PAJARO VALLEY WATER MANAGEMENT AGENCY

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SENT VIA EMAIL ONLY

June 20, 2022

Subject: Request for Proposals to Provide Design and Bid Period Services for the Watsonville Slough System Managed Aquifer Recharge and Recovery Projects

The Pajaro Valley Water Management Agency (PV Water or Agency) is soliciting proposals to provide Design and Bid Period Services for the Watsonville Slough System Managed Aquifer Recharge and Recovery Projects (WSS-MARR). Information about the Projects is available at https://www.pvwater.org/wss-marr.

PV Water will accept proposals until 4:00 p.m. on August 5, 2022. Interviews, if needed, will be held August 24-25, 2022; respondents should be available for an interview on these dates. PV Water expects to notify the selected respondent by August 29, 2022 to immediately begin contract negotiations for consideration by the PV Water Board of Directors at its September 21, 2022 meeting. The anticipated schedule is provided below:

Advertise Request for Proposals	June 20, 2022
Deadline to Submit Questions	July 15, 2022
Responses to Questions Posted	July 22, 2022
Deadline to Submit Proposals	August 5, 2022
Shortlist and Notification for Interviews	August 19, 2022
Interviews	August 24 & 25, 2022
Selection	August 29, 2022
Complete Contract Negotiations	September 9, 2022
Board Consideration of Agreement	September 21, 2022
Issue Notice to Proceed	October 1, 2022

Please direct any questions to me no later than July 15, 2022 at (831) 722-9292 or lockwood@pvwater.org. Relevant questions received, along with responses, will be posted on the WSS-MARR webpage (noted above) by July 22, 2022. Thank you for your interest in this important project for PV Water and the Pajaro Valley.

Sincerely,

Original signed by Brian Lockwood

Brian Lockwood, General Manager

Encl: Request for Proposals

PV WATER REQUEST FOR PROPOSALS
WATSONVILLE SLOUGH SYSTEM
MANAGED AQUIFER RECHARGE & RECOVERY PROJECTS
DESIGN AND BID PERIOD SERVICES

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I. Introduction

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.

Through a stakeholder driven process, the Pajaro Valley Water Management Agency (PV Water or Agency) Board of Directors developed and adopted an update to its Basin Management Plan (BMP) in spring 2014. In fall 2014, the Sustainable Groundwater Management Act (SGMA) was signed into law, requiring that high priority groundwater basins form Groundwater Sustainability Agencies (GSA) 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).

The BMP includes seven programs and projects to balance the Pajaro Valley Groundwater Basin and halt seawater intrusion. Four of the programs and projects: Conservation, Increased Recycled Water Deliveries, Increased Recycled Water Storage at Treatment Plant, and the College Lake Integrated Resources Management Project are currently being implemented under the management of PV Water staff and consultants.

PV Water now desires to retain consultant support to design and provide bid period services for another BMP priority project: the Watsonville Slough System Managed Aquifer Recharge and Recovery Projects (WSS-MARR, or Project). The PV Water Board certified the Final Environmental Impact Report (EIR) for the Project and formally approved the Project in January 2021. In the time since, staff and consultants have prepared and submitted a water right permit application to the State Water Resources Control Board, conducted groundwater modeling of recharge operations, and performed pump tests on existing recovery wells.

PV Water is requesting proposals from professional service firms to provide project management, design, and bid period services for the Project. PV Water anticipates awarding an initial agreement with the potential of amendments for additional services as they are defined for the duration of the Project. PV Water reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs.

The successful Respondent shall provide qualified personnel to assist PV Water in the following areas: engineering design including cost estimating, and bid period services. Proposal teams are encouraged to identify and partner with local firms and individuals that are familiar with the Watsonville Slough System and the Project, and can offer support services for the Project. The following firms/individuals (some local, some not) are currently working on aspects of the Project (in alphabetical order):

- Balance Hydrologics – Hydrologic Monitoring
- Carollo Engineers – BMP Program Management, Conceptual Design, CEQA Support
- EKI – Groundwater Modeling & Well Analyses
- Environmental Science Associates – CEQA, Modeling, & Permitting

- Kittleson Environmental Consulting – Red Legged Frog Surveys
- Gutierrez Consultants, Inc. – Funding
- Mike Podlech, Aquatic Ecologist – Environmental Planning & Permitting

Respondents responding to this Request for Proposals (RFP) must have proven expertise with water resource project management and extensive experience designing complex water resource facilities. It should also be noted that 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 Project webpage, located at https://www.pvwater.org/wss-marr 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 check the PV Water website periodically for updates. It is the Respondent's responsibility to obtain any 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 submitted questions will be sent directly to the Respondent 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.

II. Tentative Schedule

PV Water has established the following proposal and contracting schedule for the selection process:

Advertise Request for Proposals	June 20, 2022
Deadline to Submit Questions	July 15, 2022
Responses to Questions Posted	July 22, 2022
Deadline to Submit Proposals	August 5, 2022
Shortlist and Notification for Interviews	August 19, 2022
Interviews	August 24 & 25, 2022
Selection	August 29, 2022
Complete Contract Negotiations	September 9, 2022
Board Consideration of Agreement	September 21, 2022
Issue Notice to Proceed	October 1, 2022

The following is a tentative schedule for the Project:

Final Design	August 31, 2023
Board Direction to Advertise for Bids	September 20, 2023
Bid Opening	November 1, 2023
Board Consideration of Contract	November 15, 2023
Issue Notice to Proceed	December 2023
Substantial Completion	October 2024
Final Completion	December 2024

III. Project Management Organizational Description

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

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 elements needed to meet the project goals. The scope of each task shall be completely defined 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 Administration and Controls

The Respondent should describe its approach to project administration and controls in this section. Items to consider include but are not limited to a project management plan, project controls such as a master project schedule, monthly status reports, project quality assurance & control, and communications.

Task 2: Preliminary Design

The Respondent should describe its approach to preliminary design based in part on the information that follows within this section. As noted above, the PV Water Board certified the Final EIR for this Project in January 2021. The level of engineering completed on the Project to-date includes conceptual designs and a preliminary geotechnical report as needed to support the EIR. The preliminary engineering phase shall further develop the preferred alternative and any other applicable alternatives as presented in the EIR. While the EIR identified numerous permits required for the project (Table 2-9), and PV Water submitted a water right application, a review of permit status shall be included with the conclusion of the preliminary engineering phase. Additional items to consider as part of preliminary engineering include but are not limited to utility documentation, right of way, property and utility research, geotechnical investigation, topographic mapping and survey control, field verification of existing utilities, and preparation of a preliminary design report.

Task 3. Final Design

The Respondent should describe its approach to the design task. The successful Respondent shall provide a complete set of documents that will allow for public bidding and construction of the Project at

the 100% design submittal by preparing Final Design/Bid Documents including drawings, technical specifications, and final contract documents. Design drawings shall be prepared under the supervision of, and stamped and signed by, a California Registered Professional Engineer of the applicable discipline(s). The Respondent shall respond to all permit-related reviews/comments and revise construction documents accordingly. The Respondent should describe its approach to the Design Task, including percent complete drafts and any technical memoranda that may be provided for review.

Task 4. Bid Period Services

The Respondent should describe its proposed approach to providing bid period services.

Miscellaneous

The Respondent should describe its approach to providing as-needed engineering/technical support to the PV Water environmental permitting consultant. It is anticipated that the environmental consultant will require engineering and technical information for environmental permit applications.

The Respondent should describe its approach to providing general technical support, as-needed, to address other issues that may arise (e.g. preparing technical materials to support technical advisory committee meetings, supporting public outreach efforts, and funding support/documentation).

V. 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 Program.

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 program management; to successfully perform its role and responsibilities in providing engineering services for the Project. At a minimum, the Prime Respondent or JV Partners must possess the following:

The Project Manager must have a minimum of ten (10) years of experience providing design 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 possess the following:

The Subconsultant key/lead team members 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. Project Manager

The Project Manager must have a minimum of ten (10) years of Design experience including at least five (5) years of experience on a $50 million or greater, wastewater or water capital improvement 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 Project Manager.

B. Engineering Lead

The 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 an Engineering Manager on at least one (1) $25 million, or greater, water capital improvement program, and have an active professional engineer license in California. The Engineering Lead must have experience applying value analysis and value management techniques to similar size programs.

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: August 5, 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 General Manager, Brian Lockwood, via email or telephone, as noted above.

PV Water's schedule and project milestones are detailed 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 August 5, 2022, and the title "Proposal to Provide Watsonville Slough System Managed Aquifer Recharge & Recovery Projects Design and Bid Period Services."

Sections 1 through 4 of the proposal shall not exceed 25 pages in length. 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	Program Tasks
4	Proposed Program Management Team
5	Experience of Firm and References
6	Key/Lead Team Member Resumes, References, & Letters of Commitment
7	Project Schedule
8	Insurance
9	Staff Estimate
10	Cost Information
11	Exceptions to Contract Terms and Conditions

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, PV Water staff and Board, and other key stakeholders.

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 Project 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 PV Water Project that is the subject of this RFP. 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. The 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 meet the Project goals. All tasks included in the scope of services 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 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 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 Respondent will seek from the standard Agency contract language included in Section VIII.

VII. Evaluation and Selection Criteria

A review panel 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:

Criteria	Maximum Score
Team Qualifications, Experience, and Organization	30
Approach and Scope	30
Staff Level of Effort and Time Commitment	15
Interview (if needed)	25
Total	**100**

Ninety (90) minute interviews will be conducted for the proposals selected by PV Water if needed. In light of COVID-19, interviews may occur via teleconference; this has yet to be determined. 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, if determined necessary. The Agency, 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. Standard Agreement

Respondent shall submit any exceptions to PV Water's standard contract 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.