



**SOQUEL CREEK
WATER DISTRICT**

**REQUEST FOR PROPOSALS
FOR
HYDRAULIC MODEL
UPDATE, CALIBRATION, and SCENARIO ANALYSES**

Request for Proposals Issued: Monday, November 28, 2022

Proposals Due: Wednesday, January 4, 2023, 3:00 PM

Recommended and Approved by:

Taj Dufour, P.E.
Engineering Manager

Brice Dahlmeier, P.E.
Associate Engineer

Table of Contents

I. PURPOSE	2
II. BACKGROUND	2
III. SCOPE OF SERVICES	3
IV. QUALIFICATIONS	8
V. PROPOSAL CONTENT REQUIREMENTS	8
VI. PROPOSAL SUBMISSION	9
VII. PROPOSAL REVIEW	10
VIII. REVIEW SCHEDULE	11
IX. TERMS AND CONDITIONS	12
X. ATTACHMENTS	16

Request for Proposals

I. PURPOSE

The Soquel Creek Water District (SqCWD/District) seeks to retain an outside firm (Consultant) to update or replace an outdated water distribution system hydraulic model with a new calibrated model. This new water model will need to be integrated with the neighboring agency, City of Santa Cruz Water Department (SCWD/City), to evaluate various scenarios in an Optimization Study regarding groundwater pumping, water supply projects, and transfers between the two agencies.

II. BACKGROUND

Soquel Creek Water District (SqCWD/District)

The SqCWD is an independent special district of the State of California, organized pursuant to Section 30000 et. seq. of the California Water Code. The District, which is entirely dependent on groundwater, 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, Seascapes, Seacliff Beach and Soquel. The District serves a population of over 40,000 customers through approximately 15,800 service connections. The SqCWD is governed by a Board of Directors comprised of five elected members. Additional information about the District is available online: www.soquelcreekwater.org Historically, the District's water system has supplied on average 2-6 MGD (million gallons per day), seasonally. The Distribution system contains 18 wells, 18 tanks (2 with altitude valves), 3 hydro-pneumatic tanks and 2 on demand boosted zones, 2 fire pumps, 8 pressure regulated zones, 1 pressure sustaining valve, 9 booster pump stations, and 15 check valves.

The City of Santa Cruz

The City of Santa Cruz Water Department (SCWD) is a municipal utility that is owned and operated by the City of Santa Cruz (City). SCWD provides water service to an area of approximately 20 square miles, including the entire City of Santa Cruz, as well as the adjoining unincorporated areas of Santa Cruz County, a small part of the City of Capitola, and the coastal agricultural lands north of the city. The City water system supplies on average 8-10 MGD.

The Santa Cruz water system relies predominantly on local surface water supplies, which include the North Coast sources (Liddell Spring and Laguna, Majors, and Reggiardo Creeks), the San Lorenzo River (Felton Diversion, Tait Diversion, and Tait Wells), and Loch Lomond Reservoir. Together, these surface water sources represent approximately 95 percent of the City's total annual water production. The balance of the City's supply comes from groundwater, all of which is extracted from the Beltz Well system in the Santa Cruz Mid-County Groundwater Basin.

While water supply is considered to be adequate in normal and single dry years, supply reliability decreases during dry years. To address this supply vulnerability, the City is implementing its Water Supply Augmentation Strategy which, in addition to ongoing water conservation, includes the development of aquifer storage and recovery (ASR) facilities, transfers and/or exchanges with neighboring water districts, use of recycled water for non-potable and potable reuse, and potentially seawater desalination.

Optimization Study

The District has partnered with SCWD to procure an outside consulting firm on a grant funded project to look at opportunities for collaboration on regional water management projects (this is referred to as the optimization study). This optimization study seeks to evaluate the most efficient way to meet our groundwater sustainability criteria and pumping goals, while also supplying drinking water that meets state water quality standards to both of our agencies' customers. The optimization study involves significant groundwater modeling to evaluate how both agencies can best leverage Group 1 and Group 2 projects, as identified in the Santa Cruz Mid-County Groundwater Sustainability Plan

(GSP), which include, but are not limited to, the following: optimizing groundwater pumping, indirect potable reuse (IPR), and aquifer storage and recovery (ASR) projects to prevent seawater intrusion and develop a drought resistant supply of water. The various groundwater sustainability criteria and pumping goals identified in the GSP will inform the development of model control sets specified in more detail below.

Funding for this project is supported in part by a grant award from California Department of Water Resources' Sustainable Groundwater Management Program to the Santa Cruz Mid-County Groundwater Agency (MGA). The MGA received and entered into an agreement with the State of California (Agreement #4600014636). The grant is funded by the Budget Act of 2021 (Stats. 2021, ch. 240, § 80). The MGA Member Agencies, including Soquel Creek Water District, City of Santa Cruz, and County of Santa Cruz, may receive grant funding for services to be performed by the Consultant and its contractors or subcontractors (collectively, "Consultant"). To comply with the standard conditions of the Grant Agreement, the Consultant agrees to the requirements in Attachment A, Grant Requirements.

III. SCOPE OF SERVICES

This scope of services consists of two phases that present a broad outline of anticipated and potential tasks. The first phase is related to updating and improving an outdated model for the District, which will be used for modeling fire flows, capital improvement project evaluations, basic water quality and source tracking, etc. The second phase of this scope is related to integrating the District's model with SCWD's model to help evaluate scenarios and perform hydraulic analyses that feed into the optimization study.

Note that the District runs **Infowater** and ArcMap and the work for **phase 1** needs to be compatible with that software package. The phase 1 scope does not include any integration with the City's Distribution model. The work and deliverable for phase 1 will be utilizing Infowater.

The City runs Infowater Pro in ArcMap pro and because Infowater Pro is not backward compatible with Infowater, the District's model will need to be migrated to **Infowater Pro** platform as part of the **phase 2 scope**. The work and deliverables for phase 2 will be utilizing Infowater Pro.

A. Phase 1 SqCWD Model Build & Calibration

The District uses ArcMap 10.3.1 and Infowater version 12.4. All work and deliverable in this phase shall be able to run using this software package. The District's existing water network hydraulic model was last updated in 2016. An updated and improved model build is required to reflect significant changes to the distribution system composition and geometry, consumer demand trends, and operational needs. Upon review of the existing model and District-Provided datasets, the consultant shall provide a recommendation for either starting with the existing model to perform this update or to start a completely new build. The recommendation shall explain pros and cons of each approach. Training for District staff to utilize and maintain the model shall be included in the scope of work, further defined below.

1. Project Management
 - a. Coordination with District staff, City staff, Optimization Study consultants, and District's IT contractor
 - b. Meetings (Kickoff, Progress, Calibration, Scenario Overview, Training, etc.)
 - c. Schedule (baseline and quarterly update)
 - d. monthly invoicing and progress report
2. Existing System and Available Data Review
 - a. LIDAR surface elevation raster
 - b. Pump Curves for wells and booster pumps

- c. SCADA Setpoints and Controls Scheme
- d. SCADA time series data for tanks, wells, interties, SCADA controlled PRVs
- e. GIS map and feature classes. The GIS is a one to one relationship to the water model with the exception of the well and booster pump facilities.
- f. Previous version of model for reference
 - i. 18 Pressure Zones (including regulated zones), 18 wells, 18 tanks (2 w/ altitude valves), 3 hydroneumatic tank and 2 on demand 'boosted' zones, 2 fire pumps, 8 pressure reducing valves, 1 pressure sustaining valve, 9 booster pump stations, 15 check valves. The current model contains 10,000+ pipes.
- g. Customer Service Connection Table with demand information
- h. Urban Water Management Plan (Future demand projections for creating alternative demand sets)
- i. Pure Water Soquel Engineering Report (Pumping Distribution volume/yr to be used for developing control sets)

3. Deliverables

Using datasets referenced in item A.2., the Consultant shall deliver a validated and calibrated InfoWater model which incorporates all active/inactive distribution facilities, currently available demand volume and trend data, and several model scenarios as identified by the District. The Consultant shall also deliver documentation, training, and mapping as detailed below.

a. *InfoWater (ver. 12.4) Model Build and Validation*

- i. Update connectivity geometry (XY data) using District ArcMap build
- ii. Update elevation geometry (Z data) using District provided LiDAR data
- iii. Incorporation of hydro-pneumatic and boosted pressure zones
- iv. Update pump curves and system control setpoints
- v. Update demands (Avg Daily Demand, Max Day Demand, Min month Demand)
- vi. Develop Diurnal Demand curves

b. *Scenario Development*

- i. As-Is Operations (Based off item A.2. Datasets)
- ii. Add Pure Water Soquel, new groundwater well (Cunnison) and several various pumping regimes for modeling future scenarios (Alternate facility set)
- iii. Create Winter, Average and Summer Demand Set
- iv. Conservative Fire Flow Scenario for gravity fed portions of system, boosted zones, and areas served by fire pump.

c. *Model Calibration Plan*

Calibration Plan shall consider the following conditions and shall be submitted for approval, prior to implementation:

- i. Steady State snapshot of "static" conditions (elevations assigned correctly & Hydrant Flows)
- ii. 7 Day Extended Period simulation with diurnal demand curves (compared to SCADA data)
- iii. Model shall be calibrated to provide Water Age Analysis for up to a two month run time.
- iv. Verification/Analysis of model results vs. SCADA

d. *Model Build Report*

- i. Prepare report including description of how the model was developed, facilities included in the model, derivation process and methodology,

assumptions, issue resolution log, calibration results, model output results, identified problem areas, and recommendations for future enhancements.

e. Training

- i. Administer 8-16 hour training workshop for District staff to provide walkthrough and explanation of model operation and maintenance. Consultant shall provide a training agenda for review prior to scheduling training.
- ii. Training shall include scenario management best practices for creating, modifying, and deleting facility sets, demand sets, control sets, etc.
- iii. Evaluate GIS best practices for adding new infrastructure and create workflow document for future updates of the model.

f. Maps

- i. KMZ file with Fire Flows including pressure regulated zones and boosted/fire pump areas
- ii. KMZ file, or GIS layer or other means to communicate system pressure data from steady state model run

4. Anticipated Schedule for Phase 1 Activities

<u>Date</u>	<u>Activity</u>
February 2023	Phase 1 Kickoff Meeting & Dataset Overview
March-April 2023	Phase 1 Model Build
May 2023	Phase 1 Model Calibration
June 2023	Phase 1 Final Deliverables and Review
July 2023	Phase 1 Training

B. Phase 2 Integrated Model Build, Calibration & Scenario Development w/ City of Santa Cruz (SCWD)

This phase of the project will be a component that generates information that feeds into the District's and SCWD's regional water management optimization study. This phase will require connecting both agencies' models and performing model runs with various scenarios that may require iterating the input conditions. As previously noted, the District runs Infowater 12.4 while the City runs Infowater Pro. This phase will require the District's calibrated model from phase 1 to be migrated to the Infowater Pro platform. **Phase 2 work and deliverables shall be done using ArcPro and Infowater Pro.**

Questions that the phase 2 integrated model may need to answer include, but are not limited to, the following:

- Evaluating System Capacity to transfer water between agencies.
 - Water transfers need to be supported by Winter or Summer Demands of both agencies.
 - Water transfers need to consider various pumping goals and pumping regimes that will be provided by groundwater modeling scenarios. These annual pumping goals need to be translated into control sets.
 - Evaluate any facility capacity issues/limitations that may identify future capital improvement projects related to transmission, storage, pumping, etc.
- As part of a risk or sensitivity analysis, certain scenarios may be developed to find failure points or identify infrastructure weak points or 'bottlenecks.'
- Evaluating Water Quality Concerns including:
 - Water age and development of disinfection byproducts
 - Source Water tracking and time it is expected to stay in certain areas of the system
 - Ammonia & Chlorine interactions: Evaluating detention times in system, chloramine formation and degradation
- Evaluating System Energy demand for various scenarios

The below scope of services for this phase 2 is prepared as a broad outline of potential tasks.

1. Project Management

- a. Coordination with District staff, SCWD staff, Optimization Study Consultant staff, and Groundwater Modeling Consultant staff
- b. Meetings
 - i. Kickoff & Modeling Questions Workshop
 - ii. Scenario Development & Modeling Output Needs
 - iii. Participate in Optimization Study Progress Meeting to review results and evaluate Scenario adjustments (anticipate 3 of these meetings)
 - iv. Final Report Presentation and review
- c. Schedule (baseline and quarterly)
- d. Monthly invoicing and progress report

2. Existing System and Available Data Review

- a. SqCWD
 - i. InfoWater (ver. 12.4) Model from phase 1
 - ii. Pure Water Soquel (PWS) Pumping Redistribution Goals
 - iii. SCADA Data for intertie water exchange events
 - iv. Previous Water Transfer modeling results for water transfers from SCWD to District evaluating hydraulics and water age (aka. in-lieu recharge)
- b. SCWD
 - i. InfoWater Pro Model

- ii. SCADA Data for intertie water exchange events
- c. Water Project Optimization Working Group
 - i. Annual/Monthly Pumping Goals for System wells based off of upcoming groundwater modeling scenarios.

3. Deliverables

- a. SqCWD and SCWD Integrated Model Build and Validation
 - i. Migrate SqCWD model to InfoWater Pro
 - ii. Integrate both systems into single validated model
 - iii. All model run scenarios developed shall be able to run through 7 day extended period simulations to produce model outputs that can be graphed, tabled and analyzed.
 - iv. For some model scenarios, longer run times may be required to evaluate long term water age and water quality analysis.
- b. Pumping and Consumption Minimum and Maximums

Developing these limits will be a collaborative process engaging the Water Project Optimization Group as well as District and City Engineers/Operators. The consultant shall summarize constraints in distribution model that may place limits on groundwater pumping at specific wells, groundwater pumping by subarea, or limits to inter subarea transfers. The limits shall consider minimum and maximum demand/consumption scenarios as well as existing infrastructure limitations (i.e., pump sizing, water main sizing, etc.). Collaboration with Water Project Optimization Group will help develop assumptions to be used for this activity at the beginning of phase 2.
- c. Scenario and Control Scheme Development

These are examples of model run scenarios that are likely to be required. This does not represent an exhaustive list of modeling runs that will be required. Each of these runs will likely require a different Control Set to meet demands and pumping goals. Some of these runs will require iterating on controls depending on model output results and resulting groundwater model iterations. The required outputs from the below model scenarios will be identified as part of the kickoff and scenario development meetings, which will include staff from the larger optimization study (e.g., water quality data, water age, head losses per ft of pipe, storage levels, energy usage, etc.). Under guidance from engineering staff, new facility sets may be developed to address scenarios that require new wells, pumps, piping, etc.

 - i. Baseline: Current Pumping Scheme with no PWS and no ASR. This baseline scenario shall be used to verify that the combined model is accurately modeling the behavior of the water systems.
 - 1. No Water Transfers
 - 2. SqCWD receiving intertie water with Winter Demands
 - 3. SCWD receiving intertie water with Summer Demands
 - ii. PWS Redistributed Pumping: Develop control set for SqCWD to meet pumping goals
 - 1. No Water Transfers
 - 2. SqCWD receiving intertie water with Winter Demands
 - 3. SCWD receiving intertie water with Summer Demands
 - iii. PWS & ASR redistributed Pumping: Develop control set for SqCWD and SCWD that meet Summer, Winter and Annual Pumping Goals
 - 1. No Water Transfers
 - 2. SqCWD receiving intertie water with Winter Demands
 - 3. SCWD receiving intertie water with Summer Demands

- iv. Expect to do 3 iterations on scenario (iii) above with various control sets and demand sets as the optimization study group develops optimized pumping distributions.
- d. Model Iteration Report and Final Report
 - i. Prepare report including description of how the models from both agencies were integrated and validated. Report should describe the questions being evaluated, describe the baseline inputs to the model and what inputs were changed for selected scenarios. Report shall include a discussion about assumptions and any iterations that were used to optimize any of the runs.
- e. Model Outputs
 - i. Prepare tables, database files and graphs to communicate model output results in relation to the what the optimization study consultant needs for their analysis.

4. Anticipated Schedule for Phase 2 Activities

<u>Date</u>	<u>Activity</u>
February-March 2023	Water Optimization Study Kickoff Meeting, Scenario Development with Water Project Optimization Group
July 2023	Phase 2 Kickoff Integrating District and City Models
August – September 2023	Perform Phase 2 Scenario Analyses and Iterations
October 2023	Phase 2 Final Report Deliverable

IV. QUALIFICATIONS

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

- Consultant shall have prior experience with InfoWater and Infowater Pro model construction and calibration in a similar manner to the scope described in this RFP.
- Consultant shall be familiar with AWWA M32 Computer Modeling of Water Distribution Systems standard.
- Experience with Water Quality modeling related to Water Age and source tracking. While experience with multi-species modeling or other advanced water quality modeling may not be required for this RFP, this should also be described in the Consultant’s proposal.
- Excellent verbal and written communication skills, and experience with developing memorandums and reports that are well organized, thorough, and completed in a timely manner.
- Experience with working as part of a larger team where modelers participated in technical meetings and have had to meet submission deadlines.

V. PROPOSAL CONTENT REQUIREMENTS

Proposals for professional services will be evaluated on a Qualifications Based Selection process. At a minimum, the Proposal shall include:

1. Cover Letter

Provide a one-page cover letter on company letterhead which includes the address, phone numbers, and e-mail of the contact person, and indicates authorized representative(s) for clarifications and/or negotiation.

Unless the proposer is an individual, all proposals must be signed with an entity name and by a responsible officer or employee indicating the officer’s authorization to commit

the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

2. Content of Information in the RFP

The proposer should include all information that it feels will enable the Evaluation Committee and, ultimately, the District Board of Directors to make a selection for contract award. Failure of the proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but deemed relevant, should be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described by Section IX.1, below.

3. Tabbing of Sections

Ensure the proposal is properly tabbed using the following format:

TAB 1: Firm Description

Provide a statement of qualifications for the organization, including an organization chart, a statement of the size of firm, a description of services provided by the company, and general description of experience providing the services requested by this RFP.

TAB 2: Project Team

List fully the qualifications of the individuals that would be assigned to provide those services as requested by this RFP, including date and school of any applicable degrees, any additional training, or professional certifications/licensing. In lieu of listing this information, firms may submit a resume for each such individual if the resume includes all the requested information. The proposal shall indicate % availability/commitment of each team member assigned to the project.

TAB 3: Relevant Experience and References

The proposal shall include detailed description of at least two instances of experience relevant to the scope of this RFP, in the format described below:

- Title of project, name of client, and location
- Description of the project scope
- Description of Consultant scope and execution
- Client name and means of contact

TAB 4: Professional Rates and Price Proposal

The proposal should include tasks and a schedule of fees, including the classification of personnel assigned to projects, and the hourly rate for each classification. Include prevailing wages as required per Labor Code 1771.4 if applicable. No markup fees shall be associated with subcontractors.

VI. PROPOSAL SUBMISSION

The submittal package shall include four (4) hard copies of the proposal, an electronic copy of the proposal, and one hard copy of the fee schedule with price proposal.

RFP respondents shall submit an electronic copy of their submittal package to Brice Dahlmeier at briced@soquelcreekwater.org by 3:00 p.m., January 4, 2023. Please reference, "Proposal for HYDRAULIC MODEL UPDATE, CALIBRATION AND SCENARIO ANALYSES," in the subject line of the email. A confirmation email will be generated in response to each submission to this email address. If a confirmation email is not received, please check spam and junk mail folders. Hard copies of the submittal package must be received by mail to Soquel Creek Water District by 3:00 p.m. January 4, 2023.

For the sake of efficient review, please restrict the proposal to a total not-to-exceed limit of 20 sized 8½" by 11" single sided pages, including preprinted material. The minimum font size for the proposal is 11-point. The 20-page limit does not include the cover letter, dividers, resumes, appendices, front or back cover included in the proposal. Please limit resumes to 2 pages per individual.

One copy of the fee schedule must be in a separate envelope or package, clearly marked as the fee schedule for this solicitation, with due date/time.

Proposals must be delivered to this address:

Soquel Creek Water District

Proposal for HYDRAULIC MODEL UPDATE, CALIBRATION AND SCENARIO ANALYSES

Attn: Brice Dahlmeier, Associate Engineer

briced@soquelcreekwater.org

5180 Soquel Drive, Soquel, CA 95073

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.

There will be no public opening of proposals. All proposals shall be firm offers and will be so considered even as the District reserves the right to negotiate terms upon evaluation of the proposals. Proposals shall remain valid for a period of ninety days following the close of the RFP.

By submitting a proposal, each proposer certifies that its submission is not the result of collusion, or any other activity which would tend to influence the selection process directly or indirectly. The proposal will be used to determine the proposer's capability of rendering the services to be provided. The failure of a proposer to comply fully with the instructions in this RFP may eliminate its submission from further evaluation by the District, which reserves the sole right to evaluate the contents of all proposals submitted, and to selecting consultant(s), if any.

VII. PROPOSAL REVIEW

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the District may require a proposer's representative to answer specific questions orally and/or in writing. The District may also require a visit to the proposer's offices, other field visits or observations by District representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required. The most qualified proposal(s) will be recommended to the District Board of Directors by the RFP Evaluation Committee based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost.

The District may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of District. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the District may, in its sole discretion, correct errors or contact a proposer for clarification.

The District reserves the right to evaluate proposals solely based on each proposer's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself, unless otherwise indicated or requested by the District. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating Proposer's experience or proposed methodology, unless doing so is in the District's best interest.

The District reserves the right to accept and evaluate proposals regardless of the lowest apparent cost, and to negotiate with proposers on a fair and equal basis when the best interests of the District are served by doing so.

VIII. REVIEW SCHEDULE

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

Activity	Approximate Date
Board Approves Release of RFP	Tuesday, November 22, 2022
District Releases RFP	Monday, November 28, 2022
Last Day for Respondent's Questions	Wednesday, December 14, 2022, by 3:00 pm
District's Responses to Questions / Release of Addenda	Thursday, December 22, 2022
Proposals Due	Wednesday, January 4, 2023, by 3:00 pm
Interviews (if required)	TBD, January 11-12, 2023
Select Consultant	Friday, January 13, 2023
Develop Scope/Contract and Prepare Board Memo	January 17 - February 3, 2023
Selection Award/Contract	Tuesday, February 7, 2023

1. Respondent's Questions:

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 3:00 p.m., December 14, 2022. Contact information below:

Soquel Creek Water District
 Attn: Brice Dahlmeier
 5180 Soquel Drive
 Soquel, CA 95073
briced@soquelcreekwater.org
[831-475-8501 x 120](tel:831-475-8501)

2. Addenda/Responses to Questions

SqCWD reserves the right to amend this RFP. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the SqCWD website. All addenda issued shall become part of the RFP.

If SqCWD determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the SqCWD determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

3. Interviews

Following the review and evaluation of proposals, one or more Proposers may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled as shown in the schedule table and will be held via video conference or in-person. Attendees at an interview should be restricted to those individuals who will have direct involvement with the provision of the services. It is expected that at a minimum the proposed key staff will attend the oral interview. Members of the firm's management team may also attend. Upon completion of this step of the evaluation and selection process, the Evaluation Committee will rank the remaining firms in accordance with the evaluation criteria set forth below.

4. Completion of the Evaluation/Selection Process

Based on the findings of the Evaluation Committee, the SqCWD General Manager or his designee may recommend to the SqCWD Board that one or more consultants be selected to perform the work. SqCWD may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If negotiations are unsuccessful, SqCWD will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, SqCWD may repeat the negotiations process with the next highest-ranked firm or, at their sole discretion, SqCWD may reject all remaining proposals.

IX. TERMS AND CONDITIONS

1. Confidentiality of Proposals

California Government Code Sections 6250 et seq. (the "California Public Records Act" or the "Act") defines a public record as any writing containing information relating to the conduct of the public business. The Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. The District is subject to the California Public Records Act.

Be advised that any contract that eventually arises from this RFP is a public record in its entirety. Also, all information submitted in response to this RFP is itself a public record without exception. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the District if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless the District for release of such information.

If the District receives a request for any portion of a document submitted in response to this RFP, the District will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and the District reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, the District and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the District and/or its officers, agents, or employees that the District has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected. At the completion of the review process, proposers will be ranked based on the criteria described above and the District will select the highest ranked firms or, at District option, the most highly qualified ones will form a "shortlist"

Should the District elect to establish a "shortlist," the firms on the short list will be asked to formally present their proposal in a video conference call and respond to interviewer

questions. The interview panel will be the Evaluation Committee. Their presentation and interview session will not exceed on hour per proposer.

Following presentations/interviews, the Evaluation Committee will complete its ranking. The sealed fee schedule of the highest ranked technical proposer will be opened, and price negotiations will commence with that firm. If the fees are mutually agreed to after negotiations, then the firm will receive the contract. If no agreement can be reached as to price with a firm, then that firm will be excused, and the price proposal of the next ranked firm will be opened, evaluated, and negotiated.

Following successful negotiations, the agreement will be referred to the District Board of Directors. The Professional Services Agreement is included in this RFP as Attachment B.

The District reserved the right to reject any and all proposals and to reissue its request for proposals. The District reserves the right to cancel the project at any point and pay the consultant only for the costs incurred to that point and for work completed which is usable be the District as determined by the District.

2. Protest Process

If a proposer desires to protest the selection(s) made, the proposer must submit a written protest within five (5) business days after the delivery or publication of the selection notice. Written protest should be submitted to the District as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the Request for Proposals numbers, and must state all the specific legal or procedural ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and a thorough objective analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The District will respond to a protest within ten (10) business days of receipt, and may, at its election, set up a meeting with the proposer or claimant to discuss the concerns raised by the protest. The decision of the District will be final. The protest letter must be sent by email to:

Taj Dufour, Soquel Creek Water District Engineering Manager

Email: TajD@soquelcreekwater.org

3. Read all instructions.

Please read the entire RFP and all attachments before preparing proposal.

4. Proposal Includes RFP

This RFP constitutes part of each proposal and includes the explanation of the District's needs, which must be met in their entirety.

5. Proposal Costs

Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the District or otherwise reimbursed.

6. Proposal Becomes District Property

The RFP and all materials submitted in response to this RFP will become the property of the District.

7. Clarification Process

Submit all questions relating to this RFP by e-mail to: briced@soquelcreekwater.org

All questions must be received no later than 3:00 p.m. on December 14, 2022. All clarifications will be posted on the District website at:

<https://www.soquelcreekwater.org/construction/rfps-and-rfqs>.

The District may, at its option, email prospective proposers with clarifications in addition to posting them on the website listed above.

If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and posted to the website. It is the responsibility of each proposer to check the website listed above for changes and/or clarifications to the RFP prior to submitting a response, and a proposer's failure to do so will not be grounds for protest.

8. Alteration of Terms and Clarifications

No alteration or variations of the terms of this RFP are valid unless made or confirmed in writing by the District. Likewise, oral understandings or agreements not incorporated into the final agreement are not binding.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer must immediately notify the District of such error in writing and request modification or clarification of the document. If a proposer fails to notify the District of an error in the RFP prior to the date fixed for submission, the proposer shall submit a response at his/her own risk, and if the proposer enters a contract, the proposer shall not be entitled to additional compensation or time extension by reason of the error or its later correction.

9. Selection of Consultant

The selection of a consultant will be memorialized in the form of the "SqCWD Professional Services Agreement (PSA)," included as Attachment B, approved by the District Board of Directors and signed by both parties.

The District reserves the right to reject any or all proposals. The District's waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications once the proposer enters into an agreement.

Once consultant is selected, the Agreement with that consultant will be finalized and submitted to the District Board of Directors for approval, but there will be no contractual agreement between the selected consultant unless and until the Board of Directors accepts and signs the Agreement. Selection of a proposal for negotiation of contract terms and eventual submission to District leadership of an Agreement does not constitute an offer, and proposers acknowledge by submission of a proposal that no agreement is final unless and until approved by the Board of Directors.

10. Insurance

The District has certain insurance requirements that must be met as shown in the Professional Services Agreement (Attachment B). In most situations those requirements include the following:

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)

The consultant must name the District and its officers, agents, employees, and servants as additional insured on any such applicable policies (except workers compensation). Depending on the nature of the work being performed, additional requirements may need to be met.

11. Travel Costs

Travel costs will not be covered.

12. 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.

13. 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 losses that the respondents may suffer from the disclosure of information or materials to third parties.

14. District Rights and Options

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

- a. 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;
- b. To reject any, or all proposals or information received pursuant to this RFP;
- c. To reject incomplete proposals. If a proposer fails to satisfy any of the requirements identified in this RFP, the proposer may be considered nonresponsive and the proposal may be rejected;
- d. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum;
- e. To cancel this RFP with or without the substitution of another RFP or prequalification process;
- f. To request additional information;
- g. To verify the qualifications and experience of each respondent;

- h. To require one or more respondents to supplement, clarify or provide additional information in order for the District to evaluate proposals submitted;
- i. 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;
- j. To use any techniques or concepts included in the submitted proposal regardless of firm's selection; and
- k. To waive any minor defect or technicality in any proposal received.

X. ATTACHMENTS

- A. Grant Requirements
- B. SqCWD Professional Services Agreement (Sample)

GRANT REQUIREMENTS

Funding for this project is supported in part by a grant award from California Department of Water Resources' Sustainable Groundwater Management Program to the Santa Cruz Mid-County Groundwater Agency (MGA). The MGA received and entered into an agreement with the State of California (Agreement #4600014636). The grant is funded by the Budget Act of 2021 (Stats. 2021, ch. 240, § 80). The MGA Member Agencies, including Soquel Creek Water District, City of Santa Cruz, County of Santa Cruz may receive grant funding for services to be performed by the Consultant and its contractors or subcontractors (collectively, "Consultant"). To comply with the standard conditions of the Agreement, the Consultant agrees to the following requirements.

ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: The Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. This is consistent with Grant Agreement Standard Condition D1a.

AUDITS: Pursuant to Government Code §8546.7, the Consultant shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Consultant and its contractors or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. This is consistent with Grant Agreement Standard Condition D5.

CONFLICT OF INTEREST: The Consultant is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements. This is consistent with Grant Agreement Standard Condition D13.

DRUG-FREE WORKPLACE CERTIFICATION: The Consultant hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace. This is consistent with Grant Agreement Standard Condition D16.

ADDITIONAL INSURED: The Consultant and its contractors or subcontractors shall name the State, its officers, agents, and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement. This is consistent with Grant Agreement Standard Condition D22.

INSPECTION OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts. This is consistent with Grant Agreement Standard Condition D25.

LABOR CODE COMPLIANCE: The Consultant and its contractors or subcontractors agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Consultant affirms that it is aware of the provisions of section 3700 of the Labor Code, which

requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Consultant affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision. This is consistent with Grant Agreement Standard Condition D26.

NONDISCRIMINATION: During the performance of this Agreement, the Consultant and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Consultant and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Consultant and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12990) and the applicable regulations promulgated there under (Cal.Code of Regs, Title 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Consultant and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement. This is consistent with Grant Agreement Standard Condition D27.

INELIGIBLE PROJECT COST. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Travel and per diem costs, except for mileage. Mileage reimbursement will be at the State travel amounts that are current as of the date costs are incurred.
- B. Meals, food items, or refreshments.
- C. Generic overhead or markup (e.g., 10% mark-up on sub-contractor labor, materials, supplies).

This prohibition applies to the Consultant and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement. This is consistent with Grant Agreement Condition 7.

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 includes coverage for all printing and related costs, and the District will not pay any additional fees. 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).

(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 at least as broad as ISO endorsement forms CG 20 10 10 01 and 20 37 10 01.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention (SIR), subject to written approval by the District, and provided that such deductibles or SIR shall not apply to the District as an additional insured. Policies may not be subject to a self-insured retention ("SIR") or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant who procured such insurance, and shall not apply to the District. District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible.

Consultant's obligation hereunder for the amount approved by District may be satisfied by self-insurance upon evidence of adequately funded financial capacity satisfactory to the District and Consultant's agreement to waive subrogation against the District respecting any and all claims that may arise. Deductible and retention provisions shall not contain any restrictions as to how, or by whom, the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

Limits may be met by a combination of primary and excess coverage. In the event Consultant or its agents procure excess or umbrella coverage to maintain certain limits requirements outlined herein, these policies shall also satisfy all specified endorsements and stipulations, including (where applicable) provisions that the Consultant's insurance be primary without any right of contribution from the District.

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 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:

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. These are the minimum insurance requirements and do not in any way represent or imply that such coverage is sufficient to adequately cover the Consultant's liability under this Agreement. The full coverage and limits of insurance or self-insurance carried by or available to the Consultant shall be available to District and these insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The insurance obligations under this Agreement shall be: 1 - all the insurance coverage and limits and retention carried by or available to the Consultant; or 2 - the minimum insurance requirements shown in this Agreement,

whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to District.

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 Commercial General Liability policy and the Professional Liability Errors and Omissions policy 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.

(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 a form at least as broad as ISO form CG 20 38 04 13. 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.

15. Reserved.

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]

CONSULTANT:

[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. State and 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 state and/or federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (State and Federal Requirements) attached hereto and incorporated herein by reference ("State and 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]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN SOQUEL CREEK WATER DISTRICT
AND [***INSERT NAME***]**

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.

SOQUEL CREEK WATER DISTRICT

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

Federal Tax I.D. Number: _____

ATTEST:

By: _____
[INSERT TITLE]

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

State and Federal Requirements