



Request for Qualifications and Proposals for an Instream Flow Study

Released April 21, 2021

The Cambria Community Services District (“CCSD”) is requesting Statements of Qualifications (“SOQ”) and Proposals to develop an Instream Flow Study Plan (IFSP) and execute the study within the Lower San Simeon Creek Watershed. The main goal of this IFSP shall be to provide a collaborative work plan to guide the collection and analysis of high-quality science that is robust, credible, transparent, and relevant. In addition, the CCSD intends the IFSP to result in a study which satisfies the recommendations stated within the North Coast Area Plan¹.

Proposals are requested from qualified environmental consulting firms for the following tasks:

- Development of an IFSP for the San Simeon Creek that meets the standards of the California Department of Fish and Wildlife (“CDFW”) to identify instream flow criteria.
- Mobilization of a Technical Advisory Committee (“TAC”) which will ideally consist of qualified staff from California State Parks, California Coastal Commission, CDFW, County of San Luis Obispo, and the Upper Salinas Las Tablas Resource Conservation District.
- Provide assistance and guidance to CCSD staff in researching and making application to applicable grant and financing opportunities to supplement project budget.
- Preparation of a technical report summarizing the results of the Instream Flow Study (“IFS”) that will include a monitoring plan for long-term sustainable environmental stewardship.

The IFSP shall be developed in full compliance with the CDFW Instream Flow Program and consistent with the Instream Flow Incremental Methodology. In preparing the IFSP, the Consultant shall review and consider historical documents and data, including but not limited to, previous special species and habitat studies for the study area, the 2017 Subsequent Environmental Impact Report for the Sustainable Water Facility, the CCSD’s Water Master Plan, Title 4 of the CCSD Municipal Code, the 2013 Water Use Efficiency Plan, the most current CCSD Urban Water Management Plan, and other documents and data relevant to the project.

Introduction & Background

The CCSD, formed in 1976, covers approximately 8.5 square miles located on the north coast of San Luis Obispo County, approximately 35 miles north of the City of San Luis Obispo. The CCSD owns the community water system that serves approximately 3,782 residential and 228 non-residential customers. The current average annual water production is approximately 535-acre feet per year (“AFY”). The CCSD is licensed to extract 799 AFY from its three San Simeon Creek wells and 218 AFY from its two Santa Rosa Creek wells.

On November 15, 2001, pursuant to California Water Code Section 350, the CCSD declared a water shortage emergency and adopted restrictions including suspension of Intent to Serve letters for new commercial and residential projects while providing allowances for existing commitments, active service connections and

¹ North Coast Area Plan Adopted by the SLO County Board of Supervisors 9/22/1980, Resolution 80-350, Revised 10/5/2018; Page 3-27 and 7-29

other programs such as affordable housing. On January 24, 2002, the CCSD adopted Resolution 02-2002, which included findings to support the declared water shortage emergency. Since 2002, the CCSD's water system connections have only increased by 67.

The CCSD has a right to extract water from San Simeon and Santa Rosa creeks pursuant to water rights licenses issued by the State Water Resources Control Board's Division of Water Rights and subject to Coastal Development Permits issued by the California Coastal Commission in 1977 and amended in 1981. The CCSD constructed the Sustainable Water Facility ("SWF"), an indirect potable reuse facility, in 2014 pursuant to an Emergency Coastal Development Permit (E-CDP) in order to ensure that the CCSD could maintain a reliable water supply for the community.

As a condition of the E-CDP, the CCSD is required to obtain a follow-up "Regular" CDP, which has sometimes been referred to as the R-CDP, or simply the CDP. The CCSD anticipates that the CDP ultimately obtained for the SWF will establish conditions for the use of the facility, conditions associated with the CCSD's water resource extractions, conditions associated with the Adaptive Management Program, and others.

The CCSD will expect the Consultant to understand the following documents and data relating to the CCSD's water supply.

1. Water licenses and prior coastal development permits
2. Historical pumping data, including recharge of percolated wastewater adjacent to San Simeon creek
3. Agreements with other parties related to agricultural or riparian pumping
4. Reports in the 2017 SEIR regarding the SWF's source of supply, operations, injection of treated water, restrictions, permits and other relevant data
5. 2013 Water Use Efficiency Plan
6. Other plans, programs, and reports included in the attached bibliography

The Consultant's SOQ must demonstrate their ability to help the CCSD evaluate instream flow management criteria for future pumping from the San Simeon Creek aquifer. Experience working on Coastal Resource issues is essential, and experience working specifically on the San Simeon Creek watershed is preferable.

The SOQ must also demonstrate the Consultant's experience in working on instream flow management criteria that integrate conditions of Adaptive Management Programs, Habitat Conservations Plans, Coastal Development Permits, "take-permits" for endangered species and/or other similar permits, plans and work-products. The CCSD's extraction wells and SWF are in proximity, and in some cases inclusive of, endangered species, a coastal lagoon, intermittent stream pools and other coastal resources comprising Environmental Sensitive Habitat Areas (ESHA). The ability to coordinate with the CCSD's hydrologist, biologist, and other consultants on informal consultation efforts with federal resource agencies is critical to help ensure that instream flow management will be consistent with federal requirements.

Timing

The CCSD recognizes that timing to complete work efforts will depend on occurrence of appropriate stream flow conditions, available funding, and inter-agency cooperation.

Immediately upon receiving a Notice to Proceed, the Consultant will need to initiate its review of documents to prepare for meetings with CCSD staff, California State Parks, California Coastal Commission, and CDFW on topics directly pertaining to both the Instream Flow Study and CDP for the SWF. Mobilizing a Technical Advisory Committee will help efficiently facilitate these meetings.

Contents of Statements of Qualifications and Proposals

Statement of Qualifications

SOQs, as described below, are to be submitted in sealed envelopes clearly marked with the Consultant's name, address, telephone number, and e-mail address. The envelope shall be clearly identified as the "Instream Flow Study Statement of Qualifications." SOQs shall be concise, well-organized and demonstrate the Consultant's qualifications and experience relating to the proposed project. SOQs shall be submitted in hard copy and in portable document format (pdf) format when requested. At minimum, SOQs shall include the following information:

Cover Letter

- The Consultant's legal name, address, telephone number, e-mail address, and designated contact person for the remainder of the selection process;
- Statements identifying the overall qualifications of the members of the Consultant Team, including relevant experience and other evidence of the Consultant's ability to meet the CCSD's needs associated with the Instream Flow Study and CDP.

Statement of Qualifications

- Brief description of the Consultant's firm, including the year it was established, the type of organization (partnership, corporation, etc.) and a listing of the proposed project personnel, including personnel experience and resumes for prime consultants and sub-consultants. Emphasis should be given to highlighting work completed for comparable public agencies.
- Description of Consultant and sub-consultant experience with preparation of an Instream Flow Study, Habitat Assessment, or other related work. Please include names, current telephone numbers and e-mail addresses of references for existing and past public agency clients.
- Description of Consultant and sub-consultant experience with preparation of groundwater and streamflow monitoring, including integration with water rights permits, coastal development permits, permits from federal agencies, and/or those associated with adaptive management programs, habitat conservation plans and/or similar work products. Please include names, current telephone numbers, and email addresses of references for existing and past public agency clients.

Project Understanding and Approach

- Description of Consultant's overall understanding of the Scope of Services and how Consultant will approach coordination with CCSD staff, communication with resource agencies and preparation of materials for public review and community presentations;
- Proposed staffing plan/organizational chart illustrating who will serve in the roles of Contract Manager, Project Manager, and Subject Matter Experts. The Contract Manager is responsible for direct communications with the CCSD's General Manager (or designee) on periodic progress updates and conflict resolution, if needed. The Project Manager is responsible for day-to-day communications and overall management of the scope, schedule and budget. The Project Manager is responsible for maintaining consistent communication with the CCSD's Utilities Department Manager and/or Program Manager. Subject Matter Experts are the individuals who are leading specific technical or other work efforts that are critical to overall scope. Sub-consultants, for example, are often Subject Matter Experts. Statements should be provided with the organization chart from the Contract Manager, the Project Manager and each Subject Matter Expert on their

qualifications, the general role they will be filling, and what they believe are critical issues. Overall, the Consultant should convey how it will provide water resource services in the most efficient, cost effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the firm in other municipalities; and

- Other information that will assist CCSD in selecting the most qualified Consultant.

Objections to Consultant Services Agreement

Objections to the Consultant Services Agreement shall be submitted in writing with justification clearly stated. Any Consultant with objections to terms contained in the CCSD's Consultant Services Agreement (see Exhibit A) must advise the CCSD of such objections and requested modifications as part of its Technical Proposal. Failure of a proposer to accept the terms of the CCSD's Consultant Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective Consultant to review all sections and exhibits of the Consultant Services Agreement, including insurance requirements. If no objections are received, the CCSD will assume the proposer is able to and will enter into the Consultant Services Agreement and fulfill the terms and requirements set forth therein. The CCSD may recover any damages accruing to the CCSD as a result of the successful Consultant's failure or refusal to execute the CCSD's Consultant Services Agreement.

Proposals

Proposals, as described below, are to be submitted in sealed envelopes clearly marked with the Consultant's name, address, telephone number, and e-mail address. The envelope shall be clearly identified as the "Instream Flow Study Proposal." Proposals shall be submitted in hard copy and in pdf format. At minimum, proposals shall include the following information:

Cover Letter

- The Consultant's legal name, address, telephone number, e-mail address, and designated contact person for the remainder of the selection process;
- Other information that the Consultant wishes to highlight. Innovation is encouraged to provide the CCSD with comprehensive services in the most efficient, cost effective manner.

Project Understanding and Approach

This section should demonstrate the Consultant's understanding of the project, how the work will be organized, and anticipated key issues to be addressed. This section should include:

- Description of Consultant's overall approach to the project, such as an outline work plan that describes how the Consultant will organize the Project.
- Description of those areas which are most likely to include challenges, and discuss how Consultant's approach will help resolve those conflicts or prevent them in advance; and
- Other information that will assist the CCSD in selecting the most qualified Consultant.

Proposal on Scope of Services

The Consultant's proposals should anticipate a total of seven (7) public meeting presentations: four (4) public presentations on draft components, two (2) public presentations on the entire draft plan, and (1) public presentation on the Final IFSP technical report. The Consultant should also provide a fee estimate for additional public presentations.

It is assumed that all public presentations will be held virtually while under COVID-19 restrictions. If the County of San Luis Obispo moves into a less restrictive tier, in-person meetings can be considered if mutually agreed upon.

The Consultant's schedule shall provide CCSD staff and other consultants with one- to two-week review periods on initial administrative drafts on sections or chapters of the plan, and a two-week review period of the final administrative draft IFSP and final technical report.

The CCSD reserves the right to modify this RFP with addenda. Final CCSD selection of the Consultant Team will be based on the SOQs and the Proposals.

Proposals should include, at minimum, the following tasks:

Task 1 – Kick-Off Meeting

The Consultant shall attend a project kick-off meeting (virtual or in-person) with CCSD staff to discuss project parameters, scheduling constraints, and other relevant information regarding services to be performed under this contract. An overall project schedule shall be developed, reviewed, revised and updated by the Consultant.

The Consultant shall prepare a detailed schedule of the project for a completion date. It shall be the responsibility of the consultant to review and become familiar with all pertinent data for the Scope of Services.

Task 2 – Review of Documents and Data; Analysis and Evaluation

The Consultant shall review documents and data provided by the CCSD.

The Consultant shall coordinate meeting(s) with the CCSD upon review of documents and data for the following purposes:

- To prepare for meetings and discussions with staff of the California Coastal Commission and California State Parks relating to the scope and outcomes of the Instream Flow Study.
- To review historical water production graphically illustrated by month by creek since 2000, wastewater discharges to San Simeon Creek watershed, net production from San Simeon Creek watershed and provisions of the CCSD's water rights licenses and Coastal Development Permits.
- To discuss proposed scenarios for using the SWF, issues involving the Adaptive Management Program, and review of proposed pumping and recharge/release of SWF product water.

Task 3 – Development of the IFSP

The Consultant's proposed schedule for the Scope of Services will need to address meetings with resource agencies and the community. Resource agency meetings should first focus on historical information and second on defining issues that need to be further addressed within the Instream Flow Study.

As key sections of the IFSP are developed, including study area, TAC, and timeline, the Consultant shall be required to make presentations on draft components of the IFSP to the CCSD Board of Directors and/or at committee meetings (virtual or in-person). The primary CCSD committee that may review the draft ISFP prior to Board approval is the Resource & Infrastructure Committee.

In conjunction with CCSD staff, the Consultant shall present the draft IFSP to the CCSD Board of Directors at up to two (2) public meetings (included in the seven (7) total meetings anticipated). The Consultant shall provide technical expertise and answer questions posed at the CCSD Board of Directors meetings, prepare and review draft and final agenda reports, and assist with creation of presentations.

Task 4 – Execution of the IFSP and Technical Report

The Consultant shall provide a well-organized proposal on the execution of the IFSP and subsequent technical report including a detailed timeline and anticipated milestones.

Fee Estimates and Rates

Fee estimates and rates should illustrate costs for the full project scope and be included with the Proposal in a separate sealed envelope.

Submittal Procedures and Deadline

Statements of Qualifications and Proposals are to be submitted to the CCSD on or before 4:00 p.m. on June 1, 2021 in separate envelopes. Responses to this solicitation received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the Cambria Community Services Utilities Department Office at 5500 Heath Lane, Cambria, CA 93428. It is the proposer's sole responsibility to see that its SOQ and Proposal are received in proper time, and proposers assume all risks arising out of the means of delivery. Any SOQ or Proposal received after the deadline will be returned to the proposer unopened. SOQ and Proposal packages are to be submitted to:

Ray Dienzo, Utilities Department Manager/District Engineer
Cambria Community Services District
5500 Heath Lane
Cambria, CA 93428

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the CCSD on behalf of the company, and must be received at the place and by the time designated above.

Inquiries and Addenda

For inquiries regarding this solicitation, please contact Melissa Bland, Program Manager, via electronic mail at mbland@cambriacsd.org no later than 4:00 PM one (1) week prior to due date. Inquiries received after that date will be disregarded. Please include the following in the subject line of the email: "Inquiry Re: Instream Flow Study Proposal." Telephonic inquiries will not be taken.

The CCSD will issue any revisions to the RFP on the Initial Scope of Services at the time that the short-list of Consultants is determined.

Anticipated Schedule

Milestone (Estimates)	Date
RFP Issued	4/21/2021
Deadline for Clarifications/Inquiries	5/25/2021
Deadline to Submit Statements of Qualification & Proposals	6/1/2021
Interviews (if Desired by CCSD)	Week of 6/14-6/18 2021

CCSD Selection of Consultant Team	6/29/2021
Committee and Board Approvals	7/15/2021
Certificate of Insurance & Contract Execution	7/22/2021
Notice to Proceed	7/26/2021

Evaluation Criteria

CCSD staff will evaluate each SOQ and Proposal for completeness and content. The CCSD's review will focus on the following criteria:

Organization. Does the firm offer the breadth and quality of services required by the Scope of Services? Does the firm's organizational structure show sufficient depth/capacity for its present and additional workload?

Project Understanding/Project Approach. Does the firm's proposal adequately demonstrate understanding and experience in completing the Scope of Services? Does the Consultant have experience in conducting relevant studies and program planning? This understanding can be demonstrated in various manners, including, but not limited to, the firm's successful completion of Instream Flow Studies, Watershed Assessments, and other relevant work for other agencies in accordance with CDFW Instream Flow Program requirements, identification of issues critical to the project and methods to address those issues to ensure timely and on-budget completion of the project.

Experience. Does the SOQ demonstrate expertise and professional qualifications with similar work? What are the qualifications of the firm and the individuals assigned to perform the work?

Project Schedule. Is the project schedule thorough and realistic?

The CCSD will review and rank Consultants based on the submitted documents and will subsequently review fee estimates and rates. Final Consultant selection will be at the CCSD's discretion and may include revisions to the Proposed Scope of Services.

Consultant Services Agreement

The CCSD will identify the firm that best meets the needs of the CCSD and enter contract negotiations with that highest ranked firm. Should the CCSD fail to reach agreement with the top ranked firm, the CCSD may enter negotiations with the next highest rated firm and so on. CCSD staff will make a recommendation to the CCSD's Board of Directors for the award of the Consultant Services Agreement to the firm that best furthers the CCSD's objectives.

Insurance Requirements

Consultant shall secure all insurance required under the Consultant Services Agreement and provide any necessary documentation to the CCSD within one week of execution of the Consultant Services Agreement.

Acceptance or Rejection of Proposal

The CCSD reserves the right to accept or reject any and all SOQs and Proposals. The CCSD also reserves the right to waive any informality or irregularity in any proposal or as deemed to be in its best interest. Additionally, the CCSD may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The CCSD shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The CCSD reserves the right to negotiate project deliverables and associated costs.

Equal Opportunity Clause

Consultants shall ensure against discrimination in employment practices based on State and Federal laws and regulations. The CCSD hereby ensures that minority business enterprises will be afforded full opportunity to submit SOQs in response to this notice and will not be discriminated against based on requirements of State and Federal laws and regulations.

Equal Opportunity Employment Compliance

Consultant shall certify that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted, and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereunder. Furthermore, Consultant shall certify that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Consultant shall certify that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Legal Responsibilities

All SOQs must be submitted, filed, made, and executed in accordance with State and Federal laws relating to SOQs for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to be in full compliance therewith.

Discrepancies and Misunderstandings

Consultants must satisfy themselves by personal examination of the work site, specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No Consultant will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies called to the attention of the CCSD will be clarified by the CCSD in writing to all Proposers prior to the submission of SOQs.

Proposer Licensing Requirements

Any Consultant or sub-consultant who is not licensed in accordance with the provisions of the State Business and Professional Code or who fails to maintain a required license will be considered to have created a material breach of contract.

Non-Collusion Affidavit

Proposer shall declare that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of the CCSD is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

Exhibits

1. Cambria Community Services CCSD Standard Consultant Services Agreement

**AGREEMENT FOR CONSULTANT SERVICES
Instream Flow Study**

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of _____ 2021 between _____ (“Consultant”), a California corporation (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political corporation of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____ and shall remain and continue in effect until _____, unless sooner terminated in accordance with the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s Proposal dated _____, attached hereto as Exhibit “A”, and the District’s Request for Qualifications (RFQ) and Request for Proposals (RFP) for an Instream Flow Study, attached hereto as Exhibit B, which Exhibits are incorporated herein by this reference. District shall provide Consultant with the information necessary for Consultant to provide the consulting services described in the Proposal.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in the Proposal. Costs related to any amendments to the Initial Scope of Services shall be subject to agreement between the parties and be based upon the Consultants rates submitted with its Proposal. If the parties are unable to agree on the costs for amendments to the Initial Scope of Services, this Agreement shall be subject to termination in accordance with Paragraph 6.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District;
or
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right,

notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to

be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified

Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “C,” attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: John Weigold, District Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

Copy to: Timothy J. Carmel
Carmel & Naccasha, LLP
1410 Marsh Street

San Luis Obispo, CA 93401

To Consultant:

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A," attached hereto and previously incorporated herein.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES

CONSULTANT

By: _____
John Weigold, General Manager

By: _____

ATTEST:

Haley Dodson, Administrative Analyst

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A

CONSULTANT'S PROPOSAL

SAMPLE

EXHIBIT B

Request for Qualifications (RFQ) and Proposals
for an Instream Flow Study

SAMPLE

EXHIBIT CINSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement

and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District

assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

SAMPLE