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Request for Proposals

Construction Management Services for College Lake Integrated Resources Management Project

Issue Date:
November 2, 2022

Responses Due:
December 9, 2022, 4:00 p.m.

RFP available online at:
https://www.pvwater.org/college-lake-project

PV WATER REQUEST FOR PROPOSALS
COLLEGE LAKE INTEGRATED RESOURCES MANAGEMENT PROJECT
CONSRUCTION MANAGEMENT SERVICES

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I. Introduction

A. Summary

The Pajaro Valley Water Management Agency (PV Water or Agency) is seeking proposals from qualified firms interested in providing construction management services, including inspection, and materials testing for the College Lake Integrated Resources Management Project, No. 30-39 (College Lake Project or Project) as described in this Request for Proposals (RFP). The Project location is within both unincorporated Santa Cruz County and the City of Watsonville. The RFP scope of work includes services during construction, and services after construction, and as such, staff anticipate awarding an agreement of approximately 24-months in duration. It is the intent of PV Water to hire a consultant who will provide complete construction management, materials testing, and inspection of the construction of the project with minimal support from PV Water personnel. PV Water reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs.

The services required of the Construction Management Team (CM Team) shall be performed in collaboration with PV Water staff, the Design Engineers, and the Environmental Compliance Team (Env. Team). PV Water intends to separately retain the services of its Design Engineers, Carollo Engineers (Carollo) and Jacobs Engineering Group (Jacobs). The Design Engineers will perform engineering services during construction such as responding to RFI's, design modifications, and as-built drawings. PV Water is issuing an RFP for environmental monitoring and permit compliance services. The successful Env. Team will conduct worker environmental compliance training, ensure permit compliance and the successful implementation of the Mitigation Monitoring and Reporting Program (MMRP).

B. Tentative Schedule

The following RFP schedule has been prepared for evaluation and scheduling purposes. The dates provided below are tentative, non-binding, and subject to change without prior notice.

Advertise Request for Proposals	November 2, 2022
Deadline for Respondents to Submit Questions	November 16, 2022
Anticipated Deadline for PV Water to Respond to Questions	November 28, 2022
Deadline to Submit Proposals	December 9, 2022
Anticipated Notification of Interview Short List	December 23, 2022
Interviews *(if needed, potentially by teleconference)*	January 11-12, 2023
Anticipated Selection of Successful Respondent	January 13, 2023
Contract Negotiations	January 17-20, 2023
Board Consideration of Agreement	Special Meeting - January 2023
Issue Notice to Proceed	February 2023
Anticipated Construction Phase	February 2023→December 2024

II. Background

A. Overview of PV Water

The Pajaro Valley Groundwater Basin is a high priority, critically overdrafted groundwater basin impacted by seawater intrusion. Groundwater provides over 90% of the water supply for the Pajaro Valley and sustains a vibrant agricultural economy that generates approximately $1 billion in revenue and supports

approximately 12,000 jobs. PV Water is a state chartered special district and the Groundwater Sustainability Agency (GSA) for the Pajaro Valley Groundwater Basin.

Through a public process, PV Water's Board of Directors (Board) developed an update to its Basin Management Plan (BMP), which was adopted in spring 2014. In fall 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law, requiring that high priority groundwater basins form GSAs by 2015, develop Groundwater Sustainability Plans (GSP) or submit a GSP-Alternative, and achieve sustainable groundwater resources by 2040. PV Water submitted a GSP-Alternative to the California Department of Water Resources (DWR) in 2016 comprised of the BMP and supporting documents, and in 2019 received notification it was approved. The full suite of documents composing PV Water's GSP-Alternative is available on the DWR's SGMA Portal (https://sgma.water.ca.gov/portal/alternative/print/22). In compliance with SGMA's requirement for periodic updates to GSP-Alternatives, PV Water developed, adopted, and submitted to DWR in December 2021 the BMP: Groundwater Sustainability Update 2022 (GSU22).

The BMP/GSU22 includes projects and programs to balance the Pajaro Valley Groundwater Basin and halt seawater intrusion. Three of the projects and programs: Conservation of Existing Water Supplies, Increased Recycled Water Deliveries, and Increased Recycled Water Storage at Treatment Plant, are currently being implemented under the management of PV Water staff. The College Lake Project, subject of this RFP, is moving toward construction. The Watsonville Slough System Managed Aquifer Recharge and Recovery Project is in the design phase.

B. Overview of College Lake Project

PV Water is working with all due diligence to implement the College Lake Project. The PV Water Board certified the Final Environmental Impact Report (EIR) for the Project in October 2019, following a 6-month public review and response to comments period. During the same October 2019 meeting, the Board took action to formally approve the Project. PV Water published the Consolidated Final Environmental Impact Report for the College Lake Project in December 2019. In July 2022, the Board adopted an Addendum to the certified EIR and approved the rural pipeline alignment. PV Water staff and consultants are in the final phases of acquiring the property rights and permits necessary to proceed with construction.

The essential function of the College Lake Project is to store water in and divert water from College Lake for treatment, transmission, and distribution for agricultural irrigation in lieu of groundwater production. College Lake is located in unincorporated Santa Cruz County northeast of Watsonville City limits, north of Holohan Road and west of State Route (SR) 152 (refer to Addendum Figure 2-1). The Project analyzed in the certified Environmental Impact Report and its Addendum includes the following, primary components:

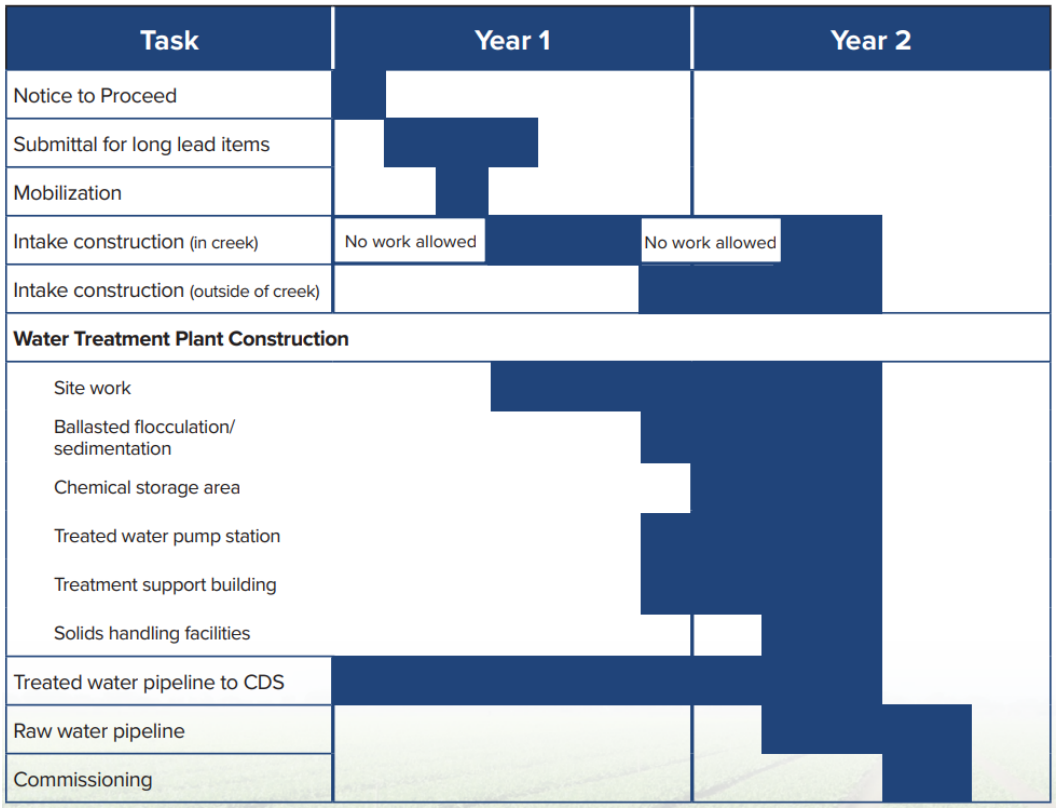
- **Weir Structure and Intake Pump Station.** The concrete weir structure will be equipped with a mechanically adjustable weir and would be designed and operated to accommodate release of bypass flows and to facilitate fish passage between Salsipuedes Creek and College Lake. The screened intake and pump station will divert surface water from College Lake and deliver raw (untreated) water impounded behind the weir to a Water Treatment Plant (WTP).

- **Water Treatment Plant.** The WTP will remove sediment, filter and disinfect the water diverted from College Lake. PV Water's preferred WTP site is north of Holohan Road between Laken Drive and Grimmer Road. The WTP will contain sedimentation basins and solids drying beds, filtration

and disinfection systems, and an effluent pump station.

- **College Lake Pipeline.** The Project will include an approximately 6-mile-long, 30-inch-diameter pipeline from the WTP to the Coastal Distribution System (CDS) adjacent to the Recycled Water Facility.

  The simplified schedule below, pulled from the College Lake Project Guide, provides an indication of when major construction components are anticipated to be completed.



Carollo designed the facilities in and around College Lake, including the weir structure and intake pump station and the WTP. Jacobs designed the College Lake Pipeline to convey treated water to the CDS. The weir structure and intake pump station and the WTP components will be advertised in one bid package, and the College Lake Pipeline will be advertised concomitantly in a separate bid package.

It is anticipated that the PV Water Board will authorize staff to begin advertising for competitive bids to construct the Project on November 16, 2022. A mandatory pre-bid meeting for contractors is tentatively scheduled for December 7, 2022 to discuss the weir structure and intake pump station and the WTP. A pre-bid meeting to discuss the College Lake Pipeline is tentatively scheduled for December 8, 2022. The bid opening for the project is tentatively scheduled to occur on January 10, 2023, with contract approval occurring shortly thereafter.

The following items are available for review via hyperlink at the time of advertising this RFP:

- College Lake Project Guide
- 100% Design submittal from Carollo

- 100% Design submittal from Jacobs
- Caltrans Encroachment parent permit 0522 NUT 0688

https://www.dropbox.com/sh/9nl7vm9hnad0lob/AACmOI5sn-MF_lrdf8nBBPzha?dl=0

III. General Requirements

PV Water intends to hire a CM Team for a term of approximately 24-months. All proposals submitted to the PV Water for consideration, and all work products subsequently produced by the CM Team, shall be the property of PV Water. Information, excluding Respondent's financial information, contained therein shall become public documents subject to the Public Records Act.

All non-accepted Fee Proposals will be destroyed after each responding firm has been notified that its proposal is no longer under consideration.

Only one (1) final proposal is to be submitted by each Respondent. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

In addition to performing all tasks described in the scope of service section below, the CM Team shall, at a minimum, perform or make provisions for the following General Requirements as directed by PV Water:

1. The Project may include funding from the Clean Water State Revolving Fund (CWSRF), and if so, Construction Management Services may be funded from this source. If PV Water receives CWSRF funds, and the funds are used for Construction Management Services, the CM Team will be required to comply with all applicable state and federal requirements associated with any grants or loans obtained from these sources, including compliance with prevailing wage rules.
2. CM Team shall identify one lead individual to act as the Construction Manager throughout the period of the contract to coordinate the work tasks, manage the contract, ensure quality and timeliness of work products, and be the principal contact for PV Water.
3. Construction Manager shall assemble multi-disciplinary team of Sub-Consultants that consists of personnel with civil, structural, mechanical, electrical, inspection, instrumentation and controls expertise.
4. Sub-Consultant Managers under direct contract with the Construction Manager may furnish required tasks that cannot be furnished by the Construction Manager's in-house personnel. All such Sub-Consultant Managers shall be identified in the proposal. The Construction Manager shall only assign personnel and Sub-Consultant Managers whose qualifications and experience are commensurate with the expertise required to accomplish the assigned tasks.
5. The CM Team shall assist PV Water staff to oversee the construction activities and be responsible for all construction management services outlined in this RFP and will also coordinate with the Design Engineers for construction activities requiring input from the Design Engineers.
6. PV Water will offer to the CM Team a field office located on the project site for the duration of the construction period.
7. The CM Team shall furnish its field staff with office supplies, computers, tools, inspection gear, cameras, paper, and any other items as required to provide suitable facilities and to perform the

tasks of the project. The CM Team shall promptly remove all Construction Manager-furnished materials and furniture at the end of the construction or contract, whichever comes first.

8. The CM Team shall provide its employees with all required safety equipment to conform to the safety programs while on the construction jobsite.
9. The CM Team shall provide its own field vehicles, and be responsible for the fuel, maintenance, insurance, and other incidentals associated with such vehicles.
10. CM Team, in consultation with PV Water, will establish a final work schedule for completing all tasks.
11. Construction Manager shall attend project meetings at PV Water facilities or at the Project site(s), as described herein, and with any effected regulatory or utility agencies, and provide construction management and coordination as required for completion of the scope of work.
12. Construction Manager shall report to PV Water regarding any questions, concerns, or problems that may arise during the performance of these services.
13. Construction Manager will periodically be asked to provide briefings and answer questions.
14. Construction Manager shall be knowledgeable of all applicable health and safety regulations, California OSHA requirements and shall be responsible to integrate such requirements into their policies and procedures in completing the scope of work.
15. Construction Management services shall be in compliance with local, county, state, and federal procedures, policies, laws, and ordinances applicable to the work.
16. Construction Manager shall obtain and maintain key specification referenced standards including: local and regional specifications, codes, standards, publications, regulations, applicable permitting criteria from local, state, and federal agencies, standard drawings and specifications of the local agencies, and related documents as referenced in the contract documents and as required to perform the work. The Construction Manager shall make such documents available for review by the contractors, PV Water, and other interested parties. Purchased codes and standards shall become property of PV Water at the completion of the Project.
17. Construction Manager shall be responsible for obtaining all needed information necessary for completion of the proposed work.
18. Construction Manager shall provide evidence of insurance coverage, issued by an admitted California insurer, legally licensed and qualified to conduct business in the State of California, as described in the Sample Professional Service Agreement included in this RFP.
19. All submittals and deliverables processed by the Construction Manager shall be provided to PV Water at the completion of the Project.
20. Construction Manager shall establish and maintain information systems.
21. Construction Manager shall maintain all project records, notes, computations, correspondence, and all other pertinent related files and information, prepared or obtained by CM Team in conjunction with services provided to PV Water. Construction Manager shall, if requested by PV Water, provide copies of and access to any documents, books, papers, and records to make an audit, examination, excerpts, and transcriptions. Construction Manager shall provide same without charge and without restriction or limitation on their use. All originals, including electronic and hard copy mediums, shall always be considered property of PV Water.
22. Construction Manager shall submit itemized monthly invoices for all services performed during the month in a format approved and accepted by PV Water. Invoices shall normally be submitted once per month and not later than the fifth business day of the month following the work for

services performed during the previous month, or in accordance with other arrangements mutually agreed upon in writing by PV Water and the Construction Manager.

23. PV Water shall promptly pay the Construction Manager for the work performed, but in no case shall pay more than forty-five (45) days after having received an invoice. In the case of a dispute, the undisputed portion of the invoice shall be paid within forty-five (45) days.

IV. Scope of Services

PV Water has prepared a list of minimum tasks viewed as necessary for the Project. This list of tasks shall be used as a basis for preparation of the proposal. However, it is PV Water's expectation that the Respondent will use their expertise to customize each task (including a further breakdown into subtasks) in order to improve PV Water's ability to complete the Project in a cost-effective, timely manner. Based on its experience, the Respondent may identify additional tasks needed to meet the project goals. The scope of each task shall be described by the Respondent and should include at minimum:

1. Purpose or overview of task;
2. Suggested approach to deliver task;
3. Assumptions made while defining task requirements; and
4. Deliverables that PV Water can expect to receive as a result of performing this task, including any time allotted by PV Water and/or permitting agencies for the review of such deliverables.

Task 1. Project Management and Controls

The Respondent should describe its approach to project management and controls in this section. Items to consider include but are not limited to:

1. Construction Management Plan (CMP) that includes at minimum: organizational structure, project control system, meeting and occurrence procedures, quality control and quality assurance procedures, and contract compliance procedures.
2. Project Meetings that include at minimum a project kickoff meeting, a pre-construction conference, and weekly/monthly progress meetings.
3. Progress Reporting including construction progress reports, construction schedule, and cost control system
4. Project Correspondence
5. Document Control System

Task 2: Construction Contract Administration

The Respondent should describe its approach to construction contract administration in this section. Items to consider include but are not limited to:

1. Submittals and Requests for Information
2. Contractor's Change Orders and Disputes
3. Design Clarifications
4. Coordination & Collaboration with Environmental Compliance Team
5. Anticipated Construction Challenges

6. Progress Payments
7. Record Drawings
8. Operations and Maintenance Manuals
9. Project Startup and Commissioning
10. Project Closeout

Task 3. Inspection Services and Materials Testing

The Respondent should describe its approach to inspection services and materials testing in this section. Items to consider include but are not limited to:

1. Construction Inspection
2. Daily Construction Photos
3. Inspection Reports
4. Materials Testing

Task 4. Special Construction Management/Inspection Requirements for Caltrans and Tunneling Efforts

Requirements of a Caltrans 3rd Party Inspector:

1. Inspectors will follow requirements as outlined in the Caltrans Encroachment parent permit 0522 NUT 0688.
2. Inspector will need to be approved by Caltrans to act as 3rd Party Inspector on behalf of Caltrans and paid by PV Water.
3. Inspector to perform Caltrans encroachment permit inspection functions and report to the State Inspector.
4. Inspector will apply and obtain a fee exempt Caltrans double permit associated with the parent permit (0522 NUT 0688).
5. Inspector will provide certificates demonstrating the completion of Caltrans Lane Closure System (LCS) status update training and web-based training. Reference the following website for training: https://dot.ca.gov/programs/construction/training
    - The inspector must work with the Caltrans Permit Inspector, have an active LCS account or obtain an LCS account by contacting:

      Caltrans District 5 Traffic Management Center
      Roger Barnes
      Phone: (805) 549-3473
      Email: roger.barnes@dot.ca.gov
6. Inspector to provide certificate of liability insurance for errors and omissions/professional liability insurance for a minimum of $1 million naming “State of California, California Department of Transportation, the directors, officers, employees, and/or agents of the State of California and/or of the California Department of Transportation” as additional insured and must be accompanied by an additional insured endorsement. The Certificate must contain the original/parent permit number in the description of the certificate.

7. Inspector shall be a California Licensed Civil Engineer in good standing and in accordance with the ethics and integrity of the profession, by applying for the double permit you are certifying the following:
    a. Have a minimum of 5 years of experience being knowledgeable and proficient of Caltrans Standard Specifications and Plans, construction practices, design practices, and/or encroachment permit policies.
    b. Have a minimum of 5 years of experience as a California Licensed Civil Engineer or a minimum of 5 years of experience as a licensed professional pertaining to the permitted scope of work. If requested, provide a detailed work experience and contacts history for review. The Inspector references may be called and interviewed.
    c. Be registered as a Qualified SWPPP Developer (QSD) via the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) online database, or be familiar with construction Stormwater BMPs and Stormwater management.
    d. Knowledge of applicable Cal-OSHA requirements.
    e. Possess experience and expertise in temporary construction area traffic control plans, Caltrans Standard Traffic Control Plans T9 through T14, the California Manual on Uniform Traffic Control Devices, and Caltrans approved Traffic Safety Devices.
    f. Provide storm water inspections as required by the approved storm water document/plan associated with the original/parent permit. All storm water document/plan inspection logs must be provided to the Caltrans Permit Inspector. The complete unabridged project storm water document/plans must be turned in at the completion of the permitted project. The Inspector must notify the Caltrans Permit Inspector in the event of any violations of the approved SWPPP, WPCP, erosion control plan or Standard BMP Provisions provided with the parent encroachment permit.
    g. Provide the area Caltrans Permit Inspector with weekly LCS compliance reports, daily permit inspection diaries once each week, and inspection documentation. All documents provided to the Caltrans Permit Inspector must show and reference the parent permit and the double permit associated with the Inspector.
8. Caltrans reserves the right to revoke the double permit of the Inspector for noncompliance or inability to satisfactorily perform the required inspection duties. Failure to be present on the jobsite or providing any of the information noted above will be grounds for permit revocation.
9. Oversee actual location of pipeline to the nearest 0.1-foot horizontally and vertically. Stamp and sign who the representative was responsible for oversee the work and reviewing the as-built data.
10. Coordination with the contractor and State Inspector that the temporary lane closures are called into the District Traffic Management Center each day and weekly traffic updates are sent to the Caltrans State Inspector.
11. Inspector should fill out permit inspection progress billing forms for inspection time.
12. Inspector should review and make recommendations regarding all traffic control proposals, and inspect Contractor's traffic control to ensure compliance with specifications, the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans Standards.

Duties of a Full-Time Tunneling Inspector:

1. Provide a minimum of 5 tunneling inspection projects that shows inspection experience.

2. Monitor and maintain records of the casing joining/welding.
3. Monitor tunnel excavation, including estimating excavated soil quantities and comparing them to theoretical excavation volumes to identify over-mining. This requires counting all muck carts or skips and estimating the volume of each.
4. Monitor movements of the shaft support system
5. Inspect all monitoring instrumentation to make sure they are bench marked and working. Including: observation wells, settlement monitors for ground movement, utilities and buildings, surface and subsurface settlement indicators, and utility monitoring points
6. Confirm utilities that were shown or noted, all utilities in conflict with, or adjacent to, shaft excavations are properly protected from damage.
7. Liaise with the contractor's nominated supervisor, Caltrans representative, Owner, Engineer, and railroad representative
8. Maintain accurate written shift records of all activities and equipment onsite, including, but not limited to: welding, pushing, mining, maintenance, repair, grouting, pipe loading, casing handling and the nature and cause of all delays.
9. Monitor and maintain records of the tunnel excavation system (TBM, shield, ABM) principal functions including inspection and maintenance
10. Provide timely decisions using professional judgment
11. Verify all sampling and field and laboratory testing requirements
12. Validate workmanship in accordance with the contract
13. Confirm compliance with the contract drawings and specifications
14. Verify compliance with the method statements, shop drawings and material used
15. Report any environmental hazards to the contract administrator to ensure a safe work environment
16. Observe safety requirements
17. Inspection of survey controls
18. Monitoring and verifying setting out, checking, controlling, and correcting deviations for the tunnel alignment and profile
19. Collect samples of the spoils as directed by the Engineer, organize and transport collected samples to soils laboratory for index testing, as required.

Miscellaneous

1. The Respondent should describe its approach to providing general technical support, as-needed, to address other issues that may arise during Project construction. This may include preparation of technical materials to support PV Water Board and or Committee meetings, supporting public outreach efforts, and providing funding support/documentation.

2. Proposal teams are encouraged to identify and partner with local firms and individuals that are familiar with College Lake and the Project, and can offer support services for the Project. The following firms/individuals are currently working on aspects of the College Lake Project (in alphabetical order):

- Carollo Engineers – *BMP Program Management Services, College Lake Project Weir Structure, Intake Pump Station, and Water Treatment Plant Design*
- cbec eco engineering – *Hydrologic Monitoring and Fish Passage Design*
- Environmental Science Associates – *CEQA, Permitting, Adaptive Management Plan Implementation*
- Haro, Kasunich & Associates, Inc. (sub to Jacobs) – *Geotechnical Services*
- Jacobs Engineering Group – *College Lake Pipeline Design*
- Kittleson Environmental Consulting – *Waterfowl and Nesting Bird Surveys*
- Mid Coast Engineers – *Surveying, Plats and Legal Descriptions*
- Mike Podlech, Aquatic Ecologist – *Fish Passage, Steelhead Surveys, Environmental Planning*
- SWCA – *Vegetation Surveys*

Respondents to this RFP must have proven expertise managing construction of water resource projects, including water treatment plants, fish passage facilities, and pipelines. The task descriptions to be provided by the Respondent 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 of key personnel must be approved by PV Water.

Additional information relating to PV Water and this RFP may be posted on the website https://www.pvwater.org/ as needed after issuance of the RFP. The College Lake Project webpage, located at https://www.pvwater.org/college-lake-project, contains an archive of relevant information including this RFP, and will include any addenda that may be published in support of this RFP. Respondents should consult the PV Water website regularly for these updates. It is the Respondent's responsibility to obtain addenda and other information relating to this RFP. After issuance of this RFP, Respondents are to direct all inquiries concerning information about this RFP, the Project, 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 questions submitted on or before November 28, 2022 will be sent directly to the Respondent submitting the question and substantive responses to submitted questions will be posted on at https://www.pvwater.org/college-lake-project 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.

V. Minimum Qualifications

This section describes the minimum qualifications required for Respondent firms, 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 Project.

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

Prime Respondent and Joint Venture Partners Qualifications

To qualify for award of the contract, the Prime Respondent, or Joint Venture (JV) Partners, must each

demonstrate relevant expertise to successfully perform their role and responsibilities as described in this RFP.

The Respondent must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in construction management; to successfully perform its role and responsibilities in providing construction management services for the Project. At a minimum, the Prime Respondent or JV Partners must possess the following:

The Construction Manager must have a minimum of ten (10) years of experience providing construction management services for large water or wastewater infrastructure capital programs. The Project Manager should have been responsible for management of a project 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 Project.

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 either have a minimum of five (5) years' experience on at least (1) complex water infrastructure project, with a value of $25 million or more, and similar in complexity to the Project.

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 Respondent to put forth a highly qualified team with the experience and capabilities needed to support the Project goals, 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 PV Water. It is PV Water's expectation that the proposed key/lead team members complete their proposed scope of work through completion of the Project.

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

A. Construction Manager

The Construction Manager must have a minimum of ten (10) years of Construction Management experience including at least five (5) years of experience on a $50 million or greater, wastewater or water capital improvement construction project within the last 10 years. An active professional engineering license in California is required. 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 Construction Manager.

B. Lead Inspector

The Lead Inspector must have a minimum of ten (10) years of construction inspection experience in the water industry; must have worked in the role of lead inspector on at least one (1) $50 million, or greater, treatment plant and/or pipeline project.

General Note: All personnel shall be knowledgeable of, and comply with, all applicable local, state, and federal regulations, cooperate and consult with PV Water staff during the construction period, and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. Sub-consultant personnel shall perform duties as may be required to assure that project is being completed in accordance with the project plans and specifications under the direction of the Construction Manager.

VI. Organization and Content of Proposal

1. Submittal Instructions

Interested Respondent's should submit eight (8) hard copies and one (1) electronic copy (submitted on a USB flash drive) of the proposal to PV Water.

Due Date: December 9, 2022 no later than 4:00 p.m.

Proposals are to be addressed to:

Pajaro Valley Water Management Agency
Attn: Brian Lockwood, General Manager
36 Brennan Street
Watsonville, CA 95076
Email: lockwood@pvwater.org
Telephone: 831-722-9292

Late submissions, including those received late due to postal or delivery service failure, will not be considered. Submissions via fax will not be accepted.

Inquiries or questions regarding this RFP shall be directed to PV Water's General Manager, Brian Lockwood, via email or telephone, as noted above.

PV Water's tentative schedule is provided in this RFP. The Respondent shall ensure the availability of internal and, as necessary external, resources, and facilitate work to meet all PV Water imposed deadlines set forth herein.

2. Organization and Content

The outside cover should state the firm's name, the submittal date of December 9, 2022 or before, and the title "Proposal to Provide College Lake Integrated Resources Management Project Construction Management Services."

Proposals shall be clear and concise. Proposal shall utilize a font not smaller 11-pt. The cover letter shall be limited to 2-pages, and Sections 1 through 4 of the proposal shall not exceed 25-pages in length in total.

The Proposal shall contain the following sections:

Section	Content
Cover Letter	Transmittal
Table of Contents	Table of Contents
1	Project Overview
2	Detailed Project Approach
3	Construction Management Tasks
4	Proposed Construction Management Team
5	Experience of Firm and References
6	Key/Lead Team Member Resumes, References, & Letters of Commitment
7	Construction Management Schedule
8	Insurance
9	Staff Estimate
10	Cost Information
11	Exceptions to Terms and Conditions of Professional Services Agreement

1. **Project Overview**
   Provide a narrative description of the Project that includes a brief overview of the Project's principal elements and challenges; demonstrate an understanding of the Project's objectives; and describe the team's approach to accomplish the scope of services.

2. **Detailed Project Approach**
   Provide a detailed description of your team's approach to the Project. The description shall include details to implement the tasks described in the scope of services and any recommended revisions to the list of tasks. The approach should recognize, address and provide for resolution of all aspects of the Project. The approach should reflect the integration of Consultants, the Contractor, PV Water staff and Board, and other key parties.

3. **Project Tasks**
   The tasks described in Section IV, Scope of Services, shall be used as a basis for preparation of the proposal. Expand, modify and/or detail the tasks noted 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 services to include in the contract with the selected Respondent.

4. **Proposed Construction Management Team**
   The Respondent's key team members shall be identified. Roles and functions of 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. **Experience of Firm and References**
   Clearly demonstrate that the Respondent meets all the qualification requirements outlined in Section V of this RFP. Provide sufficient information in the proposal to evaluate the Respondent'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 Respondent 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 Project previously performed by the Respondent. If a JV, each JV Partner shall provide at least one (1) of the three (3) descriptions. Each description will be limited to two (2) pages and shall demonstrate the Respondent's experience relevant to its specifically defined responsibility, and similarity to the Project. Each description shall include:

    1. Project summary;
    2. Respondent's role and responsibilities in the project;
    3. Respondent staff members who worked on the project;
    4. Dates when the project was performed (start and end dates);
    5. Project costs (including management, design and construction cost);
    6. Respondents should indicate if the project 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 Respondent 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 Respondent's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by PV Water staff.

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

Clearly demonstrate that the key/lead team members proposed by the Respondent 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 any additional key individuals proposed. Provide sufficient information 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 any 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.

- Respondent 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 PV Water awards an agreement to the Respondent, he or she intends to work on the Project at the percentage of work time specified by Respondent in its proposal for the duration of the Project (or proposed role). In the absence of a letter of commitment from an identified key/lead team member, PV Water may determine that the Respondent does not have commitment from the identified individual.

- Respondent must provide three (3) references for each key/lead team member that correspond to the experience requirements listed under Section V of the RFP. The following information must be included for each reference in a table format:
    1. Company name at which 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.

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 Respondent's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by PV Water staff. PV Water 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 respondents.

7. Project Schedule

A schedule shall be provided indicating the detailed tasks and subtasks required to develop and meet the Project goals. All tasks included in the scope of services shall be shown.

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

8. Insurance

Provide a summary of Respondents insurance coverage, including public liability, property damage, worker's compensation, automobile, and professional liability.

9. Staff Estimate

The Respondent should use its suggested organization chart and scope of services to estimate consultant staff and level of effort required. Staff level of effort shall be listed by task. 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 5% 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 Sample Professional Service Agreement Terms and Conditions

Provide a list of any exceptions to sample professional service agreement terms and conditions which the Respondent will seek from the standard PV Water contract language included in Section VII.

VII. Evaluation and Selection Criteria

A proposal review committee, consisting of a combination of PV Water Directors, Projects & Facility Operations Committee Members, staff, and potentially an engineer from an outside entity, will evaluate and rate each proposal based on the following categories:

Proposal Evaluation Criteria	Maximum Score
RFP Format and Organization	5
Firm (Prime Proposers/Subconsultants) Qualifications, Experience, and Organization	10
Key Team Member Qualifications	35
Approach and Scope	25
Staff Level of Effort	15
Quality of References / Reference Checks	10
Total	**100**
Interview* Evaluation Criteria	**Maximum Score**
Presentation	40
Responses to Questions	60
Total	**100**

**If needed.*

PV Water anticipates selecting only the top two (2) Respondents to interview, if it is determined by the proposal review committee that interviews are desired. Interviews will be one (1) hour in length and in light of COVID-19, may occur via teleconference (to be determined). Presentation at the interviews shall be made by those key individuals who will actually be assigned to the Project. PV Water encourages the interviewees to limit the presentation to no longer than thirty (30) minutes to allow adequate time for questions and answers. Note that the 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, if determined necessary. PV Water, in its sole discretion, may select whichever proposal it determines will best serve its interests. The successful Respondent will be selected in accordance with the proposal evaluation criteria identified above. Final negotiations of scope and cost for the project will take place immediately after selection of the Respondent. Pending successful negotiations, the selection of the Respondent and the negotiated contract will be presented to the PV Water Board of Directors for consideration of approval. Written notification of the outcome of the selection process will be sent to all Respondents who submitted a proposal.

VIII. Sample Professional Service Agreement

Respondent shall submit any exceptions to PV Water's standard agreement terms and conditions. PV Water's standard agreement is subject to change.

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

CONSULTANT AGREEMENT

To:		**Date**:	
Tel:			
Fax:			

Contract Amount:		**Start Date:**		**End Date:**	

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	
		FEIN:	
By:		**By:**	
	Brian Lockwood,		
Title	**General Manager**	**Title**	
	Other authorized representative(s):		**Other authorized representative(s):**

CONSULTANT 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, PVWater 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. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement.

2. Work. Consultant will furnish services as defined and described in the proposal attached hereto as Exhibit "A", and incorporated herein. All work performed by Consultant, or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (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 PVWater. PVWater 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 sub-consultant(s)), 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.

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees from and against any and all claims, demands, actions, damages, or expenses, (including attorney's fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as set forth in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of PV Water.

For Design Professional Services under Civil Code §2782.8:
To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees from and against any and all claims, demands, actions, damages, or expenses, (including attorney's fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees or agents in any way related to the obligations or in the performance of design professional services under this Agreement as set forth in Civil Code, except where caused by the sole or active negligence, or willful misconduct of PV Water. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

8. Insurance. Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work, as specified in Exhibit "B".

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. To the extent that the Project involves or qualifies as a public works project, the Parties agree to comply with Public Contract Code section 9204(e).

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 PVWater 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 respective obligation by reason of such Force Majeure, there may 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 PVWater:

Pajaro Valley Water Management Agency
Attention: Brian Lockwood, General Manager
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. Interpretation. 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, which, together, shall constitute one and the same instrument. Electronic, facsimile and scanned pdf signatures and copies of this Agreement shall be accepted as originals.

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.

35. Representations of Authority. The execution, delivery and performance of this Agreement by the Consultant and PVWater have been duly and validly authorized.

[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: _____
Brian Lockwood, General Manager

CONSULTANT

By: _____

EXHIBIT “A”

Proposal (on Consultant’s Letterhead) and Fee Schedule

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance as follows:

1. 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. (Note: Increase amounts for higher risk services)

2. 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.

3. 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 relating to this Agreement. Consultant shall renew continuous coverage or extend the reporting period, to the extent available, by endorsement or otherwise, for claims five (5) years from the date this Agreement is terminated. Such professional liability policies shall include coverage for liability assumed by the Consultant under this Agreement for losses arising out of Consultant's negligence.

4. 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 for all employees in 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. The Certificate of Insurance shall include **Waiver of Subrogation endorsement** in favor of PV WATER.

5. Other Requirements.

    a. Additional Insured Endorsement. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions: **The Pajaro Valley Water Management Agency, its directors, officers, employees, and authorized volunteers are to be additional insured**. 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. 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 and additional insured endorsements, as specified above.

f. 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.

g. 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.

h. Special Risks or Circumstances.
PV WATER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

i. FOR CONSTRUCTION CONTRACTS additional requirements may apply:
Consultant shall provide the following Surety Bonds:
- Bid bond
- Performance bond
- Payment bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no

coinsurance penalty provisions. Such coverage shall **name PV WATER as a loss payee** as their interest may appear.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.