Soquel Creek Water District

Request for Proposals

To Provide General Legal Counsel Services

Request for Proposals Issued: July 17, 2019
Proposals Due: 3:00 pm, August 5, 2019

Soquel Creek Water District
Attention: Emma Olin, Executive Assistant/Board Clerk
5180 Soquel Drive, Soquel, CA 95073
emmao@soquelcreekwater.org
I. Purpose

The Soquel Creek Water District invites qualified law firms and individuals with a minimum of ten (10) years of California water and local government law experience to submit a proposal for General Legal Counsel Services.

II. Background

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

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

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

III. Scope of Services

As General Counsel, the selected law firm or individual will be expected to provide a wide range of legal services to the District. General Counsel is selected by the Board of Directors and will work closely with the District Manager and staff. The District prefers to hire one attorney or firm to serve as District Counsel, but that firm may employ others for specific issues (e.g. litigation). All qualified individuals and firms are encouraged to submit a proposal. The anticipated scope of services will include, but are not limited to, the following:

GENERAL SERVICES

- Oversee and manage the legal affairs of the District and ensure that the policies, programs, and activities of the District and its employees and agents are carried out in compliance with all applicable law and that the best interests of the District are otherwise protected to the fullest extent possible.
- Provide legal advice and opinions as requested by the Board of Directors, District Manager or staff.
- Interpret laws, legislation, rulings and regulations for the District.
- Advise the Board of Directors and staff on issues related to wastewater and water law.
- Represent and advise the Board of Directors as the governing body and all District Officers in all matters of law pertaining to their offices.
- Represent the District in administrative and legal proceedings, providing litigation services as needed.
- Represent and work with Board of Directors and staff on negotiations.
- Monitor current, new and pending state and federal legislation, and case law as applicable to the District, and inform and provide direction to Board members and the General Manager regarding compliance issues and/or impacts to the District.
- Provide prompt responses and have availability for telephone consultation and to render written opinions on given issues related to District business in a timely manner.
BOARD SERVICES

- Attend all regular Board Meetings (held at 6 pm on the first and third Tuesday of each month) and special meetings when called.
- Advise the Board of Directors and staff on relevant laws and regulations including, but not limited to the Brown Act, Public Records Act, parliamentary procedures for running meetings, and public official conflict requirements.
- Provide the District with education and in-service seminars as mutually agreed to maintain a level of education among the Board of Directors, staff and management, to the fullest extent possible, to increase the knowledge of District staff and Board Members.

STAFF SERVICES

- Review and prepare board and committee agendas and reports as required.
- Aid in responding to public records requests.
- Prepare or review all ordinances, resolutions, contracts, deeds, leases, agreements, and all other legal documents as requested by the District Manager or staff.
- Draft language related to issues raised during negotiations.
- Advise on individual labor and employment matters.
- Provide legal counsel to the District for Human Resources policies and issues, including personnel actions and appeals.

SPECIALIZED SERVICES

- Review citations for violations of District ordinances in accordance with criminal/civil law and procedures.
- Prepare and try infractions, misdemeanors, and ordinance violations as required and requested by the District Manager.
- Enforce all ordinances and regulations through administrative and judicial actions as requested by the Board of Directors.
- Advise on conjunctive use and water storage rights.
- Provide support while working with Government Oversight Agencies (NOAA, Dept. of Water Resources, Fish and Wildlife, CEQA, etc.).

IV. Qualifications

A. Required Qualifications

1. The General Counsel shall be licensed to practice in California. All attorneys in the firm who will provide services must be members in good standing of the State Bar of California.
2. The General Counsel shall have knowledge of and experience with, California special districts, water law and codes or other public-sector experience. The relevant laws and regulations include, but are not limited to:
   - California Government Code and California Water Code
   - Ralph M. Brown Act
   - California Public Records Act
   - Political Reform Act
   - California Conflict of Interest Code
   - Americans with Disabilities Act
   - Joint Powers Act

B. Preferred Qualifications

1. Environmental law, including: California Environmental Quality Act (CEQA); Federal National Environmental Policy Act (NEPA); California and Federal Endangered Species Acts; Federal Clean Water Act; California Porter Cologne Water Quality Act; Sustainable Groundwater Management Act (SGMA); Proposition 218.
2. Real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations.
V. Submittal Requirements and Response Format

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

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 cover or back cover included in the proposal. Please limit resumes to 2 pages per individual.

Interested firms shall submit three (3) hard-copies and one electronic format (on a USB flash-drive) of the proposal at the date and contact information indicated below.

Proposals must be delivered to this address:

Soquel Creek Water District
Attn: Emma Olin
5180 Soquel Drive
Soquel, CA 95073

DEADLINE: 3:00 PM ON AUGUST 5, 2019

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

At a minimum, the Proposal shall include:

A. Cover Letter
   This letter shall be a brief formal letter from the Law Firm that provides information regarding the Firm and its ability to perform the requirements of this RFP. This letter must include the following information:
   • Complete legal (company) name (as it should appear in a contract).
   • Company Address.
   • Contact person, telephone number, and email address.
   • Identify all materials and enclosures being forwarded in response to this solicitation.
   • The letter must be signed by an individual authorized to bind the proposing entity.

B. Qualifications
   1. Describe the nature of your law firm’s practice and your qualifications for providing general legal services for the District.
   2. Provide the overall capabilities, qualifications, training and areas of expertise for each of the principals, partners and associates of the law firm, including the length of employment for each person and his/her area of specialization for those involved in the assignment.

C. Approach to Legal Services
   A clear description of the Firm’s approach and methodology to complete the work tasks outlined in this RFP, including:
   1. Describe your view of the role of the General Counsel, your interaction with the Board of Directors (both collectively and individually), the District Manager and staff.
   2. Describe how the firm would keep the District informed about the status of litigation and other legal matters.
3. Provide your best example of a written communication to a governing body about a legal issue, prepared within the past five 5 years and not to exceed four pages, in which options are explained and a recommendation is given. (Redaction of privileged information is expected.)

4. Describe how you track and manage legal fees and costs.

5. Describe how you would proactively advise the District about legal developments or issues of concern, without being asked. If you use newsletters or other published communications, please describe the general content and frequency of publication.

6. Please identify whether the firm has had an agreement with a public agency terminated within the past five years, and provide contact information for persons knowledgeable regarding the contract’s termination.

7. Please identify the most significant water policy, program or legal matter that the firm has handled within the past five years, explain in detail why the matter was significant, and indicate the outcome of the legal matter.

8. Please provide the most creative advice the firm has provided to a public agency client within the past five years, explain why the advice was creative, and describe the outcome of the matter upon which the advice was provided.

D. Legal Team
The Proposal shall identify the primary lead counsel who will be responsible for providing legal services to the Agency, and other attorneys and staff to be assigned to the Agency legal matters. Provide a brief overview of the firm and identify local and regional branch offices. Provide a specific organizational chart identifying key project personnel by name, title, work office location, California Bar Membership or other qualifications for each employee and the areas of expertise for which each team member will be responsible. Provide the percentage of time that the Senior Partner/Shareholder/Senior Associate will be working on this project.

E. Experience
Include a summary of the experience and performance for similar agencies. Include the following information:
1. Agency, contact person (name, title, phone number, and email)
2. Agency size and description
3. Agency budget
4. Total term of relationship with Agency

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

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

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

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

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

J. Resumes
Please include resumes for the primary lead counsel who will be responsible for providing legal services to the Agency, and each attorneys and staff to be assigned to the Agency legal matters. Please limit each resume to two (2) pages.
K. **Fee Schedule**

Please provide either a monthly retainer fee and specific expenses (i.e. rate for mileage, reproduction of documents, travel) proposed for compensation and/or reimbursement for the above legal services. Also, please provide an hourly rate in case the District elects to hire a firm on an hourly basis and not based on a monthly retainer. The selected firm shall receive no compensation for travel expenses to/from the District for normal course of business meetings and Board meetings.

General Counsel will provide additional litigation services as needed. Please provide an hourly billing rate (this will not be included in a monthly retainer), for litigation services.

Specific tasks and budgets will be negotiated as needed, but are expected to meet the Scope of Services (Section III).

VI. **Review and Selection Process**

A. **Process**

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

B. **Schedule**

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

<table>
<thead>
<tr>
<th>Action</th>
<th>Approximate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Releases RFP</td>
<td>Wednesday, July 17, 2019</td>
</tr>
<tr>
<td>Last Day for Respondent’s Questions*</td>
<td>Wednesday, July 24, 2019 at 4:00 pm</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Monday, August 5, 2019 at 3:00 pm</td>
</tr>
<tr>
<td>In-Person Interviews</td>
<td>Tuesday, August 27 &amp; Wednesday, August 28, 2019</td>
</tr>
<tr>
<td>Selection Award/Contract</td>
<td>Tuesday, September 17, 2019</td>
</tr>
</tbody>
</table>

*All questions and/or requests for clarification regarding this RFP must be received in writing (via mail or email) to the point of contact (below) no later than 4:00 p.m., July 24, 2019. Contact information below:

Soquel Creek Water District  
Attn: Emma Olin  
5180 Soquel Drive  
Soquel, CA 95073  
emmao@soquelcreekwater.org

C. **Evaluation Criteria**

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

1. Qualifications as they relate to this RFP (40%).
   a. Firm’s knowledge of and experience with, California special districts, water law and codes, other public-sector experience and local government law.
   b. Qualifications of proposed key personnel.
   c. Communication skills.
2. Firm's approach to complete the scope of services outlined in the RFP (30%).
3. Apparent ability to provide the required services in a timely matter (15%).
   a. Accessibility of staff.
   b. Flexibility and readiness for completing specified work.
4. Firm’s reputation for integrity, competence and input from the references (15%).

VII. General Terms and Conditions

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

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

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

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

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

VIII. Attachments and Resources

A. Sample Professional Services Agreement (attached)
B. Website: www.soquelcreekwater.org
C. Soquel Creek Water District Boundary Map
D. 2019 Organizational Chart
E. May 19, 2015, Board Packet, Agenda Item 6.11 – Approve Contract Adjustment for Legal Services with Bosso Williams, A Professional Corporation
This Agreement for Professional Services ("Agreement") is made and entered into this ___ day of ______ 201_ by and between the SOQUEL CREEK WATER DISTRICT ("District") and ________________, a California Corporation ("Consultant").

RECITALS

The District has a need for professional services described in Exhibit 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 Exhibit 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 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. The District reserves the right to cancel the agreement with the Consultant with 30 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 not entitled to “reimburseable expenses.”

   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 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.** The Consultant shall exonerate, indemnify, defend, and hold harmless the District and the Funding Agency, and their officers, agents, employees and volunteers from and against all damages, liability, losses, claims, suits, or actions of any kind and nature whatsoever, including attorneys’ fees, arising directly or indirectly from the Consultant's negligence, errors, omissions or willful misconduct in performance of this Agreement.

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

_________________________________  By: ___________________________  Date ________
Emma Olin, Clerk of the Board  Ron Duncan, General Manager
Soquel Creek Water District
5180 Soquel Drive
Soquel, CA  95073

CONTRACTOR

By: ________________________  Date ________
—
—
—
—

Federal Tax I.D. Number
APPENDIX A
SCOPE OF SERVICES
APPENDIX C
SCHEDULE

This contract is in effect until the final task as defined in the scope in Appendix One is complete.
APPENDIX D
INSURANCE

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 appropriates 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.
July 29, 2019

To: Request for Proposals Holder

Request for Proposals: To Provide General Legal Counsel Services

Attn: Legal Firms

Addendum No. 1

The Request for Proposals (RFP) for General Legal Counsel Services has been changed. Please adjust submittals accordingly.

Proposals Due: August 5, 2019 at 3:00 PM

This Addendum forms a part of the RFP documents.

ADDENDUM NO. 1 – ADDITION to Request for Proposals

1. Under Attachments and Resources (Section VIII)
   E. May 19, 2015, Board Packet, Agenda Item 6.11 – Approve Contract Adjustment for Legal Services with Bosso Williams, A Professional Corporation

2. Under Scope of Services (Section III)
   The District prefers to hire one attorney or firm to serve as District Counsel, but that firm may employ others for specific issues (e.g. litigation). All qualified individuals and firms are encouraged to submit a proposal.

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