October 21, 2016

Sent via email and USPS

Request for Proposals to Provide Program Management Services

The Pajaro Valley Water Management Agency (PV Water or Agency) is soliciting proposals to provide program management services for implementation of the Basin Management Plan Update (BMP) through June 2019. The BMP identifies and defines four water supply projects required to balance the Pajaro Valley Groundwater Basin and stop seawater intrusion:

- College Lake Diversion with Inland Pipeline to CDS,
- Harkins Slough Recharge Facilities Upgrades,
- Watsonville Slough Diversion with Recharge Basins with Recharge Basins, and
- Murphy Crossing Diversion with Recharge Basins.

The Agency intends to hire a program management (PM) consultant to carry out and manage all tasks defined in the BMP Implementation Strategy, which is available on the Basin Management Plan webpage (http://pvwater.org/about-pvwmabmp-update.php). The PM consultant will be responsible for:

- further defining the program components including all planning and preliminary design to support environmental documentation, water rights, permitting, property rights and funding tasks;
- completing environmental documentation, permitting, property rights, and funding tasks as identified for each project;
- managing related water rights, public outreach, environmental and financing tasks being performed by other agency consultants;
- coordinating with and supporting Agency staff administrative, financial, and technical work related to the BMP implementation, including assisting in the development of memos and presentations for the Board of Directors and stakeholders;
- developing strategies to streamline the program implementation;
- identifying opportunities for cost savings; and
- initiating pertinent strategies throughout the planning, design, and environmental documentation phases that would lead to the successful implementation of the projects.

In addition to the BMP projects, the PM consultant will be responsible for implementation of two recycled water facility improvement projects. The filtration improvements and additional 0.5 MG recycled water storage tank will require final design and permitting to allow for construction in 2017 and 2019.
The program management consultant services will extend through the duration of the implementation strategy (estimated June 2019). With successful performance, the Agency may amend the agreement to include additional services, as needed, during the implementation, and may extend the agreement to continue the services through the next phase of implementation.

The program management services will result in a BMP Implementation Program that leads to the permitting, environmental documentation, funding, design and construction of the water supply facilities identified in the BMP on a schedule consistent with the BMP Implementation Strategy.

Attachment 1 is the Request for Proposals. The BMP-Implementation Strategy, which outlines specific actions and decisions needed through fiscal year 2018-2019 to move forward with the implementation of the four water supply projects, is available on the Basin Management Plan webpage (http://pvwater.org/about-pwma/bmp-update.php). Additional information may be downloaded from the PV Water website at pvwater.org.

The following firms are receiving the Request for Proposals:

- Mr. Lou Carella
  Carollo Engineers

- Mr. Ted Whiton
  GHD

- Mr. Pete Rude
  CH2M Hill

- Mr. Bob Ellis
  HDR

- Ms. Denise Duffy
  Denise Duffy & Associates

- Mr. Steve Stielstra
  SWCA

- Ms. Stephanie Strelow
  Dudek

- Mr. Jeffrey Szytel
  Water Systems Consulting, Inc.

- Ms. Jill Hamilton
  ESA

- Mr. Matt Weld
  Waterways Consulting

- Mr. Peter Haase
  Fall Creek Engineering

- Mr. Craig Drizin
  Weber Hayes Associates

The Agency is also advertising the RFP in local newspapers and on the Agency website to allow other interested firms to participate in the process. Proposal teams are encouraged to identify and partner with local firms and individuals that are familiar with the issues and opportunities and can offer support services to basin management planning in the Pajaro Valley, including the following firms currently working on PV Water projects:

- Balance Hydrologics, Inc. – Watsonville Slough hydrology studies
- cbec eco engineering – College Lake hydrology studies
- Gary Kittleson – Pajaro Valley wildlife biologist
- Mike Podlech – Pajaro Valley fisheries biologist

Additionally, PV Water has existing contracts with Alan Lilly, water rights special counsel at
Bartkiewicz, Kronick & Shanahan, and Lidia Gutierrez, Gutierrez Consultant, Inc., program management support and funding. While PV Water anticipates independent contracts with both, the program management consultant will be expected to coordinate with and technically support the water rights permitting and funding services provided by these consultants.

Proposals will be received by PV Water until 4:30 p.m. on November 22, 2016. Interviews may be held December 16, December 19, and/or December 20, 2016. PM consultant teams should be available for an interview on these dates. The Agency expects to notify the selected team by mid-January 2017 to immediately begin contract negotiations for Agency Board consideration/approval at the February 22, 2017 Board of Directors Meeting. The proposal and contracting schedule are shown below:

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<tr>
<td>Submit Proposals</td>
<td>November 22, 2016</td>
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<tr>
<td>Conduct Interviews</td>
<td>December 16, 19, &amp; 20, 2016</td>
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<tr>
<td>Notify Selected Team</td>
<td>January 13, 2017</td>
</tr>
<tr>
<td>Board Approval of Contract</td>
<td>February 22, 2017</td>
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Please direct any questions on this matter to me or Brian Lockwood no later than November 10, 2016 at 831. 722. 9292 or bannister@pvwater.org or lockwood@pvwater.org. Relevant questions received, along with responses, will be posted on the BMP Update webpage by November 15, 2016. Thank you for your interest in this important program for PV Water and the Pajaro Valley.

Sincerely,

Mary Bannister, General Manager
Pajaro Valley Water Management Agency

Attachment: 1. Program Management Request for Proposals
             2. Pajaro Valley Water Management Agency Agreement for Professional Services
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I. Introduction

Summary

The Pajaro Valley Water Management Agency (PV Water or Agency) adopted a Basin Management Plan Update (BMP) in 2014. The BMP includes seven programs and projects to balance the Pajaro Valley groundwater basin and halt seawater intrusion. Three of the programs and projects, Conservation, Increased Recycled Water Deliveries, and Increased Recycled Water Storage at Treatment Plant, are currently being implemented or under construction under the management of PV Water staff and consultants. PV Water developed the BMP Implementation Strategy to outline specific actions and decisions needed through fiscal year 2018-2019 to move forward with the implementation of the remaining four projects - College Lake Diversion with Inland Pipeline to CDS, Harkins Slough Recharge Facilities Upgrades, Watsonville Slough Diversion with Recharge Basins with Recharge Basins, and Murphy Crossing Diversion with Recharge Basins.

PV Water is requesting proposals from professional service firms to provide program management functions described in the BMP Implementation Strategy. PV Water anticipates awarding an initial two- to three-year agreement with the potential of amendments for additional services as they are defined for the duration of the Program. PV Water reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs.

The successful Proposer shall provide qualified personnel to assist PV Water in the following areas: Program Administration and Controls, Engineering and Planning (including scheduling and cost estimating), environmental documentation and permitting, property and water rights, project financing, and public education and outreach. Proposal teams are encouraged to identify and partner with local firms and individuals that are familiar with the issues and opportunities and can offer support services to basin management planning in the Pajaro Valley, including the following firms currently working on PV Water projects:

- Balance Hydrologics, Inc. – Watsonville Slough hydrology studies
- cbec eco engineering – College Lake hydrology studies
- Gary Kittleson – Pajaro Valley wildlife biologist
- Mike Podlech – Pajaro Valley fisheries biologist

Additionally, PV Water has existing contracts with Alan Lilly, water rights special counsel at Bartkiewicz, Kronick & Shanahan, and Lidia Gutierrez, Gutierrez Consultant, Inc., program management support and funding. While PV Water anticipates independent contracts with both, the program management consultant will be expected to coordinate with and technically support the water rights permitting and funding services provided by these consultants.

The successful Proposer may also be called upon to provide other related as-needed program management tasks during the term of the Agreement. Such services may include specialized services at the discretion of PV Water. In addition, services to augment existing PV Water engineering, O&M, and financial/administrative staff may be requested.

Proposers responding to this RFP must have proven expertise with water resource program management and extensive experience developing and managing complex water resource capital improvement
programs that include surface water, recycled water and groundwater projects for water management agencies. It should also be noted that the Task Descriptions to be provided by the Proposer as part of its proposal may be directly incorporated into the scope of services section of the Agreement. PV Water reserves the right to make personnel changes at any time, for any reason. All proposed replacement personnel must be approved by PV Water.

Additional information relating to the PV Water and this RFP may be posted on the website http://pvwater.org as needed after issuance of the RFP. Proposers should therefore consult the PV Water website regularly for these updates. It is the Proposer’s responsibility to obtain addenda and other information relating to this RFP. After issuance of this RFP, Proposers are to direct all inquiries concerning information about this RFP, the Program, or related topics to Brian Lockwood at lockwood@pvwater.org. All inquiries should include the title of this RFP in the subject line. Responses to submitted questions will be sent directly to the Proposer submitting the question and substantive responses to submitted questions will be periodically posted on the PV Water website without identification of who submitted the question. PV Water will not be responsible for any information used to prepare a proposal that has not been provided by this RFP and addenda.

**Tentative Schedule**

PV Water has established the following tentative schedule for the selection process:

- Advertise Request for Proposals: October 19, 2016
- Deadline to Submit Questions: November 10, 2016
- Deadline to Submit Proposals: November 22, 2016
- Shortlist and Notification for Interviews: December 9, 2016
- Interviews: December 16, 19 or 20, 2016
- Selection: January 13, 2017
- Complete Contract Negotiations: February 6, 2017
- Board Approval of Agreement: February 22, 2017
- Notice to Proceed: March 1, 2017

**II. Background**

**PV Water Charter**

PV Water is a state-chartered water management district formed to efficiently and economically manage existing and supplemental water supplies. The Agency’s primary goal is to prevent further increase in, and to accomplish continuing reduction of, long-term overdraft; and to provide and ensure sufficient water supplies for present and anticipated needs within its boundaries as shown in the Figure 1. Section 102 of the PVWMA Charter states: “Water resource management activities carried out under this act in the public interest shall recognize the following objectives:

a) Local groundwater resources should be managed toward the avoidance and eventual prevention of conditions of long-term overdraft, land subsidence, and water quality degradation.

b) Local economies should be built and sustained on reliable, long-term supplies and not long-term overdraft as a source of water supply.

c) Water management programs should include reasonable measures to prevent further increases in the amount of long-term overdraft and to accomplish continuing reduction in long-term...
overdraft, realizing that an immediate reduction in long-term overdraft may cause severe economic loss and hardship.

d) Conservation and economically efficient management of water resources are necessary to meet the needs of agriculture, industry, and urban communities. Economic efficiency requires that water users pay their full proportionate share of the costs of developing and delivering water. Property taxes shall not be used for payment of these costs. Agricultural uses shall have priority over other uses under this act within the constraints of state law.

e) Water conservation programs appropriately include the ability of a water management agency to recognize existing beneficial uses, and to acquire, buy, and transfer water and water rights in the furtherance of its purposes.

f) The purpose of this agency is to efficiently and economically manage existing and supplemental water supplies in order to prevent further increase in, and to accomplish continuing reduction of, long-term overdraft and to provide and insure sufficient water supplies for present and anticipated needs within the boundaries of the agency.

g) It is anticipated that long-term overdraft problems may not be solved unless supplemental water supplies are provided. The water management agency should, in an efficient and economically feasible manner, utilize supplemental water and available underground storage and should manage the groundwater supplies to meet the future needs of the basin."

Figure 1. PVWMA Boundaries
Seawater intrusion in the Pajaro Basin, a result of groundwater overdraft, was first documented in 1953 (Bulletin 5, SWRCB). Since then, annual water use has generally increased, and the basin continues to be in a state of overdraft. The Pajaro Valley groundwater basin is severely overdrafted, causing groundwater elevations to drop below sea level and leading to seawater intrusion as shown in Figure 2. Seawater intrusion has caused chloride contamination of groundwater wells up to three miles inland as shown in Figure 3. Seawater intrusion is an immediate and a direct threat to the Pajaro Valley economy. The elevated chloride concentrations make the groundwater unusable for irrigation of the high value, salt sensitive crops in coastal region of the Pajaro Valley. Local agricultural production has an estimated annual value of $895 million based on land use data and crop values from the Santa Cruz County Agricultural Commissioner 2012 Crop Report. Although the Pajaro Valley includes portions of both Santa Cruz and Monterey Counties, Santa Cruz County crop values were assumed to be more reflective of the Pajaro Valley since Monterey County crop values may be heavily influenced by those of the Salinas Valley.

**Figure 2. Groundwater levels below sea level in the Pajaro Basin**

![Groundwater levels below sea level in the Pajaro Basin](image-url)
Figure 3: Extent of Seawater Intrusion

Seawater Intrusion within the Pajaro Valley

Explanation

- Cities & Towns
- PVWMA Boundary
- Extent of SWI as of 1951
- Extent of SWI as of 1966
- Extent of SWI as of 1998
- Extent of SWI as of 2011

*Chloride contours are set to concentrations of 100 mg/L

Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, iDemsoft, Inc., GeoEye, USDA, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

PVWMA
BMP Update

In October of 2010, the PV Water Board of Directors voted in favor of forming an Ad Hoc BMP Committee to help increase the Pajaro Valley community participation in the development of the BMP Update. This Ad Hoc Committee served as advisors to the PVWMA Board of Directors on matters related to the BMP Update. The committee established goals for the BMP Update as follows:

1. Help achieve the PVWMA charter objective.
2. Provide an update of previous planning efforts.
3. Define the appropriate course of action toward optimizing the use of available supplies and solving seawater intrusion and overdraft problems.
4. Accomplish these tasks through a community-based process that is inclusive and adaptive.

The Ad Hoc BMP Committee met regularly over an 18-month period. The primary focus of the Committee over this time was to work with PV Water staff and project consultants to identify, analyze, short-list, and ultimately recommend a portfolio of projects and programs to “solve” the basin problem, i.e., solve seawater intrusion and basin overdraft. The Committee’s priorities for identifying individual BMP projects were:

- Prioritize water use efficiency and water demand reduction alternatives that have the potential to reduce basin demands.
- Prioritize improvements to existing infrastructure to maximize supply.
- Prioritize new supply projects to balance the groundwater basin and prevent long-term overdraft.

On August 15, 2012 the Board accepted the Committee’s recommended BMP. The BMP Update recommends the following projects and programs to supplement existing facilities and services:

- **Conservation**: reduce annual irrigation water use by 5,000 AFY by the end of 2023.
- **Increased Recycled Water Storage**: construct up to 2 million gallons of storage at the RWF to increase recycled water deliveries by approximately 750 AFY during the peak irrigation season.
- **Harkins Slough Recharge Facilities Upgrades**: install new shallow extraction wells at the Agency’s recharge basin, upgrade the pump station, and filters at the slough diversion to improve system operation and recharge percolation rates, and construct a new recharge basin.
- **College Lake with Inland Pipeline to CDS**: during the summer months, send water from College Lake through a new pipeline to (a) the Recycled Water Facility (RWF) storage tank to supply the Coastal Distribution System (CDS) or (b) directly to the CDS, with provisions to supply inland users along the new water main pipeline. The water from College Lake can replace potable water currently used for blending and water from the Agency’s blend wells in the coastal zone.
- **Watsonville Slough with Recharge Basins**: divert water from the Watsonville Slough to surficial aquifers during winter high flows from December to May.
- **Murphy Crossing with Recharge Basins**: divert water from the Pajaro River between December and May to recharge the basin in the vicinity of Murphy Crossing.

The BMP Update includes a plan and timeline for implementation of the recommendations, including near-term and long-term actions that would be implemented over a 30-year period. The PV Water Board of Directors adopted the BMP Update in April 2014.
2015 BMP Rate Setting

PV Water Revenues are primarily generated by user charges (pumped groundwater or augmentation charges and delivered water charges for irrigation supply in the coastal areas). When the 2010 charges were adopted by the Board, the Board directed staff to reevaluate the rates after 5 years to ensure that PV Water garnered public support of a BMP to bring the groundwater basin into balance, to incorporate changes due to the update of the BMP, and to address other changes and changed circumstances. With the completion of the BMP Update and Board approval in April 2014, PV Water began a new rate setting process to support the planned BMP projects and timeline.

PV Water established an Ad Hoc Funding Committee to help guide the development of the cost of service study, evaluate new rate structures, and serve as advisors to the Board. The purpose of the Committee was to develop a recommended rate structure that supports the implementation of the BMP Update and the Agency’s work to mitigate long-term groundwater overdraft, stop seawater intrusion, and protect water quality.

The service charge report was the culmination of the Ad Hoc Funding Committee efforts. Based on the recommendation from the Committee and input from the Board, public and legal counsel, Agency staff recommended that the Board consider fees consisting of consumption based augmentation (pumped groundwater) charges, similar to the existing augmentation charge, and a separate delivered water charge. The proposal included two separate tiers of groundwater pumping charges for metered wells, which include agricultural, potable, and industrial supply wells that pump more than 10 acre-feet per year, with a slightly higher rate for groundwater production in the delivered water zone. The proposed charge for rural residential wells, which are largely unmetered, was based on average estimated usage per residence served. Details of the fees and cost allocations to each user category are presented in the Cost of Service Report (January 2015), which is available on the PV Water website. The current rate structure adequately funds project implementation activities through 2020 as described in the BMP Update. The Board adopted the new rates in May 2015.

2016 BMP Implementation Strategy

The BMP Implementation Strategy, which is available on the Basin Management Plan webpage (http://pvwater.org/about-pwwma/bmp-update.php) was developed to outline specific actions and decisions needed through fiscal year 2018-2019 to move forward with the implementation of the four BMP projects that had yet to be initiated - College Lake Diversion with Inland Pipeline to CDS, Harkins Slough Recharge Facilities Upgrades, Watsonville Slough Diversion with Recharge Basins with Recharge Basins, and Murphy Crossing Diversion with Recharge Basins.

The BMP Implementation Strategy is intended to supplement the implementation section of the BMP. PV Water intends to hire a PM consultant to oversee and guide the BMP Implementation Strategy. The PM consultant will be responsible for:

- Further defining the program components including all planning and preliminary design to support environmental documentation, water rights, permitting, property rights and funding tasks;
- Completing environmental documentation, permitting, property rights, and funding tasks as identified for each project;
- Managing related water rights, public outreach, environmental and financing tasks being performed by other agency consultants;
Coordinating with and supporting Agency staff administrative, financial, and technical work related to the BMP implementation, including assisting in the development of memos and presentations for the Board of Directors and stakeholders;

- Developing strategies to streamline the program implementation;
- Identifying opportunities for cost savings; and
- Initiating pertinent strategies throughout the planning, design, and environmental documentation phases that would lead to the successful implementation of the projects.

The program management consultant services will extend through the duration of the implementation strategy (estimated June 2019). With successful performance, the Agency may amend the agreement to include additional services, as needed, during the implementation, and may extend the agreement to continue the services through the next phase of implementation.

### III. Program Management Organizational Description

Leading and managing the engineering, environmental, legal and financial aspects of the four complex projects in the BMP will require a significant effort in planning, coordination, and program controls. To meet this challenge, PV Water requires consultant support to provide the expertise and resources required to develop a Program Management Team (PMT). The PMT will be responsible to drive the schedule, control budgets, and coordinate the planning, design, environmental documentation, permitting, and legal activities as needed for each of the projects. An integrated team approach for the PMT is desired utilizing PV Water staff and other consultants.

The selected proposer will provide experienced personnel as required to support the BMP Implementation efforts. Given the regulatory, physical and financial demands of this program, PV Water is looking for a team of experienced individuals that can deliver projects in a fast-tracked, critical path schedule and in a cost effective/cost efficient manner. To achieve PV Water program scope, schedule and budget goals, the individuals will also need to possess excellent team building and communication skills.

### IV. Scope of Services

PV Water has prepared a list of minimum tasks necessary for the Program. This list of tasks shall be used as a basis for preparation of the proposal. However, additional tasks or modifications to the task list should be proposed if the Proposer believes they are necessary to provide a more comprehensive Program.

**Task 1. Program Administration and Controls**

**Subtask 1.1 Program Management Team and Plans**
- Develop and Manage Program Management Team
- Develop Program Management Plan
- Implement Change Management System
- Procurement Support

**Subtask 1.2 Program Controls**
- Master Program Schedule
- Monitor Cost/Cash Flow
- Independent Cost Estimates
- Monthly Status Reports
- Document Management
As previously noted, PV Water encourages teaming with local firms familiar with the Pajaro Valley issues. Water rights and funding services are intended to support and be coordinated with the consultants currently providing those services to PV Water.

V. Qualifications

This section describes the minimum qualifications required for Proposers’ organizations, subconsultants, and key individuals. PV Water reserves the right to approve individuals proposed for participation to ensure that they meet the qualifications necessary to support their areas of work based on experience and references to meet the requirements of the Program.

PV Water reserves the right to make personnel changes at any time, for any reason. All proposed
replacement personnel must be approved by the Agency.

**Prime Proposer and Joint Venture Partners Qualifications**

To qualify for award of this Agreement, the Prime Proposer, or Joint Venture (JV) Partners, must each demonstrate relevant expertise to successfully perform their role and responsibilities as described in this RFP.

The Proposer must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in program management; to successfully perform its role and responsibilities in supporting the implementation of the BMP Update. At a minimum, the Prime Proposer or JV Partners must possess the following:

The Program Manager must have a minimum of ten (10) years of experience providing Program Management, Planning, and Design services for large water or wastewater infrastructure capital programs. The Program Manager should have been responsible for management of a program team on at least two (2) complex water infrastructure programs, with a value of $50 million or more, that are similar in complexity to the BMP Update; and must possess a strong knowledge and understanding of current California water issues, regulations, and internal and external stakeholder concerns.

**Subconsultant Qualifications**

**Subconsultant Providing Key/Lead Team Members**

To qualify as a Subconsultant that will provide key/lead team members for the tasks described in this RFP, the Subconsultant must possess the following:

The Subconsultant providing key/lead team members must either have been in business a minimum of five (5) years providing related services in the tasks for which the Subconsultant is providing key/lead team members; and must have experience participating in one of the key/lead positions (i.e. Program Management Advisor, Program Controls Manager, etc.) as part of a programmatic team on at least one (1) complex water infrastructure project, with a value of $25 million or more, and similar in complexity to the BMP Update.

**Key/Lead Team Member Qualifications**

The following are required qualifications for key positions to be provided as part of this RFP. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to support the BMP Update implementation, and propose individuals who meet the specific qualifications highlighted in this section. All proposed substitutions of key/lead personnel during the contract term will be subject to approval by the PV Water. It is the Agency’s expectation that the proposed key/lead team members complete their proposed scope of work through completion of the Program.

The specific qualification requirements for the **key/lead positions** are delineated below:

**A. Program Manager**

The Program Manager must have a minimum of ten (10) years of Program Planning and Implementation experience including at least five (5) years of Program Management experience on a $25 million or
greater, wastewater or water capital improvement program, within the last 10 years, that has progressed through all phases of a Program. An active professional engineering license in California is desired. The individual must have excellent interpersonal skills, and possess exemplary written and presentation skills, consensus and team building skills, and have experience working as part of a team integrated with Owner’s staff, in a public sector environment, in the role of Program Advisor.

B. Program Controls
The Program Controls Lead must have a minimum of five (5) years of experience providing program controls services on a $20 million, or greater, wastewater or water capital improvement program; that has progressed through all phases of the Program. An active professional engineering license in California is desired. It is desired that the Program Controls Lead have commensurate Information Technology (IT) skills and excellent interpersonal skills as well as knowledge and proven experience in the application of Risk Analysis, Risk Management techniques, and mitigation strategies.

C. Planning/Engineering
The Planning/Engineering Lead must have a minimum of ten (10) years of Process Engineering, Planning, Design, and Construction experience in the water industry; must have worked as a Engineering Manager on at least one (1) $25 million, or greater, water capital improvement program; have an active professional engineer license in California. The Planning/Engineering Lead must have had experience applying value analysis and value management techniques to similar size programs.

D. Environmental
The Environmental Lead must have a minimum of ten (10) years of environmental documentation and permitting experience in the water industry; must have worked as an Environmental Manager on at least one (1) $25 million, or greater, water capital improvement program. The Environmental Lead must have had experience completing the full environmental documentation and permitting for similar size programs.

E. Water Rights and Funding
PV Water has existing contracts water rights special counsel, and program management support and funding. While PV Water anticipates independent contracts with both, the program management consultant will be expected to coordinate with and technically support the water rights permitting and funding services provided by these consultants.

VI. Organization and Content of Proposal

1. Submittal Instructions
Eight (8) hard copies and one (1) electronic copy of the proposal are to be submitted to PV Water.

Due Date: November 22, 2016 no later than 4:30 p.m.

Proposals are to be addressed to:

Pajaro Valley Water Management Agency
Mary Bannister, General Manager
36 Brennan Street
Watsonville, CA 95076
2. Organization and Content

The outside cover should state the firm’s name, the submittal date of November 22, 2016, and the title “Proposal to Provide BMP Program Management Services.”

The proposal shall not exceed 30 pages in length, excluding Sections 5, 6, 7, 9, and 10. Note that Sections 5 and 6 have page limits specific to each section as noted in the descriptions. The Proposal shall contain the following sections:

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<td>Key/Lead Team Member Resumes and References</td>
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1. **Program Overview**
   Provide a narrative description of the Program that includes a brief overview of the Program’s principal elements and challenges; demonstrates an understanding of the Program’s objectives; and describes the approach to accomplish the scope of services.

2. **Detailed Project Approach**
   Provide a detailed description of your team’s approach to the Program. The description shall include details to implement the tasks described in the Scope of Work and any recommended revisions to the list of tasks. The approach should recognize, address and provide for resolution of all aspects of the Program. The approach should reflect the integration of Consultants and PV Water staff and other consultants.

3. **Program Tasks**
   The list of tasks provided under Section IV Scope of Services shall be used as a basis for preparation of the proposal. Expand, modify and/or detail the tasks outlined in the scope of services of this RFP and provide descriptions of the plans to execute the work associated with each task. The task description shall be detailed enough to define the scope of work to include in the contract with the selected Proposer.

4. **Proposed Program Management Team**
The Proposer’s key team members shall be identified. Key program roles and functions and associated key personnel shall be identified. A proposed functional organizational diagram shall be included. The organization chart should demonstrate the depth of resources, and reporting relationships.

5. Firms’ Experience and References

Clearly demonstrate that the Proposer meets all the qualification requirements outlined in Section V of this RFP. Provide sufficient information in the proposal to evaluate the Proposer’s ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consultant firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to successfully accomplish the work.

- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous contract or project specific associations between the JV Partners to demonstrate successful working relationships.

- A description of a minimum of three (3) most recent projects, programs or contracts similar to the BMP Implementation previously performed by the Proposer. If a JV, each JV Partner shall provide at least one (1) of the three (3) project descriptions. Each description will be limited to two (2) pages and shall demonstrate the Proposer’s experience relevant to its specifically defined responsibility, and similarity to the BMP Implementation description. Each description shall include:

  1. Project/Program/Contract scope/Size of Program Management Contract summary;
  2. Proposer’s role and responsibilities in the project/program/contract;
  3. Proposer staff members who worked on the project/program/contract;
  4. Dates when the project/program/contract was performed (start and end dates);
  5. Project/program/contract costs (including program management, design and construction cost);
  6. Proposers should indicate if the project/program/contract was performed on schedule and on budget;
  7. References: Client name, reference name and reference contact information, including title, company name, address, telephone number, and email address. The reference must be knowledgeable about the work of the Prime Proposer or JV Partner on the project/program/contract; and
  8. Key Staff resumes
  9. Key Staff primary office locations.

These project descriptions will be considered as part of the evaluation of written proposals. PV Water will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer’s information cannot be verified by a reference within seven (7) calendar days of first contact attempt by PV Water staff.

Subconsultant Background and References

Clearly demonstrate that the proposed Subconsultants meet all the qualification requirements outlined in Section V. The information required in this section for Subconsultants applies to the
Provide sufficient information in the proposal to evaluate the ability and experience of each Subconsultant to successfully fulfill their roles, and complete the scope of services, including, but not limited to the following:

- A description and background summary of each of the Subconsultants firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.

- For the Subconsultant firm(s) providing key/lead team members, provide a description of a minimum of three (3) projects, programs, or contracts similar/relevant to the BMP Implementation previously performed by the key/lead Subconsultant, one of which should be a complex water infrastructure capital program with a value of $25 million or more. Each description shall be limited to two (2) pages and shall demonstrate the Subconsultants experience relevant to its specifically defined responsibility. Each description shall include:
  1. Project/Program/Contract scope summary;
  2. Proposer’s role and responsibilities in the project/program/contract;
  3. Proposer staff members who worked on the project/program/contract;
  4. Dates when the project/program/contract was performed (start and end dates);
  5. Project/program/contract costs (including program management, design, and construction cost);
  6. Proposers should indicate if the project/program/contract was performed on schedule and on budget;
  7. Reference: Client name, reference name and reference contact information, including title, company name, address, telephone number, and email address. The reference must be knowledgeable about the work of the Prime Proposer or JV Partner on the project/program;
  8. Key Staff resumes.
  9. Key Staff primary office locations.

6. **Key/Lead Team Member Resumes, Letters of Commitment, and References**

Clearly demonstrate that the key/lead team members proposed by the Proposer meet all the qualification requirements outlined in Section V. The information required in this section for key/lead team members applies to both the key/lead positions identified and the additional key individuals proposed. Provide sufficient information in the proposal to evaluate the ability and experience of each Key/Lead Team Member to successfully fulfill their roles, and complete the scope of services, including, but not limited to the following:

- Provide information on additional experts and key individuals who will assume important responsibilities in the contract.

- Brief description of the role, responsibilities, qualifications and company affiliation of each key/lead individual on the proposed team for the scopes of services outlined in this RFP. Discuss team members’ background and experience that demonstrate a strong ability to successfully perform the work.

- Proposer shall provide a letter of commitment from each proposed key/lead team member
identified in the Proposal. Each letter of commitment shall be attached to the resume of the applicable individual and signed by the applicable individual. Each letter of commitment must include a statement by the applicable individual that, if the PV Water awards an agreement to the Proposer, he or she intends to work on the Program at the percentage of work time specified by Proposer in its proposal for the duration of the Program (or proposed role). In the absence of a letter of commitment from an identified key/lead team member, the PV Water may determine that the Proposer does not have commitment from the identified individual.

- Proposer must provide three (3) references for each Key/Lead Team Member within the last 10 years listed under Section V of the RFP. The following information must be included for each reference and all references provided in a table format:
  1. Company name where the Key/Lead Team Member was employed
  2. Name, and title of reference;
  3. Company/organization for whom reference works;
  4. Address of company;
  5. Telephone number and email address of reference.

- The reference guidelines for the additional specialists’ team member positions are dependent upon whether they are provided by the Prime Proposer or as a Subconsultant and should follow the guidelines accordingly.

PV Water will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer’s information cannot be verified by a reference within seven (7) calendar days of first contact attempt by PV Water staff. The Agency may, at its discretion, make contact with any number of individuals, entities or firms provided in the references and will apply the same reference checking criteria to all proposers.

7. Project Schedule
A schedule shall be provided indicating the detailed tasks required to develop the Program Management Team, set up project controls, develop standards, develop facilities plan and sequencing plans, etc. All tasks included in the scope of work shall be shown.

Restrictions: Minimum 10-point font, 11 x 17 formats acceptable.

8. Insurance
Provide a summary of your insurance coverage, including public liability, property damage, worker’s compensation, automobile, and professional liability.

9. Staff Estimate
The Proposer should use their suggested organization chart and scope of work to estimate consultant staff and level of effort required. Staff level of effort shall be listed by tasks. Estimates of hours for each staff classification shall be provided.

10. Cost Information
Provide an hourly rate schedule for all applicable job classifications and identify all other costs to be billed to the project for the Staff Estimate submitted. Limit subconsultant markup to 10% or less. Include any adjustments that are predicted to occur during the life of the project. The cost information required in this paragraph and the fee estimate shall be submitted in a separate sealed envelope.
11. Exceptions to Contract Terms and Conditions

Provide a list of any exceptions to contract terms and conditions, which the Proposer will seek from the standard Agency contract language included in Section VIII.

VII. Evaluation and Selection Criteria

A review panel will evaluate and rate each proposal on the following categories:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
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<tr>
<td>Team Qualifications, Experience and Organization</td>
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<tr>
<td>Approach and Scope</td>
<td>30</td>
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<tr>
<td>Staff Level of Effort and Time Commitment</td>
<td>15</td>
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<tr>
<td>Interview</td>
<td>25</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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Ninety (90) minute interviews will be conducted for the proposals selected by PV Water. Presentation at the oral interviews shall be made by those key individuals who will actually be assigned to the Program. PV Water encourages the interviewees to limit the presentation to no longer than forty (40) minutes to allow adequate time for questions and answers. Note that the oral interview questions may differ from the written proposal evaluation criteria. A final selection shall be made based on the best overall response to the requirements of this RFP and the interview. The Agency may select whichever proposal it determines will best serve its interests. The successful Proposer will be selected in accordance with the Proposal Evaluation criteria identified above. Final negotiations of scope and cost for the Program will take place immediately after selection of the Proposer. Pending successful negotiations, the selection of the Proposer and the negotiated contract will be presented to the PV Water Board of Directors for approval. Written notification of the outcome of the selection process will be sent to all Proposers who submitted a proposal.

VIII. Standard Agreement

Proposer shall submit any exceptions to the Agency's contract terms and conditions. PV Water’s standard agreement is subject to change.
# AGREEMENT FOR PROFESSIONAL SERVICES

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<tr>
<th>Mary Bannister</th>
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## ATTACHMENT 2

**PV WATER STANDARD PROFESSIONAL SERVICES AGREEMENT**

PAJARO VALLEY WATER MANAGEMENT AGENCY ("PV WATER")
36 Brennan Street
Watsonville, CA 95076
Tel (831) 722-9292 Fax (831) 722-3139
AGREEMENT

This Agreement is entered into and effective this ___ day of __________, by and between the Pajaro Valley Water Management Agency ("PV Water"), and ________________ ("Consultant") referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, PV Water desires to __________________________ (“Project”); and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal dated ____________________ and received by PV Water on ________________ (Exhibit A);

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall terminate on ____________, unless terminated sooner pursuant to the terms of this Agreement.

2. **Work.** Consultant will furnish services as defined and described in the proposal attached hereto as Exhibit A, and incorporated herein. Consultant represents and warrants that it (i) is fully experienced and properly qualified to perform the class of work and service provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

2.1 **Change in Work.** Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Parties. PV Water may order changes in the scope or character of services in writing, including decreasing the amount of Consultant’s services described herein. In the event that the work is decreased, Consultant is entitled to full compensation for services performed and expenses incurred prior to the receipt of notice of change pursuant to Section 4 of this Agreement.

3. **Authorized Representatives.** The authorized representatives shall be individuals with the necessary authority to direct technical and professional work within the scope of this Agreement and shall serve as the principal point of contact for the Project for each respective party.

3.1 **PV Water.** PV Water designates the following individual(s) as PV Water’s authorized representative(s): ________________. Only PV Water’s authorized representative(s) is authorized to approve changes to this Agreement on behalf of PV Water.
3.2 Consultant. Consultant designates the following individual(s) as Consultant’s authorized representative(s): ______________________. Only Consultant’s authorized representative(s) is authorized to approve changes to this Agreement on behalf of Consultant.

4. Compensation. PV Water will pay Consultant, as full compensation for full performance of the services described in this Agreement, a fee not to exceed ____________________ Dollars ($__________). The fee for services will be based on the Fee Schedule included in Exhibit A of this Agreement.

4.1 Method of Payment. Consultant shall prepare and submit to PV Water detailed monthly invoices for fees and costs incurred in the performance of the services hereunder during the previous billing period. The invoice shall describe the services rendered and shall be based on all labor and direct expense charges made for work performed hereunder. Labor charges shall be in accordance with the Fee Schedule found in Exhibit A of this Agreement. PV Water shall pay the amount of each itemized invoice within thirty (30) days after the receipt of the invoice, subject to a finding by PV Water that work performed has been satisfactory and that payment is for the work specified in Exhibit A and does not exceed the maximum amount specified above.

4.2 Direct Expenses. Direct expenses are those outside costs and rates identified in Exhibit A incurred directly for the work performed and substantiated with invoices for the charges. Consultant will not be reimbursed for any costs or expenses at any rates that exceed the rates set forth in the Fee Schedule found in Exhibit A. If Consultant must incur other costs which are not specifically covered by the terms of this Agreement, but which are necessary for the performance of Consultant’s duties, PV Water may approve payment for said costs if authorized in writing by PV Water in advance.

5. Independent Contractor. Consultant represents that it has or will secure at its own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant (and its employees, agents, representatives, and subconsultants), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of PV Water. Consultant, not PV Water, shall have exclusive and complete control over its employees and subcontractors, and shall determine the method of performing the services hereunder. PV Water, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof.

6. Conflict of Interest. Consultant owes PV Water a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code, and the PV Water conflict of interest code. Consultant will immediately advise Agency counsel if
Consultant learns of a conflicting financial interest of Consultant’s during the term of this Agreement.

7. **Indemnification.** To the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the PV Water, its directors, officers, employees, and authorized volunteers, as well as any individual and/or entity that PV Water is required by contract to indemnify, defend and/or hold harmless, and all of their respective directors, officers, employees and agents (“PV Water Parties”) from any and all claims, liability, loss, damage, costs, or expenses, including reasonably attorney’s and expert witness fees, awards, fines, penalties, or judgements to the extent arising out of or relating to Consultant’s negligent performance under this Agreement (collectively, “Claims”). Consultant shall not be obligated under this Agreement to indemnify any one of the PV Water Parties to the extent that the damage is attributable to that party’s negligent acts or omissions or willful misconduct. As respects claims other than professional liability, Consultant shall defend the PV Water Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. Consultant shall have no right to seek reimbursement from the PV Water Parties for the costs of defense.

8. **Insurance.** Consultant shall procure and maintain insurance during the term of this Agreement for the following minimum insurance coverages.

7.1 **Workers’ Compensation and Employer’s Liability Insurance.** Worker’s Compensation as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all workplaces involved in this Agreement. Employer’s liability insurance in the amount of, at least, $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of PV Water.

7.2 **Commercial General Liability Insurance.** Commercial general liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate.

7.3 **Automobile Liability Insurance.** Automobile liability insurance covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos, with limits of not less than $1,000,000 each accident. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

7.4 **Professional Liability Insurance.** Limits of liability in amounts not less than $1,000,000 per occurrence or claim and $2,000,000 aggregate, insuring Consultant and its employees against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities for the Project. Consultant shall renew continuous coverage or extend the reporting period, to the extent available, by endorsement or otherwise, for claims two (2) years from the date the Project is substantially complete. Such professional liability policies shall include coverage for
liability assumed by the Consultant under this Agreement for losses arising out of Consultant’s negligence.

7.5 Other Requirements.

a. Additional Insured Endorsement. Any general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions: The PV Water, its directors, officers, employees, and authorized volunteers are to be additional insured status, individually and collectively. The coverage shall contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

b. Primary Insurance. For any claims related to this Agreement, Consultant’s insurance shall be primary insurance as respects PV Water, its directors, officers, employees, and authorized volunteers, individually and collectively. Any insurance, self-insurance, or other coverage maintained by PV Water, its directors, officers, employees, or authorized volunteers shall be in excess of Consultant’s insurance and shall not contribute to it.

c. Cancellation. The policies specified above are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to PV Water.

d. Changes. If any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement, Consultant shall notify the PV Water within three (3) working days.

e. Forms. All of the insurance shall be provided on policy forms satisfactory to the PV Water. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference PV Water Project number.

f. Evidence of Insurance. Prior to execution of this Agreement, Consultant shall file with PV Water, on forms acceptable to PV Water, certificate(s) of insurance signed by the insurer’s representative and in the amounts specified above for the following: Professional Liability, General Liability and Auto Liability. Such evidence shall also include an original copy of the additional insured endorsement signed by the insurer’s representative. Consultant shall, upon demand of PV Water, deliver to PV Water such policy or policies of insurance and the receipts for payment of premiums thereon.

g. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the PV Water. At the option of PV Water, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
h. **Acceptability of Insurers.** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by PV Water.

9. **Sub-consultants.** Except as provided in Exhibit A of this Agreement, and otherwise with prior written approval of PV Water, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. In the event that Consultant employs sub-consultants, sub-contractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of Consultant in the performance or subject matter of this Agreement (“sub-consultant”), it shall be the Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall require all sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to PV Water. Sub-consultants are to be bound to Consultant and to PV Water in the same manner and to the same extent as the Consultant is bound to PV Water under this Agreement. Consultant shall be responsible to PV Water for the performance of any and all sub-consultants who perform work under this Agreement and any acts of negligence on their part. Consultant is solely responsible for all payments due to sub-consultants.

10. **Compliance with Laws.** All activities of Consultant will be carried out in compliance with all applicable federal, state and local laws.

11. **Permits.** Permits required by governmental authorities will be obtained at Consultant’s expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

12. **Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, Consultant shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

13. **Equal Employment Opportunity.** Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, disability, ancestry, or other protected characteristics of any employee of, or applicant for employment with, such Consultant.

14. **Ownership of Documents and Materials.** All original documents, explanations of methods,
maps, drawings, tables, reports, models, and other materials and work product (whether in printed or electronic format) prepared or gathered by or on behalf of Consultant under this Agreement that are in Consultant’s possession, custody or control and equipment purchased specifically for the Project shall become the exclusive property of PV Water and may be used on this Project without the consent of the Consultant or its sub-consultants. Any software program purchased by Consultant to be used in the performance of this Agreement shall be transferred to PV Water to the extent allowed by the software license under which the program was purchased. All such materials, whether finished or unfinished shall, at PV Water’s request, be delivered to PV Water upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of Project-related documents and materials pursuant to this Agreement shall be vested in PV Water and waives and relinquishes all claims to copyright or other intellectual property rights in favor of PV Water.

15. **Inspection.** Authorized representatives of PV Water shall have access to Consultant offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement. Consultant shall maintain books and accounts of the recoverable costs in accordance with generally accepted accounting principles and practices. PV Water shall have access to these books and accounts during Consultant normal business hours for the duration of this Agreement, and for a period of three (3) years after the completion of the particular services to which the costs relate to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred pursuant to this Agreement.

16. **Termination.** PV Water may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving written notice to Consultant at least thirty days (30) prior to such termination. Upon receipt of written notice from PV Water that this Agreement is terminated, Consultant will submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which Consultant has not previously been compensated. In the event of termination without cause, PV Water will pay to Consultant all recoverable costs incurred in the performance of such services in accordance with Section 4 of this Agreement, plus all reasonable costs incurred as a result of such termination, but in no event will PV Water pay termination costs exceeding Five Thousand Dollars ($5,000.00) and PV Water will have no further obligation to Consultant, monetarily or otherwise. In the event termination is for cause, Consultant need be compensated only to the extent required by law.

17. **Dispute Resolution.** The Parties desire to avoid the cost and delay of litigation. To that end, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding
mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. If the dispute is not resolved by these negotiations, the matter will be handled as the parties may agree or, otherwise as allowed by applicable law. Notwithstanding the foregoing provisions, nothing contained in this Agreement shall impair the parties’ right to immediately pursue any and all legal remedies which may be available should there be a default in the terms of this Agreement, and a failure to cure said default after notice as required under this Agreement. If required by statute (e.g. applicable statute of limitation) to perfect or preserve a claim, either party may file the required notice of claim and/or commence litigation.

18. **Legal Remedies.** Either Party shall be entitled to all remedies afforded by law or in equity to enforce their respective rights under this Agreement. No right or remedy in this Agreement are intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, in equity or in the Agreement.

19. **Right to Acquire Work from Others.** Nothing in this Agreement shall prohibit PV Water from acquiring the same type or equivalent type of work or services under this Agreement from other sources.

20. **Assignment and Successors.** Consultant shall not assign any portion of the work required by this Agreement nor otherwise assign or transfer any interests in it without prior written approval of PV Water, which may be withheld or delayed in PV Water’s sole and absolute discretion. This Agreement will be binding on the heirs, legal representatives, successors and assigns of the parties named above.

21. **Severability.** If any court of competent jurisdiction should rule that any provision of this Agreement is void, invalid or unenforceable, the remaining provisions will remain in full force and effect and will not be affected by said ruling.

22. **Amendment.** Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, or discharged, or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such writing.

23. **Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its obligation by reason of such Force Majeure, there shall be an equitable adjustment of the schedule and Consultant compensation.
24. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties hereby agree that: (a) if any action is brought for the purpose of enforcing any provision of this Agreement, including without limitation instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, or a declaration of rights or obligations under this Agreement, or for any other judicial remedy, then such action shall be brought only in the appropriate state or federal court located in Santa Cruz County, California; and (b) a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section shall affect or impair any Party's right to serve legal process in any manner permitted by law.

25. **Notices.** Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (c) if sent by reputable overnight delivery service, such as Federal Express, when received. Such notices shall be addressed to the Party to whom such notice is to be given at the Party’s address set forth below or as such party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to PV Water:  

**Pajaro Valley Water Management Agency**  
Attention:  
36 Brennan Street  
Watsonville, CA 95076  
Telephone: (831) 722-9292

If to Consultant:

Attention:

26. **Cumulative Rights; Waiver.** The rights created under this Agreement or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by either Party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of
any provision of this Agreement shall not operate as or be construed to be a waiver of any
other breach of that provision or of any breach of any other provision of this Agreement.
The failure of either Party to insist upon strict adherence to any term of this Agreement on
one or more occasions shall not be considered or construed or deemed a waiver of any
provision or any breach of any provision of this Agreement or deprive that Party of the
right thereafter to insist upon strict adherence to that term or provision or any other term
or provision of this Agreement. No delay or omission on the part of either Party in
exercising any right under this Agreement shall operate as a waiver of any such right or
any other right under this Agreement.

27. **Liberal Construction.** This Agreement constitutes a fully negotiated agreement between
commercially sophisticated Parties, each assisted by legal counsel, and the terms of this
Agreement shall not be construed or interpreted for or against either party hereto because
that Party or its legal representative drafted or prepared such provision.

28. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable, such
provision shall be deemed to be served or deleted from this Agreement and the balance of
this Agreement shall remain in full force and effect notwithstanding such invalidity,
illegality or unenforceability.

29. **Counterparts.** This Agreement may be executed in counterparts and will be binding as
executed.

30. **Time.** Time is of the essence for each provision of this Agreement.

31. **Further Assurances.** The Parties agree to perform such further acts and to execute and
deliver such additional documents and instruments as may be reasonably required to carry
out the provisions of this Agreement and the intentions of the Parties.

32. **Good Faith and Fair Dealing.** The Parties hereto acknowledge and agree that the
performances required by the provisions of this Agreement shall be undertaken in good
faith, and with both parties dealing fairly with each other.

33. **No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed
to create, any rights enforceable by any person, partnership, corporation, joint venture,
Limited Liability Company or other form of organization or association of any kind that is
not a party to this Agreement.

34. **Entire Agreement.** This Agreement, together with Exhibits and/or attachments and any
agreements provided for herein, constitute the entire understanding between the Parties
with respect to the matters set forth herein, and they supersede all prior or contemporaneous
understandings or agreements between the Parties with respect to the subject matter hereof,
whether oral or written.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above referenced.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: ________________________________
    Mary Bannister
    General Manager

By: ________________________________
    Name:
    Title: