



## **REQUEST FOR PROPOSALS**

### **INVITATION TO SUBMIT PROPOSAL FOR THE WATER YEAR 2021 ANNUAL REPORT FOR THE PASO ROBLES SUBBASIN GROUNDWATER SUSTAINABILITY PLAN**

The City of Paso Robles invites qualification statements and competitive proposals to provide professional engineering/hydrogeology consulting services for the Paso Robles Subbasin for development of the Water Year 2021 Annual Report to DWR for the Paso Robles Basin Groundwater Sustainability Plan (GSP). The selected Consultant shall provide all engineering/hydrogeology and related services required for this project under the supervision of the City of Paso Robles through coordination with the GSA partners.

All proposals must be received no later than **5 p.m. on September 30, 2021**, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.

## I. SUBMITTAL DATA

**Twelve (12) copies of all proposals must be received by mail, recognized carrier or hand delivered, no later than 5 p.m. on September 30, 2021, at the Public Works Department, City Hall, 1000 Spring Street, Paso Robles. Late proposals will be returned unopened.**

Please note on the envelope “Proposal to provide professional engineering/hydrogeology consulting services for the Paso Robles Subbasin for development of the Water Year 2021 Annual Report to DWR for the Paso Robles Basin Groundwater Sustainability Plan (GSP)”

Costs of the preparation of the proposals will be borne by proposer.

This request does not constitute an offer of employment or a contract for services.

The City may cancel this solicitation at any time without obligation to any person or firm.

All proposals will become the property of the City of Paso Robles.

Any proprietary information contained in the proposal should be clearly identified and may be subject to disclosure pursuant to the California Public Records Act (See Section IX).

All proposals shall comply with current federal, state, and other laws relative thereto.

The contract shall be made in the form adopted by the City of Paso Robles (Section VII).

**All questions and correspondence should be directed to the City’s project manager:**

Christopher Alakel, Interim Public Works Director  
City of Paso Robles - City Hall  
1000 Spring Street  
Paso Robles, CA 93446  
805-237-3861  
e-mail: calakel@prcity.com

Any proposer seeking clarification of information contained in this Request for Proposals may submit written questions as directed below prior to September 20, 2021. Questions received after this date will not receive a response.

**The City will not hold a pre-proposal conference.**

## II. INTRODUCTION

The City of El Paso de Robles invites qualification statements and competitive proposals to provide professional engineering/hydrogeology consulting services for the Paso Robles Subbasin for development of the Water Year 2021 Annual Report to DWR for the Paso Robles Basin Groundwater Sustainability Plan (GSP).

The objective is to select a Consultant familiar with the Sustainable Groundwater Management Act, and who can work with a group of GSAs with disparate interests to successfully develop the Water Year 2021 Annual Report to DWR for the GSP. Consultant must have the capability to apply that knowledge to the administration of the GSP reporting requirements.

The City will act as the lead contracting Agency representing the four (4) GSAs in the Paso Robles Subbasin. The following GSAs have entered into a Memorandum of Agreement to develop a Cooperative Committee for the purpose of complying with certain SGMA requirements: the City of Paso Robles, the County of San Luis Obispo, the San Miguel Community Services District and the Shandon-San Juan Water District. Coordination with these agencies is a required part of Annual Reporting for the Paso Basin.

### **III. REQUIRED PROPOSAL FORMAT**

**A qualifying proposal must address all of the following points and may not exceed 30 pages:**

1. Cover Letter/Introduction (where the term “firm” is used it may apply to a single firm or a team of firms making the proposal)
  - Discuss your firm’s major focus (administration, law, engineering, hydrogeology, etc.).
  - Describe your firm’s ownership structure, including information with respect to financial resources/stability and length of time in business.
  - Present your understanding, in non-technical language, of the project, the services requested, and your firm’s proposal for meeting the City’s and the GSAs’ needs.
  - The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
  - Name, address, telephone number and email address for a person the City may contact for further information or to schedule an interview, at the City’s and the GSA’s discretion.
2. Qualifications
  - Describe your firm’s experience with respect to EACH requested discipline. Include discussion of unique qualifications that set your firm apart from others.
  - Describe your firm’s technology, capabilities, and innovations in GSP development, hydrogeology, geology, engineering, etc.
  - Outline in detail any other recommended services or activities that your firm can provide to meet and support the Water Year 2021 Annual Report development.
3. Staffing
  - Identify the individuals proposed for the client team. At a minimum, the proposal should name the project team. Provide a resume or statement of qualifications and references from at least two previous projects for each person.
  - Include alternates for individuals proposed for key positions.
  - Describe tasks for which each person would be responsible.
  - Identify any subcontractors and tasks for which they would be responsible. Provide information required under “Qualifications,” above, for each subcontractor.

#### 4. Fee Proposal

- Provide a fee proposal covering all required services and a second fee proposal covering all required services plus any proposed additional services or tasks.
- Provide an overall breakdown of cost estimates for each service your firm would provide under this program. NOTE: no expenses for travel, lodging or meals can be included in the cost proposals.
- Itemize your firm's fee schedule. Identify follow-up consultation and services available after completion of the Water Year 2021 Annual Report development (all such services are optional and not part of the base proposal).
- Include hourly rates and rates for additional services, if different.
- Include an estimate of monthly reimbursable expenses for the duration of the project, with the exception of travel-related expenses specifically excluded above.

#### 5. Contract Terms

- The Water Year 2021 Annual Report for the GSP must be completed in all respects by March 9, 2022 and uploaded to the DWR SGMA Portal by March 31, 2022. Additionally, the Monitoring Network Upload (Optional Task) for Fall 2021 and Spring 2022 data must be completed by January 1, 2022 and July 1, 2022, respectively. After the submittal to DWR, any questions from DWR related to the Water Year 2021 Annual Report will be addressed, see Section VI – Scope of Services Required for details.
- The initial term of the contract shall be one (1) year with an option to extend for four (4) additional one-year periods through the next four (4) annual water report updates.
- Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.
- The City acts as the contracting agent on behalf of the Cooperative Committee and shall follow its own procurement policies in the engagement of consultant(s).
- The Cooperative Committee shall be included in the selection of any consultant retained by the City on behalf of the Cooperative Committee. More specifically, staff representatives from each of the Parties shall be given an opportunity to review and approve all requests for proposals prior to their release and to participate in the various stages of the selection process, including, but not limited to, review of proposals and participation on interview panels. In addition, the City shall not issue a notice to proceed to any selected consultant until the Cooperative Committee has confirmed the consultant and related contract.
- The Cooperative Committee may request that the City terminate a consultant contract entered into on behalf of the Cooperative Committee subject to and in accordance with the terms specified in the contract.

- All consultant contracts entered into by the City on behalf of the Cooperative Committee shall include the following: (A) a provision that the consultant shall not commence work until a notice to proceed is issued and acknowledgement that a notice to proceed will not be issued until the Cooperative Committee confirms the consultant and contract; (B) a provision requiring that the consultant name each Party, its employees, officers and agents as an additional insured; and (C) an expected spend plan estimating the amount of the not to exceed contract amount that the consultant expects to invoice the City each month.
- Upon receipt of each invoice from a consultant retained on behalf of the Cooperative Committee, the City shall calculate each Party's payment obligation based on the percentages set forth in Section 4.6 or Section 4.7, as applicable, or on the percentages approved by each Party as set forth in Section 5.3, depending on the Fiscal Year. The City shall submit an invoice to each Party showing the foregoing calculation, and each Party shall remit payment to the City within thirty (30) days.

#### 6. References

- Provide a minimum of five (5) references for similar services performed for local government agency clients within the last three (3) years.
- Include:
  - Client name
  - Project description
  - Service dates (starting and ending)
  - Client project manager name, telephone number and email address

#### 7. Disclosures

- Proposers must include a complete disclosure of any litigation, arbitration or claims proceedings which presently involve the Proposer or in which the Proposer has been involved in the past five (5) years.

### **IV. EVALUATION CRITERIA AND SELECTION PROCESS**

Award will NOT be made on price alone but on all the factors noted in this RFP.

Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A consultant will be chosen upon review of the proposals by a committee comprised of representatives from the GSA partners ("Committee"). The Committee's recommendations will be presented to City staff and then to the City Council for final selection and award of contract. The City will not issue a notice to proceed until the Committee has confirmed the consultant and related contract. (A1)

The Committee will evaluate all proposals received in accordance with the evaluation criteria. The City and Committee reserve the right to weight the criteria depending upon importance at their discretion. The City shall not be obligated to accept the lowest priced proposal but will make an award in what it determines to be the best interests of the City and GSA partners after all factors have been evaluated.

The Committee will evaluate the proposals based on the following criteria:

1. Responsiveness to Request for Proposal
2. Project Approach
3. Firm's record of providing successful completion of similar projects
4. Qualifications of personnel proposed for the project
5. Exceptions to Scope of Services and/or Professional Services Agreement
6. Cost, including fees and reimbursables (not to include travel, lodging or meal expenses)

The City and Committee may conduct interviews as part of the selection process, anticipating the first week following the proposal deadline. Attached is a draft timeline for the project, and proposers should identify if they have a different timeline, or if there are any issues with completing the report in time to submit to DWR. If scheduled, the oral interview will be a question-and-answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.

The City and Committee reserve the right to contact and evaluate the Proposers' references, contact any Proposer to clarify any response, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the City and Committee deem pertinent to the evaluation process.

The City and Committee reserve the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the City and Committee identify other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate City officials and the Committee.

The City and Committee reserve the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the City or GSA partners to award a contract. City and Committee expressly reserve the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the City and GSA partners in evaluation of the proposal.

## **V. PROJECT OBJECTIVES**

The Consultant selected will ensure professional engineering/hydrogeologic and related services for the Paso Robles Subbasin for development of the Water Year 2021 Annual Report to DWR for the Paso Robles Basin Groundwater Sustainability Plan (GSP). All work product produced pursuant to such services must comply with all applicable federal, state, and local laws and regulations.

## **VI. SCOPE OF SERVICES REQUIRED**

## **PASO ROBLES SUBBASIN GSP 2021 ANNUAL REPORT**

Section 356.2 of the Sustainable Groundwater Management Act (SGMA) Emergency Regulations outlines the requirements of the Groundwater Sustainability Plan (GSP) Annual Report, which must be submitted to DWR by April 1 of each year following the adoption of the GSP. The groundwater level and aquifer storage data that is reported in the GSP is current through 2016 and the first Annual Report (covering Water Years 2017, 2018 and 2019) and Water Year 2020 Annual Report have included updates through Water Year 2020. It is important to note that the regulations require that the components of the report be based on the preceding water year, which covers the period of October 1 to September 30. However, since the water level readings by the County are typically performed in April and October of each year, the Water Year 2021 Paso Robles Basin Annual Report should include water level data from November 1, 2020 through October 31, 2021.

The annual report must meet SGMA GSP regulatory requirements, including but not limited to SGMA GSP Article 5 - Plan Content and Article 7- Annual Reports and Periodic Evaluations related to plan implementation, as well as the reporting standards as discussed in the SGMA GSP regulations, Article 3 -Technical and Reporting Standards.

The annual report must include the following components (numbering system follows the format and convention of the regulations):

- a. General information, including an executive summary, a location map of the basin, introduction, background, basin setting, methodology of data collection with QA/QC, data results, data analysis/interpretation with a discussion on how this data shows progress towards a sustainable groundwater basin and meets the measurable objectives and minimum thresholds for each undesirable results as discussed in the GSP, and a supporting conclusion with recommendations.
- b. A detailed description and graphical representation of:
  1. Groundwater elevation data from monitoring wells in the Plan network analyzed and displayed as follows:
    - A. Groundwater elevation contour maps for each principal aquifer (the principal aquifers in the Paso Basin are the Alluvial Aquifer and the Paso Robles Formation Aquifer). The maps must illustrate the seasonal high and seasonal low groundwater conditions. NOTE: Although the report is intended to cover the water year from October 1 through September 30, the fall water level readings by the County are typically performed in October of each year, so the 2021 Paso Robles Basin annual report (and subsequent reports) should include water level data from November 1 through October 31.
    - B. Hydrographs of groundwater elevations. It is assumed that this task would update the existing hydrographs presented in the GSP with data through October 2021. (Note: The GSP contains well hydrographs that will need to be updated).
  2. Groundwater extraction for the preceding water year, including use by water sector, method of measurement, accuracy of measurements, and a map showing the general location and volume of extractions.

3. Surface water supply used or available for use, for groundwater recharge or in-lieu use, based on quantitative data that describes the annual volume and sources for the preceding water year.
  4. Total water use, by water sector, water source type, method of measurement, and accuracy of measurements.
  5. Change in groundwater in storage, including:
    - A. Change in groundwater in storage maps for each principal aquifer.
    - B. A graph showing water year type, groundwater use, annual change in storage, and cumulative change in storage. NOTE: change in groundwater in storage for the basin is based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year. Although the change in storage may be determined through use of the existing model, the Paso Robles SubBasin GSAs have determined that the model must be updated and recalibrated before it can be used to reliably calculate the change in storage. Since the Paso Basin model will not be updated and recalibrated in time for this Water Year 2021 Annual Report, the Consultants should utilize a methodology whereby the change in groundwater in storage would be calculated through GIS calculation of volume change based on the water elevation contour maps, factored by the average storage coefficient (S) value assumed by the existing GSP groundwater model. The average storage coefficient (S) values will be provided to the Consultant.
  6. The report appendices shall include the following data, but not limited to, the Groundwater Monitoring Program Well Information, Field Logs; Field Methods; Hydrographs, Precipitation and Streamflow Data; Groundwater Storage Calculation Example and Specific Yield Estimates; and data used to prepare for the groundwater storage and water budget (i.e., Agricultural Water Use Estimate, Land Use, Water Use Areas, and etc.).
  7. The Consultant will prepare a Groundwater Storage Sensitivity Analysis which will provide potential sources of error, data gaps and other issues which should be considered when assessing the information contained in the Annual Report. The Groundwater Storage Sensitivity Analysis shall be included in the Annual Report and provided as an appendix.
- c. A discussion describing the progress towards a sustainable groundwater basin by implementing the GSP, including achieving interim milestones, and implementation of projects or management actions.
  - d. Perform general project management and coordination activities including progress reports; cost, budget, and schedule tracking; and status updates.
  - e. The Consultant shall be responsible for submitting the FINAL Annual Report to the DWR in accordance with the agency's requirements. It is anticipated that this work item will require that the Consultant upload the FINAL Annual Report to the DWR SGMA Portal, including but not limited to, providing additional documentation and input, as required to complete the DWR SGMA Portal upload process.
  - f. Deliverables and Meetings will include the following:

1. Attend up to five (5) GSA staff meetings (not public), including one (1) kick-off meeting to be held a week after the contract is signed. Consultant to prepare all Annual Report meeting materials and provide meeting minutes on the Annual Report.
2. Submit an Administrative Draft Report for review and approval by the GSA staff members and the four (4) GSAs overlying the Paso Basin. Address comments received on the administrative draft.
3. Prepare Draft Report with GSA's Project Manager's written approval. Submit the Draft Report for review by the Paso Basin Cooperative Committee and public. Consultant to document and address all comments received on the Draft Report to be published, including all comments received from the GSAs webpages, emails, meetings, and workshops during this process.
4. Facilitate and lead a public workshop on the Draft Report, prepare meeting materials and presentation, and present the Draft Report. Consultant to document and address all comments received. The workshop should follow a Paso Basin Cooperative Committee meeting (likely to be located at the City of Paso Robles Council Chambers). Consultant will coordinate meeting details with GSA staff. Meeting noticing will be performed by GSA(s) staff.
5. Attend up to two (2) Cooperative Committee meetings, prepare and present meeting material on the Draft Annual Report (one meeting will be a summary of the published Draft Report before the workshop and the other meeting will be an introduction/status update), and receive all comments on the Water Year 2021 Annual Report at the Paso Basin Cooperative Committee meeting. Consultant to document and address all comments received.
6. Prepare the Final Report with GSA's Project Manager's written approval. Final Report to include Consultant's professional stamp and signature and signature blocks for each GSA signature/date.
7. During DWR's Annual Report review process, the Consultant will attend up to two (2) meetings, address questions, and perform revisions to the Final Report to address DWR's questions.

**Optional Tasks:** Consultant to prepare optional costs to be included in the proposal.

1. Upon written approval from the GSA's Project Manager, the Consultant shall prepare material from the GSP monitoring network reflecting two static groundwater elevation readings per year, representing the seasonal low and seasonal high groundwater conditions in the basin, and submit them to the Department electronically (23 CCR § 354.34(c)(1)(B) and § 354.40) by the Department's deadlines. The Department has historically defined the seasonal high measurement as Spring, with a reading submitted by July 1<sup>st</sup>, and the seasonal low measurement as Fall, with a reading submitted by January 1<sup>st</sup>. The Spring 2021 measurements have already been uploaded; this Optional Task is for submittal of the Fall 2021 and Spring 2022 groundwater level measurements. Future Annual Reports will have similar corresponding monitoring network uploads (e.g., Water Year 2022 Annual Report will include task for uploading water level data for Fall 2022 and Spring 2023).
2. Upon written approval from the GSA's Project Manager, the Consultant shall prepare additional material for the annual report to address DWR's questions. This includes one (1) round of revisions and attending up to two (2) GSA staff meetings. If required, this work shall be paid for in accordance with the Consultant's schedule of fees, which shall be included in the Proposal.

**Timeline** - To meet SGMA requirements and submit the Annual Report to the Department of Water Resources (DWR) by March 31, 2022. Please provide a timeline of the proposed Annual Report to be submitted to the DWR by March 31, 2022 and incorporate necessary time for review and four GSAs to approve the Annual Report for submittal to DWR. Key milestone to include is the Draft Annual Report must be completed and published by February 4, 2022.

## **VII. CONTRACT FORM**

The final contract between City and the successful Proposer shall be set forth in a Professional Services Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the Agreement is attached hereto as Attachment 1 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

## **VIII. PRICE VALIDITY**

Prices provided by Proposers in response to this RFP are valid for 90 days from the Proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

## **IX. CONFIDENTIALITY**

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either City and the successful proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

Attachment – Tentative timeline

## ATTACHMENT 1

### **CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the City of El Paso de Robles, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1000 Spring Street, Paso Robles, CA 93446 ("City"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### **RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Professional engineering/hydrogeology consulting services for the Paso Robles Sub-basin for development of a Groundwater Sustainability Plan (GSP) (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

D. The Consultant will work contractually for the City, but will be serving the Cooperative Committee and the constituent GSAs. The agencies, in addition to the City of Paso Robles (City), participating in the Project include San Miguel Community Services District (SMCSD), Shandon-San Juan Water District (SSJWD) and the County of San Luis Obispo (County) (collectively called "GSP Partners").

#### **AGREEMENT**

##### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **[Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." **[Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]**

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ **[Insert amount of compensation]**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. Consultant shall prepare and deliver to City within five (5) days of City's request, an expected spend plan estimating the amount of the total not-to-exceed value of this Agreement identified above that Consultant expects to invoice the City for each month during the term of this Agreement.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **[Insert Term or Time of Performance].**

**[If engaging the Consultant for a particular term, use the following provision]**

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

The Parties may, by mutual written consent, extend the term of this Agreement for four (4) additional one-year periods through the next four (4) annual water report updates.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give the City, each of the GSP Partners and all of their respective officials, officers, employees, agents and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give the City, each of the GSP Partners and all of their respective officials, officers, employees, agents and designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>	
Commercial General Liability	\$1,000,000	per occurrence/ \$2,000,000
aggregate		for bodily injury, personal injury, and
property		damage

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant

or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, each of the GSP Partners and all of their respective officials, officers, employees, agents and designated volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, each of the GSP Partners or any of their respective officials, officers, employees, agents and designated volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration

and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**[Delete the following provision and renumber all further provisions, if not applicable.]**

15. City Material Requirements.

Consultant is hereby made aware of the City's requirements regarding materials, as set forth in **[Insert the name of the document that contains the City's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Luis Obispo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign \_\_\_\_\_ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of El Paso de Robles  
1000 Spring Street  
Paso Robles, CA 93446

Attn: [\*\*\*INSERT NAME &  
DEPARTMENT\*\*\*]

CONSULTANT:

[\*\*\*INSERT NAME, ADDRESS & CONTACT  
PERSON\*\*\*]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EL PASO DE ROBLES  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Ty Lewis  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melissa Boyer  
City Clerk

CITY ATTORNEY APPROVAL:

By: \_\_\_\_\_  
City Attorney

REVIEWED:

By: \_\_\_\_\_  
City Project Manager

EXHIBIT A  
Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Task Name	Start Date	End Date
PBCC approve consultant, recommend City award contract	Wednesday, October 27, 2021	Wednesday, October 27, 2021
City Council awards contract (Nov 2 or Nov 9)	Tuesday, November 2, 2021	Tuesday, November 9, 2021
NTP	Wednesday, November 10, 2021	Friday, November 12, 2021
Kickoff meeting	Monday, November 15, 2021	Friday, November 19, 2021
Consultant prepares Admin Draft	Monday, November 22, 2021	Friday, December 24, 2021
GSA staff review Admin Draft	Monday, December 27, 2021	Friday, January 14, 2022
Consultants revise & provide Public Draft	Monday, January 17, 2022	Friday, January 28, 2022
GSA confirm Public Draft (minor Consultant rev if necessary)	Monday, January 31, 2022	Friday, February 4, 2022
Public Draft posted for Public Comment period	Friday, February 4, 2022	Friday, February 18, 2022
Consultant revise Public Draft & provide Final Draft	Monday, February 21, 2022	Friday, February 25, 2022
GSA confirm Final Draft (minor Consultant rev if necessary)	Monday, February 28, 2022	Wednesday, March 9, 2022
Final Draft posted, to PBCC for approval	Wednesday, March 9, 2022	Wednesday, March 16, 2022
Finalize (minor Consultant rev if necessary), GSA approve	Wednesday, March 16, 2022	Wednesday, March 30, 2022
Submit Annual Report to DWR	Thursday, March 31, 2022	Thursday, March 31, 2022
Optional task: Upload Fall 2021 data	Saturday, January 1, 2022	Saturday, January 1, 2022
Optional task: Upload Spring 2022 data	Friday, July 1, 2022	Friday, July 1, 2022

