

EXHIBIT 15-A



REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES

IN SUPPORT OF THE SANTA MARGARITA WATER TREATMENT FACILITY
CONSTRUCTION

PROPOSALS DUE

July 31, 2019

2:00 p.m.

Monterey Peninsula Water Management District
5 Harris Court Building G
Monterey, CA 93940
(831)658-5600
www.mpwmd.net

July, 2019

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Intent

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals for construction management services in support of construction of water treatment facilities at the Santa Margarita Aquifer Storage and Recovery (ASR) site. The water treatment facilities include a CMU building, chemical delivery pad and unloading rack, interior facilities for disinfection, exterior facilities for disinfection and stabilizer injection, and other components.

This solicitation is intended for a single, exclusive agreement.

Background

History

Aquifer Storage and Recovery (ASR) technology is used to store excess Carmel River water during the rainy season in the Seaside Groundwater Basin. The stored water can then be produced and served to the public during the dry season, providing some replacement water supply to assist Cal-Am in meeting the Carmel River Cease and Desist Order.

In 2001 MPWMD constructed the first ASR well at what is now called the Santa Margarita site, owned by MPWMD and located on General Jim Moore Boulevard in Seaside. The operational success led to the construction of a second well ASR-2 in 2008; and subsequent permanent electrical switchgear, piping, expansion of a small backflush basin to 245,000 gallons, and construction of an 850 sq ft building to house the electrical switchgear and intended to house future disinfection facilities.

Since that time, numerous changes have occurred in the local water supply portfolio, including the construction of a second dual-well ASR facility at Seaside Middle School and the pending addition of a third dual-well ASR facility at Fitch Park in Seaside. Both facilities are located to the north of the Santa Margarita site along General Jim Moore Boulevard and are owned by Cal-Am.

MPWMD is the facility operator when water is being injected for storage during the rainy season; approximately December through May depending on precipitation. Cal-Am is the facility operator when water is being produced for consumption. Cal-Am provides maintenance services for all sites. MPWMD owns the Santa Margarita site on which this water treatment facility will be constructed.

The Middle School site cannot accommodate water treatment facilities; neither the Middle School nor Fitch Park site can accommodate backflush basins. The Santa Margarita site was expanded to accommodate the additional backflush water, and to provide treatment for the Middle School production and any potential future production wells. The expansion was phased, with the backflush basin expansion project occurring 2018 to be followed by this water treatment facility project.

Project

In order to produce potable water from the ASR wells, disinfection is required. Chemicals are not allowed at the Middle School site; produced water from that site must be treated at the Santa Margarita site. It is likely that additional production wells will be required in the Seaside Groundwater Basin as Pure Water Monterey begins production; it is prudent to size the water treatment facility to treat water from an additional future well. In addition, Cal-Am staff has provided input to MPWMD that additional chemical injection capacity and the potential addition of corrosion control and/or dechlorination

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chemicals are needed at Santa Margarita. The existing building cannot accommodate the capacity and quantity of treatment chemicals; a new building must be constructed.

A water treatment facility with 12.9 MGD capacity is to be constructed. The design is being completed by Pueblo Water Resources, who will provide Engineering Services during Construction support for this project.

This project will include, but is not limited to, construction of a new larger water treatment building, chemical unloading facilities, chemical disinfection facilities housed in the building, and injection works for disinfection and stabilization on the exterior of the building. Associated piping and appurtenances will need to be installed and in some cases upsized. The conveyance pipes between the Middle School and Santa Margarita sites are already installed and operating. Conveyance pipes between the future Fitch Park and Santa Margarita sites will be installed as a part of the Fitch Park project, not this project. Sound walls may be installed around the two wells as a part of this contract if terms can be negotiated with the contractor.

Construction is expected to begin this fall and must be substantially complete in May of 2020. The site is currently operational. Site access and functionality must be maximized.

Cal-Am will be the primary operator for the water treatment facility at Santa Margarita. As site owner, MPWMD will be the project manager and financier of the project.

Figure 1 shows a google earth image of the site during the 2018 construction.

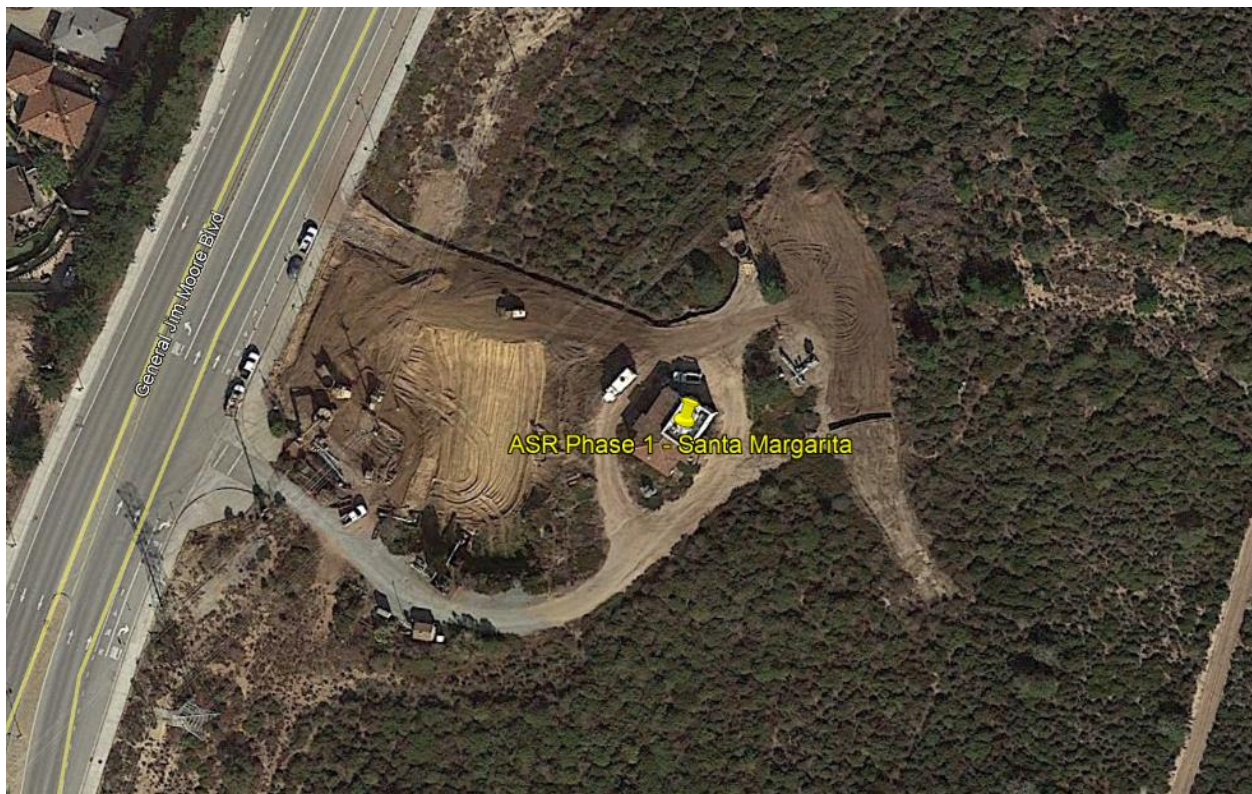


Figure 1 Site - Google Earth

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Existing and future ASR sites in Seaside are shown in the following image.

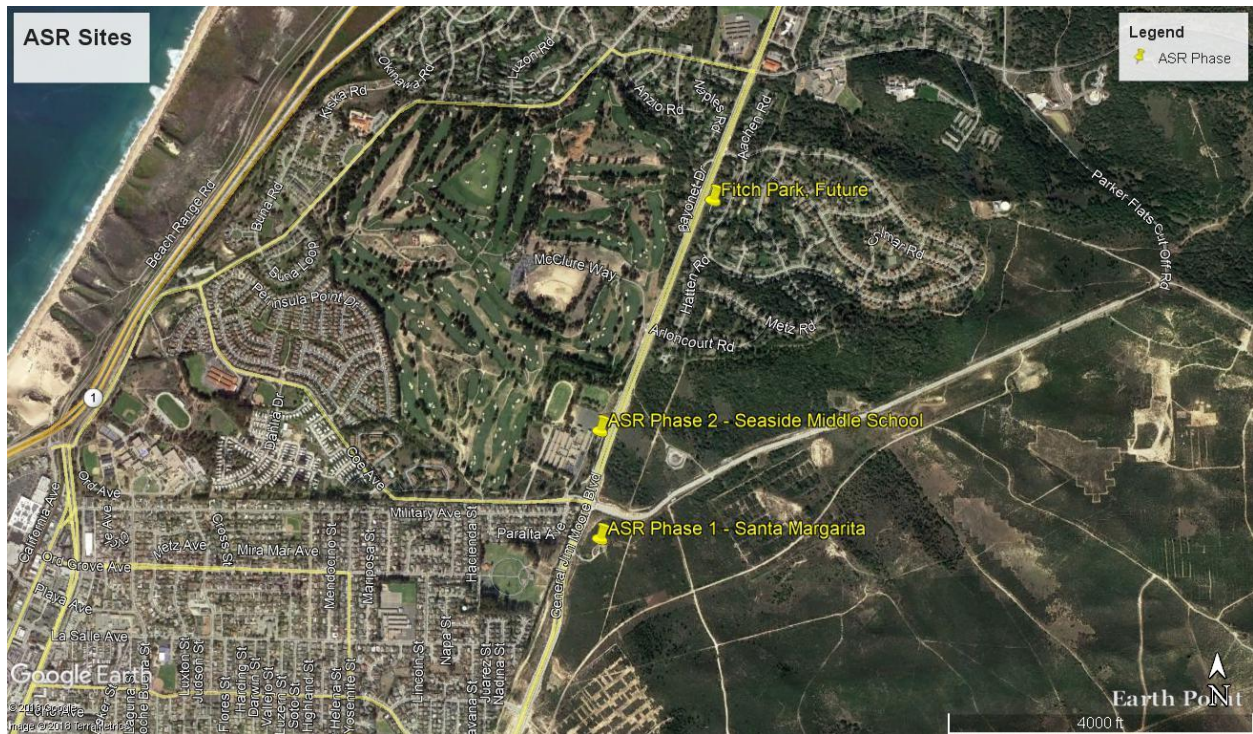


Figure 2 - ASR sites on GJMB

Site Description

The site is located on a 1.9 acre parcel on the former Fort Ord in the City of Seaside on a former munitions range. Soil and deleterious material are prohibited from leaving the jobsite (no soil export).

Neighbors are located within 200 feet of the site, on the opposite side of General Jim Moore Boulevard. During the 2018 basin expansion project, vibration complaints were received.

An environmental monitoring and reporting program was adopted and is included for reference.

If the disturbed area is greater than 1.0 acres, QSD and QSP services will be required.

Project Description

The design includes, but is not limited to, the following items:

- Design of a new chemical storage and dispensing building approximately 1500 square feet in size, with associated equipment;
- Ability to implement secondary chemical storage, dispensing, and injection for corrosion inhibitors.
- Underground piping and appurtenances for Cal-Am 30" and 16" ASR line extensions into the site;

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- Chemical delivery truck offloading station for chemical supply;
- Underground piping and associated electrical/instrumentation conduits for chemical offloading facilities;
- Modification of the site grading and drainage to accommodate the new facilities. Please note rough grading was completed during the 2018 backflush basin expansion.
- Sound walls for the two ASR well pumps (optional)
- Site landscaping, automated gates, entrance paving, sidewalk repair, and security fencing.

Please note SCADA design, installation, and startup are outside the scope of this project. Conduit design and installation for future SCADA works are within the scope of this project.

Pipe tie-ins will result in encroachment to a popular sidewalk and bike lane, and commensurately affect one lane of traffic. Additionally, work under an existing frontage fence with a CMU base and concrete footing are required. The site elevation is such that water sheds to the street; stormwater and sediment control will be critical regardless of whether the site is required to enroll in the Construction General Permit.

This project is required to certify ASR wells for production which is critical to utilize Pure Water Monterey produced water and facilitate reduction in pumping from the Carmel River. Schedule is critical for this project as there are direct and indirect monetary consequences should completion be delayed.

Scope of Work

The scope of services listed herein shall serve as a guide only and may be subject to change.

The selected Consultant will act as the owner's agent representing MPWMD throughout the construction period.

At a minimum, the Consultant shall assign one (1) California Registered Professional Civil Engineer as the Construction Manager for the Construction Management team. Representatives must be available throughout the life of the project with a flexible schedule able to meet changing Contractor and project conditions.

Tasks

Services related to this RFP are detailed below. Deliverables are shown in bold.

Project Construction

- Establish and implement coordination and communication procedures among the Engineer, MPWMD, Contractor, residents, testing companies, and other required project specialists.
- Primary liaison between MPWMD and the Contractor.
- Coordinate with designer providing Engineering Services During Construction.
- Coordinate inspections.
- Prepare, print, and distribute neighborhood outreach materials in advance of construction, up to 100 residences. Primary contact for complaints.
- Coordinate system shutdowns and site access with operations departments.

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Meetings

- Pre-construction meeting collaboration, attendance, and **minutes**. MPWMD will take the lead role in this meeting.
- Lead weekly progress meetings. Prepare Outlook meeting **invitations, agendas, and minutes**. Weekly agenda to include the contractor's 3-week rolling schedule, project construction schedule, and monthly updates schedule, submittals, requests for information (RFI), design clarifications (DC), potential change orders (PCO's), change orders, delays, potential claims, and construction problem resolution.
- Lead other construction meetings. Consultants shall prepare Outlook meeting **invitations, agendas, and minutes** for other project related meetings required to keep construction on schedule as possible.

Schedule and Budget

- Perform a detailed review of the Contractor's baseline schedule to review logic between activities, key activity durations, stated resources and verification of the critical path. **Document recommendations**.
- Monitor look ahead schedules. Work with Contractor to identify potential issues with critical path deadlines.
- Review schedule updates as needed for procurement updates, subcontractor scheduling, change order schedule impacts, etc. Work with Contractor to keep critical path items identified and on-schedule. **Document recommendations**.
- Investigate potential delays and assist Contractor in managing schedule risk.
- Review schedule of values.
- Track field quantities.
- Compare the contractor's monthly progress payment request to the schedule of values, the CM daily and weekly report records to confirm that the requested compensation is consistent with the work completed.
- Prepare **recommendation for payment, and/or identification of discrepancy** for owner considerations.
- Maintain project **budgets and create cost tracking reports** as needed.

Project Monitoring and Documentation

- The Consultant shall maintain **current records of all necessary contracts, insurance certificates, bonds, construction documents, permits, specifications and codes, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents**.
- Review submittals and submittal responses, **document comments**. Create and manage a submittal **tracking log**.
- Determine the adequacy of each RFI, and provide **written responses** to the Contractor. Review and **document** input on RFI's prior to the Design Engineer and MPWMD's review. Create and manage an **RFI and Design Clarification tracking log**.
- All documentation to be in a backed-up shared file location with an agreed upon structure. Hardcopy records shall be scanned and uploaded at the end of the project, or may at MPWMD's

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discretion be submitted as hardcopy only. The Consultant shall be responsible for providing and maintaining their own electronic equipment to access and make use of project electronic files.

Change Orders

- Verify that the contractor's requested price for, and potential schedule impacts associated with, potential change orders and quotes are fair, reasonable, and accurate.
- Coordinate with the project team the preparation of any revised specifications and/or sketches needed to define the scope of the extra work.
- **Prepare and present Change Orders with supporting documents** necessary for approval by MPWMD and its Board of Directors.
- Provide daily verification of changes performed on a time-and-materials basis.
- Maintain a **Change Order and Request for Quotes Log**.
- All work associated with the preparation, issuance, and document control of field orders issued to the Contractor.

Contract Enforcement

- The Consultant shall provide contract administration as an agent of MPWMD.
- Confer with MPWMD and Design Engineer to discuss and resolve matters, such as work procedures, complaints, or construction problems. Participate on a negotiation team to address conflicts as they arise.
- **Provide complete documentation**, review of merit/entitlement, a claims response strategy, and cost analysis for the MPWMD's review.

Inspections

- The Consultant shall prepare and submit for approval, an **inspection plan** containing an outline of all of the inspections that need to be made, a checklist of items to include, and the type of tests that are required (including frequency).
- Provide a lead inspector who is locally available over the life of the project and will coordinate with the Contractor to ensure full time CM coverage as required.
- All special inspection and structural observation shall be performed by a qualified special inspector which shall be retained/subcontracted and coordinated by consultant.
- Supervise and direct inspection team.
- Provide quality assurance of permanent materials used for construction to confirm that the materials meet project specifications. Inspections include but are not limited to:
 - Concrete including cellular concrete grout, foundations, concrete cylinders and labs
 - Soils, compaction, backfill materials
 - Electrical
 - Rebar
 - Welding, bolted connections, epoxy anchors
 - Paving, asphalt
 - Pipe fabrication, pipe joints
 - Protective coating inspection
 - Masonry Inspection

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- Other, as required
- Provide building inspection services to ensure the constructed building meets or exceeds current California Building Standards Code, Title 24, California Code of Regulations code compliance.
- Take pre-construction and post-construction **photos and videos**. Maintain photographic and/or video records of construction progress. Standard format files located on a shared file space are required.
- Monitor the contractor's compliance with all safety, environmental, and unexploded ordnance requirements.
- Monitor for compliance with environmental requirements including dust control, stormwater runoff, sediment runoff.
- Perform daily inspections during periods of active construction. Maintain **Daily Logs**. Include work completed, contractor manpower and equipment, weather, testing events.
- **Notify the owner in writing** of actual or proposed deviations from specifications and drawings for evaluation by the designer.
- This task includes **collection of documentation** such as certificates of compliance, mill certifications, etc. as delineated in the contract documents. Provide and maintain concrete placement reports, pipe test reports, and material & equipment received reports. Non-conformance reports shall be created in the event the contractor work is deficient.

Testing and Start-up

- Provide start-up and testing assistance to owner and operations staff.

Final inspection and punch list

- Coordinate a meeting for stakeholders to inspect the project near the end of the construction period and create a **punch list**.
- Maintain a **log** of items requiring further contractor attention before substantial completion and final project acceptances can be issued.
- Coordinate follow-up meetings as necessary to resolve outstanding items noted in close-out field inspections
- Review of the contractor's As-Built submittal, punch lists, beneficial occupancy, substantial completion, field acceptance, etc.
- Ensure that the warranty initiation date log and a need for warranty work system is in place for MPWMD's use during the specified warranty period.
- At the completion of the project, the Consultant shall deliver all documents and records to MPWMD.
- When the work is completed and all outstanding paperwork has been submitted (warranties, stop notice releases, equipment certifications, record drawings, O&M manuals, training documents, etc.), process the final payment request, recommend for project acceptance by MPWMD.
- Assist with the filing of any required NOCs.

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Other Activities

- The work site is in an undeveloped area with no power or internet service. If the Consultant elects to utilize a trailer, it will be at the Consultant's expense. The Consultant will need to obtain permission from Fort Ord Reuse Authority to bring in a trailer. A site visit will be conducted at the pre-proposal meeting.
- The Consultant shall be responsible for mobilizing all necessary staff to and from the project site. The Consultant is responsible prepare, equip and stock its field office with any additional office equipment not covered in the construction contract documents and required for completion of the work. The Consultant is also responsible for providing computers, networking hardware (including maintenance services of computers, networking hardware and related equipment), cellular phones, digital cameras (including memory modules), field devices such as notebook computers (which are anticipated to be required for field access to project records), as well as any other tools required for its personnel for the duration of the construction project along with other consumable supplies.
- The Consultant shall be responsible for providing all necessary personal protective equipment (PPE) and safety equipment to its CM team. Necessary PPE and safety equipment may include but not be limited to hard hats, boots, high visibility safety vests, eye protection, Tyvek suits, lights, confined space entry equipment (including air monitors, harnesses, and rescue/retrieval equipment), fall protection equipment (including ladders, portable tripod/ davit arm system with fall arrest and retrieval accessories).
- Prevailing Wages. The selected firm shall comply with the Labor Code Section 1770-1781 and all workers employed on or in execution of the project shall be paid not less than the applicable current prevailing wage as determined by the Director of the Department of Industrial Relations. B. Registration with California Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid.

Optional Tasks

- Provide Qualified SWPPP Practitioner (QSP) to perform necessary inspections, provide recommendations for appropriate BMPs or repair of existing BMPs, and to file required reports with the State Water Quality Control Board. Review and approve the Contractor's submitted SWPPP. (optional)
- Pre-construction support including attendance at the preconstruction meeting, evaluation of bids, review of bid documents, and review of addenda. (optional)

Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that would be, in its opinion, necessary to complete the Project as defined on the plans and in the specifications. Consultant may propose additional services that in its opinion will improve the efficiency and quality of the project. If identified, the Additional Work or Services must be included in the proposal but separated as Optional Services in the Consultant's Fee Schedule.

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Instructions

Point of Contact

All interested parties regarding this solicitation shall notify the Project Manager to receive email notifications.

Maureen Hamilton
Project Manager
mhamilton@mpwmd.net

Schedule

Task	Date
Issue RFP	July 1, 2019
Pre-proposal site tour	10:00 a.m. Tuesday July 23, 2019
Questions Due	5 p.m. on Thursday July 25, 2019
Proposals Due	7 a.m. on Thursday August 1, 2019
Proposal Review and interviews	August 1-6, 2019
MPWMD Board Consideration	August 19, 2019
Estimated notification	August 21, 2019
Estimated construction bid opening	September, 2019
Estimated start of construction	November, 2019
Estimated substantial completion	May, 2020

Proposals sent received after the Proposals Due time will not be accepted. Proposals shall remain valid for 100 days after the opening date.

The term of the contract will extend beyond the estimated substantial completion to allow for contract closeout.

Reference Documentation

All RFP documentation, information, updates, and responses will be made available on the project website.

https://www.mpwmd.net/who-we-are/project-bids-rfps/SMWTF_CM_RFP/

It is the responsibility of each prospective firm to download and print all RFP documents for review and to verify the completeness of the documents before submitting a proposal. It is the responsibility of each prospective firm to check the website through the final date for proposal submission for any applicable addenda or updates. MPWMD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the RFP documents.

MPWMD reserves the right to revise the RFP documents. Any changes to the requirements will be made by written addenda to this RFP. Failure to acknowledge all posted addenda may cause a proposal to be deemed non-responsive to this RFP and be rejected without further evaluation.

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Pre-proposal Meeting

A pre-proposal meeting will be held at 10:00 a.m. Tuesday July 23, 2019. We will meet at the facility located on the south east corner General Jim Moore Boulevard and Coe Avenue, approximately 100 yards south of Coe Avenue.

Questions

Questions and correspondence regarding this solicitation shall be directed to the project manager in writing. The questions will be researched and answers will be communicated to all known interested Consultants after the Questions Due date given in the Schedule. Questions submitted after the deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.

Prospective Consultant shall not contact MPWMD officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Consultant.**

Submission

Proposals can be emailed to the Project Manager mhamilton@mpwmd.net, or delivered to:

Maureen Hamilton
Project Manager
5 Harris Court Building G
Monterey, CA 93940
Attention: CM RFP

MPWMD will not be responsible for proposals that are delinquent, lost, or incorrectly submitted. MPWMD will not compensate any proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of MPWMD. MPWMD may retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

No amendment, addendum or modification will be accepted after the deadline stated herein for receiving proposals. Proposer may modify or amend its proposal only if MPWMD receives the amendment prior to the deadline stated herein for receiving proposals.

Proposal Requirements

All addenda shall be included with the proposal as verification that the prospective firm has received and reviewed all addenda.

Please submit two pdfs; one with the technical proposal and one with the price proposal breakdown. For hardcopy submissions, please enclose the price proposal breakdown in a sealed envelope and marked "Price Proposal".

It is the proposing firm's responsibility to ensure delivery of the proposals. A confirmation email can be sent for prospective firm's that supply the project manager with a contact and email address.

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Technical

The Consultant should provide a description of their understanding of the project and a discussion on the proposed approach to accomplishing the scope of work set forth in this RFP. The discussion should include a discussion of project and technical issues and challenges, and the Consultants plan to address issues and challenges.

Consultant shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary to complete the described work.

The information contained within this RFP is a general outline of the scope of work to be provided by the selected Consultant. It is intended as a guide only, and the specific scope of work to be provided by the Consultant must be included within their proposals.

All potential respondents to this RFP are advised to include any information and/or procedures, which they deem pertinent and critical for the success of this project. Items that are added to the Tasks described above should be clearly identified within the proposal and should be supported with appropriate reasoning for addition. The cost of such items to be added should be separately noted as "Optional Tasks" within the proposal. Similarly, any additional costs that in the opinion of the proposer must be expended to make the project operational shall be identified as such within the cost estimate section of their proposal.

The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fee and rates should **not** be included in the technical section; fees and rates are to be provided in a separate sealed envelope detailed in the Price Proposal section of this RFP.

Qualifications

- Provide a summary of the prospective firm's qualifications and experience with construction management for water supply and water treatment projects.
- List recently completed projects in public water supply and water treatment.
 - Project name, location, size, and completion date.
 - Please include client's name, contact information, dates.
 - Description of services performed by your organization.
 - Personnel assigned to the project.
- Provide project team organization and team experience, including subcontractors.
 - The key personnel of this designated team shall not be changed unless agreed upon by MPWMD.
 - In addition, list all team personnel (including subcontractors) professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.
- Coverage plan throughout the project life, including existing workload and ability to provide full time coverage when needed during construction. State the specific duties and pertinent experience of the subconsultants, including all licenses and certifications.
- Provide specific information on your organization's (and that of all organizations included in the project team) litigation history in the last five (5) years, termination for default, litigation by or

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against your organization, and judgments entered for or against your organization. If there is no litigation history in the past five (5) years, please so state.

Price Proposal

Consultant shall price the cost of work based on the project deliverables outlined in this RFP and consistent with the categories in the Technical section of this RFP.

The fee proposal for the project shall be proposed as not-to-exceed fee broken out for each separate section in the scope of services. The level of effort required to complete the work should be broken down on an hourly basis categorized by staff member and sub-consultant roles. The fees are to be based upon the hourly wages to be included in Consultant's proposal. Consultant hourly rates shall be all-inclusive and include/account for all direct labor costs, fringe benefits, equipment, materials, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services.

Consultant shall provide a written and signed statement confirming their proposal is inclusive of all elements necessary to complete all goals, tasks, and project deliverables within 18 months of the execution of the Agreement.

All other services not included herein shall be negotiable as required.

MPWMD is not liable for any cost incurred by Consultant in response to this solicitation.

Proposal Evaluation

Issuance of this RFP and receipt of proposals does not commit MPWMD to award a contract. MPWMD expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to award all or a portion of the proposed scope of work, or to cancel all or part of this RFP.

An evaluation committee will review and evaluate the proposals against the following criteria:

- Qualifications and experience;
- Understanding of project goals;
- Proposed methodology to fulfill the intent of this RFP;
- Ability and capacity to fulfill the intent of this RFP;

At the completion of the review process, proposers will be ranked based on the criteria described below and MPWMD will select the highest ranked firm or, at MPWMD's option, the most highly qualified firms will form a "short list". In the event that a "short list" is established interviews may be scheduled for the week of August 1-6, 2019. The interview session will not exceed one hour per firm. The costs of attending any interview are the Consultant's responsibility. No proposer shall be entitled to or otherwise guaranteed an interview with MPWMD. Following presentation/interviews, the evaluation committee will rank the proposals.

Price negotiations will commence with the highest ranked technical proposer. If these fees are mutually agreed to after negotiations, then that firm will be referred to the Board. If no agreement can be

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reached as to price, then the first ranked firm will be excused, and the second ranked firm will be asked to begin the negotiation process. This procedure will be followed until a firm is selected.

Following successful negotiations, the contract will be referred to the MPWMD's Board of Directors for approval.

MPWMD reserves the right, after opening the proposals, to reject any or all proposals, or to accept proposal(s) that in its sole judgment are in the best interest of the MPWMD. MPWMD reserves the right to cancel the project at any point and pay the Consultant only for costs incurred to that point and for work completed which is usable by MPWMD as determined by MPWMD.

MPWMD reserves the right to award subsequent contracts for additional work to the selected Consultant (if a selection is made) or to another Consultant who has submitted a proposal for this solicitation.

This is not a competitive bid process and the consultant will not be selected based on price alone. The review panel may choose to review the fee proposals prior to their final ranking of the proposal submittals.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal. MPWMD reserves the right to waive any informalities or irregularities in this RFP process, or in any proposal.

Agreement to Terms and Conditions

The successful proposer will be required to execute a contract (agreement) with the Monterey Peninsula Water Management District. The standard form of the Professional Services Agreement is enclosed (Attachment 1) complete with insurance and indemnity requirements. The successful consultant must be willing to accept the attached Professional Services Agreement without exception. Submission of a proposal confirms that the consultant, if selected, accepts the attached Professional Services Agreement with all terms and requirements contained therein.

Department of Industrial Relations Requirements

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful consultant, copies of which are on file and will be made available to any interested party upon request at Employment Development Department – 700 Franklin Blvd. #1100 Sacramento CA 92582 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful consultant at the job site. The successful consultant and all subconsultant(s) or subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all consultant, subconsultant(s), and subcontractor(s) that wish to propose on, be listed in a proposal, or enter into a contract to perform

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public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract will be entered into without proof of the consultant's, subconsultants' or subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the consultant and its subconsultants or subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In proposing on this project, it shall be the consultant's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

Insurance and contract requirements

MPWMD requires insurance policy endorsement form (or a certified copy of an insurance policy providing the same provisions as the endorsement forms) be submitted and approved before the contract can be executed. If a selected consultant is not able to provide the insurance requirements, MPWMD reserves the right to immediately cancel consultant's selection, and select another consultant to perform this work.

Subconsultants and subcontractors of Consultant are required to have the same coverage as the Consultant. It is Consultant's responsibility to ensure that any subconsultant or subcontractor have obtained the proper insurance coverages.

A copy of the typical contract language that MPWMD requires is included in Exhibit A. The proposal should indicate any concerns that your firm will have with this language or if the terms are acceptable.

https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/rfp/smwtf_cm_rfp_27jun2019.docx

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References

The following documents will be available:

- Exhibit 1. Sample Agreement
- Exhibit 2. CEQA Initial Study and Environmental Mitigations for Significant Items
- Exhibit 3. 90% drawings (contact Project Manager)
- Exhibit 4. Associated specifications (pending)
- Exhibit 5. Call-for-bids from previous Backflush Basin Expansion Project
(https://www.mpwmd.net/wp-content/uploads/ASR_BasinExpansion_Call-for-Bids-30May2018.pdf)