



Request for Proposals for Development of a New Urban Water Management Plan

FOR THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

PROPOSALS DUE
Monday April 15, 2025
2:00 p.m.

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

March 11, 2025

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Purpose

The Monterey Peninsula Water Management District (MPWMD) is requesting proposals from qualified consultants to prepare the MPWMD's 2025 Urban Water Management Plan (UWMP) in compliance with the California Urban Water Management Planning Act as codified in the California Water Code Section 10610 *et seq.* (Act) and the Department of Water Resources' (DWR) 2025 Urban Water Management Plan Guidebook for Water Suppliers (Guidebook). The Guidebook is estimated to be released one year in advance of the 2025 UWMP due date of July 1, 2026.

MPWMD is a wholesale supplier of over 3,000 acre-feet (AF) per year of indirect potable reuse urban water supply and is required by the Act to develop and adopt an Urban Water Management Plan.

MPWMD was formed by the California Legislature on June 6, 1978, under enabling legislation found in West's California Water Code, [Appendix Chapters 118-1 to 118-901](#). The enabling legislation granted MPWMD powers, including enactment of rules and regulations found on our website, [Rules & Regulations – Monterey Peninsula Water Management District](#). Our existing rules include water conservation and rationing.

This RFP work scope includes all necessary analyses, research, development, and documentation preparation to meet the DWR mandates for the 2025 UWMP. The selected Consultant shall provide the full range of services for UWMP development including, but not limited to:

- Population and demographics data gathering and analysis
- Climate change impact analysis
- Consumption data gathering
- Water supply reliability assessment
- Drought risk assessment
- Water shortage contingency planning (WSCP) and demand management measure analysis based on existing MPWMD rules

The Consultant will coordinate with MPWMD staff on key sections of the UWMP and submit the adopted UWMP using the system established by DWR. Additionally, the Consultant may assist with making the required notifications to other local agencies and public hearing notifications as specified by the UWMP Act.

Background

MPWMD is a public agency whose functions include:

- Augmenting the water supply through integrated management of ground and surface water
- Promoting water conservation and the efficient use of water
- Advancing water reuse and reclamation of storm and wastewater

The jurisdictional area includes the cities of Carmel-by-the-Sea, Del Rey Oaks, Monterey, Pacific Grove, Seaside, Sand City, the Monterey Peninsula Airport District, and portions of unincorporated Monterey

County including Pebble Beach, Carmel Highlands, Carmel Valley, Monterra Ranch, Laguna Seca, Hidden Hills, and Pasadera.

Historically there were two sources of water supply on the Monterey Peninsula, the Carmel River and the Seaside Groundwater Basin. In 1995 the State Water Board issued a Cease and Desist Order for illegal diversions from the Carmel River by the water retailer California American Water (Cal-Am). In 2006 the Seaside Groundwater Basin was adjudicated. Legal water supply from existing sources was reduced by approximately 65% from the 1995 produced supply to January 1, 2022 when both actions' water supply limits were met.

In the late 2010's MPWMD developed an indirect potable reuse (IPR) project with the largest regional wastewater agency, Monterey One Water (M1W). The IPR project, Pure Water Monterey (PWM), provides 3,500 AF per year of potable urban water supply. MPWMD purchases PWM water from M1W and sells it to Cal Am; this transaction predicated the need for creation of this UWMP. Cal-Am produces the water as retail urban water supply. A PWM Expansion project is currently being constructed and will soon provide an additional 2,250 AF per year of potable water supply.

Scope

The Consultant will ultimately be responsible for writing the District's UWMP under the criteria provided by DWR in the Urban Water Management Plan Guidebook 2025 (Guidebook), and will be responsible for ensuring that the UWMP meets all requirements therein to satisfy the District's obligations under the Act.

The Scope of Services includes, but is not limited to, the tasks below, and any other tasks necessary to complete the 2025 UWMP and receive approval from the DWR:

1. Kick-off meeting with MPWMD staff to review the scope of services, identify initial data needed to begin work and methods to obtain data, and develop a detailed work plan and schedule. The kick-off meeting may be done in person or via video conference as appropriate.
2. Meet with staff at a bi-monthly or as needed meeting to provide a status report. Meet with key staff members on the plan elements and requirements.
3. Update the UWMP outline developed using the 2020 Guidebook with the 2025 Guidebook. Please note the outline is only the document framework.
4. Gather data required to prepare the 2025 UWMP including the introduction, table of contents, background, purpose, summary of UWMP requirements and basis for preparing plan.
 - a. Work with staff to define, obtain, and receive approval for data required by the code and 2025 Guidebook.
5. Write the UWMP sections required for urban water wholesale suppliers meeting all requirements of code and the 2025 Guidebook. Required sections may include, and are not limited to:
 - a. Introduction and Outreach.
 - b. Plan Preparation, Basis for Preparing the Plan.
 - c. System Description, General Description, Map, Climate, Population, Demographics, Land Use.
 - d. Water Use Characterization, Past and Current Water Use, Projected Water Use, Water Year Types, Climate Change.

- e. Water Supply Characterization, Overview, Recycled Water, Coordination, System Description, Recycled Water Projects, Water Exchange and Transfer Opportunities, Desalinated Water Opportunities, Future Water Projects, Summary, Special Conditions, Climate Change Effects, Climate Change Effects, Regulatory Conditions and Project Development, Other Locally Appropriate Conditions, Energy Intensity.
 - f. Water Service Reliability Assessment, Constraints, Year Type Characterization, Supply and Demand Comparison, Description of Management Tools and Options.
6. Review and prepare the UWMP Drought Risk Assessment, Water Shortage Contingency Plan, and Demand Management Measures requirements.
 - a. Propose the most efficient means to utilize MPWMD's Regulation XV Monterey Peninsula Water Conservation and Rationing Plan Rule to meet those sections' requirements.
 - b. Create a cross-reference table for matching sections.
 - c. Review any UWMP requirement gaps with MPWMD.
 - d. Obtain staff approval and prepare the required sections.
7. Complete and submit a Preliminary Draft UWMP for staff review and approval in electronic format, pdf and Microsoft Word.
 - a. Complete and include all necessary tables, forms, and displays per DWR requirements.
 - b. Include a table of contents, list of figures, list of tables, and acronyms sections.
 - c. Ensure that the UWMP addresses the requirements of the latest code and the 2025 Guidebook.
8. With staff, coordinate outreach to community stakeholders and water agencies meeting all requirements.
 - a. Prepare public notices.
 - b. Plan submittal to all appropriate State, local agencies, and stakeholders; and public availability as required.
 - c. Document outreach activities.
9. In conjunction with District staff, prepare and present up to two (2) presentations to the Board of Directors and the public at regularly scheduled Board and/or Committee meetings, either in person or via video conference as required. The purpose of these presentations will be to solicit Board and public input well in advance of developing a final draft UWMP.
10. Update the Preliminary Draft UWMP based on staff comments and create Board Draft UWMP.
 - a. Update the Coordination and Outreach section
 - b. Complete DWR's checklist to include appropriate UWMP page numbers.
 - c. Submit the Board Draft UWMP in electronic format, pdf and Microsoft Word.
11. In conjunction with staff, coordinate the 2025 UWMP adoption
 - a. Assure notice of public hearing requirements are met.
 - b. Prepare and present the UWMP, WSCP, and supporting information to the Board and the public for adoption. Presentation may be in person or via video conference.
 - c. Document public outreach and board adoption from the meeting.
12. Prepare Final Adopted 2025 UWMP making any necessary revisions from the Board meeting.
13. Obtain staff approval to submit in electronic format (pdf and Microsoft Word) of the Final Adopted 2025 UWMP and submit.

The Consultant will work under the direction of MPWMD staff. All work performed by the consultant must have prior District approval. MPWMD staff will provide background technical and planning information to assist them in completion of the UWMP.

Additional scope or tasks should be included as Optional.

Proposal Instructions

Point of Contact

All interested parties regarding this solicitation shall notify the Project Manager in writing, email is preferred, 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 ensure the confirmation is received.

Project Manager: Maureen Hamilton
 District Engineer
 mhamilton@mpwmd.net

Schedule

Task	Date
Issue RFP	March 11, 2025
Questions Due	April 7, 2025
Proposals Due	April 15, 2025
Proposal Review and interviews	April 15-May 15, 2025
MPWMD Board Consideration	June 16, 2025
Estimated notification and contract conveyance	June 17, 2025
Estimated start date	June 30, 2025

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/>

It is the responsibility of each Consultant 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 Consultant 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 by email. Questions submitted after the Questions Due Date will not be answered.

Answers will be communicated to all known interested parties after the Questions Due Date given in the Schedule. Questions and answers will be communicated via Addenda to this RFP and parties on the email notification list will be emailed. 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.

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

The submission shall be labeled "MPWMD 2025 UWMP Proposal".

MPWMD will not be responsible for proposals that are delinquent, lost, or incorrectly submitted. MPWMD will not compensate any Consultant 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. Consultant 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 Consultant has received and reviewed all addenda.

Please include the following contact information

1. Legal name and address of the company.
2. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
3. Name, title, address, email, and telephone number of person to contact concerning the Proposal.

The Consultant shall certify that it has fully read the RFP and takes no exceptions to this RFP. If the Consultant does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and explained.

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 Consultant's responsibility to ensure delivery of the proposals. A confirmation email can be sent for Consultants that supply the project manager with a contact and email address. If a confirmation email is not received, it is the Consultant's responsibility to contact the Project Manager.

Technical

1. Scope: Please provide ~~a summary of the scope of work as understood by the Consultant~~ any exceptions or additions to the scope of work in this RFP's Scope section. It is expected that some detail provided in the Scope section may change based on the 2025 Guidebook, which is relatively unforeseeable. The Scope and any MPWMD-approved modifications from the proposal will become attachments to the contract.
 - a. The proposal should indicate any concerns that your firm may have with language in the Sample Agreement or the Scope.
2. Schedule: The Consultant will prepare a schedule showing milestones and deliverables with start and end dates. The schedule will become an attachment to the contract and may be updated if there are delays on MPWMD's part and/or the 2025 Guidebook requires unforeseen work.

Qualifications

- List no more than five (5) reports completed for public agencies in the last ten (10) 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 subconsultants.
 - Include resumes of each person assigned to the project and the personnel roles.
 - Include a statement that the consultant will not substitute listed key personnel without approval by the District.
- Provide specific information on 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

Consultant shall price the cost of work based on the Scope outlined in this RFP.

- The proposal shall indicate the compensation structure for performing specific services identified in Scope (e.g. hourly or lump sum) for each Task.
- Hourly estimates shall include staff role, hour estimate, and rate.

Optional tasks or scope should be priced and labelled as Optional.

The Hourly and Lump Sum 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. Rates shall include all markup, overhead and profit for the work. Rates shall remain valid over the lifetime of the contract; if rates are expected to change with the calendar year, the new calendar year rates with hourly estimates must be provided in the price proposal.

All other services not included herein shall be negotiable as required. Consultant shall include a fee schedule with the fee proposal that shall become part of the contract.

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

Proposal Evaluation

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

- Report preparation qualifications and experience
- References
- 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 during the week stated in the Schedule section of this RFP. The interview session will not exceed one hour per firm. The costs of attending any interview are the Consultant's responsibility. No Consultant shall be entitled to or otherwise guaranteed an interview with MPWMD.

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

Agreement to Terms and Conditions

By submitting the proposal, the Consultant 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 Consultant 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 Consultant must be willing to accept the attached Professional Services Agreement without exception.

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/water management/water regulation/uwmp/rfp/rfp_uwmp 2025.docx](https://mpwmd-my.sharepoint.com/personal/mhamilton_mpwmd_net/documents/water%20management/water%20regulation/uwmp/rfp/rfp_uwmp%202025.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

BY: David J. Stoldt, General Manager

CONSULTANT

BY:

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.