



## **NOTICE OF INVITATION TO SUBMIT PROPOSALS**

### **TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE 2015 URBAN WATER MANAGEMENT PLAN FOR SOQUEL CREEK WATER DISTRICT**

**July 2015**

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NOTICE IS HEREBY GIVEN THAT Soquel Creek Water District (District) is requesting proposals from qualified consultants or consultant teams (Consultant) to prepare the District's 2015 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act. The Request for Proposal (RFP) follows this notice.

Consultants interested in submitting a proposal are requested to provide notice to Shelley Flock, Interim Conservation & Customer Service Field Manager at [shelleyf@soquelcreekwater.org](mailto:shelleyf@soquelcreekwater.org). This will ensure consultants are notified of any changes related to the RFP, or provided responses to significant questions asked by other consultants.

**RFP SUBMITTAL DEADLINE: August 13, 2015 at 4:00 PM**

#### **SUBMIT PROPOSALS TO:**

ATTN: Shelley Flock  
Interim Conservation & Customer Service Field Manager  
Soquel Creek Water District  
5180 Soquel Drive  
Soquel, CA 95073



**SOQUEL CREEK  
WATER DISTRICT**

**REQUEST FOR PROPOSAL  
TO PROVIDE PROFESSIONAL SERVICES TO  
PREPARE THE 2015 URBAN WATER MANAGEMENT PLAN FOR  
SOQUEL CREEK WATER DISTRICT**

**July 2015**

Recommended By:

Approved By:

Interim Conservation & Customer  
Service Field Manager

Interim General Manager

**REQUEST FOR PROPOSAL TO PREPARE THE 2015 URBAN WATER  
MANAGEMENT PLAN FOR SOQUEL CREEK WATER DISTRICT  
July 2015**

**A. PROJECT OBJECTIVE AND DESCRIPTION**

The Soquel Creek Water District (District) invites the submittal of proposals from qualified consultants or consultant teams (Consultant) to prepare the District's 2015 Urban Water Management Plan (UWMP) in accordance with the Urban Water Management Planning Act.

The selected Consultant shall provide the full range of services for UWMP development including but not limited to: water production and consumption data gathering, review and analysis; population and demographic analysis; demand projection development; system supply analysis; water supply reliability assessment; water shortage contingency planning updates; demand management measure analysis; and climate change impact analysis. The selected Consultant shall follow the guidelines and requirements set forth in the Department of Water Resources (DWR) 2015 UWMP Guidebook (slated for final release in September 2015) and shall meet the July 1, 2016 submittal deadline. The Consultant shall submit the adopted UWMP electronically using the reporting system to be established by the DWR.

As key sections of the UWMP are developed, namely the demand projection and water shortage contingency planning components, the Consultant shall in conjunction with District staff, make several presentations to the Board of Directors and the public at regularly scheduled Board meetings. The purpose of these presentations will be to solicit Board and public input well in advance of developing a final draft UWMP.

The Consultant shall also assist the District with making the required notifications to other local agencies and public hearing notifications as specified by the Urban Water Management Planning Act.

**B. BACKGROUND**

Soquel Creek Water District is a public agency that provides water service to a 17-square-mile service area along the California coast in Santa Cruz County. The District serves a population of about 38,000 through approximately 12,500 single-family accounts, 620 multi-family accounts, and about 830 commercial and institutional accounts. The City of Capitola is the only incorporated area in the District. Unincorporated communities include Aptos, La Selva Beach, Opal Cliffs, Rio Del Mar, Seascape, and Soquel.

The District's water supply consists solely of groundwater that is extracted from two aquifers within the Soquel-Aptos Groundwater Basin. The shared Basin has been over-pumped by the District and other users over time, thus groundwater levels are depressed and no longer provide a protective barrier against seawater intrusion. Seawater intrusion has been detected in monitoring wells closest to the ocean at both ends of the District's service area boundaries. To allow groundwater levels to recover, the District's hydrologists have recommended that pumping be reduced for at least 20 years. To meet this pumping level reduction, the District is continuing to evaluate supplemental supply options in conjunction with funding robust conservation programs.

### **C. SCOPE OF SERVICES**

The proposed Scope of Services for completing the District's 2015 UWMP is included as **Exhibit A**.

The consultant will work under the direction of the Conservation and Customer Service Field Manager. Consultant work shall be completed in a timely manner. All work performed by the consultant must have prior District approval.

### **D. SCHEDULE**

As noted in Item H (Proposal Submittal and Contract Provisions), proposals are due **by 4:00 p.m. on August 13, 2015**. The District plans to review consultant submittals in response to this RFP and make a final selection by August 24, 2015. District staff will work with the selected Consultant to finalize the District's Consultant Contract for Services (**Exhibit B**) which is tentatively scheduled to go to the Board of Directors for approval on September 1, 2015 or September 15, 2015.

Following contract approval, the selected Consultant will participate in a kick-off meeting at the District's office to review the scope of services, identify methods for obtaining data, establish access to necessary data, and develop a detailed work plan and schedule. Additionally, it is anticipated that weekly progress meetings (by phone) with District staff will be necessary for the first three months of the project to address questions and problems, and to make adjustments.

While a detailed schedule will be developed during the kick-off meeting, the District expects that the Consultant will meet several critical dates:

1. **Late March 2016** - complete a draft 2015 UWMP to be presented to the Board of Directors and the public during a regularly scheduled Board meeting. This will allow for revisions and comments to be incorporated before the public hearing to consider adoption of the 2015 UWMP.
2. **Late April 2016** - present a final draft of the 2015 UWMP to be considered for adoption at a public hearing.
3. **By July 1, 2016** - submit the report electronically to the DWR.

## **E. PAYMENTS**

The Consultant will be paid at the hourly billing rate according to the schedule listing fees and charges that will be included as an appendix to the District's Consultant Contract for Services. Monthly payments to the consultant will be made based on the contractual agreement approved by the District's General Manager and Board of Directors.

## **F. PROPOSAL FORMAT**

Proposals should be no more than ten (10) pages (exclusive of team resumes and references) and consultants are encouraged to limit their information to that which is directly pertinent to the services requested. Promotional or other unsolicited materials may not be submitted. Firms wishing to be considered for this project should submit, at a minimum, the following:

1. **Cover/Transmittal Letter** – Include a brief overview of the specific approach proposed to meet the District's needs and why the specific plan detailed in the proposal is the best plan for the District. The Consultant may also propose varying approaches that meet the same goal yet may save the District money, increase efficiency, result in a better outcome, etc.
2. **Introduction** – Introduce the Consultant team(s) that would perform the work and the reason they should be selected.
3. **Approach** – Discuss the methodology and approach that would be taken to complete the scope of services requested.
4. **Responsible Personnel** – List the project manager and any key staff that may aid with the project. Include a statement of qualifications and the experience of each person assigned to the project, as well as a resume. Include a statement that the consultant will not substitute listed key personnel without approval by the District.

5. **References** – Provide a list of prior water agency clients for the last three (3) years, as well as contact information for five (5) clients.
6. **Proposed Schedule** – Provide a timeframe for completion of the project that shows a completion date for each of the tasks listed in the Scope of Services.
7. **Rate Structure and Hypothetical Estimated Budget** – Provide an estimate of the number of hours and a total cost estimate to complete each of the tasks listed in the Scope of Services.

Hourly billing rates and hourly labor projections for all proposed personnel should be provided. Fees shall include all markup, overhead and profit for the work. The Consultant Contract for Services to be developed by the District shall provide for consultant compensation to be paid on a time and materials basis with the total not to exceed the budgeted amount.

The consultant shall submit the rate structure and the cost estimate in a separate, sealed envelope with the name of the firm and “Cost Estimate to Prepare Soquel Creek Water District 2015 Urban Water Management Plan” clearly noted on the front of the envelope.

## **G. CONSULTANT SELECTION CRITERIA**

The District selection committee will evaluate the submittals and create a ranking of the consultants. Selection of the consultant who is deemed by the selection committee to be the most qualified among those submitting will be made on the basis of the experience of the firm and proposed project team, and expertise and success with similar projects. The availability of the consultant during the project period and the proposed project cost estimate will also be considered.

The District reserves the right to conduct personal interviews or require presentations from any of the submitters prior to selection.

Selection is contingent upon final negotiation of a mutually agreed upon Consultant Contract for Services (**Exhibit B**) approved by the Board of Directors of the Soquel Creek Water District.

## H. PROPOSAL SUBMITTAL AND CONTRACT PROVISIONS

Proposals shall be submitted to Shelley Flock, Interim Conservation & Customer Service Field Manager, **by 4:00 p.m. on August 13, 2015**, to the following location:

Soquel Creek Water District  
5180 Soquel Drive  
Soquel, CA 95073

The consultant must submit three (3) copies of the proposal in a box or envelope clearly marked with the firm's name and description "Cost Estimate to Prepare Soquel Creek Water District 2015 Urban Water Management Plan". Incomplete or late proposals may not be reviewed at the option of the District. **Please remember that the rate structure and estimated cost must be submitted separately, as described above.**

The District reserves the right to reject any and all proposals and waive informalities in the proposal solicitation process at the District's sole discretion. All questions regarding this RFP should be directed to Shelley Flock at (831) 475-8501 x156 or via email at: [shelleyf@soquelcreekwater.org](mailto:shelleyf@soquelcreekwater.org).

The District intends to negotiate with and enter into a contract for the consulting services with the entity determined to be the most qualified, cost effective, and have the most responsive proposal.

The consultant engaged by the District for this work shall present proof of Comprehensive and General Liability Insurance (\$1 million single limit coverage minimum) and maintain this insurance coverage throughout the duration of the project.

## **Exhibit A Scope of Services**

Consultant shall perform the following tasks for preparing the Soquel Creek Water District 2015 Urban Water Management Plan. Consultant shall follow the guidelines/requirements identified in the 2015 UWMP Guidebook for Retail Urban Water Suppliers.

### **Task 1 – Kick-off Meeting/Preliminary Work**

1.1 Review the District’s 2010 UWMP and the District’s most current Integrated Resources Plan (or Community Water Plan)

1.2 Kick-off Meeting. Attend a joint meeting with District staff to review the scope of services, develop a detailed work plan and schedule, identify initial data needed to begin work and methods to obtain data, and establish schedule for weekly check-in meetings (generally by phone) for the first three months.

### **Task 2 – Information and Data Collection to Update Water Demand Projections for a 30-year period through 2045. (Note: Although a 20-year demand projection is required for the UWMP, the District has an internal 30-year planning horizon). As water demand projections are a core element of an UWMP, collecting data for this task will be the initial priority. Necessary data for this task includes:**

2.1 Demographic data (e.g. population, housing unit and employment projections, etc.) from General Plans for the City of Capitola & the County of Santa Cruz and/or the Association of Monterey Bay Area Governments, the 2010 U.S. Census, etc.

2.2 Historical and current water production data and consumption data by user class (single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire and other). Trends in water use reduction at the District since 2000 should be analyzed and factored into the demand projection update.

2.3 Data to estimate impacts of the current and future CALGreen Codes and the District’s Water Use Efficiency Standards, as well as the impact of on-going behavioral modification/social norming programs.

2.4 Historical and current water savings estimates from on-going District conservation programs.

2.5 Economic information including historical, current and projected rates in regards to elasticity impacts.

2.6 Any other information the Consultant feels is necessary or beneficial for this task.

### **Task 3 – Using the above information, develop water demand projections in five-year increments from 2015 through 2045.**

**Task 4 – In conjunction with District staff, present the draft water demand projections to the District’s Board of Directors and the public at a Board meeting. Based on the input received, make any**



necessary adjustments to the demand projections and finalize the corresponding chapters of the 2015 UWMP.

**Task 5 – Working with District staff and using information supplied by the District’s hydrologist, draft the Chapters of the 2015 UWMP related to water supply reliability and water shortage contingency planning. In conjunction with staff, present this information to the Board and the public. Make any necessary adjustments/revisions and finalize these chapters.**

**Task 6 – Identify any remaining data needs and draft the remaining required chapters of the 2015 UWMP and the supporting sections of the plan (e.g., Table of Contents, List of Tables & Figures, Acronyms & Abbreviations, References, Appendices, etc.), as well as the optional section on climate change impacts to supply, and the checklist developed by DWR to assist them with their review. *(Note: District staff may take remaining the chapters to the Board for feedback as they are developed. However, it is not anticipated that Consultant will need to attend.)***

**Send electronic copies of the draft plan (or notify of plan’s availability on-line) to 5 local water agencies and 7 other public agencies designated by District staff, at least 60 days prior to public hearing. Present a draft of the complete 2015 UWMP to the District’s Board and the public for review in late March 2016. Make final revisions to the plan.**

**Task 7 – In conjunction with District staff, present the final draft to the Board and the public at a public hearing in late April 2016. After the public hearing the District’s Board will consider final adoption of this plan.**

**Task 8 – Following adoption of the 2015 UWMP, submit the plan electronically as required/requested by the DWR by the July 1, 2016 submittal date.**

**Task 9 – Provide the District with ten (10) bound copies and five electronic copies on CD of the final adopted 2015 UWMP by July 1, 2016.**

**Exhibit B**  
**SOQUEL CREEK WATER DISTRICT**  
**CONSULTANT CONTRACT FOR SERVICES**

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **SOQUEL CREEK WATER DISTRICT**, hereinafter called "District," and \_\_\_\_\_, hereinafter called "Consultant."

**RECITALS**

- (A) District desires certain services hereinafter described; and
- (B) Consultant is capable of providing and desires to provide such services.

NOW, THEREFORE, District and Consultant agree as follows:

**SECTION I**

**SCOPE OF SERVICES**

The services to be performed under this Agreement are as described in Appendix One hereunto attached and made a part hereof.

**SECTION II**

**DUTIES OF CONSULTANT**

All work performed by Consultant or under its direction shall be sufficient to meet the purposes specified and shall be rendered in accordance with the accepted practices and to the standards of profession.

Consultant shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by District. The cost of such additional work shall be reimbursed to Consultant by District on the same basis as provided in Section IV.

If in the performance of the services hereunder, it is necessary to conduct investigations or other operations in the field, security and safety of the area of such field

operations under the control of the Consultant will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any area of facility of District under the control of District's contractor or agent and not under the control of Consultant.

Where services hereunder include preparation of drawings and other contract documents by Consultant and where, notwithstanding acceptance and approval by District thereof, in the opinion of the General Manager, drawings and other contract documents so prepared are found during the course of construction to require modifications due to omissions, error, or lack of detail, such modifications shall be made by Consultant without additional compensation.

Consultant shall meet with the General Manager, or other personnel of District, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings will be held at the request of either party hereto. Review and District approval of completed work shall be obtained monthly or at such intervals as may be mutually agreed upon, during the course of this work.

In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure the payment of worker's compensation to its employees.

Consultant shall obtain and keep in full force and effect worker's compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees under the Worker's Compensation Insurance and Safety Act, including coverage under United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance shall be in a standard form and shall relieve District of all responsibility therefore. Consultant shall, prior to undertaking the work contemplated herein, supply District with a certificate of insurance evidencing that said requirements hereinabove are fully in effect.

Every firm having ten or more employees, including principals, and all firms providing a professional service to District for compensation greater than \$10,000.00 shall provide equal opportunity to all persons regardless of race, creed, color, sex, age,

national origin or physical handicap in conformance with applicable Fair Employment Practices Commission and Equal Employment Opportunity Commission guidelines.

The District requires the consultant to submit an electronic version of all data files and an electronic file of any and all reports.

### **SECTION III**

#### **DUTIES OF DISTRICT**

District shall make available to Consultant all data and information in the possession of District, which District deems necessary to the preparation of the work, and District shall actively aid and assist Consultant in obtaining such information deemed necessary as aforesaid from other agencies and individuals. Consultant has the right to rely on the information so supplied by the District.

The General Manager of the District may authorize a staff person as his or her representative to confer with Consultant relative to Consultant services hereunder. The work in progress hereunder shall be reviewed and inspected from time to time by District at the discretion of District or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, District will inform Consultant of the changes or revisions necessary to secure approval.

The District reserves the right to cancel the contract with the Consultant with 30 days advance written notice.

### **SECTION IV**

#### **FEES AND PAYMENT**

Payment for the services hereinabove described shall be made upon a schedule and with the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies and equipment used in carrying out the work.

Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements; such statements shall give a detail of time worked by

each class of employee and the expenses incurred for which billing is made and shall contain the following form of affidavit signed by a principal of the firm of Consultant:

"I hereby certify as principal of the firm \_\_\_\_\_ that the charge of \$\_\_\_\_\_ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated \_\_\_\_\_, and has not been previously paid."

It is understood and agreed that payment is not to exceed the total amount in Appendix Two without prior District approval.

## **SECTION V**

### **TIME OF BEGINNING AND SCHEDULE FOR COMPLETION**

Consultant shall begin work upon receipt by it of written Notice to Proceed from District which said notice shall not be issued until after this Agreement has been approved and authorized by District's governing body.

The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof.

## **SECTION VI**

### **CHANGES IN WORK**

District may order changes in scope of character of work, either, decreasing or increasing the amount of Consultant's services. Increased compensation, if any, for changes shall be determined in accordance with Appendix Two hereof; provided, however, that in the event major changes are ordered, the Scope of Services, Fees and Schedule of Completion, as stated in the Appendices, will be adjusted by negotiation between Consultant and District.

In the event work is terminated, District shall pay all compensation earned prior thereto.

## SECTION VII

### DELAYS AND EXTENSIONS

In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule of Completion as described in Appendix Three. All claims for adjustments in Schedule of Completion must be submitted to District by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

## SECTION VIII

### MISCELLANEOUS PROVISIONS

District reserves the right to approve the project manager assigned by Consultant to said work.

This Agreement shall not be assigned without first obtaining the express written consent of the District.

Consultant is employed to render a service only and any payments made to Consultant are compensation solely for such services as Consultant may render.

Any discretion or right to approve given to any party herein shall be exercised in a reasonable manner.

All work performance pursuant hereto shall, upon completion, become the property of District. In the event the work is not completed, the completed portion thereof shall become the property of the District. However, District agrees that any reuse of any materials so furnished by Consultant shall be at District's own risk unless prior written approval has been given by Consultant for such reuse.

Note: No representative of District is authorized to obligate District to pay the cost or value of services beyond the scope thereof as herein described; such authority is retained solely by District's Board of Directors.

**SECTION IX**  
**CERTIFICATION**

Pursuant to Section 1861 California Labor Code, Consultant certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**SECTION X**  
**INDEMNIFICATION**

Consultant shall be responsible for any injury or damage to any person or property howsoever occasioned by or arising out of Consultant's willful misconduct or negligent performance of the work hereunder. The Consultant shall assume the defense of, and indemnify and save harmless the District, the Board, each member of the Board, and their officers, agents, and employees from all liability and claims of any kind arising from the negligence or willful misconduct of the Consultant or its agents to the proportion that said liability and claims result from Consultant's negligence or misconduct.

**SECTION XI**  
**LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$ 1,000,000 or the Consultant's fee shown in Appendix Two, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**SECTION XII**  
**INSURANCE**

Insurance requirements shall be as set forth in Appendix Four hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

**SOQUEL CREEK WATER DISTRICT**

By \_\_\_\_\_  
Bruce Daniels, Board President

ATTEST:

\_\_\_\_\_  
Secretary of Said Board

Firm Address:

By \_\_\_\_\_

\_\_\_\_\_  
Federal I.D. Number