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**Board of Directors**

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Ron Duncan, *General Manager*

**REQUEST FOR PROPOSAL**

**TO PROVIDE PROFESSIONAL SERVICES TO  
PREPARE THE 2020 URBAN WATER MANAGEMENT PLAN FOR  
SOQUEL CREEK WATER DISTRICT**

**April 2020**

Recommended By:

A handwritten signature in black ink that reads 'Shelley Flock'.

Shelley Flock

Conservation & Customer Service Field Manager

Approved By:

A handwritten signature in blue ink that reads 'Ron Duncan'.

Ron Duncan

General Manager

**REQUEST FOR PROPOSAL TO PREPARE THE 2020 URBAN WATER MANAGEMENT PLAN FOR SOQUEL CREEK WATER DISTRICT**  
**April 2020**

**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 2020 Urban Water Management Plan (UWMP) in full compliance with the California Urban Water Management Planning Act, as codified in Section 10610 *et.seq.*, of the California Water Code and the Department of Water Resources' (DWR) 2020 Urban Water Management Plan Guidebook for Water Suppliers (slated for final release in fall 2020) and shall meet the July 1, 2021 submittal deadline. The Consultant shall submit the adopted UWMP electronically using the reporting system established by the DWR.

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 (WSCP) updates; demand management measure analysis; and climate change impact analysis.

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, either in person or via video conference as required. 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. The Consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities.

**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 40,000 through approximately 13,000 single-family residential accounts, 500 multi-family residential accounts, 650 commercial/institutional accounts, 250 dedicated irrigation accounts, and 1,500 private fire services. 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 Santa Cruz Mid-County 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 prevent the problem from getting worse while pursuing supplemental supply, the District operates robust conservation programs and manages groundwater pumping through a groundwater management plan. The District is pursuing supplemental supply options, namely Pure Water Soquel, a groundwater replenishment and seawater intrusion prevention project. This project is in Year 5 of its development, has a certified Environmental Impact Report and has a goal of being operational by 2022. These efforts, as well as assessments of other supplemental supply options are described in the District’s Community Water Plan (CWP).

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

The proposed Scope of Services for completing the District’s 2020 UWMP is included as **Exhibit A**.

The consultant will work under the direction of the Staff Analyst and 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 May 15, 2020**. District staff plans to review consultant submittals in response to this RFP and make a selection by May 22, 2020. District staff will work with the selected Consultant to finalize the Professional Services Agreement (Agreement), included in **Exhibit B** which is tentatively scheduled to go to the Board of Directors for approval on June 2, 2020.

Following Agreement approval, the selected Consultant will participate in a kick-off meeting at the District's office, or via video conference, 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 or biweekly progress meetings (by phone or video conference) with District staff will be necessary to address questions and issues, 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. **September – October 2020** – complete a draft of the demand projections for the 2020 UWMP to be presented to the Board of Directors and the public during a regularly scheduled Board meeting. Solicit comments from the Board and public.
2. **November – December 2020** – present a revised version of the demand projections (if necessary) at a regularly scheduled Board meeting. Solicit comments from the Board and public.
3. **January – February 2021** – complete a draft of the 2020 Water Shortage Contingency Plan for the 2020 UWMP to the Board for consideration and comment prior to February 28, 2021.
4. **Late March 2021** - complete a draft 2020 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 2020 UWMP.
5. **Late April 2021** - present a final draft of the 2020 UWMP to be considered for adoption at a public hearing.
6. **By July 1, 2021** - 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 Professional Services Agreement. 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 fifteen (15) 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 Professional Services Agreement 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 2020 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.

In the event negotiations with the preferred Contractor are unsuccessful, the District reserves the right to enter into negotiations with the Contractor providing the next best suited proposal.

The selected Contractor shall be required to sign a Professional Services Agreement with the District incorporating all legal requirements and provisions defined in this RFP and as negotiated. Staff may request proof of insurance prior to signing of Agreement. The Agreement shall be the governing document for the project.

Staff will make an award recommendation to the District's Board of Directors who may select the recommended Contractor or may reject all proposals, contingent upon the successful negotiation of a mutually agreed upon Agreement.

## H. PROPOSAL SUBMITTAL AND CONTRACT PROVISIONS

Proposals shall be submitted to Shelley Flock, Conservation & Customer Service Field Manager, **by 4:00 p.m. on May 15, 2020**, to the following location:

Soquel Creek Water District  
Attn: Shelley Flock  
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 2020 Urban Water Management Plan". Incomplete or late proposals may not be reviewed at the option of the District. Faxed and electronic proposals will not be accepted. **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 Alyssa Abbey at (831) 475-8501 x124 or via email at: [alyssaa@soquelcreekwater.org](mailto:alyssaa@soquelcreekwater.org).

This RFP will be available on the District's website at [www.soquelcreekwater.org](http://www.soquelcreekwater.org). All questions regarding this RFP should be directed to Alyssa Abbey by email only at [alyssaa@soquelcreekwater.org](mailto:alyssaa@soquelcreekwater.org) no later than 5:00 p.m., May 13, 2020.

The consultant engaged by the District for this work shall present proof of insurance as detailed in **Exhibit C** and shall 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 2020 Urban Water Management Plan. Consultant shall follow the guidelines/requirements identified in the 2020 Urban Water Management Plan Guidebook for Retail Urban Water Suppliers (slated for final release in Fall 2020).

**Task 1: Kick-off Meeting/Preliminary Work**

- 1.1 Review the District's 2015 UWMP, the District's most current Community Water Plan, and the Santa Cruz Mid-County Basin's Groundwater Sustainability 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 or biweekly check-in meetings (generally by phone). The kick-off meeting may be done in person or via video conference as appropriate.

**Task 2: Demand Projections**

- 2.1 Using the following information, develop water demand projections in five-year increments from 2020 through 2050. (Note: Although a 20-year demand projection is required for the UWMP, the District has an internal 30-year planning horizon)
  - 2.1.1 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 2020 U.S. Census, etc.
  - 2.1.2 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.
  - 2.1.3 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.
  - 2.1.4 Historical and current water savings estimates from on-going District conservation programs.
  - 2.1.5 Economic information including historical, current and projected rates in regard to elasticity impacts.
  - 2.1.6 Any other information the Consultant feels is necessary or beneficial for this task.
- 2.2 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 by the end of October 2020 (in person, or via video conference).
- 2.3 Incorporate required changes to the demand projections based on Board of Directors feedback and present a revised version of the demand projections (if necessary) at a regularly scheduled Board meeting. Solicit comments from the Board and public and finalize the corresponding chapters of the 2020 UWMP by the end of December 2020.



### **Task 3: Water Shortage Contingency Plan**

- 3.1 Working with District staff and using information supplied by the District's hydrologist, draft the Chapters of the 2020 UWMP related to water supply reliability and water shortage contingency planning by the end of February 2021. Must include the new Water Shortage Demand Assessment (WSDA) procedures necessary for District staff to complete subsequent Annual Water Shortage Assessment Reports.
- 3.2 In conjunction with staff, present draft information to the Board and the public. Make any necessary adjustments/revisions and finalize these chapters.

### **Task 4: Complete Draft of 2020 UWMP**

- 4.1 Identify any remaining data needs and draft the remaining required chapters of the 2020 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.)*
- 4.2 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.
- 4.3 Present a draft of the complete 2020 UWMP to the District's Board and the public for review in late March 2021. Make final revisions to the plan.

### **Task 5: Complete Final 2020 UWMP**

- 5.1 Incorporating Board of Director feedback on the Draft UWMP, complete final draft of UWMP.
- 5.2 In conjunction with District staff, present the final draft to the Board and the public at a public hearing in late April 2021. After the public hearing the District's Board will consider final adoption of this plan.
- 5.3 Provide the District with ten (10) bound copies and five electronic copies on CD of the final adopted 2020 UWMP by July 1, 2021. The Consultant shall assure that electronic versions of the plan meet the specifications of Section 508 of the Rehabilitation Act and be fully available to people with disabilities.

### **Task 6: Plan Submittal**

- 6.1 Following adoption of the 2020 UWMP, submit the plan electronically as required/requested by the DWR by the July 1, 2021 submittal date.

### **Task 7: Corrections**

- 7.1 Make any corrections identified as necessary by DWR after adoption.

**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**  
**TO PROVIDE PROFESSIONAL SERVICES TO PREPARE THE 2020 URBAN WATER**  
**MANAGEMENT PLAN FOR SOQUEL CREEK WATER DISTRICT**

This Agreement for Professional Services ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between the **SOQUEL CREEK WATER DISTRICT** ("District") and \_\_\_\_\_ an individual ("Consultant").

**RECITALS**

The District has a need for professional services described in **Exhibit A** and the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services.

Now, therefore, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**AGREEMENT**

**1) Scope of Services.**

- a) The Consultant shall furnish to the District upon execution of this Agreement or receipt of the District's written authorization to proceed, those services and work set forth in **Exhibit A** ("Scope of Services") which is attached hereto and, by this reference, made a part hereof.
- b) The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, city and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this Agreement that are in effect at the time of performance of this Agreement. The District requires the consultant to submit an electronic version of all data files and an electronic file of any and all reports prepared by Consultant for District under this Agreement.

**2) Term; Schedule; Termination.**

- a) The term of this Agreement shall be from the date of the District's Notice to Proceed until completion of the work. Services and work provided by the Consultant under this Agreement shall be performed in a timely manner as stated in **Appendix A**.
- b) The District may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the District that the Consultant has materially breached this Agreement, failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or failed to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may

authorize in writing) after receipt of written notice from the District specifying such failure. At the option of the District, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) the sale or transfer of Consultant's business. In addition, the District reserves the right to cancel the Agreement without cause with the Consultant with 10 days' advance written notice.

**3) Compensation.**

- a) The Consultant shall be compensated for work performed as set forth in **Appendix B** ("Fee Schedule"). The Consultant shall provide the District with a monthly statement, as services warrant, of fees earned and costs incurred for services provided. The statement shall generally describe the services performed, hours worked, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.
- b) The Consultant is entitled to "reimbursable expenses" as set forth in Appendix B.
- c) Payment by the District shall be conditioned upon and subject to upon Consultant's satisfactory completion of work or appropriate phases or tasks as described in the attached Scope of Services.
- d) Except as expressly provided in this Agreement, the Consultant shall not be entitled to nor receive from the District any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement.
- e) The Consultant agrees to provide District with a W-9 form. The District shall not withhold any Federal or State income taxes or Social Security tax from any payments made by the District to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the Consultant.

**4) Ownership of Work Product.**

All documents, drawings and work product ("Work") prepared or produced by the Consultant under this Agreement shall become and remain the property of the District, except as otherwise approved in writing by the District. The Consultant shall retain intellectual property rights in the Work, except Consultant shall grant the District a nonexclusive, perpetual and transferable license in all Work protected by intellectual property rights, and District may reproduce the plans, prepare derivative works based on the Work, and build improvements depicted in or relating to the Work. The District shall indemnify the Consultant for any claims or damages arising from the District's negligence in modifying the Work. All physical or digital work product created pursuant hereto shall, upon completion, become the property of the District.

**5) Prevailing Wages, DIR Registration.**

The Consultant shall abide by all applicable prevailing wage laws as set forth in Labor Code Section 1720 and 1770 et seq. If the services under this Agreement, or any portion thereof, are being performed as part of an applicable public works or maintenance project, as defined by the Prevailing Wage Laws, the Consultant agrees to fully comply, and to require its sub consultants to comply with such laws. It shall be the Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

**6) Required Licenses, Certificates and Permits.**

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the Consultant to provide the services and work described in Exhibit A must be procured by the Consultant and be valid at the time the Consultant enters into this Agreement. Further, during the term of this Agreement, the Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by the Consultant at no expense to the District.

**7) Office Space, Supplies, Equipment, etc.**

Unless otherwise provided in this Agreement, the Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement.

**8) Insurance Requirements.**

The Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as set forth in Exhibit C (Insurance).

**9) Defense and Indemnification.**

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

**10) Status of Consultant.**

All acts of the Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of the Consultant relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers or employees of the District. The Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the District. If the Consultant deems it appropriate to employ a subconsultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant shall so advise the District and seek the District's prior approval. Any consultant, expert or investigator employed by the Consultant at the Consultant's expense and shall be the agent of the Consultant and not the District.

**11) Records and Audit.**

The Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for at least four (4) years. Any authorized representative of the District shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by the Consultant.

**12) Assignment.**

This is an agreement for the services of the Consultant. The District has relied upon the skills, knowledge, experience and training of the Consultant and Consultant's firm, associates and employees as an inducement to enter into this Agreement. The Consultant shall not assign or subcontract this Agreement without the express written consent of the District.

**13) Waiver of Default.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**14) Notice.**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which the Consultant or the District shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as set forth below.

**15) Severability.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect.

**16) Amendment.**

This Agreement may be modified, amended by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**17) Entire Agreement.**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.

**18) Construction.**

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

**19) Governing Law and Venue.**

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in Santa Cruz County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

ATTEST:

DISTRICT

\_\_\_\_\_  
Emma Olin, Clerk of the Board

By: \_\_\_\_\_ Date

\_\_\_\_\_  
Ron Duncan, General Manager  
Soquel Creek Water District  
5180 Soquel Drive  
Soquel, CA 95073

CONTRACTOR

By: \_\_\_\_\_ Date\_\_\_\_\_

—  
—  
—  
—

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

**EXHIBIT C**  
**INSURANCE**

Without limiting Consultant's responsibility for injury or damage, as aforesaid, Consultant will at its sole cost and expense keep in force at all times during the performance of this contract, public liability insurance and provide a certificate of said insurance. Said insurance will be to limits not less than those shown below and shall be Commercial General and Auto Liability Insurance covering all operations and use of automobiles, including coverage for completed operations and for contractual liability (liability assumed under "an insured" Contract).

- A. **Coverage** - Coverage shall be at least as broad as the following:
1. **Commercial General Liability** (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
  3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
  4. **Professional Liability** - (Also known as Errors & Omissions) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

**If Claims Made Policies:**

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- B. **Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:
  - 1. **Additional Insured Status** - District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
  - 2. **Primary Coverage** - For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- C. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- D. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
- E. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.
- F. **Verification of Coverage** - Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- G. **Subconsultants** - Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.



- H. **Safety** - In the performance of this contract the Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

**Attn: Bidders**

**REQUEST FOR PROFESSIONAL SERVICES TO PREPARE THE 2020 URBAN WATER MANAGEMENT PLAN**

Addendum No. 1

**Request for Proposal Due Date Remains: May 15, 2020**

This Addendum forms a part of the RFP documents. This Addendum No. 1 is being released to clarify some questions about the project. Questions below are bolded and answers are shown in regular font.

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**Q: Task 3.1 refers to preparing a “Water Shortage Demand Assessment”. The Water Code requires a “Water Supply and Demand Assessment”. I want to confirm this is a typo and not a different requirement (and that you are not pre-supposing a shortage).**

A: Yes. This refers to the new annual Water Supply and Demand assessment.

**Q: Since population is a component of the plan, does the District intend to use a population projection based on the 2000 census, or is the intent to publish the draft in March and revise it in late April with corrected population data?**

A: We will update the population figures with the new census information.

**Q: I’d like guidance on how to show scope and estimated budget for efforts without an explicit task in the Scope of Services. For example, “weekly or biweekly check-in meetings” are referenced in Task 1.2, but a task item to perform those meetings is not included in the Scope of Services. Another example is how to show scope/budget for invoicing and progress reports, or recommended additional staff meetings. Can we include adjustments in the Scope of Services that are clearly marked as changes from the original Scope of Services?**

A: Please add anything you feel is needed either as points added to each task or as a separate task and then in then detail cost in the Cost Submittal.

**Q: If so, where should we include these (amendments to the scope of services) in the proposal and will they be included in the page count maximum?**

A: If you would like to attach amendments as an attachment we will not count towards your overall page count.

**Q: Is there any potential leeway on hard copy submittals considering COVID-19 and printing/delivery logistics being potentially interrupted**

A: Yes. Hard copy is preferable but digital is OK given the circumstances. If you would like to submit electronically, please include the Cost as a separate attachment.

**Q: Please let us know if anything has changed regarding delivery method due to the current COVID-19 situation or if any addendums have been issued.**

A: Hard copy is preferable but electronic is OK given the circumstances. If you would like to submit electronically, please include the Cost as a separate attachment.