



REQUEST FOR PROPOSAL - ADDENDUM 1 DMC Subsidence Mitigation Geotechnical Exploration Questions and Answers

Date: April 20, 2021

Project Title: DMC Subsidence Mitigation Geotechnical Exploration
Project Specification Number: F22-DMC-047

The original Request for Proposals (RFP) and any previously-issued addenda remain in full force and effect. This Addendum provides clarification of the RFP and answers to questions received by potential proposers. Only formal answers to questions in addenda are binding on the Authority in interpreting the RFP. The contract changes/modifications contained herein will be acceptable in the final contract between the Authority and the selected proposer.

The following items are part of this addendum:

1. Question and Answers
2. Proposed Contract Changes received by the Authority
3. Pre-Proposal Sign-In Sheet
4. Addenda Acknowledgement Form (to be submitted with proposal)
5. Revisions to RFP Sections
6. Sample Agreement Changes by the Authority

Please do not hesitate to contact me with any questions regarding this addendum.

Sincerely,

Jeramee Campbell
Contracts Specialist

Question and Answers:

1. Is there a page limit for the proposal?
 - 50 Page maximum. Tabs, dividers, resumes, and the separate cost proposal do not count towards the page limit.
2. Is the project subjected to prevailing wage requirement? If so, how it would be determined?
 - The Project includes work defined as a public work by Labor Code section 1720, which requires payment of established prevailing wages. Established California prevailing wage rates can be located at: www.dir.ca.gov.
3. Is the consultant required to pay prevailing wage to engineer or geologist for logging/sampling when perform hollow stem auger drilling? Same for geologist or engineer field supervising the CPT rig.
 - See Question 2.
4. Are there access or work hour/days restrictions? If so, please provide.
 - Work must be limited to daylight hours
5. Please confirm if the water from the canal can be used for the exploration and well development?
 - Canal water is available for use, but Consultant must determine its suitability for the intended use.
6. Please confirm if water used for drilling and well development be disposed of on the ground adjacent to the boring/well and away from the canal? Same for the soil cuttings from borings.
 - As discussed in Exhibit A Section 2.3, cuttings may be spread within the Reclamation ROW. This shall extend to well development water so long as the ground is able to accept it without considerable ponding onto neighboring private property or back drainage into the DMC via drainage inlet.
7. Is a recent topographic survey of the project alignment available in electronic format?
 - No.
8. Section III.B and Section IV (Item 5): In Section III.B, key personnel identified for the following categories:
 - a. Qualified Representative
 - b. CEG and GE
 - c. Laboratory Manager
 - d. Driller, and
 - e. CPT Operator

However, in Section IV (item 5 of Requirements), only the licensed professionals are identified as key personnel. Do you expect to see resumes of all 5 categories listed above

or only the licensed professionals?

- Resumes of all 5 categories are required.

9. Section IV (Item 4a): The RFP requests information of Small Business and Disabled Veterans Enterprise. Is there a SBE/DVBE requirement? Will points be awarded for SBE/DVBE participation?

- There is no SBE/DVBE requirement, however we do encourage the participation of SB/DVBE. Evaluators may award points under proposer general information for SBE/DVBE status, but no points are specifically allocated to this sub-factor.

10. Section IV, Item 7: Under Section IV, item 7, the RFP requests fully burdened rates for Driller and CPT Operator. Typically, they are included in drilling subcontracts composite hourly rate which includes driller hourly rate and equipment rate. They don't have the accounting procedure to separate them out. Please confirm if driller's composite rate will be acceptable.

- This is acceptable.

11. Exhibit A, Item 2 on page 13: Does the consultant need to retain the services of a private utility locator, in addition to notifying Underground Service Alert (USA)?

- No. The Authority will assist with clearing the locations of borings.

12. Section 2.3 states "The Consultant shall flush and complete the observations wells....". Is there a requirement for minimum purge volume, turbidity, etc.?

- The Consultant must develop the wells in accordance with ASTM D5521. Continue well development until purged water is visibly clear or the turbidity of the purged water stabilizes to a point of diminishing returns based on the professional judgment of the Qualified Representative.

13. For one-dimensional consolidation test, is there a requirement for unloading-reloading cycle?

- Perform one-dimensional consolidation testing per ASTM D2435 Method B, using the default load increment and standard loading and unloading schedule unless otherwise directed. Assume one additional cycle of reloading to one higher load increment and unloading per test for the proposal. Refer to Section 2.7 of the Sample Agreement Exhibit A for information regarding the Laboratory Testing Plan requirements. Loading schedules and unloading-reloading cycle requirements will be confirmed for specific samples and tests as part of the Laboratory Testing Plan review.

14. The screening depth of monitoring wells are not specified. Is it to be determined in the field?

- Determine screening depth of each observation well based on the results of the companion CPTs performed in advance of the drilling, and in the field based on the conditions encountered and professional judgment of the Qualified Representative on site. For Phase 1, the primary objective of the observation wells is to monitor groundwater levels to collect data for design of cast-in-drilled hole and driven pile bridge foundations, as well as to characterize the

groundwater levels for liquefaction and seismic stability analyses.

15. Section 2.5 states “The Consultant shall develop CPT logs that contain the following information at a minimum: CPT name; dates of testing; completion details; CPT location (GPS coordinates and approximate ground surface elevation)”. Please confirm if approximate elevation from the GPS device is acceptable.
 - Yes this is acceptable with the use of a device which measures horizontal coordinates with the accuracy stated in Exhibit A - Section 2.2.
16. Section 2.7 defines Grain size distribution test to include both sieve and hydrometer analysis. However, in Tables 1 and 2, where the detailed testing program is provided, grain size distribution and hydrometer testing are separately listed. Please confirm grain size distribution includes hydrometer analysis.
 - Hydrometer analysis is only required as part of the grain size distribution where indicated in Tables 1 and 2. Grain size distribution tests identified elsewhere in Tables 1 and 2 consist of sieve analysis only.
17. How many points (normal load) are required for each of the following tests: TXCU, direct Shear, Direct Simple Shear, Cyclic Direct Simple Shear?
 - Assume three (3) points per each TXCU and direct shear test.
 - Assume one (1) point per direct simple shear and four (4) points per cyclic direct simple shear (load-controlled) at different loads (Cyclic Stress Ratios), all performed on a group of similar specimens at a given sample location.
18. The CPTs will be performed by a CPT Rig Operator with at least five years of experience as required by the RFP. We often have engineers and geologist oversee the CPT work which is being performed by a qualified CPT Rig Operator. Will the CPTs be required to be overseen by a Qualified Representative, defined as having at least 5 years of experience in the field?
 - Full time oversight of the CPT work by a Qualified Representative is not required. The Consultant may choose to have a Qualified Representative oversee one or more CPT rigs at their discretion.
19. Continuous flight auger dry core (FADC) is a drilling method that is referenced in the RFP but is not mentioned in Table 1 for the Phase 1 drilling work. Can it be confirmed the FADC will not be used as part of the Phase 1 field investigation?
 - FADC will not be required as part of the Phase 1 investigation.
20. Table 1 shows 29 borings at 100 feet to be drilled and converted to wells for a total of 2,900 feet. However, the RFP states several times that 2,800 feet are to be drilled. Are the quantities shown in the table is correct (2,900 feet)?
 - 2,900 feet is the correct quantity.
21. From what we understand, there will be 68 calendar days allowed for completion of field work and submittal of field deliverables. However, the start time for when the fieldwork is to begin is not clearly defined. Will the field work begin upon approval from the Authority after all applicable permits and drill hole program plans are submitted? Is the expectation

that all field work, including pre-field planning and permitting, is to occur in 68 days after notice to proceed? Additionally, the period of performance in the sample agreement is noted to be 150 calendar days of contract award. However, as noted previously, there are task durations noted throughout the RFP which do not add up to 150 days. Which scheduling constraint should govern the overall work?

- All Phase 1 fieldwork and transmittal of Phase 1 data must be complete on or before July 30. The Consultant will have 68 calendar days to complete field work and submit deliverables following Authority approval to mobilize for the fieldwork. Selected field explorations (e.g. selected CPTs) may be allowed prior to the Authority approving general mobilization and will not count towards the 68 days.

22. We understand that the drilled borings will be turned into observation wells. There's no mention in the RFP of well development or using these wells for pump. Will the scope only require installation of observation wells and no well development?

- The well scope includes only observation/monitoring wells.

23. Is there a preferred drilling method and/or sample collection interval and method?

- Refer to Section 2.2 of the Sample Agreement Exhibit A.

24. Is there a preferred lab testing methods and number of lab tests?

- Refer to Section 2.7 and Tables 1 and 2 of the Sample Agreement Exhibit A.

25. We would like to confirm that performing work on this phase will not preclude the ability to perform work on any future phases including engineering design and construction related services?

- The selected Consultant will be expected to be available to perform work on all three phases, if and to the extent approved. The selected Consultant will be precluded from performing work on any different but related contract, including a contract for construction.

26. Will the project be subject to both CA Prevailing Wage and Davis Bacon or only Davis Bacon?

- For any federally-funded work, the project will be subject to Davis-Bacon. For any work without federal funding, established California prevailing wages shall apply.

27. Please confirm that no private utilities are located within the area of drilling, confirming no private utility locating is required.

- Private utilities do exist which cross the DMC by license with Reclamation. Utilities are documented and will be provided to the selected Consultant. The Authority will work with the Consultant to clear areas prior to drilling.

28. Are there any [points] set aside for SBE or DVBE? Will there be extra points given for SBE or DVBE?

- See Question 9.

29. Are there any specifications for practical refusal, blow counts etc.?

- Refer to Section 2.2 of the Sample Agreement Exhibit A for drive sampling refusal criteria in terms of blow counts. Refusal of auger drilling shall be considered advance of less than 6 inches depth per 10 minutes while operating the equipment at a reasonable level of effort consistent with its capabilities (i.e. upper end of auger feed down pressure range with continuous auger rotation) or 50 blow counts per 1 inch, whichever is encountered first. CPT refusal shall be considered no advance with maximum down pressure of the equipment. While it is anticipated that the Consultant will make sincere efforts to advance the boring and sampling to the proposed depths, in no case should the Consultant operate their equipment to the point of causing equipment damage when practical refusal is apparent to the operator prior to meeting the aforementioned criteria for refusal. The Authority will not reimburse the Consultant for equipment damaged in attempt to advance drilling, sampling, or CPT to meet practical refusal criteria.

30. Can you send Pre Bid sign in sheet?

- See attached Pre-Proposal Sign in sheet.

31. Can we dictate order of exploration?

- Yes, within each Phase of the work, the order of the explorations is at the discretion of the Consultant, except as specified for companion CPTs and drill holes in Sections 2.1 and 2.2 of the Sample Agreement Exhibit A. The Consultant shall submit their proposed order and approximate schedule of explorations as soon as possible once under contract so that field biological surveys can be performed by Authority and Reclamation in advance of the field exploration and to allow time to plan for any potential mitigations.

32. Are there any cultural or environmental monitors on site? Any limitations?

- There may be mitigations required at specific sites based on pre-work biological surveys, including relocating explorations away from environmentally sensitive sites, or biological monitoring of nesting birds. The Authority will be responsible for conducting surveys.

33. Please confirm all drilling is on federal lands and that County drilling permitting is not required.

- All work will be located on federal right of way land. The Authority will work with the Consultant to identify county road easement boundaries to allow for relocation of explorations outside county easements. Drill permits are not a requirement of this contract, however the Consultant shall ensure all federal, state, and local laws are followed as stated in Section 2.0 Work Requirements.

34. Please confirm only monitoring wells are to be permitted through State via State Water Resources Control Board/DWR if not confirm otherwise?

- Well permits are required to be obtained through the State for all observation wells. No other permits are required through this contract, however the Consultant shall ensure all federal, state, and local laws are followed as stated in Section 2.0 Work Requirements.

35. Can we siphon off the canal water for drilling use?

- See question 5.

36. Are there any set work hours, days? Will we have full access of storage yards and sites?

- See question 4, indicating work must be limited to daylight hours.
- Full access is granted but limited to the extent of space available. The Patterson Yard is gated and unmanned but available for full use by consultant. The Los Banos Field office houses a majority of O&M staff and equipment and is limited on space within the gated area. There is ample room outside of the LBFO gates for equipment. Consultant is responsible for securing their own equipment and encouraged to visit the sites to inform themselves.

37. Are the Proposed Contract Changes highlighted below acceptable to the Authority?

- Accepted changes are incorporated into Item 6, Sample Agreement Changes.

Proposed Contract Changes Received by the Authority (highlighted/redlined below)
(continuation of question 37)

[PARTY] intends to submit a proposal in response to the Request for Proposal for DMC Subsidence Mitigation Geotechnical Explorations, Specification No. F22-DMC-047. Presented below are our proposed additions to the sample agreement (highlighted in yellow) and requested language to strike (red text). Please review and consider the requested changes.

- Article 1. Scope of Services. Prudently identify [PARTY]'s Proposal by No. and date for incorporation of our own scope of services in its entirety, including all applicable assumptions and/or limitations stated therein.

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A, as may be amended or augmented **mutually in writing** from time to time, and in accordance with this Agreement and the General Terms and Conditions for Professional Services set forth in Exhibit B, and for the compensation set forth in Exhibits C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Any change in the Scope of the Services, budget or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by Authority **and Consultant**.

- EXHIBIT A – SCOPE OF SERVICES.
 - Section 8.0 Performance at 150 calendar days is reasonable insofar [PARTY] can perform its services in accordance to the Standard of Care.

The Consultant shall perform and complete all associated Phase 1 work including the Final Geotechnical Data Report, within no more than 150 calendar days of contract award, **insofar in accordance to the Standard of Care. Subject to the foregoing**, the Consultant is encouraged to expedite the schedule as part of the selection criteria and should target transmittal of all interim data by July 30, 2021 and completion date of October 1, 2021 following anticipated award date of May 6, 2021.

- EXHIBIT B – GENERAL TERMS AND CONDITIONS.
 - Article 1. Scope of Services of Consultant.
 - Section A. Services: Consultant's Services consist of the Scope of Services described in Exhibit A to the Agreement, all in accordance with **the Standard of Care and** all terms of the Agreement and applicable laws and regulations.
 - Section G. Compliance with Laws: Consultant shall give all notices and comply with all **applicable** laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all **applicable** local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums.

If federal funding is obtained in connection with any Phase of the project work, Consultant shall comply with all federal requirements applicable at the time of notice to proceed with the work funded in whole or in part by federal funds and that are required in connection with such federal funding. Upon the Authority's request, Consultant shall furnish evidence satisfactory to the Authority that any or all of the foregoing obligations have been fulfilled.

- Article 2. Schedule.

Consultant shall perform in accordance with the **Standard of Care and the** time specified in the Agreement and shall perform the Phase 1 work in accordance with the schedule submitted with its proposal, as that schedule may be modified in consultation with the Authority including but not limited to based on the date that Authority issues the notice to proceed. Consultant shall perform Phase 2 and Phase 3 work, if a notice to proceed is issued with respect to either or both phases, in accordance with the schedule submitted to and accepted by the Authority for such phase of work.

- Article 6. Compensation; Taxes.

Payment Disputes: Authority may dispute any invoice or portion thereof which is not properly documented and in accordance with the Agreement. For any disputed payment, Authority shall provide written notice describing its dispute to Consultant. **Undisputed portions of** performance of the services outlined in this agreement must continue without interruption during the dispute of any invoice.

Taxes: Any and all **applicable** taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Authority.

- Article 9. Insurance.
 - Section A. Insurance. Forms require approval by [PARTY]'s insurance carriers as well, and all changes in insurance requirements are subject to [PARTY]'s concurrence and provided such coverage were commercially available.

Required Policies: Consultant and any sub-consultants shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A) Level VII, on forms acceptable to Authority **and Consultant's insurance carriers**, for the following **minimum** insurance coverages, which may be increased or expanded by the Agreement, **subject to Consultant's concurrence and provided such coverage is commercially available**:

Subsection 3. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, advertising liability, **blanket limited** contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent Consultants with limits of not less than one million dollars (\$1,000,000) for each occurrence, and annual aggregate of two million dollars

- Section B. Additional Terms.

Subsection 3. The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made

insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Authority, ~~any endorsement limiting coverage available to Authority that is otherwise required by this Article 9; and any policy or endorsement language that (i) negates coverage to Authority for Authority's own negligence; (ii) limits the duty to defend Authority under the policy; (iii) provides coverage to Authority only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured.~~ The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with Authority's rights under this Agreement.

Subsection 4. The insurer(s) issuing the required policies shall, **with the exception of Professional Liability or Workers' Compensation**, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Consultant for Authority, but this provision applies regardless of whether or not Authority has received the waiver of subrogation.

- Article 10. Indemnity, No liability for Consequential Damages.
 - A. Consultant shall, with respect to all work which is covered by ~~or incidental to~~ the Agreement, ~~defend~~, indemnify ~~and hold harmless~~ Authority, its officers, directors, ~~agents~~, representatives and employees (collectively "Authority"), from and against **uncontested any and all** liens and claims **for payment** asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense **but only** to the **proportionate** extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. ~~Consultant's duty shall include the duty to defend the indemnities as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to Authority for this defense obligation.~~ **The parties expressly agree that this indemnity provision does not include, and in no event shall Consultant be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of the services rendered by Consultant.** Consultant shall not be obligated under the Agreement to indemnify Authority to the extent that the damage is caused by the ~~active or sole~~ negligence or willful misconduct of Authority or its agent or servants other than Consultant.
 - C. Where any claim results from the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement by Authority and Consultant, the amount of such claim for which Authority or Consultant is liable as indemnitor under this Article shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence, willful misconduct or breach of the **Standard of Care in performance of** any provision of this Agreement bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence, willful misconduct or breach of any provision of this Agreement at issue.
 - F. In no event shall Consultant or Authority be responsible to the other for any form of consequential damages, including, but not limited to **any special, incidental, indirect, exemplary, punitive, penal or consequential damages**, however arising, incurred by either **Consultant or Authority or for which either may be liable to a third party, including** losses of use, sale, profits, financing, business and reputation, and attorney fees thereon.

- Article 13. Termination – Mutual Consent, Breach, and Convenience

C. In the event that either party Consultant fails to perform the terms and conditions of the Agreement, as required, after receiving seven (7) days written notice from the other party Authority of the purported breach and demand to cure, then and in such event, it Authority may terminate this Agreement for default.

F. Authority may terminate the Agreement at any time for convenience by giving Consultant at least thirty (30) calendar days' prior written notice. Upon receipt of the notice of termination, Consultant shall cease work, wrap up, and conclude work without undertaking any new tasks or work, deliver to Authority all work performed as of the effective termination date unless agreement and offset against the price for work retained by Consultant, as agreed by Authority.

H. If Authority terminates this Agreement for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article, and Consultant shall be entitled to receive payment for all satisfactorily performed services only the amounts payable hereunder in the event of a termination for convenience.

- o Article 15. Dispute Resolution.

Consultant and Authority shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to (1) the completion of mediation proceedings, and (2) prior to completion of Consultant's services under this Agreement.

Pre-Proposal Sign-In Sheet



PRE-PROPOSAL SIGN-IN SHEET

DMC SUBSIDENCE MITIGATION GEOTECHNICAL EXPLORATION
F22-DMC-047

LOS BANOS FIELD OFFICE
18785 CREEK RD, LOS BANOS, CA 93635
April 12, 2021
10:00AM

Name (Please Print)	Company	Contact Information	
Tom Bond	Gregg Drilling	Phone	925-788-2036
		Fax	
		Email	
Debanik Chaudhri	Shannon & Wilson	Phone	916 428 2317
		Fax	
		Email	dyc@shanwil.com
On-Man Lam	BSK	Phone	661-979-0391
		Fax	
		Email	olau@bskassociates.com
Haze Rodgers	Blackburn	Phone	916-761-3253
		Fax	
		Email	hazer@blackburnconsulting.com
Johnathan Wright	Crawford & Associates, Inc.	Phone	209-403-8625
		Fax	
		Email	john.wright@crawford-inc.com
Ben Crawford	Crawford & Assoc.	Phone	916 952 6684
		Fax	
		Email	ben.crawford@crawford-inc.com
Daniel Krancer	Petalogic Engineering & MPE	Phone	209 400 5729
		Fax	
		Email	dkrancer@petalogic.com
GABRIEL HUIZAR	TERRACON	Phone	209 367 3701
		Fax	209 337-8303
		Email	GHUIZAR@TERRACON.COM
Derrick Edler	Terracon	Phone	
		Fax	
		Email	Derrick.Edler@terracon.com

Addenda Acknowledgment Form

The Proposer shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Proposal.

Addenda Received and Acknowledged

No. 1 _____
No. 2 _____
No. 3 _____

Revisions to RFP Sections

The RFP Sections below have been revised, **as shown in redline**, to provide clarifications.

II. CRITICAL DATES

- April 5, 2021: RFP issued
- April 12, 2021 at 10:00 a.m.: Non-Mandatory Pre-Proposal Conference / Site Visit
Authority Los Banos Field Office, 18785 Creek Road, Los Banos, CA 93635
- April 14, 2021: Deadline to submit questions via email
- ~~April 19, 2021~~ **April 20, 2021**: Addendum issued, if necessary, addressing questions
- April 21, 2021: Last day to notify Authority of authorized email addresses for electronic submittal
- ~~April 22, 2021~~ **April 26, 2021 by 10:00 a.m.** **Proposals due via email or U.S. mail**
- April 28-29, 2021: Anticipated interview dates
- April 30, 2021: Notice of intent to award
- May 6, 2021: Anticipated contract award

III. SCOPE OF WORK paragraph 3 is changed to read as follows:

Notice is hereby given that this work is a “public work” within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that the **consultant and its sub-consultants are required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 at the time of bidding**. Failure of the proposer to be registered by the proposal due date will render the proposal non-responsive. Failure of a sub-consultant to be registered by the proposal deadline will preclude the proposer from using that sub-consultant.

Proposers are advised that this Project includes work defined as a public work by Labor Code section 1720, which requires payment of prevailing wages. Applicable rates are set forth in a schedule that may be found on the California Department of Industrial Relations home page (www.dir.ca.gov). Consultant must pay the prevailing wage rates, post copies thereof at the job site, and otherwise comply with applicable provisions of State law.

All entities performing work for which a contractor’s license is required must be properly licensed by the California Contractors State License Board, including drilling contractors holding a C-57 license or other license under which that work may be performed.

III. SCOPE OF WORK changed to read as follows:

A. Phases of Work

Phase 1:

2. Perform exploratory drill holes, tests, and sampling at specified locations along the length of the DMC.
 - a. Approximately 29 locations for a total cumulative depth of ~~2800~~ **2,900 feet**.
3. Install Observation Wells as directed in the specified drill holes.
 - a. Approximately 29 locations for a total cumulative depth of ~~2800~~ **2,900 feet**.

IV. PROPOSAL CONTENTS changed to read as follows:

5. Key personnel, Sub-Consultants, Laboratory, and Equipment

Identify as “Key Personnel” all ~~licensed professionals~~ **qualified staff** that will be providing services on the project. Identify any sub-consultants, and indicate which key personnel are employed by sub-consultants. Include a resume for each key personnel stating their

licenses and experience. Identify all specialized equipment required for the services and whether the equipment is leased or owned. Identify and discuss the qualifications of the selected testing laboratory or laboratories.

THIS SPACE IS INTENTIONALLY BLANK.

Sample Agreement Changes by the Authority

The following revisions are being made to the Sample Agreement and Exhibits, **shown in redline**.

AGREEMENT FOR PROFESSIONAL SERVICES

1. SCOPE OF SERVICES

Consultant shall provide the professional services described in the Scope of Services set forth in Exhibit A, as may be amended or augmented **mutually in writing** from time to time, and in accordance with this Agreement and the General Terms and Conditions for Professional Services set forth in Exhibit B, and for the compensation set forth in Exhibits C, Fees, Hourly Rates, and Reimbursable Costs/Expenses.

Any change in the Scope of the Services, budget or schedule set forth therein, or to any other matter materially affecting the performance of or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by Authority **and Consultant**.

2. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the date indicated and shall continue until the earlier of the completion of all required services, the Authority's election not to proceed with any Phase of the Agreement, or two (2) years from the effective date of the Agreement, unless earlier terminated by its terms. **Work must be limited to daylight hours throughout the project.**

EXHIBIT B-GENERAL TERMS AND CONDITIONS

ARTICLE 1. SCOPE OF SERVICES OF CONSULTANT

- A. Services: Consultant's Services consist of the Scope of Services described in Exhibit A to the Agreement, all in accordance with **the Standard of Care and** all terms of the Agreement and applicable laws and regulations.
- G. Compliance with Laws: Consultant shall give all notices and comply with all **applicable** laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all wages, fees, benefits, and other amounts due to personnel and sub-consultants in connection with their performance of services and as required by law; pay all **applicable** local, state, and federal taxes associated with its work; and pay all amounts required by law in connection with employees including, but not limited to, Social Security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance premiums. If federal funding is obtained in connection with any Phase of the project work, Consultant shall comply with all federal requirements applicable at the time of notice to proceed with the work funded in whole or in part by federal funds and that are required in connection with such federal funding. Upon the Authority's request, Consultant shall furnish evidence satisfactory to the Authority that any or all of the foregoing obligations have been fulfilled.
- I. Public Works: **The Authority affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore,**

subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Information on prevailing wages rates can be found on the following website: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

ARTICLE 6. COMPENSATION; TAXES

- F. Taxes: Any and all **applicable** taxes imposed or assessed on Consultant's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Authority.

ARTICLE 10. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES

- A. Consultant shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify and hold harmless Authority, its officers, directors, agents, representatives and employees (collectively "Authority"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct by Consultant or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Consultant's duty shall include the duty to defend the indemnities as required by Civil Code section 2778, ~~which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Consultant shall employ counsel reasonably acceptable to Authority for this defense obligation.~~ Consultant shall not be obligated under the Agreement to indemnify Authority to the extent that the damage is caused by the active or sole negligence or willful misconduct of Authority or its agent or servants other than Consultant.

ARTICLE 13. TERMINATION – MUTAL CONSENT, BREACH, AND CONVENIENCE

- c. In the event that **either party Consultant** fails to perform the terms and conditions of the Agreement, as required, after receiving seven (7) days written notice from **the other party Authority** of the purported breach and demand to cure, then and in such event, **it Authority** may terminate this Agreement for default.
- f. Authority may terminate the Agreement at any time for convenience by giving Consultant at least thirty (30) calendar days' prior written notice. Upon receipt of the notice of termination, Consultant shall cease work, wrap up, and conclude work without undertaking any new tasks or work, deliver to Authority all work performed **as of the effective termination date unless agreement and offset against the price for work retained by Consultant, as agreed by Authority.**
- h. If Authority terminates this Agreement for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this

Article, and Consultant shall be entitled to receive payment for all satisfactorily performed services ~~only the amounts~~ payable hereunder ~~in the event of a~~ termination for convenience.

ARTICLE 17. ADDITIONAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

J. Davis-Bacon and Copeland Acts

Contractor and its subcontractors shall fully comply with all provisions set forth in the Davis Bacon and Copeland Acts. These Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The acts apply to construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). In accordance with the Davis-Bacon Act, Contractor must pay the required wages not less than once per week. Copies of such prevailing rate of per diem wages are available at <https://beta.sam.gov/>