



REQUEST FOR PROPOSALS FOR LANDSCAPE AND OUTREACH DESIGN SERVICES

IN SUPPORT OF THE SANTA MARGARITA ASR FACILITY

PROPOSALS DUE

Thursday June 10, April 19, 2021
2:00 p.m.

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

April 30, 2021

Contents

Intent.....	1
Background	1
Location Description	1
Site Description	2
Project.....	3
Part 1 Immediate Landscaping Bid Package Criteria	3
Part 2 Future Public Outreach Installation Criteria.....	4
Tasks.....	5
Instructions	6
Point of Contact	6
Schedule.....	6
Reference Documentation.....	6
Questions	7
Submission	7
Proposal Requirements.....	7
Technical	7
Qualifications	8
Price Proposal	8
Proposal Evaluation	8
Agreement to Terms and Conditions.....	9
Prevailing Wage Requirements.....	9
Insurance Requirements	10
Exhibit 1 Sample Agreement.....	11

Figure 1 - Site Location..... 2
Figure 2 - Google Earth Site 2
Figure 3 Deer Grass Planting Area 3

Intent

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals for landscape and educational outreach design services for Santa Margarita Aquifer Storage and Recovery (ASR) facility located at 1910 General Jim Moore Boulevard in Seaside, California. The services include drawings for a landscaping bid package and concept designs for future public outreach installation.

This solicitation is intended for a single, exclusive agreement.

Background

In 2001 MPWMD constructed the first ASR well in the region at what is now called the Santa Margarita site. 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 recovered and served to the public during the dry season, providing some replacement water supply to assist California American Water (Cal Am) in meeting the Carmel River Cease and Desist Order.

The success of the ASR well led to site expansions, the last of which was completed in 2020. Building, fencing, and landscape design were created in consultation with the City of Seaside which holds the land title.

The City of Seaside requested Deergrass be planted in front of the property.

MPWMD is a public agency and all construction work, including landscaping, over \$10,000 must be publicly bid.

Location Description

The site is located approximately one mile from the ocean at 1910 General Jim Moore Boulevard in Seaside, California. There is some commuter traffic on General Jim Moore Boulevard. There is pedestrian traffic on the sidewalk and bicycle traffic in a bicycle lane adjacent to the property.

The site is on the east side of General Jim Moore Boulevard, on undeveloped former Fort Ord lands. The land is a remediated former munitions range. Soil and deleterious material are prohibited from leaving the jobsite (no soil export). Drought tolerant plants native to Fort Ord are required; non-native or invasive species are not allowed to be planted.



Figure 1 - Site Location

Site Description

There is an operating water treatment facility at the site. Work trucks, large delivery trucks, and construction vehicles enter the south driveway and exit using the north driveway. Additionally, there is a water sample station in the front dirt area by the south driveway that needs to be accessed.



Figure 2 - Google Earth Site

Project

The first part of the work will be to provide drawings to bid immediate landscaping requirements. Requirements include planting Deergrass (or better), installing gravel, providing sample station purge water containment, and irrigation works. The second part of this project will be to provide concept designs for a public outreach installation.

Part 1 Immediate Landscaping Bid Package Criteria

The City of Seaside requested that Deergrass be installed in the 8 foot wide strip in between the front fence and back edge of the sidewalk (see Figure 3). The following are criteria for the Deergrass bid drawings:

1. Confirm deer grass is native to Former Fort Ord. If the plant is not native, propose another low growing, evergreen, no water requirement post-establishment plant for City of Seaside review.
2. Planting cannot impede view entering or exiting the property.
3. Disturb less than 10 cubic yards of soil.
4. The Contractor cannot dig deeply due to a communications cable that is installed at a shallow depth.
5. Shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
6. Prevent soil/water runoff onto the sidewalk.
7. Pedestrian traffic will be managed by the Contractor.
8. MPWMD will provide required verbiage for the location on a former Munitions Response Area that should be included in a General Notes portion of the drawings.

Part 1 should provide a drawing(s), planting instructions, installation cost estimate, and watering plan for establishment.



Figure 3 Deer Grass Planting Area

Part 1 should include gravel landscaping and irrigation works at the south entrance (see Figure 4). The following are criteria for the area at the south entrance.

- There is a dead bush that can be cut down or removed.
- There is a sample station that requires access by operations. When samples are collected there is excess purge water. The design shall include diversion to a barrel inside the fence. That water barrel shall provide irrigation water to the Deergrass area planting. Subsurface irrigation works shall be included in the design.
- Landscape fabric for weed prevention is desired if it is ecological.
- Match gravel on inside of fence.
- Plant poisons are not allowed.



Figure 4 - South Entrance Rock and Sample Station

Part 2 Future Public Outreach Installation Criteria

Part 2 of the project is to propose concept designs for a public education installation. The subject may be about the ASR system, water conservation, Carmel River health and threatened steelhead trout and red-legged frog species, or drought tolerant plantings. The subject matter and design would be finalized in the future when additional funds become available. Please see Figure 5 for an image of the property approaching by car from the south.

The design should incorporate the following:

1. Provide three (3) concept design options.
2. Discourage pedestrian congregation near the driveways as there will be work trucks and chemical delivery trucks utilizing the driveways.
3. Allow operator access to the water sampling station.
4. Discourage vandalism, tagging.

5. Ideally be easy to see by car and bicycle commuters; this may not be feasible from a road safety/distraction standpoint.
6. Be compliant with local building and zoning ordinances in the City and County.
7. Not block entering and exiting view of pedestrians or other vehicles, especially at the driveways.



Figure 5 Santa Margarita Facility from the South

Tasks

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

1. Create Basis of design.
 - Meet with owner
 - Create and submit **50% Part 1 bid drawings** with Deergrass (or better), rock, and irrigation.
 - Create and submit **three (3) concept design options for Part 2.**
2. Basis of Design review and 90% Design.
 - Meet with owner to review Part 1 and Part 2 design feedback¹.
 - Revise Part 1 and Part 2 designs based on feedback.
 - Provide **elevations** of the proposed Part 2 installations.
 - Submit a **90% Part 1 bid drawings and 90% Part 2 concept designs** to MPWMD for final review.
3. Final Design
 - MPWMD will return corrections to the 90% Part 1 bid drawings, Consultant will make corrections to drawings.

¹ MPWMD will be responsible for reviewing with the City of Seaside and other stakeholders.

- MPWMD will send design feedback for the 90% Part 2 concept designs for Part 2, Consultant will make revisions to drawings.
- Submit **final Part 1 bid package**. The final Part 1 package shall include a construction cost estimate for the Part 1 bid drawings.
- Submit **three (3) final Part 2 design concepts including elevations**. The final design shall include an estimated cost for the Part 2 installation.

Any errors in the bid package will be the responsibility of the Consultant to fix at no additional cost to MPWMD.

Instructions

Point of Contact

All interested parties regarding this solicitation shall notify the Project Manager to receive email notifications. The Project Manager will send an email reply confirming addition to the email notifications list. It is the interested party's responsibility to obtain a confirmation.

Maureen Hamilton
 Project Manager
mhamilton@mpwmd.net

Schedule

Task	Date
Issue RFP	April 30, 2021
Questions Due	5 p.m. on Wednesday, June 2, 2021
Proposals Due	2:00 p.m. on Thursday, June 10, 2021
Proposal Review and interviews	June 10-30, 2021
MPWMD Board Consideration	July 19, 2021
Estimated notification	July 21, 2021
Estimated construction start date	December 1, 2021

Proposals received after the Proposals Due time will not be accepted. Proposals shall remain valid for 90 days after the opening date.

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/rfp-landscape-outreach>

It is the responsibility of each Proposer 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 Proposer 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.

Questions

Questions and correspondence regarding this solicitation shall be directed to the Project Manager in writing. Answers will be communicated to all known interested parties after the Questions Due Date given in the Schedule. Questions submitted after the Questions Due Date will not be answered. Only answers to questions communicated by formal written addenda will be binding.

Interested parties shall contact MPWMD officers or employees with questions or suggestions regarding this solicitation through the Project Manager listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the Proposer.**

Submission

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

Maureen Hamilton
Monterey Peninsula Water Management District
5 Harris Court Building G
Monterey, CA 93940
Attention: 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 Proposer 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 Proposer's responsibility to ensure delivery of the proposals. A confirmation email can be sent for Proposers that supply the project manager with a contact and email address. If a confirmation email is not received, it is the Proposer's responsibility to contact the Project Manager.

Technical

The Consultant should provide a brief discussion of project issues and challenges, and the Proposers plan to address issues and challenges. All potential respondents to this RFP are requested 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 as “Optional Tasks” with cost estimates.

The proposal should indicate any concerns that your firm will have with language in the Sample Agreement provided in Exhibit 1.

Qualifications

- Provide a summary of the prospective firm’s qualifications and experience with landscape and irrigation bid packages, and for environmental outreach installation design projects.
- List no more than ten (10) projects completed in the last seven (7) years.
 - Project location, size, and completion date.
 - Please include client’s name and contact information.
 - Description of services performed by your organization.
 - Personnel assigned to the project.
- Provide project team organization and team experience, including subcontractors.
- 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 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

Proposer 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 lump sum by task. The lump sum fee 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.

All other services not included herein shall be negotiable as required. Proposer shall include a fee schedule with the fee proposal.

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

Proposal Evaluation

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

- Qualifications and experience;
- Location of the proposing firm;
- Ability and capacity to fulfill the intent of this RFP;
- Interview, if any.

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.

At the completion of the review process, 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 June 21-25, 2021. 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.

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 MPWMD's Board of Directors for approval. If no agreement can be 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.

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, 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.

MPWMD expressly reserves the right to postpone the RFP process for its own convenience.

Agreement to Terms and Conditions

By submitting the proposal, the Proposer agrees to furnish the articles and/or services stipulated in the proposal at the price quoted, subject to the instructions and conditions in the RFP and the identified exceptions. The proposal is inclusive of all elements necessary to complete the described work.

The successful Proposer will be required to execute a contract (Agreement) with MPWMD. The standard form of the Professional Services Agreement is enclosed (Exhibit 1) complete with insurance and indemnity requirements. The successful Proposer must be willing to accept the attached Professional Services Agreement without exception.

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, to award all or a portion of the proposed scope of work, or to cancel all or part of this RFP.

Prevailing Wage Requirements

If the scope of services to be provided pursuant to this RFP includes a public works project as defined by Labor Code Section 1720, et seq. and 1770, et seq., then the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 Division 2 of the Labor Code, commencing with Section 1720. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the proposer and its applicable subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

Insurance 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.

https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/asr/landscaping/rfp_asr_santamargarita_landscaping.docx

Exhibit 1 Sample Agreement

AGREEMENT BETWEEN THE

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND

FOR PROFESSIONAL SERVICES TO

THIS AGREEMENT is entered into this ____ day of _____ 2015, by and between _____, hereinafter called "Consultant," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD".

SECTION I

SCOPE OF SERVICES

MPWMD hereby engages Consultant for services as set forth in **Exhibit A**, Scope of Work.

SECTION II

COMPENSATION

A. FEE SCHEDULE

Fees payable to Consultant for services specified herein shall be in accordance with the Fee Schedule in **Exhibit B**.

B. METHOD OF PAYMENT

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Work reports shall be rendered in accordance with the schedule shown in **Exhibit C**, Work Schedule. Payments are due and payable within thirty (30) days after receipt of each invoice subject to a finding by MPWMD that work performed has been satisfactory and that payment is for the work specified in **Exhibit A**, Scope of Work. Where MPWMD finds the work to be unsatisfactory, MPWMD shall describe deficiencies in writing to Consultant within ten (10) days.

Ten percent (10%) of the maximum payment shall be retained until all work described in **Exhibit A**, Scope of Work is completed to the satisfaction of MPWMD. The final invoice for work performed shall be submitted not later than sixty (60) days following notification by MPWMD of completion of such work. The final invoice shall be paid not later than 30 days after receipt of the final invoice.

C. MAXIMUM PAYMENT

Payments to Consultant for services rendered and expenses incurred under this Agreement **shall not exceed \$ _____**.

D. LATE PERFORMANCE PENALTY

With respect to the work within its direct control, in the event Consultant is unable to perform satisfactory work consistent with the professional skill and care ordinarily provided by professionals practicing in the State of California under the same or similar circumstances within thirty (30) calendar days of the date such work is due pursuant to **Exhibit A**, Scope of Work, MPWMD may, in its discretion, withhold an additional five percent (5%) of the fees which would otherwise be payable pursuant to the fee schedule set forth in Exhibit B. This amount may be increased to a maximum of 10% after sixty (60) calendar days of the date such work is due.

Consultant shall not be responsible for delays to the Schedule due to actions outside of its immediate control. Delays due to lack of performance by other parties shall be documented and the Schedule adjusted to reflect the length of the delay incurred.

SECTION III

INSPECTION OF WORK

The books, papers, records and accounts of Consultant or any subconsultants retained by Consultant insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of MPWMD. Said records shall be retained for a minimum of five (5) years after completion of services.

SECTION IV

OWNERSHIP OF PROJECT REPORT AND EQUIPMENT PURCHASED

All original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and equipment purchased specifically for the project shall become the exclusive property of MPWMD. Digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers shall be considered separate deliverables and shall be provided to MPWMD after acceptance by MPWMD of the final work product(s).

Global Positioning System (GPS) data deliverables shall include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables shall include the following:

- Geospatial dataset [generated from GPS data] in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard, point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

Consultant may retain copies for his/her own use.

SECTION V

TIME OF PERFORMANCE

Consultant shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Work Schedule.

SECTION VI

RESPONSIBILITIES

- A. Consultant represents that he/she has or will secure at his/her own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant shall act as an independent consultant and not as an agent or employee of MPWMD. Consultant shall have exclusive and complete control over his/her employees and subcontractors, and shall determine the method of performing the services hereunder.
- B. MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that he/she is familiar with such materials in the possession of MPWMD and that they are sufficient to discharge MPWMD's obligation hereunder.
- C. MPWMD shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder, unless otherwise specified in **Exhibit A**, Scope of Work.
- D. Consultant shall be responsible for the reproduction of work produced by Consultant hereunder.
- E. The officers, agents, and employees of MPWMD shall cooperate with Consultant in the performance of services under this agreement without charge to Consultant. Consultant agrees to use such services insofar as feasible in order to effectively discharge his/her obligations hereunder and further agrees to cooperate with MPWMD's officers, agents and employees.
- F. The Consultant agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subcontractors, material men, laborers and any other person, firm or corporation who may be

injured or damaged by the negligent acts, errors, and/or omissions of the Consultant, Consultant's employees, or Consultant's subcontractors or subconsultants in the performance of this Agreement.

SECTION VII

INSURANCE

- A. Consultant shall obtain and keep insurance policies in full force and effect as shown in **Exhibit D**, Insurance Requirements.
- B. Consultant shall provide photocopies of his/her current Automobile insurance policy [or policies], including endorsements thereto, or current certificates of insurance in lieu thereof, to MPWMD.
- C. Consultant shall require any subcontractor to provide evidence of the same insurance coverages specified in Section VII Paragraph (A).
- D. Consultant shall provide notice to MPWMD of any cancellation or material change in insurance coverage where MPWMD has been named as additional insured, such notice to be delivered to the MPWMD in accord with Section XV of this Agreement at least ten (10) days before the effective date of such change or cancellation of insurance.
- E. Evidence acceptable to MPWMD that Consultant has complied with the provisions of this Section VII shall be provided to the MPWMD, prior to commencement of work under this Agreement.
- F. All policies carried by the Consultant shall provide primary coverage instead of any and all other policies that may be in force. MPWMD shall not be responsible for any premium due for the insurance coverages specified in this Agreement.

NOTE: Consultant may also be required to indemnify California American Water, the City of Seaside, and their consultants.

SECTION VIII

CHANGES AND CHANGED CONDITIONS

- A. If, during the course of the work herein contemplated, the need to change the Scope of Work or the Work Schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Scope of Work may also result in a change in the compensation amount. Compensation changes shall be based upon the Fee Schedule (**Exhibit B**) attached hereto. Any changes agreed to shall be documented by duly executed amendments to this Agreement.

- B. MPWMD reserves the right to specify individual employees, subconsultants or agents of Consultant who shall be assigned to perform the tasks specified in **Exhibit A**, Scope of Services. If, during the course of the work herein contemplated, there is a change such that the specified individual employees, subconsultants or agents are no longer assigned to the work described in this contract and/or are no longer affiliated with Consultant, Consultant shall immediately notify MPWMD in writing. Consultant shall assign the rights to this contract to another entity, if requested by MPWMD, as part of termination proceedings pursuant to Section IX, Termination.

SECTION IX

TERMINATION

- A. MPWMD may terminate Consultant's services at any time by written notice to Consultant at least thirty (30) days prior to such termination. Upon receipt of written notice from MPWMD that this Agreement is terminated, Consultant shall submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which he/she has not previously been compensated. Upon approval of this invoice by MPWMD, Consultant shall be paid from the sum found due after having applied the provisions of Section II, Paragraph (D) of this Agreement, "Late Performance Penalty," where applicable, and MPWMD shall have no further obligation to Consultant, monetarily or otherwise.
- B. Upon receipt of written notice of termination, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to MPWMD, copies, including magnetic media, of data, design calculations, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by the Consultant in performing the services under this Agreement.

SECTION X

SUB-CONTRACTING AND ASSIGNABILITY

Consultant shall not sub-contract any portion of the work required by this Agreement nor otherwise assign or transfer any interest in it without prior written approval of MPWMD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION XI

DISCRIMINATION AND FAIR EMPLOYMENT

Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the government code and every Consultant for public works violating this section is subject to all penalties imposed by a violation of this chapter.”

During the performance of this Agreement, Consultant and its Consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Consultant and its Consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its Consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

SECTION XII

INTEREST OF CONSULTANT

Consultant covenants that he/she 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.

SECTION XIII

CONTINGENT FEES

Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XIV

DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this

matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XV

NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Maureen Hamilton
 Monterey Peninsula Water Management District
 5 Harris Court, Building G
 Monterey CA 93940
 or

 P. O. Box 85
 Monterey, CA 93942-0085

CONSULTANT: _____

SECTION XVI

AMENDMENTS

This Agreement together with **Exhibits A, B, C, and D** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVII

ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Scope of Work
- Exhibit B.** Fee Schedule
- Exhibit C.** Work Schedule
- Exhibit D.** Insurance Requirements
- Exhibit E.** Drug Free Workplace Certification

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

Signed By: David J. Stoldt, General Manager

Date

CONSULTANT

Signed By:

Date

Print Name

FEDERAL TAX IDENTIFICATION NUMBER: _____

Exhibit D

INSURANCE REQUIREMENTS

- I. Consultant shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury,
Property Damage and Personal Injury
 - E. X Owners & Consultants Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$1,000,000, except for coverage "D", which shall not be less than \$2,000,000. The procurement and maintenance by the Consultant of the policies required to be obtained and maintained by Consultant under this Agreement shall not relieve or satisfy Consultant's obligation to indemnify, defend and save harmless the District.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. The District shall be listed as a certificate holder on the Consultant's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 60-day prior written notice of cancellation.
- IV. The District requires that the Consultant carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees."

- C. This policy shall contain a severability of interest clause or similar language to the following:
- "The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization."
- D. All policies shall contain a provision that the insurance company shall give the District at least thirty (30) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 30-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Consultant to the Risk Manager for the District as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District
Attn: Administrative Services Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- VI. All policies carried by the Consultant shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement

EXHIBIT E
DRUG-FREE WORKPLACE CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors, and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
3. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

ALL CONTRACTORS AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF ENTERING INTO THIS AGREEMENT.

Signature of responsible party

Name and title of responsible party

Date signed