



REQUEST FOR PROPOSALS

TO PROVIDE:

**ENVIRONMENTAL CONSULTING SERVICES TO THE
SAN LORENZO VALLEY WATER DISTRICT AND
COUNTY OF SANTA CRUZ**

PROJECT TITLE:

**CEQA & ENVIRONMENTAL PERMITTING FOR A
CONJUNCTIVE USE PLAN FOR THE SAN LORENZO RIVER WATERSHED**

RESPONSE DUE BEFORE 3:00 P.M.

ON

November 20, 2020

**San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006
(831) 430-4625**

I. INTRODUCTION

The San Lorenzo Valley Water District (SLVWD or District) and the County of Santa Cruz have received grant funds to develop a Conjunctive Use Plan to identify options for increasing stream baseflow for fish and increasing reliability of surface and ground water supplies for the District through conjunctively managing its water supplies.

The SLVWD uses both surface diversions from tributaries to the San Lorenzo River, and groundwater from the Santa Margarita Basin. SLVWD serves approximately 22,000 customers with nine currently active stream diversions, one groundwater spring, and eight active groundwater wells. Currently, SLVWD is comprised of three (3) water systems that operate independently: the North San Lorenzo Valley (SLV) System located in the San Lorenzo Valley (Boulder Creek, Brookdale, Ben Lomond, Zayante), the South System located in Scotts Valley, and the Felton System located in Felton (formerly the Citizens Utilities Company of California Service Area). Interconnection of the systems allows for increased reliability, especially during emergencies, and allows all of the distribution systems to utilize surplus surface water from each other during the winter months of normal rainfall years, providing in-lieu recharge to the groundwater aquifers through conjunctive-use. The District already implements conjunctive use in the North SLV System by switching from stream diversions to wells during the summer. This project will provide the planning and technical support to develop conjunctive use in the Felton System and the South System. Through recent grant funding, the District has already developed some of the needed infrastructure, such as interties, to implement conjunctive use District-wide.

The goal of this RFP is to select a consultant to complete the Initial Study and CEQA documentation required to implement the Conjunctive Use Plan (Plan). The selected consultant will be expected to provide significant guidance in developing the Program Description. The Plan is being written in two parts. Part 1 addresses proposed near-term conjunctive use-related changes in SLVWD operations (e.g., use of existing emergency interties for non-emergency water transfers; use of currently unused potential diversions for in-lieu recharge). SLVWD and the County anticipate that Part 1 will be sufficiently defined for a Project-level CEQA analysis. Based on the analyses that have been completed to date the expected outcome is a Negative Declaration. Part 2 of the Plan is longer-term planning component that considers potential development of an additional water source (existing allotment of water stored in Loch Lomond reservoir) and an aquifer storage and recovery (ASR) system, pending further feasibility analysis. It is anticipated that Part 2 will require a Programmatic CEQA, also expected to result in a Negative Declaration. The District anticipates that the preparation of one CEQA document analyzing both the programmatic (Part 2) and project-level (Part 1) components would be appropriate level of CEQA review but will consider preparation of two separate documents if deemed necessary. The District invites interested parties to submit a proposal for professional services for this environmental review.

Useful reference documents can be found at the following:

<https://www.slvwd.com/files>

<http://smgwa.org/resources/>

<http://www.svwd.org/resources/reports>

II. WATER AVAILABILITY & FISHERIES ASSESSMENT

In support of conjunctive use plan development, the District and County completed two preliminary feasibility analyses, one focusing on water availability and one on potential effects to fisheries resources (steelhead and coho salmon). Planning-level analyses of 22 operational scenarios within the following broad categories are detailed in the “Water Availability Assessment for San Lorenzo River Watershed Conjunctive Use Plan”:

- Scenario 1 – Optimizes the use of currently available sources using system interties and potential capacity enhancements assuming varying degrees of compliance with existing water rights; achieves Pasatiempo area in-lieu recharge by substituting excess North SLV and Felton System diversions for groundwater pumping.
- Scenario 2 – Scenario 1 plus use of SLVWD’s allotment of water stored in Loch Lomond reservoir.
- Scenario 3 – Scenario 2 plus operation of an Olympia ASR project supplied by excess available stream diversions.
- Scenario 4 – Scenario 3 plus additional Scotts Valley in-lieu recharge by substituting excess available SLVWD surface water for Scotts Valley Water District (SVWD) groundwater pumping.

Four operational sub-scenarios selected from scenario categories 1, 2, and 3 above were evaluated in the subsequent “Fisheries Resource Considerations for the San Lorenzo River Watershed” analysis and form the basis for the draft Conjunctive Use Plan. As currently drafted, the Conjunctive Use Plan would be implemented in phases. Scenario 1 (diversion of excess potential from North SLV System) does not require new infrastructure and would therefore be implemented first. Scenario 2 (use of existing Loch Lomond allotment) will require some new infrastructure (e.g., new connecting pipeline, treatment plant upgrades) and would be implemented after Scenario 1. Scenario 3 (ASR system) will require further technical and economic feasibility analyses before implementation would be considered. The draft Conjunctive Use Plan incorporates Scenario 4 (potential transfer of excess water to SVWD) into scenarios 1 through 3.

Detailed analysis has been completed for the following scenarios, which will require a Project-level CEQA review:

- 1) During dry periods, reduce Felton diversions by using existing interties to supply the Felton System with additional groundwater pumping from South System wells, and excess diversions and/or groundwater pumping from the North SLV System. During wet periods, provide the South SLV System service areas with excess diversions from the Felton and North SLV Systems. A change in some aspects of existing water rights may be desirable.
- 2) Utilize the District’s contract that allows it to obtain 313 AFY of Loch Lomond water, in the following priority of use: first to supply the Felton System and reduce Fall Creek diversions to stay within water rights; second, to serve the South System and reduce groundwater pumping there (i.e., achieve in-lieu recharge); and lastly to supply the North SLV System in order to reduce

diversions, achieve in-lieu recharge, and increase groundwater discharge to dry-period base flows.

Preliminary feasibility-level analysis has been completed for the following scenarios, which require a programmatic CEQA review:

- 3) Recharge the Olympia area Santa Margarita aquifer by injecting excess wet period diversions from the North SLV System, Felton System, and/or Loch Lomond. Increase dry-period Olympia groundwater pumping by a comparable amount to reduce North SLV System diversions.
- 4) Supply the South System and Scotts Valley Water District with excess wet period diversions from the Felton System, North SLV System, and/or Loch Lomond in order to achieve in-lieu recharge. Utilize increased groundwater storage to increase dry period groundwater use and reduce stream diversions in the Felton System and North SLV System.

III. PROJECT SCOPE OF SERVICES

Consultant shall provide overall project management. The Consultant shall assume at least one meeting each month with District management and County staff during the development of CEQA documentation. Meetings will be held at the District's main office or via online meetings or conference call. Expected tasks include:

- Preliminary Feasibility Analysis & Coordination with Resource Agencies
 - Evaluate the applicable scenarios in the "Water Availability Assessment for San Lorenzo River Watershed Conjunctive Use Plan"
 - Review the "Fisheries Resource Considerations for the San Lorenzo River Watershed Conjunctive Use Plan"
 - Review the draft Conjunctive Use Plan and related documentation the extent needed.
 - Coordinate with environmental resource agencies to determine viable options.
 - Organize meetings, calls, tours as needed between resource agencies, SLVWD, construction teams, and other associated consultants.
- Guidance and Recommendations
 - Provide guidance on the structure and content of the Conjunctive Use Plan from the lens of permitting and environmental review (e.g., project-level vs. program-level analysis).
- Environmental Review & Permitting
 - Determine the appropriate level of CEQA review.
 - Identify areas potentially under the jurisdiction of the US Army Corps of Engineers, California Department of Fish and Wildlife, and/or the Regional Water Quality Control Board or other permitting agencies.
 - Prepare an Initial Study and CEQA documentation. Consultant should assume an EIR will not be required for budgeting purposes.
 - The District anticipates that the preparation of one CEQA document analyzing both the programmatic (Part 2) and project-level (Part 1) components would be appropriate level

of CEQA review but will consider preparation of two separate documents if deemed necessary.

- This project is supported by the Streamflow Enhancement Grant Program through the Wildlife Conservation Board, with funding from Proposition 1, and has grant-related budget constraints such that cost-effectiveness of the approach will be an important consideration in selecting a proposal.
- The project must be completed by May 30, 2021.

IV. PROPOSAL REQUIREMENTS

The Proposal shall not exceed 20, 8.5" x 11" single-sided pages excluding resumes, cover letter, contractual scope of services, fee schedules, dividers, front and back covers. 11" x 17" pages are allowed and will count as two pages. The Proposal must use a font size of 12 or larger and be bound into a single document with the exception of the separately bound fee table. The Proposal shall include the following elements in the following order:

1. Cover Letter (1 page maximum):

Include a dated cover letter indicating the firm's understanding of and interest in the project and summarizing the key components addressed within the Proposal. This document shall be signed by at least one person authorized to represent and legally bind the firm. Please include name, address, telephone number, email and title for each of these persons.

2. Project Description and Approach (6 page maximum)

- Explain the objectives of the project, as you understand them, and how you propose to accomplish the recognized goals.
- Describe the important aspects of the approach that your firm will take for the services and deliverables to be provided.

3. Identification of Prime Consultant (1 page maximum)

- Legal name and address of the company.
- Legal form of company (e.g., partnership, corporation).
- If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- Name, title, address and telephone number of person to contact concerning the Proposal.
- Project team and the discipline/job title of each team member.
- Provide a general description of your firm's background and project qualifications, including years of business, any past bankruptcy filings, and identify any contract or subcontract by the firm which has been terminated, in default, or had claims made against it that resulted in litigation or arbitration in the last five years.

4. Identification of Sub Consultants, if any (1 page per sub-consultant maximum)

- Legal name and address of the sub-consultant company.
- Name, title, address and telephone number of primary contact.

- iii. Number of staff and the discipline/job title of each.
- iv. Provide a general description of sub-consultant's background and project qualifications, including years of business, any past bankruptcy filings, and identify any contract or subcontract by the firm which has been terminated, in default, or had claims made against it that resulted in litigation or arbitration in the last five years.

5. Project Organization and Experience of the Project Team (3 page maximum, not including resumes)

- i. Describe the proposed project organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one-page resumes.
- ii. Describe the experience of the proposed Project Manager and/or principal in charge and the experience that the proposed personnel have working on past projects as a team.
- iii. Describe project management approach to the work effort, locations where work will be done, responsibilities for coordination with the District, lines of communication necessary to keep the project on schedule.
- iv. Describe the firm's capacity to perform the work within the time limitations, considering the firm's current and planned workload and the firm's current and planned work force.
- v. Include a statement on what makes your firm uniquely qualified.

6. Experience and Past Performance, Including Cost and Schedule Control (4 page max / 3 projects max)

- i. Include a summary of the past experience and performance of the proposed Project Manager and/or principal in charge on similar projects. Include the following information:
 - 1. Lead agency, contact name and phone number
 - 2. Project size and description
 - 3. Project budget and total dollar value of completed project
 - 4. Budgeted project schedule and total time to completion
- ii. Describe the firm's past experience and performance on similar projects. Include the information listed above.

7. Exceptions to this RFP

The Consultant shall certify that it has fully read the RFP and if the Consultant does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and explained.

8. Contractual Scope of Services

- i. The Consultant shall provide a detailed scope of services (Scope). This should be responsive to the requested scope of services with additional detail as necessary.
- ii. The Consultant shall provide a detailed schedule (Schedule) based on the allowable construction contract working days showing all facets of work that will meet the District's objectives and goals in a timely manner.

Both the Scope and Schedule are anticipated to become attachments to the Contract between the Consultant and the District.

9. Insurance

- i. Without limiting Consultant's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:
 - ii. Commercial General Liability Policy (bodily injury and property damage): Policy limits are subject to review, but shall in no event be less than, the following:
 - 1. \$1,000,000 Each Occurrence
 - 2. \$1,000,000 General Aggregate
 - 3. \$1,000,000 Products/Completed Operations Aggregate
 - 4. \$1,000,000 Personal Injury
 - 5. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
 - 6. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
 - 7. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.
 - iii. Prior to commencement of any services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement.
 - iv. The Consultant and its subconsultants are required to name the District, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
 - v. Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection. The District will require a professional liability insurance verification for coverage of not less than \$1,000,000.00.
- Any insurance certificates are anticipated to become attachments to the Contract between the Consultant and the District.

10. Total Professional Fee and Fee Schedules

- i. Proposed fee shall be organized with appropriate breakdown into subtasks.
- ii. Please also provide a proposed fee schedule including the hourly rates of all staff (including subconsultants) that will charge directly to the project for the project's duration.

The fee schedule is anticipated to become an attachment to the Contract between the Consultant and the District.

V. CONSULTANT SELECTION

The District will review and evaluate each submittal to determine if it meets the requirements for the service described herein. Failure to meet the requirements of this RFP will be cause for eliminating the applicant from further consideration. Based on the District's evaluation, the firms that meet the requirements of this RFP will be ranked. The following weighted criteria will be used to evaluate the Proposals provided in response to this request:

1. 30% Understanding and approach to the work to be done
2. 20% Experience of firm with similar types of work
3. 30% Experience of staff with similar kinds of work
4. 10% Overall clarity and presentation of Proposal
5. 10% Firm's Local Experience

VI. SELECTION PROCESS

It is anticipated that a contract/contracts will be awarded with the highest-ranking firm being selected. However, the District reserves the right to consider other factors such as overall cost and may award contracts to any qualified applicant, regardless of the assigned rank. The District will enter into negotiations with the selected firm. If the District can't negotiate an agreement that is fair and reasonable in the District's sole discretion, it reserves the right to select an alternate firm. At this time, the District contemplates the use of a Time and Materials with a Not-to-Exceed Total type contract for the services requested. Negotiations will cover: scope of work, contract terms and conditions, office arrangements, attendance requirements and the proposed fee schedule.

VII. SELECTION SCHEDULE

The District anticipates that the process for selection of firm and awarding of the contract will be according to the following tentative schedule:

Proposal Due Date	November 20, 2020
Board of Directors Approval	December 3, 2020
Final Selection and Notification	December 5-9, 2020

VIII. SUBMITTAL REQUIREMENTS

1. Submit one electronic copy of the proposal in PDF format (no CD or DVD). The Response shall be (electronic or wet-signature scan) signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm. One single PDF format Proposed Fee Estimate marked "FEE ESTIMATE" in red shall be submitted separate from the proposal.

2. The Response Proposal must be received no later than **3:00 p.m.** local time, on or before **November 20, 2020** via email to: cblanchard@slvwd.com

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted in writing to **cblanchard@slvwd.com**.