	T. Hopkins Well and Treatment Plant	Aptos
31	Tannery Well and Treatment Plant	Soquel
15	Vista Del Mar Tank and Boosters	Aptos

ATTACHMENT 3
AGREEMENT FOR CONSULTANT SERVICES

Professional Services Agreement

_____ (project name)

This Agreement for Professional Services ("Agreement") is made and entered into this ____ day of _____ 2020 by and between the **SOQUEL CREEK WATER DISTRICT** ("District") and _____ an individual ("Consultant").

RECITALS

The District has a need for professional services described in **Appendix A** and the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services.

Now, therefore, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1) Scope of Work.

- a) The Consultant shall furnish to the District upon execution of this Agreement or receipt of the District's written authorization to proceed, those services and work set forth in **Appendix A** ("Scope of Work") which is attached hereto and, by this reference, made a part hereof.
- b) The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, city and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this Agreement that are in effect at the time of performance of this Agreement. The District requires the consultant to submit an electronic version of all data files and an electronic file of any and all reports prepared by Consultant for District under this Agreement.

2) Term; Schedule; Termination.

- a) The term of this Agreement shall be from the date of the District's Notice to Proceed until completion of the work. Services and work provided by the Consultant under this Agreement shall be performed in a timely manner as stated in **Appendix C** ("Schedule").
- b) The District may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the District that the Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure. At the option of the District, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) the sale or transfer of Consultant's business. In addition, the District reserves the right to cancel the Agreement without cause with the Consultant with 10 days' advance written notice.

3) Compensation.

- a) The Consultant shall be compensated for work performed as set forth in **Appendix B** ("Fee Schedule"). The Consultant shall provide the District with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.
- b) The Consultant is entitled to "reimbursable expenses" as set forth in Appendix B.
- c) Payment by the District shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Work.
- d) Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from the District any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.
- e) The Consultant agrees to provide District with a W-9 form. The District shall not withhold any Federal or State income taxes or Social Security tax from any payments made by the District to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant.

4) Ownership of Work Product. All documents, drawings and work product ("Work") prepared or produced by the Consultant under this Agreement shall become and remain the property of the District, except as otherwise approved in writing by the District. The Consultant shall retain intellectual property rights in the Work, except Consultant shall grant the District a nonexclusive, perpetual and transferable license in all Work protected by intellectual property rights, and District may reproduce the plans, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work. The District shall indemnify the Consultant for any claims or damages arising from the District's negligence in modifying the Work. All physical or digital work product created pursuant hereto shall, upon completion, become the property of the District.

5) Prevailing Wages, DIR Registration. The Consultant shall abide by all applicable prevailing wage laws as set forth in Labor Code Section 1720 and 1770 et seq. If the services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, as defined by the Prevailing Wage Laws, the Consultant agrees to fully comply, and to require its sub consultants to comply with such laws. It shall be the Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6) Required Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by the Consultant at no expense to the District.

- 7) Office Space, Supplies, Equipment, etc.** Unless otherwise provided in this Agreement, the Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement.
- 8) Insurance Requirements.** The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as set forth in Appendix D (Insurance).
- 9) Defense and Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged 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 consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
- 10) Status of Consultant.** All acts of the Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of the Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers or employees of the District. The Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the District. If the Consultant deems it appropriate to employ a subconsultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the District and seek the District's prior approval. Any consultant, expert or investigator employed by the Consultant at the Consultant's expense and shall be the agent of the Consultant and not the District.
- 11) Records and Audit.** The Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for at least four (4) years. Any authorized representative of the District shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by the Consultant.
- 12) Assignment.** This is an agreement for the services of the Consultant. The District has relied upon the skills, knowledge, experience and training of the Consultant and Consultant's firm, associates and employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of the District.
- 13) Waiver of Default.** Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed

to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14) Notice. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or the District shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as set forth below.

15) Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

16) Amendment. This Agreement may be modified, amended by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.

18) Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

19) Governing Law and Venue. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in Santa Cruz County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

ATTEST:

DISTRICT

Section 1: Emma Olin, Clerk of the Board

By: _____ Date

Ron Duncan, General Manager
Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95073

CONTRACTOR

By: _____ Date _____

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Federal Tax I.D. Number

ATTACHMENT 4
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under "an insured" Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
1. **Additional Insured Status** - District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 2. **Primary Coverage** - For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.
- F. **Verification of Coverage** - Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
- H. **Safety** - In the performance of this contract the Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply