

# Request for Qualifications

To Provide Professional Services for General Hydrology  
CWO 18-581

Statement of Qualifications Issued: February 7, 2018

Statement of Qualifications Due: March 28, 2018



---

Attention: Eileen Eisner Streller  
Assistant Engineer  
5180 Soquel Drive, Soquel, CA 95073  
[eileens@soquelcreekwater.org](mailto:eileens@soquelcreekwater.org)

## Request for Qualifications

---

The Soquel Creek Water District (District) is soliciting a Request for Qualifications (RFQ) from qualified engineering persons and /or consulting firms (Consultant) to perform Professional Services for General Hydrology.

### **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.

### **II. Purpose**

The purpose of this Request for Qualifications is to solicit proposals from qualified persons and/or consulting firms to perform Professional Services for General Hydrology.

### **III. Anticipated Scope of Work**

A sample scope of work is outlined below. A detailed scope of work will be developed with the selected Consultant. Any additional scope of work items proposed by the Consultant that may provide additional value is encouraged and should be labeled as "Optional Tasks" in the Consultant's response to the RFQ. Consideration will be given to added value of each optional task for Consultant selection and inclusion in the final scope of work.

#### Task 1 – Groundwater Management

- Oversee and provide advisory services on the District's Groundwater Monitoring Program including both coastal and inland monitoring wells that are used to track water levels and water quality.
- Develop and oversee the District's groundwater well pumping distribution program to help achieve basin sustainability.
- Oversee and provide advisory services for Cooperative Groundwater Management Agreement with City of Santa Cruz - This is a project to implement the agreement related to pumping at the new O'Neill Ranch and City Beltz wells installed by the District and the City of Santa Cruz.
- Assist with groundwater modeling using GSFLOW software and providing other related services (could either be conducting modeling runs or providing advisory services to an outside firm performing the modeling)

- Provide advisory services related to local, state, and federal water quality standards (District's groundwater supplies are challenged with naturally occurring chromium 6 and arsenic, and 1,2,3-Trichloropropane).
- Provide advisory services for review and analysis of evaluation of supplemental supply options/projects (such as those identified in the District's Community Water Plan: purified water, river water transfer, desalination, and stormwater capture) and other hydrology related services.
- Provide advisory services on behalf of District on development of the Santa Cruz Mid-County Groundwater Agency's Groundwater Sustainability Plan

#### Task 2 – Wells

- Provide design and field support services for new groundwater wells in addition to rehabilitation of existing wells (to include but not be limited to chemical and mechanical rehabilitation work)
- Provide design and advisory services for recharge wells of purified water (should District implement Pure Water Soquel Project)
- Provide design and advisory services for stormwater capture projects (should District implement managed aquifer recharge projects)

#### Task 3- Basin Monitoring

- Provide advisory services on Soquel Creek Monitoring and Adaptive Management Implementation Program- This project monitors the possible effects of District and City of Santa Cruz pumping on Soquel Creek streamflows.
- Provide advisory services on District's O'Neill Private Well Monitoring Program- This program monitors for effects from pumping the O'Neill Ranch Well and the City of Santa Cruz's Beltz 12 Well at private wells.
- Provide advisory services for Polo Grounds Monitoring and Mitigation Program-This program monitors for effects from pumping the Polo Grounds well at private wells and Central Water District (CWD) to meet agreement requirements.
- Provide advisory services for Granite Way Private Well Monitoring Program - This program monitors for effects from pumping the planned Granite Way well at private wells.

#### **IV. Term of Contract**

The contract base period would be established based on the successful proposal, estimating a range of 3 to 5 years, with potential for extension.

#### **V. Fee Estimate**

A rate schedule shall be included in the Statement of Qualifications (SOQ). The District will negotiate the final scope and fee after contract award to the best qualified Consultant.

## VI. General Assumptions and Requirements

The following is a list of general assumptions:

- A. The Consultant shall manage the Scope of Services such that the work is completed within the not-to-exceed fee limit and in accordance with the Program schedule and ensure that all services and deliverables meet the District's requirements. The Consultant shall assume at least one monthly conference call (1 hour) to be held with District staff.
- B. Individual activities that require a minor effort on the part of the consultant (less than \$10,000 billed at the established hourly rate) shall be performed under the consultant services agreement, not to exceed the annual budget for general groundwater hydrology services approved by the District's Board of Directors. For projects greater than \$5,000, the consultant shall, at the request of staff, develop a scope of services, schedule and budget that will be presented to the Board of Directors for approval prior to commencing the work.
- C. The Consultant shall submit deliverables in both electronic and hardcopy format. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in the agreed-upon number of copies. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- D. Reports/memoranda shall undergo review and comment by District staff and the Board. As determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District's review process.

## VII. Proposal Requirements

The proposal should be concise, well-organized and demonstrate the Consultant's and the individual team members' qualifications related to the proposed nature of the General Hydrology Services needed and the Scope of Work. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

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, charts, design write-up, graphics, forms, pictures, etc. The minimum font size for the proposal is 12-point. For exhibits such as the proposed project schedule, the use of 11" x 17" pages is allowed and welcomed. 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.

Parties interested in being considered for this project are requested to submit their Statements of Qualifications **by 2:00 p.m., March 28, 2018** to:

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

Please include seven (7) hard copies of the proposal and an electronic copy to [eileens@soquelcreekwater.org](mailto:eileens@soquelcreekwater.org). The District will not be liable for costs incurred by the respondents in preparing this Statement of Qualification (SOQ).

At a minimum, the Consultant's Proposal shall include:

A. Cover Letter

This letter shall be a brief formal letter from the Consultant 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 Consultant's understanding of the General Hydrology Services needed and the scope of work.

C. Technical Approach

A clear description of the Consultant'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 Professional Registrations and the areas of expertise for which each team member will be responsible. Provide the percentage of time that the project manager will be working on this project.

E. Experience

Describe the specific projects that the proposed team 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 proposed team member worked on the projects and describe the role/work they performed. Please restrict project experience listings and descriptions to the team members that are a part of this proposal team.

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 team member. Please limit each resume to two (2) pages.

H. Fee Schedule

Provide fee schedules for your firm which includes an hourly rate for each category of employee (i.e., principal, project manager, staff engineer/scientist, etc.) and fee for related support costs (mileage, blueprint, reproduction, etc.). Provide proposed rate schedules for consecutive years.

**VIII. Evaluation Criteria and Selection**

A. Selection Criteria

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

- Knowledge, experience, and technical competence that the consultant displays for the work required, based upon the work history.
- The past performance of the consultant on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted.
- The capability that the consultant displays in their proposal 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 proposal submitted to the degree it is clear, concise, and understandable.
- The proposed cost of services.

B. Selection Process

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

- Make an oral presentation
- Prepare a proposal and detailed scope of work for the purpose of negotiating a contract.
- Provide additional information to assist the District in determining the best value firm.

All top rated firms will be given equal opportunity to provide the requested information to the District. Any oral presentations and/or demonstrations being conducted in an interview will be scheduled on a mutually agreed upon date and will be at no cost 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>Timeline</u>	<u>Date</u>
Solicit Proposals	February 7, 2018
Non-Mandatory Pre-Proposal Conference Call	February 21, 2018 at 11:00 a.m. (PST)
Last Day for Respondent's Questions	February 23, 2018

SOQs Due	March 28, 2018 at 2:00 pm
Interviews	Week of April 23, 2018
Project Award	June 5, 2018

For firms wishing to participate in the non-mandatory pre-proposal conference call, please email [eileens@soquelcreekwater.org](mailto:eileens@soquelcreekwater.org) by noon on February 20, 2018 to request participation. She will provide you with call-in information.

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 contractors 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 Project Manager and key staff. The Project Manager 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](mailto: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 an interview with 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. Consultant's project understanding and technical 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 and competence (15%).

Contract negotiations will begin immediately with the first choice candidate after the interview process. If an agreement on cost is not reached within five (5) working days, the next highest ranked candidate 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, interviews will be scheduled with those firms of exceptional rating.

**IX. 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 \_\_\_\_\_, 2018, 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**

## **X. 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](http://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.

Bruce Daniels, Board President

ATTEST:

\_\_\_\_\_

I. Secretary of Said Board

By \_\_\_\_\_

J.

\_\_\_\_\_

Federal I.D. Number