



# REQUEST FOR PROPOSALS FOR ELECTRONIC DRAFTING SERVICES

IN SUPPORT OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

PROPOSALS DUE  
Wednesday March 22, 2023  
11:00 a.m.

Monterey Peninsula Water Management District  
P.O. Box 85  
Monterey, CA 93942-0085  
(831)658-5600  
[www.mpwmd.net](http://www.mpwmd.net)

February 15, 2023

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## Intent

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals for AutoCAD services. Major construction on facilities owned and/or operated by MPWMD has been recently completed. The intent is to provide expertise and leadership in AutoCAD drawing management, to update master drawings for works constructed in multiple phases, and to create drawings where specified.

This solicitation is intended for a single, exclusive agreement.

## Background

MPWMD was formed in 1978 to augment water supply through integrated management of ground and surface water; promote water conservation, reuse, storm and wastewater reclamation; and foster scenic values, environmental qualities, native vegetation, fish and wildlife, and recreation on the Monterey Peninsula and in the Carmel River Basin.

The focus of this Request for Proposals (RFP) is for the Aquifer Storage and Recovery (ASR) Facilities.

### Aquifer Storage and Recovery

ASR technology is used to store excess Carmel River water in the Seaside Groundwater Basin during the rainy season. The stored water can then be recovered and served to the public during the dry season. The success of the first ASR well at what is now called the Santa Margarita site, led to development of three additional wells across two ASR sites.

Each ASR site has two deep injection wells and an electrical building. The Santa Margarita site has a chemical treatment facility consisting of another building, an above ground treatment header, and below ground piping. There are a several pipelines connecting the two sites in the public right of way.

The last substantial system upgrade was completed in 2021. Both ASR sites are located on General Jim Moore Boulevard near the Coe Avenue intersection in the City of Seaside, California.

## Scope of Work

The overall approach to the work includes, but is not limited to:

- Define AutoCAD standards and processes that are attainable and maintainable,
- document standards and processes,
- incorporate pdf and hand drawings to AutoCAD drawings,
- provide support for one year with the option to renew the one year support three times.

Work must be performed using the latest version of AutoCAD. AutoCAD 3D is not required but may be desirable in the future.

## Tasks

Tasks to achieve the scope of work include, and are not limited to:

1. **Review** existing AutoCAD library master drawings and required updates.
2. Consult with MPWMD to **develop drawing standards** including:

- Naming convention
  - Layers
  - Blocks/Symbols
  - Title block
  - Print layouts
3. **Create standard libraries** that can be issued to future design consultants where applicable.
  4. **Document standards.**
  5. **Modify, update, and create drawings** as prioritized by MPWMD staff.
    - A spreadsheet with existing drawings, updates, and new drawings can be found on the RFP website. It is the interested party's responsibility to download the drawing spreadsheet; MPWMD assumes no liability in accessing the files.
  6. **One year on-call support** for drawing updates and new drawings. Assume 10 drawing updates and one new drawing in a given year.

### Example Drawing Updates

Four examples of required drawing updates are uploaded to the RFP website. All examples are PDF format; some DWG files do not have print layouts and converted poorly. It is the interested party's responsibility to download the example drawing updates; MPWMD assumes no liability in accessing the files.

### RFP Schedule

Task	Date
Issue RFP	February 15, 2023
Questions Due	Wednesday March 15, 2023 before 05:00 p.m.
Final Date for Addenda	Monday March 20, 2023 before 11:00 a.m.
Proposals Due	Wednesday March 22, 2023 before 11:00 a.m.
Proposal Review and Interviews if required	By Wednesday March 29, 2023
MPWMD Board Consideration	April 17, 2023
Estimated notification	April 20, 2023

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

### Proposal Instructions

#### Point of Contact

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

Simona Mossbacher  
 RFP Manager  
[simona@mpwmd.net](mailto:simona@mpwmd.net)

## 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/>

MPWMD reserves the right to revise the RFP documents. Any changes to the requirements will be made by written addenda to this RFP. MPWMD will upload addenda to the website.

It is the responsibility of each Proposer to check the website for any addenda or updates through the Final Date for Addenda given in the RFP Schedule. 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. 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.

## Questions

Questions and correspondence regarding this solicitation shall be sent in writing to the RFP Manager in advance of the Questions Due date given in the RFP Schedule. Answers will be communicated by written addenda and uploaded to the website on or before the Final Date for Addenda given in the RFP Schedule. Questions submitted after the Questions Due Date will not be answered. Only answers to questions communicated by formal written addenda will be binding.

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

## Proposal Requirements

Submit two pdfs; one technical proposal and one price proposal. For hardcopy submissions, please enclose the price proposal in a sealed envelope and labelled "Price Proposal".

## Technical Proposal

The technical proposal must address the following:

1. A cover sheet with **contact information** and **acknowledgement of any addenda**.
2. Schedule for the Tasks.
  - Task 5 schedule may make the overall schedule longer than one year.
3. Personnel providing assigned **personnel** area of responsibility, work experience, qualifications, and availability to perform the proposed work. Resumes are welcome.
  - No change in personnel assigned to the project will be permitted without the written approval of the Project Manager.
  - Please highlight experience with water utility AutoCAD drawings.
  - It is desirable that the Consultant project manager be available in a regional office during the entire project period.
4. Completed projects listing no more than ten (10) completed projects 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.
- 5. Litigation and Contract providing specific information on all project team organizations' 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.
  - Concerns with language in the **Sample Contract Agreement** provided in Exhibit 1 must be stated in this appendix.

## Price Proposal

1. Tasks 1 through 4: The fee proposal shall be proposed as hourly rate by job function with a not-to-exceed (NTE) hour estimate for each task.
  - a. The hourly rate shall be all-inclusive including all direct labor costs, fringe benefits, equipment, materials, travel, insurance, overhead, profit, and all other expenses the Consultant will incur providing Scope of Work.
2. Task 5: The cost to modify, update, and create drawings based on the hourly rates.
3. One year support: The fee proposal shall be proposed as hourly rate by job function with an estimate of the number of hours.
  - a. The hourly estimate is not binding to either party because the work cannot be predicted at this stage.
  - b. The hourly rate shall be all-inclusive including all direct labor costs, fringe benefits, equipment, materials, travel, insurance, overhead, profit, and all other expenses the Consultant will incur providing Scope of Work.
4. Optional tasks: The fee proposal shall be listed separately from Tasks 1 through 5.

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

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

## Submission

Proposals can be emailed to the RFP Manager [Simona@mpwmd.net](mailto:Simona@mpwmd.net), or delivered to:

Simona Mossbacher  
Monterey Peninsula Water Management District  
5 Harris Court Building G  
Monterey, CA 93940  
Attention: AutoCAD RFP

A confirmation email can be sent for Proposers that supply the RFP Manager with an email address. If a confirmation email is not received, it is the Proposer's full responsibility to contact the RFP Manager.

It is the Proposer's responsibility to ensure delivery of the proposals. MPWMD will not be responsible for proposals that are delinquent, lost, or incorrectly submitted.

No amendment, addendum, nor modification will be accepted after the Proposals Due Date given in the RFP Schedule.

## Proposal Evaluation

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

- Qualifications and experience of the firm and team members;
- Ability and capacity to fulfill the intent of this RFP;
- Experience with water utility drawings;
- Location of the proposing firm;
- Interview, if any.

The review panel may choose to review the fee proposals prior to final ranking of the proposals.

MPWMD reserves the right to interview any, all, or none of the respondents at its discretion. Interviews, if any, will be scheduled during the week stated in the RFP Schedule. The interview session will not exceed one hour per firm. The costs of attending any interview are the Consultant's responsibility.

Failure to acknowledge all posted addenda in the proposal may cause a proposal to be deemed non-responsive to this RFP and be rejected without further evaluation. A proposal may be considered non-responsive if conditional, incomplete, if it contains alterations of form, or other irregularities that may constitute a material change to the proposal.

MPWMD reserves the right to reject any and all proposals. 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. 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.

## 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.

MPWMD will not compensate any Proposer for the cost of preparing the 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.

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

- Please note the insurance requirements.
- A Contractor shall disclose in its proposal any actual or potential conflicts of interest and existing business relationships it may have with MPWMD.

- CPI increases will be at the discretion of the CFO and are to be negotiated in advance of any contract renewal.
- No change in personnel assigned to the project will be permitted without the written approval of the Project Manager.

The contract agreement will be for Tasks 1 through 5, and one year of on-call support that is renewable 3 times at the option of MPWMD. Consumer Price Index increases will be at the discretion of the CFO and are to be negotiated in advance of any contract renewal.

[https://mpwmd-my.sharepoint.com/personal/mhamilton\\_mpwmd\\_net/documents/admin/rfps/cad/rfp\\_autocad.docx](https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/admin/rfps/cad/rfp_autocad.docx)



Exhibit 1 Sample Agreement

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**AGREEMENT BETWEEN THE  
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND  
XXX  
FOR PROFESSIONAL SERVICES TO PROVIDE  
DRAWING SUPPORT SERVICES**

THIS AGREEMENT is entered into this XXX day of XXX, 2023, by and between XXX, 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 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 B**, Work Schedule, and consistent with the professional skill and care ordinarily provided by engineering professionals practicing in the State of California under the same or similar circumstances.

**SECTION III COMPENSATION**

**A. FEE SCHEDULE**

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

**B. METHOD OF PAYMENT**

Payment of fees shall be based on work completed, as documented in monthly billings submitted by Consultant. Monthly billings shall include previously invoiced total, current invoice amount, and remaining budget. Work reports shall be rendered in accordance with the schedule shown in **Exhibit B**, 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.

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 thirty (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 \$XXXXXX.**

### 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 B**, Work Schedule, 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 IV 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 V 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), and 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). Portable Document Format (PDF) files shall be delivered in a searchable format.

Consultant may retain copies for Consultant's own use.

## SECTION VI RESPONSIBILITIES

- A. Consultant represents that Consultant has or will secure at Consultant's 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

Consultant's employees and subcontractors, and shall determine the method of performing the services hereunder.

- B. Upon request, MPWMD shall provide Consultant with all relevant data and studies in its possession without charge. Consultant represents that Consultant is familiar with such materials provided by 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 Services.
- 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 Consultant's 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.
- G.

#### 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 Consultant's 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 VII.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.

#### 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 Consultant Budget and Fee Schedule (Exhibit C) 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, subcontractors 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, subcontractors 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 Consultant 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 III, 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 contractors 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 contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors 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 Consultant 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 Consultant 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 Consultant 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:                    Simona Mossbacher  
                                 Monterey Peninsula Water Management District  
                                 P. O. Box 85  
                                 Monterey, CA 93942-0085

CONSULTANT:        XXXXXX  
                                 XXXXXX

#### SECTION XVI AMENDMENTS

This Agreement together with **Exhibits A, B, C, D, E, and F** set 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.** Work Schedule
- Exhibit C.** Budget and Fee Schedule
- Exhibit D.** Insurance Requirements
- Exhibit E.** Drug Free Workplace Certification
- Exhibit F.** Data and Software Delivery Formats

**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**

\_\_\_\_\_ **Date** \_\_\_\_\_

**BY: David J. Stoldt, General Manager**

**CONSULTANT**

\_\_\_\_\_ **Date** \_\_\_\_\_

**BY:**

**FEDERAL TAX IDENTIFICATION NUMBER:**



EXHIBIT A – SCOPE OF WORK

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EXHIBIT B – BUDGET AND FEE SCHEDULE

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EXHIBIT C – WORK SCHEDULE

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## EXHIBIT D – INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
  - A.  Professional Liability Errors & Omissions
  - B.  Workers Compensation and Employers Liability
  - C.  Automobile Liability - "Any Auto - Symbol 1"
  - D.  Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
  - E.  Owners & Contractors 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 \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee'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 Subgrantee'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 all Subgrantees 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.  Premises and Operations
    2.  Products and Completed Operations
    3.  Explosion Collapse and Underground
    4.  Broad Form Blanket Contractual
    5.  Broad Form Property Damage
    6.  Personal Injury, A, B & C
    7.  Employees named as Persons Insured
    8.  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 Subgrantee 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 Subgrantee 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.

## EXHIBIT F – DATA AND SOFTWARE DELIVERY FORMAT

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.

AutoCAD deliverables shall be transmitted electronically and shall include external references, fonts, plot configuration files, and a transmittal report.

EXHIBIT G – SPECIAL CONDITIONS (*optional*)

Permit conditions, grant conditions, etc.,

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