



## REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-9

### SUBJECT:

Preparation of the 2020 Urban Water Management Plan

### RECOMMENDATION:

Adopt a Resolution approving an agreement with Provost & Pritchard Consulting Group for preparation of the 2020 Urban Water Management Plan

### SUMMARY:

In March 2021, the City issued a Request for Proposal (RFP) for the consulting and preparation of the 2020 Urban Water Management Plan. Four proposals were received and evaluated by City staff. The evaluating team is recommending the selection of Provost & Pritchard Consulting Group (P&P) to perform the 2020 Urban Water Management Plan.

The City last prepared an Urban Water Management Plan update in 2015. The City is requesting an update of its 2015 Urban Water Management Plan to include:

- New Department of Water Resources (DWR) reporting requirements
- Conservation program currently under development, and
- Water demands reflecting current land use planning for the City

### DISCUSSION:

The City is required to adopt an Urban Water Management Plan (UWMP) every five years with the updated plan submitted to the Department of Water Resources (DWR). This proposed agreement provides professional services to update the existing UWMP last updated in 2015. The required update is based on data between 2015 and 2020 and the 2020 report is due in October of 2021 that is why the RFP is being conducted in this current year. The City is requesting the update of the plan to include the new 2020 Department of Water Resources reporting

requirements, conservation program and water demands reflecting current land use planning for the City.

The City requires the preparation of an updated UWMP from a qualified professional service provider and Provost & Pritchard Consulting Group has the necessary experience and qualifications to provide an updated UWMP and provided the best overall proposal. Provost and Pritchard will start working on the UWMP in June and is expected to have it completed October 2021.

The attached agreement outlines that P&P will conduct the following tasks.

### **Task 1 – Data Collection and Review**

- A. Research, identify and review existing data that is available. This includes:
  - a. Maps
  - b. Reports
  - c. General Plans
  - d. Specific Plans
  - e. Any other records necessary to develop the Plan using current data

### **Task 2 – Preparation of 2020 Urban Water Management Plan**

- B. Follow 2020 DWR Guidelines and include the following:
  - a. Assist City in coordination of plan with other agencies
  - b. Service area information with a 20-year projection
    - i. Population
    - ii. Climate
    - iii. Housing density, development, and income levels, etc.
  - c. Water sources
    - i. Current and planned surface water supplies
    - ii. Groundwater supplies
      - 1. Pumping rights
      - 2. Amount of groundwater pumped
      - 3. Amount of groundwater projected to be pumped
  - d. Reliability of Supply
    - i. Supply reliability in acre feet/year
    - ii. Basis of water year data
    - iii. Factors resulting in inconsistency of supply
  - e. Water transfer and exchange opportunities
  - f. Water use by customer type using a 20-year projection
    - i. Sales to other agencies
    - ii. Additional water uses and losses

- iii. Total water uses
- g. Demand management Measures
- h. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council
- i. Evaluation of Demand Management Measures not implemented
- j. Planned water supply projects and programs
- k. Development of desalinated water (expected to not be a project to consider for the City)
- l. Current or projected supply
- m. Water shortage contingency plan
- n. Recycled water plan
- o. Water quality impacts on reliability
- p. Water service reliability

### **Task 3 – Water Conservation Ordinance Revision**

- P&P will review and provide recommendations on revisions to the City’s water conservation ordinance to fit the updated guidance within the UWMP’s Water Shortage Contingency Plan section.
- The City’s current water conservation ordinances may be viewed online at: [https://codelibrary.amlegal.com/codes/madera/latest/madera\\_ca/0-0-0-2914](https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-2914)

### **Task 4 – Meetings and Presentations**

- P&P will attend up to four meetings to discuss data and internal review comments.
- P&P will attend a Council meeting.

### **Task 5 –Submittals**

P&P will provide an electronic file of the final approved report.

### **CONSULTANT SELECTION PROCESS**

A competitive RFP for consultant services was released on March 17, 2021, which ran through April 16, 2021. The RFP was advertised in the Madera Tribune, posted on the City Website, and notification of the RFP was emailed to a list of 4 prospective bidders. The City’s team comprised of staff from Public Works and Engineering evaluated four proposals from specialized consultants. Table 1 provides a summary of submittals, along with costs.

<b>Table 1: Consultant Names and Proposal Amounts</b>	
<i>Firm</i>	<i>Bid</i>
Akel Engineering Group, Inc.	\$39,920
MKN	\$45,940
Provost & Pritchard Consulting Group	\$52,491
Tully & Young	\$62,365

Table 2 provides a scoring summary based on criteria pre-established by staff. It is noted that P&P received the highest score (see Table 3) and staff's recommendation is not based solely on the lowest bid. Rather, the recommended award is based on the best overall value to the City, including competitive pricing and the required services as outlined in the RFP. Evaluation scores were computed based upon a weighted formula. The evaluation criteria included the following:

<b>Table 2: Evaluation Criteria and Maximum Evaluation Score</b>	
<i>Criteria</i>	<i>Max. Evaluation Score</i>
Completeness of Response	Pass/Fail
Qualifications & Experience of Firm	25
Qualification & Experience of Key Personnel	25
Method and Approach	40
Cost Proposal	10
<i>Total Maximum Score</i>	100

<b>Table 3: Evaluation Scores</b>	
<i>Firm</i>	<i>Evaluation Score</i>
Akel Engineering Group	982.00
MKN & Associates	847.34
Provost & Pritchard Consulting Group	1044.08
Tully and Young	1008.02

P&P proposal was structured to comprehensively update the critical components of the UWMP consistent with updated guidelines. Moreover, they stressed the need to work closely with staff to develop recommendations and clearly communicate the results to the City. It is worth noting P&P also completed the City's 2015 UWMP, thus they have familiarity with the City's operations.

**FINANCIAL IMPACT:**

The funding for this agreement has been set aside in Public Works Water Fund.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

This item addresses multiple Vision action items such as: improved infrastructure, efficient use of groundwater and dependable water supply.

**ALTERNATIVES:**

Potential Council alternatives include:

- Not approve the proposed Agreement
- Direct staff to re-release RFP for 2020 UWMP
- Direct staff to negotiate with a different consultant

**ATTACHMENTS:**

1. Resolution
  - a. Professional Services Agreement- Provost & Pritchard Consulting Group

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD  
CONSULTING GROUP FOR THE CONSULTING AND PREPARATION OF THE  
2020 URBAN WATER MANAGEMENT PLAN**

**WHEREAS**, the City is in need of a qualified and experienced consulting firm to prepare the City's 2020 Urban Water Management Plan; and

**WHEREAS**, the City released a Request for Proposal (RFP) on March 17, 2020, seeking experienced and qualified consultants to assist the City in preparing the Urban Water Management Plan; and

**WHEREAS**, the RFP was published on March 17, 2021 for 31 days; and

**WHEREAS**, the City received four responses to the Request for Proposal; and

**WHEREAS**, the City established an objective scoring system to rank proposals; and

**WHEREAS**, City's review concluded the most qualified applicant to complete the 2020 Urban Water Management Plan is Provost & Pritchard Consulting Group; and

**WHEREAS**, City has prepared an Agreement with Provost & Pritchard Consulting Group for the completion the 2020 Urban Water Management Plan.

**NOW, THEREFORE**, the City Council of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Consultant Agreement regarding preparation of the 2020 Urban Water Management Plan attached as Attachment A is approved.
3. The resolution is effective immediately upon adoption.

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**CITY OF MADERA**

**CONSULTANT SERVICES AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Provost & Pritchard Consulting Group ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

**RECITALS**

A. City has sought, by a Request for Proposals, to select a consultant to prepare the 2020 Urban Water Management Plan.

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" set forth in **Exhibit A** attached hereto and incorporated by reference herein, and as may be revised by mutual agreement of the parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the work to be performed under this Agreement.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A," unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant per monthly invoice. Both parties agree that Consultant's proposal to complete the Services is \$52,491 and that the Services are anticipated to be completed by October 31, 2021.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that



to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. CONSULTANT shall be released and held harmless by the City from any and all liability,

including legal costs and attorneys' fees, with respect to reuse of Work Product. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant.

City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a.. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, and agents harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation

reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years.

In no event shall either party's total liability under this Agreement exceed \$200,000. Furthermore, in no event shall either party be liable to the other for indirect, consequential, special or liquidated damages.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	John Botwright Madera Public Works 1030 S Gateway Dr Madera, CA 93637	To Consultant:	Heather Bashian Provost & Pritchard Consulting Group 286 W. Cromwell Avenue Fresno, CA 93711
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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

26. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant

employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

**CITY OF MADERA**

**CONSULTANT**

By: \_\_\_\_\_  
Santos Garcia, Mayor

By: \_\_\_\_\_  
Heather Bashian, Vice President

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Alicia Gonzales, City Clerk

# EXHIBIT A

## SCOPE OF SERVICES

### PROJECT OBJECTIVES

The chosen firm will need to update the City of Madera's existing 2015 Urban Water Management Plan in accordance with the Urban Water Management Planning Act of 1983, as amended, meeting all objectives established by the California Department of Water Resources. The Scope of Services for the 2020 Urban Water Management Plan includes the following:

#### Task 1 – Data Collection and Review

- A. Research, identify and review existing data that is available. This includes:
  - a. Maps
  - b. Reports
  - c. General Plans
  - d. Specific Plans
  - e. Any other records necessary to develop the Plan using current data

#### Task 2 – Preparation of 2020 Urban Water Management Plan

- A. Follow 2020 DWR Guidelines and include the following:
  - a. Assist City in coordination of plan with other agencies
  - b. Service area information with a 20-year projection
    - i. Population
    - ii. Climate
    - iii. Housing density, development, and income levels, etc.
  - c. Water sources
    - i. Current and planned surface water supplies
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      - 1. Pumping rights
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  - d. Reliability of Supply
    - i. Supply reliability in acre feet/year
    - ii. Basis of water year data
    - iii. Factors resulting in inconsistency of supply

- e. Water transfer and exchange opportunities
- f. Water use by customer type using a 20-year projection
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  - i. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council
- h. Evaluation of Demand Management Measures not implemented
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- k. Current or projected supply
- l. Water shortage contingency plan
- m. Recycled water plan
- n. Water quality impacts on reliability
- o. Water service reliability

**Task 3 – Water Conservation Ordinance Revision**

Review and provide recommendations on revisions to the City’s water conservation ordinance to fit the updated guidance within the UWMP’s Water Shortage Contingency Plan section. The City’s current water conservation ordinances can be found in the City of Madera’s Municipal Codes within sections 5-5.10 through 5-5.14 and may be viewed online at:

[https://codelibrary.amlegal.com/codes/madera/latest/madera\\_ca/0-0-0-2914](https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-2914)

**Task 4 – Meetings and Presentations**

Selected firm will agree to attend up to four meetings to discuss data and internal review comments. Meetings will be held through a virtual meeting platform such as Zoom.

Telephone calls and electronic methods of communication will happen as normal course of business and will not be counted against the meeting schedule.

Selected firm shall also plan on attending one review meeting with the Madera City Council; staff will make presentations with consultant to provide backup as necessary. This meeting will occur at a City Council meeting, typically occurring the first and third Wednesday of each month at 6:00 pm.

**Task 5 –Submittals**

An electronic copy of the first review draft shall be provided.

Five (5) copies of the final report shall be prepared by the selected firm for distribution by the City of Madera.

An electronic file of the final approved report shall be provided to the City of Madera in PDF and Word format.



## **EXHIBIT B**

### **Insurance Requirements for Consultants**

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

#### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term

of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, 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 the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.