

Request for Qualifications

To Provide Professional Services for Legal Counsel for Procurement Phase, Contract Negotiations and Construction Phase Support for the Pure Water Soquel Project

Request for Qualifications Issued: February 4, 2019

Statement of Qualifications Due: February 19, 2019



Soquel Creek Water District

Attention: Eileen Eisner Streller, Assistant Engineer II

5180 Soquel Drive, Soquel, CA 95073

eileens@soquelcreekwater.org

Request for Qualifications

The Soquel Creek Water District (District) is soliciting professional services from a qualified legal firm to provide legal counsel for procurement phase, contract negotiations and construction phase activities related to Pure Water Soquel: Advanced Water Purification for Groundwater Replenishment and Seawater Intrusion Prevention Project. Qualified firms are requested to submit a Statement of Qualifications (SOQ) in response to this Request for Qualifications (RFQ).

I. Overview

The District is a public agency that provides potable drinking water and groundwater resource management in a portion of mid-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 approximately 15,800 connections, of which 94 percent are residential, and a population of approximately 44,000. The District obtains 100 percent of its water supply from groundwater aquifers within the Santa Cruz Mid-County Groundwater Basin. The groundwater aquifers are located within two geologic formations that underlie the District's service area, the Purisima Formation and the Aromas Red Sands aquifer. The Purisima Formation provides the majority of the District's annual water needs.

Background

The Santa Cruz Mid-County Groundwater Basin is in a state of critical overdraft. To help address this challenge while also increasing the sustainability of its groundwater supply, District has approved the **Pure Water Soquel: Advanced Water Purification for Groundwater Replenishment and Seawater Intrusion Prevention Project**.

The Project is a water supply project that would supplement natural recharge of the Santa Cruz Mid-County Groundwater Basin with purified water. The Project consists of obtaining treated municipal wastewater (source water) from City of Santa Cruz's (City) and purifying it to produce high-quality purified water for groundwater basin recharge.

The Pure Water Soquel Project will be supported by a Memorandum of Agreement (MOA) being developed between the District and the City, with the District currently assuming the lead during the project development process.

This MOA will define the final infrastructure development plan and facilities configuration. Overall, Pure Water Soquel is envisioned to consist of several projects, including:

- Treatment Facilities, including new tertiary treatment and new advanced water purification (AWP) treatment (staffing/operations to be determined).
- Source Water and Purified Water Conveyance Infrastructure, to convey effluent from the City's wastewater treatment facility (WWTF) to the AWP Facility and purified water from the AWP Facility to seawater intrusion prevention (SWIP)/recharge wells.
- SWIP/recharge wells, which will store purified water into the groundwater basin via new wells to reduce sea water intrusion and protect from contamination moving further inland.

II. Purpose

The purpose of this RFQ is to solicit SOQ's from legal firms with the following qualifications to provide Professional Services, consultation and legal counsel for procurement phase services, contract negotiations and construction-phase support for the Pure Water Soquel project.

Required Qualifications

1. 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. Understanding of and experience adapting Industry Standard Progressive Design-Build contracts.
3. Understanding of and experience with California public works contracting laws and design-build laws.
4. Previous experience with Progressive Design-Build and Design-Build contracts used on major public works projects.

Preferred Qualifications

1. Previous experience with Progressive Design-Build and Design-Build contracts used on major water or wastewater projects implemented in the State of California.
2. Previous experience in developing and negotiating operations and maintenance contracts for water and/or wastewater projects.
3. Previous experience with CEQA compliance on major public works projects in California.
4. Understanding of legal issues and compliance requirements related to State Revolving Fund (SRF) loan programs in California as well as CA and Federal grants and funding programs such as The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1), Water Infrastructure Finance and Innovation Act (WIFIA), and Bureau of Reclamation's water recycling and reuse program (Title XVI).

Requested Services

The scope of legal services will be primarily focused on providing advice and assistance related to the procurement and development of the Treatment Facilities and Source Water and Purified Conveyance Infrastructure, which will use Progressive Design-Build (PDB) for delivery and construction of physical infrastructure, and on the anticipated procurement and implementation of a long-term operations and maintenance contract for the AWP Facility. Legal services and opinions may also be requested as they relate to contractual coordination between the various Pure Water Soquel Project components, California Environmental Quality Act (CEQA) compliance, requirements established as a condition to project financing and funding including but not limited to SRF, Prop-1, WIFIA, Title XVI, and consistency with public works contracting and design-build laws in California. The legal support team for procurement, contract negotiations and construction-phase support will be required to work with the Soquel Creek Water District General Counsel as needed.

Specific tasks and budgets will be negotiated, but are expected to include:

Task 1 – Review of Existing Documents and Overall Procurement Strategy

- Review existing documents and decisions related to the Pure Water Soquel Projects, including the overall Procurement Strategy for delivery of the Pure Water Soquel Project and for implementation of the long-term operations and maintenance contracts.
- Coordinate with the District’s Program Manager for Pure Water Soquel project to gain an understanding of the context for the recommended strategy.
- Provide advice to minimize legal risks associated with the overall procurement strategy.

Task 2 – Legal Assistance with Progressive Design-Build (PDB) / Long-Term Operations and Maintenance Contract Procurements and Documents

- Participate as requested during phone calls and meetings related to the PDB procurements and the anticipated long-term operations and maintenance contract procurement and negotiations.
- Review draft procurement documents developed with a focus on minimizing the risks of procurement challenges and other legal risks for the District.
- Provide as requested legal advice and opinions related to the procurements.

Task 3 – Contract Development

- Advise the District on which standard industry form of PDB Contract to use as a starting point for the PDB contracts for the Treatment Facilities and Source Water and Purified Water Conveyance Infrastructure.
- In conjunction with District’s Program Manager for Pure Water Soquel Project, identify and recommend potential modifications to the selected standard form PDB contract to reflect the specific needs of each project and the District’s preferred risk allocation for each project.
- Develop an operations and maintenance contract consistent with the long-term operations and maintenance concept that will be provided by the District’s Program Manager.
- Coordinate with the District’s Program Manager on commercial and technical requirements to be incorporated into the PDB contracts and long-term operations and maintenance contract.

Task 4 – Contract Negotiations Support

- Assist with development of overall negotiating strategies for the PDB contracts and long-term operations and maintenance contract. Advise the District and coordinate with the District’s Program Manager during the negotiations for the PDB contracts and long-term operations and maintenance contract.
- As requested, participate in contract negotiations sessions.
- Draft language related to issues raised during negotiations.
- Finalize the negotiated PDB and long-term operations and maintenance contracts.

Task 5 – Legal Assistance during PDB Preliminary Services, including Negotiations of GMP Amendments

- Provide as-requested legal advice and reviews during the Preliminary Services Phase of each PDB project.
- Provide as requested advise and coordinate with the District’s Program Manager during Guaranteed Price (GP) negotiations.
- Draft language related to issues raised during negotiations.
- Review draft GP amendments and prepare finalized contract documents.

Task 6 – Legal Assistance during Final Design and Construction

- Provide as-requested legal services during the final design/construction phase of each PDB project. Legal services may relate but not be limited to the following: contract compliance, project changes and amendments, assistance with dispute resolution and negotiation, claims, and contract closeout.

Task 7 – Other As-Requested Assistance

- Provide legal advice and opinions as requested by the District and related to the Pure Water Soquel Project. Legal advice and opinions may be related to contractual coordination between the various Pure Water Soquel projects, CEQA compliance, requirements established as a condition to project financing and funding, and consistency with public works contracting and design-build law in California as well as other issues related to the Pure Water Soquel Project.
- As-needed, coordinate and consult with District’s General Counsel for matters related to Pure Water Soquel Project.

III. Term of Contract

The contract base period would be established starting with the selection of a qualified firm based on the process outlined in this RFQ with likely contract duration until the end of 2023, with potential for extension.

IV. Fee Estimate

Responding firms shall provide a Rate Schedule listing the proposed hourly billing rates for each attorney that will be assigned to the contract. The proposed Rate Schedule should also list hourly billing rates for Paralegal, Legal Assistant, and clerical and administrative support services. Indicate increment of billing time associated with billing by hourly rate.

Responding firm should also include a list and typical rates for any other anticipated fees for this assignment and proposed scope of services.

The District will negotiate the final scope and fee after contract award with the best qualified Firm.

V. Statement of Qualification Requirements

SOQ should be concise, well-organized and demonstrate the Firm's and the individual attorney's qualifications related to the required professional services and legal support indicated in section II above. 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 SOQ 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 SOQ is 12-point. The 20-page limit does not include the cover letter, dividers, resumes, appendices, front cover or back cover included in the SOQ. Please limit resumes to 2 pages per individual.

All questions and/or requests for clarification regarding this RFQ must be received in writing via email, facsimile or hand delivery to the point of contact (below) no later than 4:00 p.m., February 7, 2019.

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

SOQ must be delivered to this address:

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

Emails: eileens@soquelcreekwater.org

Deadline to submit SOQ: **3:00 p.m., February 19, 2019**

SOQ received after the date and time specified above will not be considered. The District will not be liable for costs incurred by the respondents in preparing a SOQ.

At a minimum, the SOQ 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 solicitation. 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. Project Understanding

The statement of qualification shall include a description of the Firm's understanding of the legal support needed for procurement, contract negotiations and construction-phase support and the scope of work.

C. Approach

A clear description of the Firm's approach and methodology to complete the work tasks outlined in this RFQ.

D. Project Team

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

Describe the specific projects that the firm has worked on within the past five (5) years with contact names and phone numbers of clients. Please provide a minimum of three (3) reference projects of similar scope. For each project, please indicate which attorney worked on the projects and describe the role/work they performed and provide Client reference with contact information. Please restrict project experience listings and descriptions to the attorneys that are a part of this SOQ.

F. Project References

In addition to the description of project experience, please provide three (3) specific project reference contacts for your firm on similar projects.

G. Resumes

Please include resumes for each proposed attorney and/or member. Please limit each resume to two (2) pages.

H. Fee Schedule

Provide a rate schedule (fee schedule) in accordance with **Section IV Fee Estimate** above. Rate schedules for the firm shall include an hourly rate for each category of employee (i.e., Senior Partner/Shareholder/Senior Associate, Junior Associate, Paralegal, other, etc.) and shall list all expenses they propose to bill in addition to legal fees and the basis for such expenses. Provide proposed rate schedules for consecutive years leading up to 2023.

VI. Evaluation Criteria and Selection

A. Selection Criteria

All SOQs will be initially evaluated to determine if they meet the minimum requirements. Those SOQs that meet the minimum qualifications will then be reviewed for the following:

- Knowledge, experience, and competence that the Firm displays for the legal requirements and practical issues related to the legal services work required, based upon the work history.
- Assigned staff's professional and educational qualifications.

- The past performance of the firm on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted.
- The capability that the firm displays in their SOQ that shows: (a) a knowledge and understanding of the scope of the work to be performed; and (b) a realistic approach to the performance of the required work.
- Overall quality of the SOQ submitted to the degree it is clear, concise, and understandable.
- The proposed rate schedule.

B. Selection Process

SOQs will be evaluated based on the criteria established above. Top-rated firms will be invited to a phone interview on February 22, 2019 with an Evaluation Committee that may be comprised of District board members, other agency staff and district staff. During the interview process, the firms may be asked to:

- Prepare a detailed scope of work for the purpose of negotiating a contract.
- Provide additional information to assist the District in determining the best qualified value firm.

All top-rated firms will be given equal opportunity to provide the requested information to the District. The Evaluation Committee will use all information collected to rank the semi-finalists in order of their ability to best meet the requirements of the District.

C. <u>Activity</u>	<u>Date</u>
Solicit SOQs	February 4, 2019
Last Day for Respondent's Questions	February 7, 2019
SOQs Due	February 19, 2019 at 3:00 pm
Phone Interviews	February 22, 2019
Selection Award	March 5, 2019

D. Information Disclosure to Third Parties

SOQs 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 SOQ is exempt from disclosure and copying, they shall so indicate in the transmittal letter. By responding to this RFQ, respondents waive any challenge to the District's decision in this regard.

If any SOQ 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 RFQ 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.

E. 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 RFQ;
2. To reject any, or all SOQs or information received pursuant to this RFQ;
3. To supplement, amend, substitute or otherwise modify this RFQ at any time by means of written addendum;
4. To cancel this RFQ with or without the substitution of another RFQ 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 SOQs 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 SOQ regardless of firm's selection; and
10. To waive any minor defect or technicality in any SOQ received.

F. Questions/Clarification Request

The respondent shall, in the SOQ, identify the Senior Partner/Shareholder/Senior Associate and key staff. The Senior Partner/Shareholder/Senior Associate shall be the primary contact for the District.

For the District, the primary contact is:

Eileen Eisner Streller
Assistant Engineer
Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95073
Email: eileens@soquelcreekwater.org
Phone: (831) 475-8501x 125

During the RFQ process, interested parties shall direct all questions via email to the District's primary contact listed above.

G. Selection Criteria

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

1. Qualifications as they relate to this project (40%).
 - a. Firm's experience with similar services and projects.
 - b. Qualifications of proposed key personnel.
 - c. Communication skills.
2. Firm's project understanding and approach to complete the tasks outlined in the RFQ, including any optional tasks proposed by the Consultant (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%).

Contract negotiations will begin immediately with the first-choice firm after the interview process. If an agreement on SOW, contract terms and fee schedule is not reached within five (5) working days, the next highest ranked firm will be contacted and negotiations with that candidate will begin. This process will continue until an agreement is reached or it is decided to re-advertise.

If a clear choice is not evident, in-person interviews will be scheduled with those firms of exceptional rating.

VII. Attachments and Resources

- A. Sample Professional Services Agreement (attached).

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

THIS AGREEMENT is entered into on the _____ day of _____, 2019, 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
VIII. 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, if any, shall be as set forth in Appendix Four hereto.

SECTION XIII

PREVAILING WAGE OBLIGATIONS

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Consultants who perform work covered by prevailing wage on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes, but is not

limited to, inspection services, material testing and surveying in both the Design and Construction phase of a project.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the District's principal office, which shall be available to any interested party upon request.

Specifically, consultants performing "on-site" work are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813. On-site work includes, but is not limited to, inspection, compaction testing, material testing and surveying services in both the Design and Construction phase of a project.

No such consultant or subconsultant may be awarded or perform work under a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Under such conditions this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In this case the District shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the District may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

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

SOQUEL CREEK WATER DISTRICT

By _____

H.

Tom LaHue, Board President

ATTEST:

I. Secretary of Said Board

Firm Address:

By _____

J.

Federal I.D. Number

February 8, 2019

To: **Request for Qualifications Holder**

Project: **Professional Services for Legal Counsel for Procurement Phase, Contract Negotiations and Construction Phase Support for the Pure Water Soquel Project**

Attn: **Legal Firms**

Addendum No. 1

The Request for Qualifications for Professional Services for Legal Counsel for Procurement Phase, Contract Negotiations and Construction Phase Support for the Pure Water Soquel Project have been changed. Please adjust submittals accordingly.

Statement of Qualifications Due Date Remains: February 19, 2019 at 3:00 PM

This Addendum forms a part of the RFQ documents.

PART 1 – CHANGES/ADDITIONS to Request for Qualifications

A. Under Required Qualifications # 1

Licensed to practice in California. The attorney that leads the team and signs the contract must be a member in good standing with the State Bar of California.

PREPARED BY:

Eileen Eisner Streller, Assistant Engineer II
Soquel Creek Water District
(831) 475-8501 ext. 125
eileens@soquelcreekwater.org

February 14, 2019

To: **Request for Qualifications Holder**

Project: **Professional Services for Legal Counsel for Procurement Phase, Contract Negotiations and Construction Phase Support for the Pure Water Soquel Project**

Attn: **Legal Firms**

Addendum No. 2

The Request for Qualifications for Professional Services for Legal Counsel for Procurement Phase, Contract Negotiations and Construction Phase Support for the Pure Water Soquel Project have been changed. Please adjust submittals accordingly.

Statement of Qualifications Due Date Remains: February 19, 2019 at 3:00 PM

This Addendum forms a part of the RFQ documents.

This Addendum No. 2 is being released to clarify some questions about the project and any potential conflict checks and necessary potential insurance issues.

1. What is the size of the proposed project? **The project is sized to produce 1.3 MGD of purified water that would be injected into the groundwater basin with three wells via a conveyance system. For more information about the project: <https://www.soquelcreekwater.org/our-water/pure-water-soquel-groundwater-replenishment-and-seawater-intrusion-prevention-project>**
2. Who is the project manager, if the District has selected one? **The project manager for the project is Melanie Mow Schumacher, Soquel Creek Water District and the owner's agent and program manager is Anup Shah, from Brown and Caldwell.**
3. Are there any favored or potential contractors? **There are no favored or potential contractors. The delivery models for the components may be Design-Build or Design-Bid-Build.**

PREPARED BY:

Eileen Eisner Streller, Assistant Engineer II
Soquel Creek Water District
(831) 475-8501 ext. 125
eileens@soquelcreekwater.org