

PROPOSAL FOR ENVIRONMENTAL SERVICES

Westlands Water District

2020-2025 San Luis Canal Pump-in Program

OBJECTIVE AND DESCRIPTION

Westlands Water District (District) is requesting proposals to prepare environmental analyses and documentation necessary to comply with the requirements of the California Environmental Quality Act (CEQA) for the San Luis Canal Pump-in Program (Project). The intent of the environmental document is to determine whether Project implementation would result in potentially significant or significant impacts to the environment and to incorporate mitigation measures into the project design, as necessary, to eliminate the project's potentially significant impacts or reduce them to a less than significant level. Based on a prior environmental document for the Project, this will likely result in an Initial Study and Mitigated Negative Declaration (IS-MND). The District will act as the lead agency for CEQA.

The purpose of the Project is to allow the water users in the District to pump up to 30,000 acre-feet (AF) of pumped District groundwater (Non-Project Water) from different existing wells within Fresno and Kings counties into the San Luis Canal (SLC), a Federally owned facility, operated by the State of California, for conveyance when the District's contract water allocation entitlement from the United State Bureau of Reclamation(USBR) is 20 percent or less, annually from 2020 through 2025. Although 30,000 AF of groundwater could be pumped into the SLC annually, the implementation of the Sustainable Groundwater Management Act (SGMA) and the Westlands Water District Groundwater Sustainability Plan (GSP) in 2020 could limit groundwater pumping quantities and locations. The groundwater would be pumped into the SLC via licensed water integration facilities located along the SLC. Only wells that produce groundwater of a quality that meets USBR SLC Water Quality Monitoring Program (based off Title 22 water quality standards) would be eligible for the Project. Such water would be conveyed for withdrawal and use on other land within the District.

Non-Project Water introduced into the SLC would either be directly delivered to agricultural users located downstream of the points of introduction or operationally exchanged with USBR for a like amount, less conveyance losses, of District's available water supplies in San Luis Reservoir (SLR). Exchanged water would either be delivered to agricultural users located downstream of the points of introduction in the District or stored in SLR as non- Project water for later delivery to the District via SLC. The District's previous 5-year Warren Act Contract (15-WC-20-4669) expired at the end of 2019. Renewal of the Warren Act Contract and relicensing of Project turnout will be executed prior to pumping Non-Project Water into the SLC.

Deadline to submit proposal is March 17, 2020 at 5:00 pm.

PROPOSAL CONTENTS

The proposal should provide adequate detail to indicate how the proposed tasks fulfill the Scope of Work. The District's standard Professional Service Agreement is provided as Appendix A. Please review to ensure that your firm can meet the terms of the agreement. The proposal should include the sections detailed below and shall be a maximum of 10 pages* (page limit does not include cover letter or resumes) and contain the following format:

| <u>Sections</u> | <u>Contents</u> |
|-----------------|--|
| Cover Letter | Transmittal and basis for selection (2 page maximum) |

1. Firm Qualifications, Project Team, and References
2. Project Understanding, Approach, and Scope
3. Project Schedule and Deliverables
4. Staffing Resources by Task and Proposed Fee
5. Resumes (2 page maximum per person)

*Excessive or generic company information will not be reviewed or considered in the evaluation and selection process.

SECTION 1: FIRM QUALIFICATIONS, PROJECT TEAM, AND REFERENCES

Firm Qualifications: Provide the history, qualifications, examples, and experience of the firm, comparable in scope to this project. Include resources available to support the firm's project team. Identify all staff and any subcontractors working on this project and their past roles in the example projects and how they will be utilized on this project. For each example, indicate whether your firm was lead or a subcontractor, members of the team that worked on the project, and the year completed.

Project Team: Include an organization chart for the project team showing the proposed principal in charge, project manager, key project staff, and subcontractors along with their proposed responsibilities. Provide the following information for each project team member: (1) role in project (2) qualification and experience specific to this project (3) statement of availability to fulfill their role in the project. Resumes may be included for the staff shown on the organization chart.

References: Provide references and contact information (address, phone number and email address) for each of the projects listed.

SECTION 2: PROJECT UNDERSTANDING AND APPROACH, AND SCOPE

Project Understanding and Approach: Provide a detailed discussion of the understanding and anticipated approach to the Project, CEQA, and other factors that are pertinent to this project. Discussion should include, but not limited to; assumptions, deliverables, QA/QC methodology, and project milestones that you envision.

Scope: Describe the scope of services for preparing environmental analysis and documentation to obtain necessary for CEQA compliance. The IS-MND will be prepared by the proposer to describe the existing environmental; analyze the potential impacts from the operation of the Project; and proposed measures to avoid, minimize, or mitigate any adverse effects to less than significant. As such, the following scope includes, but not limited to:

- Review proposed project details and supporting documentation.
- Prepare a CEQA Project Description.
- Preparation of an IS-MND, in accordance with current CEQA guidelines.
- QA/QC deliverables prior to submission to District.
- Incorporate and/or resolve comments from District staff and the public.
- Prepare and file Public Notice(s), Notice of Completion, and Notice of Determination for submittal to the Fresno and Kings Counties and the State Clearinghouse.
- Attend meetings and public hearings.

SECTION 3: PROJECT DELIVERABLES AND SCHEDULE

Project Deliverables: In this section, the proposer should include a discussion on the deliverables. All digital deliverables shall be ADA compliant.

Project Schedule: Include a preliminary schedule for the completion of the Project. The proposer shall provide a timeline outlining time required to complete each task. Show critical path elements of the project and discuss any constraints that would affect the project timeline. Assume three weeks for District staff review time of deliverables. Include the submission of deliverables, meetings, and additional milestones needed for completion. Provide a realistic timeline to complete this project assuming the project start date is April 1, 2020. The schedule shall also include a kick-off meeting, required public noticing period, and District Board meetings.

SECTION 4: STAFFING RESOURCES BY TASK AND PROPOSED FEE

Staff Time and Fee: Provide a detailed fee breakdown including the classification of each team member working on each task, billing rate, total hours/days projected for each task, indirect and direct costs, and sub consultant costs plus mark ups. This breakdown shall include fees for each individual task, total amount of labor hours, and total project cost.

DISTRICT SERVICES

The District will:

- Perform timely review, comments, directions, or approval of documents submitted by consultant.
- Pay for all filing fees.
- Provide previous IS-MND for Project.

PROPOSAL SUBMISSION AND EVALUATIONS

SUBMISSION DEADLINE

Submissions for this Request for Proposal (RFP) must be delivered no later than:

Tuesday, March 21, 2020
No later than 5:00 pm

NUMBER OF COPIES

Submit one (1) hard copy of the proposal and one (1) pdf electronic file.

DELIVERY OR MAIL ADDRESS

The delivery address to be used for all submissions is:

David Vang
Westlands Water District
3130 N. Fresno Street, P.O. Box 6056
Fresno, CA 93703-6056

SUBMISSION, QUESTIONS, AND CLARIFICATIONS

The District is not offering a pre-proposal meeting for this project. You may contact the following staff if you have any questions or require clarification on any topics covered in this RFP. After March 10, 2020, no additional questions

will be answered. Note to proposers that the discussion in the RFP is preliminary and the District assumes no contract obligation with the proposer until a contract is executed.

David Vang
Resources Engineer
Phone: 559-241-6202
Email: dvang@wwd.ca.gov

PROPOSAL EVALUATIONS

Proposal will not be accepted after the deadline, March 17, 2020.

Successful proposals will be well organized adhering to the primary objectives, and overall scope of work while providing sufficient and concise detail. The proposal shall be sealed and clearly marked with the firm's name and project description "Westlands Water District 2020-2025 San Luis Canal Pump-in Program – Request for Proposal" on the outside envelope.

The proposal shall be signed by an official authorized to bind the firm and shall contain a statement to the effect that the proposal is valid for 90 days. The District reserves the right to reject any or all proposals at their sole discretion. The final award will not necessarily be made to the lowest proposal. Other factors will be considered in awarding this project.

Selection will depend on the degree to which the proposal provides the required information. Firm and project team's qualifications include the firm's team experience and success in implementing projects similar in nature and scope to this project.

The District will award the RFP contract to the firm that:

- Adheres to project objectives in a timely matter
- Conveys an understanding of the project
- Ensures experience with similar projects
- Exhibits qualifying project staff

Submittals will be evaluated using the following criteria:

- Qualifications and Experience
- Technical Merit
- Project Conceptualization and Rationalization
- Price
- Schedule

FINAL SELECTION

Following the initial review and screening of all proposals submitted by the deadline, District staff may negotiate fees with the highest ranked firm. Upon successful negotiation, staff will make a recommendation of award to the District's Board, which will make the final decision. The District will award the contract to one firm.

COST INCURRED

This RFP does not commit the District to pay for costs incurred by the firm or its staff in the submission of a proposal.

APPENDIX A

WESTLANDS WATER DISTRICT STANDARD PROFESSIONAL SERVICE AGREEMENT

WESTLANDS WATER DISTRICT

Agreement for Professional Services

This agreement is made and entered into the ____ day of Month Year, between Westlands Water District, hereinafter called "District", and Firm's Name., hereinafter called "Consultant", for work in connection with the Project Name, described in Consultant's Scope of Work Proposal hereinafter referred to as "Exhibit A", which is attached to this agreement.

The parties agree as follows:

1. Scope of Services

Consultant agrees, during the term of this agreement, to perform the professional services set forth in Exhibit A, relating to services for the Project Name, hereinafter called "Project."

2. Compensation

A. Basic Fee: District agrees to pay Consultant compensation for its services in accordance with the Professional Fees as shown in Exhibit A. Consultant shall submit an invoice for work performed on a monthly basis. Invoices shall be mailed to: Westlands Water District, Attn: Accounts Payable, P.O. Box 6056, Fresno, CA 93703-6056. Invoices received by the 5th day of the month will be paid no later than the 21st day of the month. Invoices received after the 5th day of the month will be paid not later than the 21st day of the following month.

3. Modification

The District reserves the right to negotiate and add or delete items to this Contract as deemed necessary. If changes or other events beyond the parties' control require adjustments, the parties shall make a good faith effort to agree on all necessary particulars. Such agreement shall be put in writing, signed by both parties, and added to this agreement.

4. Indemnification

Except with regard to professional services, as provided in the paragraph below, to the furthest extent allowed by law including California Civil Code Section 2782, Consultant shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or willful misconduct of the District or any of its officers, officials, employees, agents or volunteers.

Specifically regarding professional services, Consultant shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability,

finances, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the District, Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of consultant in the performance of this Agreement.

If Consultant should subcontract all or any portion of the work to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Agreement and shall replace any other Indemnification language that has been included in any other Contract document or language.

5. Insurance

During the term of this Agreement, Consultant shall maintain certificates of insurance and policy endorsements for general liability coverage and auto liability of not less than \$1,000,000 per occurrence for bodily injury and property damage each accident limit; workers' compensation if applicable (statutory limits) and employer's liability of \$1,000,000. Certificates of Insurance shall be provided to the District prior to commencement of work on the Project. District shall also be named as an Additional Insured on general liability and automobile liability policies and written notification shall be mailed 30 days prior to any cancellation of policies thereof.

Any insurance, self-insurance or other coverage maintained by the District, its director's officers, employees, or authorized volunteers shall not contribute to Consultant's requirement to maintain insurance. The general liability coverage shall give the District, its directors, officers, employees, or authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent.

In the event that Consultant employs subcontractors as part of the work covered by the contract, it shall be the Consultant's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

6. Consultant Relationship

In the performance of work, duties, and obligations assumed under this Contract, it is mutually understood and agreed that Consultant, including any and all of Consultant's officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Furthermore, the District shall have no right to control or supervise or direct the manner or method by which Consultant shall perform its work and function. However, the District shall retain the right to administer this Contract so as to verify that Consultant is performing its obligations in accordance with the terms and conditions thereof. Consultant and District shall comply with all applicable provisions of law and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. It is acknowledged that during the term of this contract, Consultant may be providing services to others unrelated to the District or to this agreement.

This agreement does not constitute a partnership relationship. Neither party has the authority to enter into contracts on the other's behalf.

7. Termination of Agreement

With reasonable cause, either party may terminate this agreement effective immediately upon providing written notice of termination for cause. Either party may terminate this agreement at any time by giving 30 days written notice of termination. Consultant shall be entitled to full payment for services performed prior to the effective date of termination.

Mail to Client:

Westlands Water District
Attn: Russ Freeman, Deputy General Manager - Resources
P.O. Box 6056
Fresno, CA 93703-6056

Or Hand Delivery to Client:

3130 N Fresno St.
Fresno, CA 93703

Mail to Consultant:

Firm's Name
Attn: Principal's Name
Firm's Address

8. Dispute Resolution

The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

9. Assignment

Neither party may assign, transfer, or subcontract this agreement nor their rights or duties under this Contract without the written consent of the other party.

10. Severability

Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

11. Ownership of Documents

Consultant agrees to return to District upon termination of this agreement all documents, drawings, photographs and other written or graphic material, however produced, received from the District and used by Consultant in the performance of its services hereunder. All materials produced, created, generated, developed, purchased or collected by Consultant in connection with the performance of services under the terms of this agreement, including, but not limited to, reports, maps, data, exhibits are the property of the District and shall be delivered to the District upon completion of the performance of services under the terms of this agreement, or other termination of the agreement. The District shall not be limited in any way in its use of the documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk.

It is understood and agreed that the plans and specifications prepared by the Consultant under this Agreement are instruments of professional service intended for one-time use on this project only. Nevertheless, the plans and specifications shall become the property of the District upon completion of all services and receipt by the Consultant of all professional fees and reimbursements provided for hereunder. In consideration thereof, the District shall hold harmless and indemnify the Consultant from

and against any and all claims, suits, demands, damages, liabilities, losses, and costs (hereinafter "Losses "), including but not limited to reasonable attorney's fees and other costs of defense, whether attributable to bodily injury, including death, property damage, or economic or other loss, accruing or resulting to any and all persons, firms, or any other legal entity, arising out of or in any way connected with the use of the plans and specifications 1) on any project other than the project which is the subject of this Agreement or 2) for modifications to this project not specifically authorized by the Consultant in writing, excepting only those Losses for which the Consultant is found solely liable by a court or forum of competent jurisdiction.

12. Jurisdiction

Consultant shall comply with all laws, rules and regulations whether they be federal, state, or municipal, which may be applicable to Consultant business, equipment, and personnel engaged in the services covered by this agreement.

13. Agreement

This agreement will become effective when signed by both parties.

Accepted by:

Contractor:

Westlands Water District:

Authorized Signature

Jose Gutierrez, Chief Operating Officer

Print Name

Date

Title

LIST OF EXHIBITS:

Exhibit A – Scope of Work Proposal /Amendments

Taxpayer I.D.