



City of Santa Monica

DRAFT
REQUEST FOR PROPOSAL (RFP)
For
Professional Engineering Services for the
2024 Salt and Nutrient Management Plan

Public Works Department, Water Resources Division
2500 Michigan Ave, Bldg. 1
Santa Monica, CA 90404

ISSUE DATE: **WINTER 2024**

PRE-PROPOSAL CONFERENCE: **TO BE DETERMINED**

QUESTIONS DUE: **TO BE DETERMINED**

SUBMITTALS DUE: **SPRING 2025**

APPROVED FOR ADVERTISEMENT:

City Contact

Proposer RFP Checklist

- Read the entire document.** Note critical items such as mandatory requirements; supplies/services required; submittal dates; format; contract requirements (i.e., insurance, performance and or reporting, etc.).
- Note the City's contact name, address, phone numbers, and email address.** This is the only person you are allowed to communicate with regarding this RFP and is an excellent source of information for any questions you may have.
- Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
- Take advantage of the "question and answer" period.** Submit your questions by the due date. View all answers given in the formal addenda issued for the RFP. All addenda issued for an RFP are posted on the City's online vendor portal: [ProcureNow](#) and will include all questions asked and answered concerning the RFP.
- Follow the format required in the RFP** when preparing your response. Provide point-by-point response to all sections in a clear and concise manner. The proposals are evaluated based solely on the information and materials provided in your response.
- Check the City's online vendor portal: [ProcureNow](#) for RFP addenda.** Before submitting your response, check whether any addenda were issued for the RFP. If so, you must submit a signed acknowledgment for each addendum issued along with your response
- Review and read the RFP document again** to make sure that you have addressed all requirements.
- Submit your response on time.** Note all the dates and times listed on the front page of the RFP document, and be sure to submit all required items on time. **Late proposals are never accepted.**

I. INTRODUCTION

The City of Santa Monica, (referred to hereafter as “the City”) is inviting proposals from qualified persons or firms (Proposers) interested in providing professional engineering services for the 2024 Salt and Nutrient Management Plan (SNMP). The City anticipates selecting one firm to perform the services.

This RFP establishes the procedures for soliciting detailed project information and cost proposals. This RFP provides the Project’s technical requirements, detailed requirements for preparing the proposals, the relative weighting of technical and cost proposals, and the criteria by which the proposals will be ranked. The proposals will be evaluated on a best qualified basis according to Santa Monica Municipal Code 2.24.190.

Proposals are requested from entities that have a demonstrated ability to perform the tasks identified in this RFP.

Proposal Calendar

The approximate procurement schedule is listed below. The schedule is the City’s best estimate for the Master Plan. The City is not bound to this schedule; however, best efforts will be made by all parties to meet the schedule shown below.

Activity/Task	Date
Requests for proposals issued	Winter 2024
Pre-Proposal Conference	To Be Determined
Submission of Inquiries	To Be Determined
Proposals Due Date	To Be Determined
Interviews, If Needed	To Be Determined
Final Candidate Selection	Spring 2025
Staff Recommendation made to City Council for Award for Bid	Spring 2025

A. PROJECT OVERVIEW

The City has established a goal of becoming water self-sufficient on local water resources and reduce its reliance on imported water supplies. To achieve this goal, the City has completed the Sustainable Water Infrastructure Project (SWIP), which includes a 1-million gallon per day (MGD) advanced water treatment facility and upgrades to the existing Santa Monica Urban Runoff Recycling Facility to serve up to 1.5 MGD of advanced treated recycled water for non-potable applications and groundwater replenishment through subsurface injection and plans to implement more recycled water projects. However, without an approved Salt and Nutrient Management Plan (SNMP) by the California Regional Water Quality Control Board (RWQCB), separate and laborious assimilative capacity and antidegradation analyses are necessary for every new application of recycled water. In addition, an SNMP is a critical management action identified in the Santa Monica Basin Groundwater Sustainability Plan (GSP) to support recycling projects and ensure attainment of water quality objectives for all stakeholders in the basin. The City is seeking a qualified consultant to prepare a SNMP, as is set forth in the California State Water Resources Control Board’s (SWRCB) Recycled Water Policy, to further the City’s recycled water portfolio.

The City produces groundwater from the Santa Monica Basin (SMB). The City is currently the sole municipal-supply producer of groundwater from the SMB, which covers approximately 50 square miles, and underlies and extends beyond the entire 8.3 square mile boundary of the City of Santa Monica. The City’s local groundwater supply is drawn from three sub-basins within the SMB: the Arcadia Subbasin, Charnock Subbasin, and Olympic Subbasin (Figure 1).

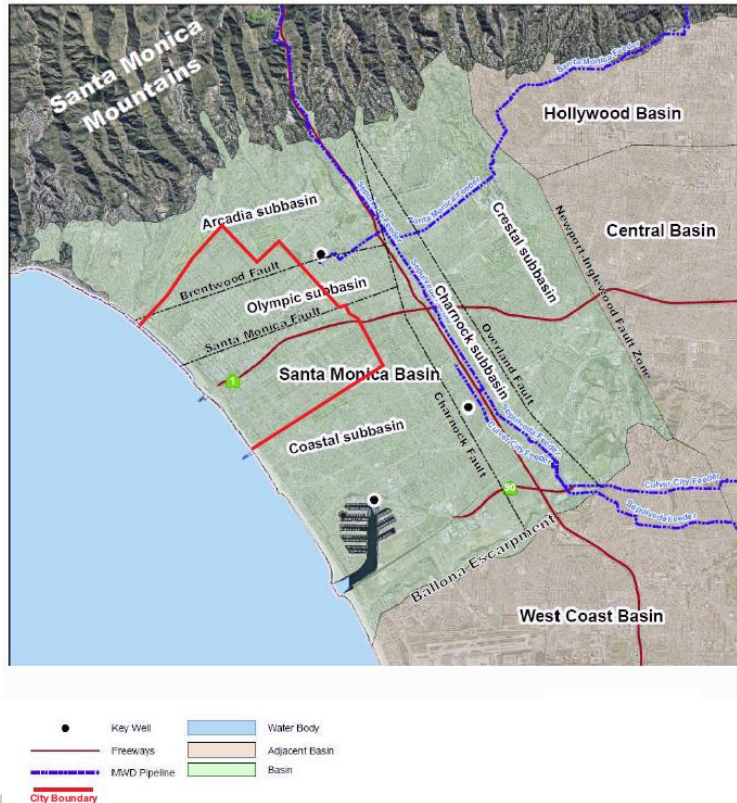


Figure 1: Santa Monica Basin

The SMB was designated by the California Department of Water Resources (DWR) as a medium-priority groundwater basin, thus subjecting the basin to the California Sustainable Groundwater Management Act (SGMA). The Santa Monica Basin Groundwater Sustainability Agency (SMBGSA) was formed in 2017 in accordance with SGMA. The five member agencies of the SMBGSA include the City of Santa Monica, the City of Beverly Hills, the City of Los Angeles by and through its Department of Water and Power, the City of Culver City, and the County of Los Angeles. The SMBGSA assumes the responsibility for ensuring ongoing sustainable management of the groundwater resources of the basin. The SMBGSA completed and submitted a GSP to DWR in January 2022. The long-term goals of the GSP include:

- Maintaining sufficient groundwater in storage and to allow for continued groundwater production that meets the operational demands and regulatory commitments of the City of Santa Monica as well as other groundwater producers and stakeholders.
- Ensuring groundwater conditions in the SMB support sufficient seaward flow of fresh water to prevent significant and unreasonable seawater intrusion in the Silverado aquifer.
- Continuing groundwater production at rates and in aquifers that do not impact the ability of groundwater dependent ecosystems to access groundwater.

The DWR approved the 2022 GSP on October 26, 2023. Efforts relating to the GSP can be found at <https://santamonica.gov/gsp>.

Development of the SNMP is a key priority for the GSA as outlined in the GSP. Management Action #3 outlines development of a SNMP for the basin to support water recycling projects for groundwater recharge, seawater intrusion barrier, and other municipal/industrial uses in the SMB. As the City expands its recycled water system and utilization of injection wells for groundwater replenishment, recycled water will play an integral role in maintaining the sustainability of groundwater conditions in the SMB, as outlined in the GSP Project #2 – Recharge Local Groundwater Aquifers. Although the City is currently the only GSA member agency actively participating in recycled water applications for non-potable uses and groundwater replenishment, the development of a SNMP will allow other member agencies to implement their own recycled water and stormwater capture projects more easily. The SNMP will also ensure attainment of water quality objectives and protection of the SMB for beneficial uses by developing basin monitoring programs and an implementation plan.

The City shall be designated as the lead agency for the development of the SNMP. Section 6 of the SWRCB's Recycled Water Policy outlines the procedure required for developing a SNMP.

PROJECT DOCUMENTS INCLUDED IN THE APPENDIX

The following project documents are included for your reference in the appendix to this RFP:

- Appendix A: 2018 Sustainable Water Master Plan Update (December 2018)
- Appendix B: 2022 Santa Monica Basin Groundwater Sustainability Plan (January 2022)
- Appendix C: 2022 Sustainable Water Infrastructure Project Antidegradation Study (January 2022)
- Appendix D: **To Be Determined**

B. SCOPE OF WORK

The City is seeking to develop a SNMP in coordination with the SMBGSA to support the management actions and projects identified in the approved SMB GSP and support the expansion of recycled water use and groundwater recharge by the City and GSA member agencies throughout the basin. The selected Proposer shall provide the services detailed in the tasks below.

Task 1. Project Management

This task shall include providing project management throughout the course of the project to ensure fulfillment of the project scope of work within budget and schedule. This addresses the management responsibilities associated with proper scheduling, budget control, review of work product and deliverables, invoice preparation and coordination with City staff and the Proposer's project team.

As part of the project management task, Proposer shall:

- A. Assign a project manager that will be the point of contact and coordinate all communication with the City.
- B. Facilitate a kick-off meeting that will be attended by selected Proposer, sub-consultants, and City staff. Prior to the kick-off meeting, the Proposer shall prepare a work plan to set forth the significant milestones and deliverables to ensure compliance with the established project execution strategy and project goals. Presentation of the work plan will be done at the kick-off meeting.
- C. Maintain a project schedule outlining all tasks, durations, milestone dates, and City review periods.
- D. Provide quality assurance and quality control (QA/QC) reviews through the course of the project. Provide adequate reviews of all work products and adherence to industry practices and standards.
- E. Facilitate monthly progress meetings with City staff for the duration of the project. The Proposer shall prepare and distribute the meeting agenda at least three working (3) days ahead of the meeting, lead the meetings, and prepare and distribute meeting minutes within five (5) working days of the meeting.
- F. Submit monthly progress reports and project schedule status updates along with invoices. Monthly progress reports shall include work performed, project concerns and schedule impacts, and work anticipated for the upcoming month.
- G. Use the City's SharePoint site as a repository for all project information.

Task 2. Data Collection and Review

This task shall include collecting and reviewing all background information and policies including, but not limited to, the SMBGSA GSP, SWRCB Recycled Water Policy, previous master planning documents, GIS data, hydraulic models, customer billing data, feasibility studies, record drawings, and any other pertinent data needed in the preparation of the SNMP. The Proposer shall prepare and submit a data collection request for to the City and to each other member agency of the GSA to assist in developing in SNMP. The Proposer shall use the City's SharePoint site as a repository for all collected information. All information used to develop the SNMP shall be based on data, reports, studies, or files that can be validated from the agency of issuance, and shall include, but not be limited to, author(s), dates of retrieval, and date of issuance. All information used to develop the SNMP shall be compiled in the Master Plan appendix or cited in the list of references. Proposer shall list any other information that may be helpful in the proposal to establish baseline conditions.

Task 3. Basin Conceptual Model and Mass Balance Model Evaluation for Salt and Nutrient Balance

The task shall include the refinement of the hydrologic conceptual model in conjunction with the development of a mass balance model to analyze the fate and transport of salts and nutrients in the SMB and assess the assimilative capacity of the SMB.

Task 3.1 Basin Conceptual Model

A comprehensive conceptual model for the SMB was developed as part of GSP by the SMBGSA consultant. This conceptual model includes the SMB hydrogeologic setting, the primary aquifers and aquitards, the chemical character of native groundwater, and sources of recharge to the SMB. The GSP conceptual model does not, however, include specific identification of salt and nutrient sources or an evaluation of indicator constituents for the SMB. Proposer shall assume the City and other GSA member agencies have the applicable data already collected, and no additional field work is required to complete the conceptual model for the SNMP. Please assume additional studies are not required and the information collected as part of Task 2 only needs to be compiled in a useable format for a SNMP. The Proposer shall have access to the model developed as part of the GSP. The Proposer shall provide a table of sources, a table of indicator constituents, and a figure of the conceptual model as part of Task 3.1.

Task 3.2 Mass Balance Model

Based on the SWRCB Recycled Water Policy, regional guidance, and accepted SNMPs prepared for adjacent basins, the Proposer shall develop a steady-state, continuously stirred mixing model to determine the mass balance of salts and nutrients entering and leaving the Subbasin. In this model, the mass balance calculations can be completed in MS Excel, or other software program as proposed by the Proposer, the Subbasin would function as the control volume, and the initial basin characteristics would be based on the flows from the existing MODFLOW model developed for the GSP and the salt and nutrient loadings from historical well data. Proposer shall assume that additional sources from existing or future projects as identified during conceptual model development would be included as separate source streams. Proposer shall provide a statistical analysis of the historical data used to develop trends and calibrate the model. Proposer shall assume up to six (6) scenarios. Proposer shall assume that results from the MODFLOW analysis from the GSP will be made available and that no changes will be made to the MODFLOW model. The Proposer shall provide the results of the mass balance analysis as part of Task 3.2.

Task 4. Plan Implementation and Assimilative Capacity Analysis

This task includes a description the existing management measures and development of a process for evaluating the potential impacts of future projects on the assimilative capacity of the Subbasin in a chapter within the SNMP. Implementation measures would be an outcome of the planning process and include historical and future conditions in the Subbasin. An assimilative capacity and antidegradation analysis were prepared for the Olympic Sub-basin to support the City's SWIP with respect to groundwater replenishment. The Proposer shall review the previously conducted analysis and expand on those efforts to prepare an assimilative capacity and antidegradation analysis for the SMB.

Task 5. Basin Monitoring Program

This task includes development of a Basin Monitoring Program for the SMB. A monitoring plan for water levels and water quality, specifically seawater intrusion, has already been developed for the SMB as part of the GSP. The Proposer shall use the monitoring plan for the GSP as a foundation

and expand the water quality monitoring, focusing on the constituents identified in the conceptual model and contaminants of emerging concern (CECs). Proposer shall identify in the Basin Monitoring Program monitoring locations and frequency, data gaps and stakeholders with monitoring responsibilities to adequately monitor all flow streams. The Proposer shall include a description of the monitoring plan along with all appropriate maps, figures, and tables. The Basin Monitoring Program must be usable as a stand-alone monitoring plan as well as inserted as content to the SNMP.

Task 6. Stakeholder and Regulator Engagement

This task includes stakeholder engagement with information applicable and/or responsible for the implementation of the projects or monitoring program identified in the SNMP. All salt and nutrient stakeholders including local agencies involved in groundwater management, owners and operators of recharge facilities, water purveyors, water districts, water masters, and salt and nutrient contributing dischargers including private well owners and other nongovernmental entities in addition to wastewater entities, need to be engaged in the process. For the development of the SNMP, the City shall be the lead agency, and the other SMBGSA member agencies – City of Beverly Hills, City of Los Angeles by and through the Los Angeles Department of Water and Power, City of Culver City, and the County of Los Angeles – shall be considered governmental stakeholder agencies. Nongovernmental entities which may be considered stakeholders include the five golf courses located within the SMB as well as other potential entities. The Proposer shall be responsible with the assistance of the City in gathering stakeholders' institutional knowledge, understanding of the issues and ideas for solutions, compiling historical data, and finally identifying the role of stakeholders, especially responsibilities moving forward in the implementation plan and Basin Monitoring Program. Proposer shall assume at least six (6) stakeholder workshops. The Proposer shall develop presentation materials for all stakeholder workshops.

In addition to stakeholder engagement, this task shall include coordination with the RWQCB during the development of the SNMP as well as review of the draft SNMP. Proposer shall assume three (3) virtual meetings with the RWQCB to review the SNMP. Finally, the Proposer shall assume one (1) in-person meeting at a regularly scheduled monthly RWQCB board meeting, to be scheduled by the RWQCB, to present the Final SNMP to the RWQCB board for final approval. Proposer shall develop presentation materials for all regulatory meetings.

Task 7. Preparation of SNMP

This task shall include the preparation of the SNMP document. The report shall include at a minimum the following required components per the SWRCB Recycled Water Policy:

- A. Stakeholder Roles and Responsibilities
- B. Basin Water Quality – Proposer shall include groundwater quality with appropriate background information, historical water quality, existing ambient conditions and basin water quality objectives for the SMB.
- C. Salt and Nutrient Balance – Proposer shall include results from Task 3 summarizing the following content:
 - i. Salt and Nutrient Source Identification
 - ii. Salt and Nutrient Loading Estimates, based on historical, existing ambient, and projected conditions and approximate inflows/outflows per the conceptual model developed for the GSP
 - iii. Basin/Sub-Basin Assimilative Capacity for Salt and Nutrients
 - iv. Fate and Transport of Salt and Nutrients
- D. Constituents of Emerging Concern (CECs) – Proposer shall review current guidance related to CEC monitoring and provide provisions for annual monitoring of CECs in SMB.
- E. Water recycling and stormwater recharge/use goals and objectives

- F. Implementation measures to manage salt and nutrient loading in the SMB on a sustainable basis – Proposer shall include results from Task 4 as well as the Basin Monitoring Program defined in Task 5.
- G. Antidegradation analysis demonstrating the projects included within the SNMP will, collectively, satisfy the requirements of the Antidegradation Policy (Resolution No. 68-16) – Proposer shall include results from Task 4.
- H. California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Compliance – Proposer shall verify compliance of the SNMP with CEQA/NEPA.

Proposer shall refer to the Regional Water Board Assistance in Guiding Salt and Nutrient Management Plan Development in the Los Angeles Region ([Microsoft Word - Regional Board Assistance in Guiding SNMP Development Revised \(ca.gov\)](#)) for recommendations with respect to potential additional content and identify in the proposal appropriate additional content for the SNMP.

Proposer shall furnish to the City a draft SNMP in electronic format in both original file formats (i.e., MS Word, MS Excel, etc.) for the main body of the document and appendices and PDF format for the draft SNMP in its entirety with attachments and appendices. The City and GSA member agencies shall have twenty (20) working days to review and provide comments. After submission of the SNMP, the Proposer shall schedule and facilitate a virtual draft SNMP review workshop with the City to present and summarize the SNMP including overview of the analyzes incorporated into the various sections of the document. The Proposer shall also present the draft SNMP to the SMBGSA and public during a regularly scheduled quarterly board meeting in person. The Proposer shall also assume one presentation of the draft SNMP is made to the City's Commission on Sustainability, Environmental Justice, and the Environment to solicit feedback from the Commission and public comment.

After receiving comments from the City, SMBGSA, and public, the Proposer shall prepare a log of all comments received, provide responses to each comment, and submit to the City for review and approval prior to incorporating the comment log as an appendix of the SNMP. The Proposer shall revise the draft SNMP including attachments and appendices in response to those comments as appropriate and furnish three (3) paper copies and one (1) electronic copy in PDF format of the Final SNMP in its entirety with attachments and appendices within fifteen (15) working days of receipt of the approved comment log.

Task 8 – Optional Tasks

Task 8.1 – Value Added Services

The City is interested in any additional tasks that the Proposer believes would be beneficial to the SNMP. Please include a brief description of the proposed task and its benefits to the SNMP as well as level of effort associated with each optional services task.

C. CITY CONTACT

The City has designated XXX, as its contact (the “City Contact”) for this request for proposals (this “RFP”). The City Contact’s information is listed below:

XXX

City of Santa Monica,
Public Works Department/Water Resources Division
2500 Michigan Ave, Bldg. 1
Los Angeles, CA 90404

Telephone: XXX

E-mail: XXX

Availability: Monday through Friday, 9:00 AM to 5:00 PM

Any inquiries or requests regarding this procurement should be submitted via [ProcureNow](#). Other City officers, agents, employees or representatives do not have authority to respond on behalf of the City. Contact with unauthorized City personnel during the selection process may result in disqualification.

CITY’S ONLINE VENDOR PORTAL

The website for this RFP and related documents is: [ProcureNow](#) or <https://secure.procurenw.com/portal/santa-monica-ca>. All project correspondence will be posted on the [ProcureNow](#) website. It is the responsibility of Proposers to check the website regularly for information updates and RFP clarifications, as well as any RFP addenda.

D. ORIGINAL DOCUMENTS

Proposer shall complete and return the following documents:

- Proposal (including cost proposal)
- RFP Addenda if issued
- Non-Discrimination Policy Acknowledgement
- Non-Collusion Declaration (this does **not** need to be notarized)
- Certification Regarding Debarment
- Prevailing Wage Acknowledgement

If you are selected to provide the service, you will need to submit the following forms:

- [Oaks Initiative Disclosure Form](#) (if the award amount is >\$25,000 annually; identifies recipients of public benefit in relation to political donation restrictions: [click here](#) for more information)
- [Living Wage Certification](#) (if the award amount is >\$54,200)

You must also obtain a business license, or provide your current business license number. You can go to the [Business License page](#) for more information.

E. PREVAILING WAGE

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts.

No contractor or subcontractor may be listed on a bid proposal for a public works project (**submitted on or after March 1, 2015**) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (**awarded on or after April 1, 2015**) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

F. BEST QUALIFIED PERSON OR FIRM

The award, if any, will be made to the best qualified person or firm(s). In evaluating whether a proposer(s) is (are) the best qualified person or firm(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

1. The training, credentials and experience of the person or firm;
2. The demonstrated competence, ability, capacity and skill of the person or firm to perform the contract or provide the services;
3. The capacity of the person or firm to perform the contract or provide the service promptly, within the time specified, and without delay;
4. The sufficiency of the person's or firm's financial and other resources;
5. The character, integrity, reputation and judgment of the person or firm;
6. The ability of the person or firm to provide such future service as may be needed;
7. The price which the person or firm proposes to charge, including whether the price is fair, reasonable and competitive; and
8. Any other factor which will further the intent set forth in Section 608 of the City Charter.

The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary proposer.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the City of Santa Monica procurement codes and procedures.

1. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the City prior to the proposal closing time.

Late proposals are not accepted by "ProcureNow", the website for proposal submission.

2. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

3. **Incurring Cost**
Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer.
4. **Prime Consultant Responsibility**
Any agreement that may result from the RFP shall specify that the prime consultant is solely responsible for fulfillment of the agreement with the City. The City will make agreement payments only to the prime consultant.
5. **Sub-consultants**
Use of sub-consultants must be clearly explained in the proposal, and major sub-consultants must be identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used.
6. **Amended Proposals**
A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble proposal materials.
7. **Proposer's Rights to Withdraw Proposal**
Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the City Contact.
8. **Proposal Offer Firm**
Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer, if one is requested.
9. **Best and Final Offer**
The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.
10. **Living Wage Requirement**
Any agreement issued as a result of this Request for Proposal may be subject to the City's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 (LWO), and its implementing regulations.
11. **Disclosure of Proposal Contents**
All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 *et seq.*, and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.
12. **No Obligation**
This RFP in no manner obligates the City to the eventual rental, lease, purchase, etc., of any goods or services offered until a valid written agreement is executed by the City and the selected proposer.

13. **Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Monica.

14. **Sufficient Appropriation**

Any agreement awarded for multiple years as a result of this RFP may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the selected proposer. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the selected proposer as final.

15. **Errors and Restrictive Specifications**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should immediately notify the City Contact designated in Section I, C. Without disclosing the source of the request, the City may issue a written addendum to clarify the ambiguity, or to correct the problem, omission, or other error.

If prior to the submission date, a proposer knows of or should have known of an error in the RFP but fails to notify the City Contact of the error, the proposer shall submit their proposal at his, her or its own risk, and, if awarded an agreement, shall not be entitled to additional compensation or time by reason of error or its later correction.

16. **Legal Review**

The City requires that all proposers agree to be bound by the General Requirements contained in this RFP.

17. **Governing Law**

This RFP, and any agreement entered into pursuant to this RFP, are governed by the laws of the State of California.

18. **Oral Changes and Basis for Proposal**

Proposers may not rely upon oral explanations. All changes and addenda will be issued in writing. Only information supplied by the City in writing through the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

19. **Agreement Terms and Conditions**

The agreement between the City and the selected proposer(s) will follow the format specified by the City and contain the terms and conditions set forth in Exhibit A, Professional Services Agreement. However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the agreement.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Exhibit A, that proposer must propose specific alternative language in his, her, or its proposal. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changes followed by the specific proposed alternate wording. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

20. **Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in an agreement negotiated with the City.

21. **Proposer Qualifications**

The City may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFP.

22. **Right to Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements, provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

23. **Change in Agreement or Representatives**

The City reserves the right to require a change in the selected proposer or representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

24. **City Rights**

The City reserves the right to award the proposal to separate proposers on any of the services as set forth in the proposer's proposal. It is further understood that if the proposer to whom any recommended award is made fails to enter into an agreement with the City, award may be made to the next best qualified person or firm, who shall be bound to perform as if she, he or it received the award in the first instance.

25. **Right to Publish**

Throughout the duration of this procurement process and agreement term, potential proposers, and proposers, must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent agreement. Failure to adhere to this requirement may result in disqualification of the proposer or termination of the agreement.

26. **Ownership of Proposals**

All documents submitted in response to the RFP shall become the property of the City of Santa Monica and are subject to the provisions of the California Public Records Act, as described in Section II. A. 11. herein.

27. **Agreement Award**

Proposal will be evaluated by a committee comprised of City staff and may include outside consultants (the "Evaluation Committee"). The Evaluation Committee will make an award recommendation to City staff. City Council may give approval of the agreement and/or direct staff to negotiate the final terms and execute the agreement.

This agreement shall be awarded to the proposer or proposers whose proposal is best qualified, taking into consideration the evaluation factors set forth in the RFP. The most qualified proposal may or may not have received the most points or be the lowest cost proposal. Proposers will be notified when the award is being made or an award recommendation goes to the City Council for approval.

28. **Protest Deadline**

All parties wishing to file a protest shall comply with the procedures set forth below.

Proposer may file a written protest with the Director of Public Works no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website. The protest must include the name address and telephone number of the protestor and or the person representing the protesting party.

The written protest must set forth in detail all grounds for the protest including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to the requirements of this Section may be rejected as invalid.

Once a protest has been filed with the Director of Public Works no contract shall be awarded until the Director of Public Works has issued his or her final determination on the protest. The Director of Public Works shall review the merits and timeliness of the protest and issue a written decision to the protestor within ten calendar days of receipt of the protest. The Director of Public Works shall have final authority to sustain or deny a protest. The Director of Public Works decision shall constitute the City's final determination on the protest.

Protests received after the deadline will not be accepted.

29. Prevailing Wage, Apprentices, Penalties & Certified Payroll

In accordance with the provisions of Labor Code Section 1773.2, the Director of Industrial Relations has determined the general prevailing rates of wages and employer payments for health, welfare, vacation, pensions and similar purposes applicable, which is on file in the **State of California Office of Industrial Relations**. The contractor shall post a copy of these prevailing wage rates at the site of the project. It shall be mandatory upon the contractor to whom the contract is awarded and its subcontractors hired to pay not less than the said prevailing rates of wages to all workers employed by him in the execution of the contract as required under Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, including, but not limited to, Sections 1771, 1774 and 1815.

It is the duty of the contractor and subcontractors to employ registered apprentices and to comply with all aspects of Labor Code Section 1777.5.

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1776, 1777.1, 1777.7 and 1813.

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records. The prime contractor is responsible for submittal of their payrolls and those of their subcontractors as one package. Payroll records shall be certified and made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor pursuant to Labor Code Section 1776.

The contractor, and any work performed under this CSA, shall, at all times comply and be in accordance with, and subject to the provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California.

III. SUBMISSION FORMAT AND ORGANIZATION

A. **RECYCLING / SUSTAINABILITY BID SUBMISSION GUIDELINES**

Proposal responses shall be Electronic only.

B. **NUMBER OF RESPONSES**

Proposers may submit multiple proposals, if desired. The City is not recommending or suggesting that proposers submit multiple proposals. The City is merely stating an available option. If a proposer chooses to submit multiple proposals, each must be entirely separate from the others. The Evaluation Committee will not collate, merge, or otherwise manipulate the proposer's proposals.

C. **NUMBER OF COPIES**

Proposers shall provide one (1) digital copy of the proposal via ProcureNow.

The proposal shall be limited to **twenty-five (25) pages**, excluding letter of transmittal, dividers, resumes and appendices, which consist of:

- RFP Addenda if issued
- Non-Discrimination Policy Acknowledgement
- Non-Collusion Declaration (this does **not** need to be notarized)
- Certification Regarding Debarment

Five (5) 11"x17" pages are allowed for the proposal and each count as one page toward the total allowed pages.

D. **PROPOSAL FORMAT**

1. **Letter of Transmittal (no more than 2 pages)**

- a. Identify the submitting organization;
- b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization;
- f. Acknowledge receipt of any and all amendments to this RFP.

2. **Project Work Plan**

Describe your understanding of the project and approach to the project. Include deliverables, milestones, assumptions, and identify potential risks that could delay the project. List any resources you expect the City to provide.

3. **Qualifications**

Provide a brief summary of your firm's history, its capabilities, and its recent relevant experience (last five years). Emphasis should be placed on recent experience of performing similar scope of services as outlined in this RFP. The Proposer should identify how the scope of work items listed in this RFP relate to three (3) to five (5) reference projects within the past five years. Each reference project shall include the following information:

- Name and location of the project.
- Description of type and extent of services provided for each project.
- Name and address of each project owner/sponsor.

- Name and contact information (phone and e-mail) of the owner's/sponsor's representative familiar with the project and services provided by the Proposer. Please confirm that the person listed can be contacted by the City.
- Brief description of the services provided and the Proposer's role
- Applicability and relevance of the referenced project to the services required by the City.
- Overall cost of the project, if completed, or projected project cost if still in progress.
- Start and completion date of each project
- Proposed team members that have worked on the reference project and role.

The Proposer could provide any additional qualifications (e.g., experience matrix or summary table or relevant experience), as desired, to demonstrate their qualifications.

4. Key Personnel

Describe the project team composition, including any subconsultants, and include resumes of key personnel (2 pages per resume maximum). Proposed members should be available for ninety (90) days from the proposal due date. The City must be promptly notified of any changes in key personnel prior to award.

5. Cost Proposal

Submit cost proposal to accompany the proposal. Cost proposal will not count toward the page limit of the proposal. Provide a proposed total fee outlining the proposal and identify the hourly fee schedule for all personnel to be involved in the project. The hourly rates should include fringe benefits, indirect costs and profit. The Proposer should also indicate what percentage of the scope of work is expected to be completed by each individual or pay classification included in fee proposal. The Proposer should also include percentage markups for any subconsultants, if applicable. Additionally, if applicable, a schedule of reimbursable expenses should be included. The City will not open the cost proposal until after evaluating the proposal per Section IV.

IV. EVALUATION

A. EVALUATION POINT SUMMARY

All proposals meeting the minimum requirements will be further evaluated using the following criteria and point structure. Evaluations will be based on the weighted criteria listed below, which correspond to information requested in various sections of the proposal:

Note: Only those that achieve a score of 50 points or more will be eligible for consideration and evaluation under this proposal.

CRITERIA	MAXIMUM POINTS
Project Understanding/Work Plan	25
Experience / Technical Competence	20
Quality Control and References	15
Cost of Services	20
Value Added / Breadth of Service	10
Presentation/Demonstration (if needed)	10
TOTAL POINTS	100

B. EVALUATION FACTORS

Project Understanding/Work Plan: Points may be awarded based on the consultant's demonstrated understanding of the particular work and work plan required to produce the City of Santa Monica's Domestic Water Master Plan and its ability to perform the work within a reasonable time frame. Evaluation will be based on the details shown in the firm's proposed work plan.

Experience and Technical Competence: Points may be awarded based on the evaluation of the proposer's knowledge and prior experience. Evaluation will be based on relevant experience of key personnel based on resumes showing technical knowledge and experience. Evaluation will also be based on level of the firm's previous projects of comparable complexity, scale and nature; training and proven expertise in the area of work required; experience in projects completed for public entities. Also, the evaluation will be based on the ability and past experience in assembling a highly qualified team and the ability to provide the City with management and representatives assigned to the engagement and provide assurance of resources to accommodate changes or turnover in staff.

Quality Control and References: Points may be awarded upon an evaluation of proposer's work for similar engagements and how quality control was achieved with previous clients on similar work. Please submit at least three references from public entities of similar size and scope. Additionally, provide evidence of insurance; description of firm size and structure, including number of partners and owners; and confirmation of firm's independence and license to practice in California. Points may also be awarded based on how the distinctive goals established for each component of the project are to be met. Brief descriptions of previous project experiences should be used as examples of how quality control was achieved with former clients.

Cost of Services, Cost Control: Points may be awarded for the best price, fixed or blended hourly rate or annual not to exceed fee listed separately for each contract term. The City shall not open the cost proposal unless the Proposal meets a minimum of 50 points based on other evaluation factors identified in this Section. The Proposer's overall cost proposal for the project should reflect cost effective work and services. Cost control, performance within

budget allocations, prudent auditing practices, management and clear and constant communication with City staff are essential to the success of this project. Brief descriptions of previous project experiences should be used as examples of how this was achieved with former clients, along with key examples of the firm's accuracy in cost estimating.

Value Add/Breadth of Service: Points may be awarded based on the Proposer's ability to provide insight and information, industry best practices and the ability to effectively communicate information to management and provide technical training or resources.

Presentation/Demonstration (if needed): The City reserves the right to hold interviews with the top 3 scoring firms based on the previous evaluation factors. In this case, points for the interview may be awarded based upon qualifications of the project team, effective communication and understanding of the project goals, experience with similar projects, and the quality of responses to questions.

C. CONSULTANT SELECTION PROCESS:

Selection

The City of Santa Monica, through either the City Council or the City Manager (or his designee) has the sole authority to select the consulting firm and reserves the right to reject any and all proposals. The City reserves the right to approve or reject all sub-consultants and engineers proposed to be retained by the prime consultant. Upon signing of the agreement, no change in proposed personnel or sub-consultants can be made without the City's review and written authorization.

By submitting a response to this RFP, prospective consultants waive the right to protest after award or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to select any number of finalists. In addition, the City reserves the right to issue written notice to all prospective consultants of any changes in the RFP terms or proposal submission schedule, should the City determine in its sole and absolute discretion that such changes are necessary. The City reserves the right to request additional information from any proposing consultant and to reject any and all proposals. All original work products, including computer files, shall remain the property of the City.

The City reserves the right to retain an expert to evaluate the proposing consultant's work or qualifications at all stages in the selection process. Additionally, any contract entered into will be subject to termination at any stage if in the judgment of the City, such termination is in the best interest of the City. In the event such decision is made, appropriate written notice would be given before any termination and the consultant would be compensated on a pro-rata basis for work performed.

The responsible proposer whose Proposal is the most advantageous to the City, taking to consideration all the evaluation factors will be recommended for the contract award. Notwithstanding the Evaluation Team's selection, the City reserves the right to award this RFP and the resultant Contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion. The City is the sole and exclusive judge of quality and compliance with RFP specifications in any of the matters pertaining to this RFP.

Contract Award and Execution

Selection of a proposer with whom the City enters into contract negotiations with, or a recommendation of an award by the Evaluation Committee or any other party, does not constitute an award of Contract. Once the City formally awards the contract, the successful

consultant will be notified to enter into an agreement. If the selected consultant does not enter into the agreement, the City will begin negotiations with the second highest ranking proposing consultant.

Please review all contract forms prior to submitting a proposal. The City of Santa Monica intends to use these forms as the baseline agreements with the successful consultant. The City will not entertain proposals to make material changes to the contract form once the project has been awarded. If you wish to request changes to the contracting forms, you must do so during the proposal process. In addition, the City requires compliance with several other policies and ordinances, proposing consultants will need to complete these Exhibits and submit with their Proposal.

The RFP document and the successful proposal response, as amended by agreement between the City of Santa Monica and the successful consultant, will become part of the contract documents. Additionally, the City of Santa Monica may verify the successful consultant's representations that appear in the proposal. Failure of the successful consultant to perform as represented may result in elimination of the successful consultant from further negotiation or in contract cancellation or termination.

No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a consultant shall be binding. The City of Santa Monica shall not be bound, or in any way obligated, until the City has awarded the contract and all documents have been executed. The proposing consultant may not incur any chargeable costs prior to final contract execution.



City of Santa Monica Non-Discrimination Policy Acknowledgment

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, gender, gender identification, gender expression, sexual orientation, marital status, AIDS or disability.
- (2) Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of these procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

B. Non-discrimination in Employment

- (1) Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
- (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.

- (2) Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Contractor shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination policy.
- (5) Contractor certifies and agrees that it will deal with its sub-Contractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender, gender identification, gender expression, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Contractor shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal non-discrimination laws shall constitute a finding by City that Contractor has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Contractor violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal Financial Assistance.

Signature/Date

Name of Proposer



NON-COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

_____, being first duly sworn, deposes, and says: that He/She is:

(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of _____
(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

Signature/Date

Name of Proposer



**CITY OF SANTA MONICA
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

This certification must be completed for your proposal to be considered.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) The Bidder and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the System for Award Management (SAM) or being considered for the SAM OR ineligible to work on contracts for violations of California Labor Code Sections 1777.1 or 1777.7;
- 2.) "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position);
- 3.) The Bidder also certifies that if awarded a contract it shall provide immediate written notice to the City of Santa Monica if, at any time, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by City of Santa Monica may render the Bidder non-responsive;
- 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City of Santa Monica may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, any other statements made by me are true and correct.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

Name of Company: _____ RFP No. : _____

CITY OF SANTA MONICA OAKS INITIATIVE NOTICE

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000 over a 12-month period.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form. This information must be updated and supplied every 12 months.



CITY OF SANTA MONICA OAKS INITIATIVE DISCLOSURE FORM

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity.

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Name(s) of persons or entities receiving public benefit:

Name(s) of trustees, directors, partners, and officers:

Name(s) of persons with more than a 10% equity, participation, or revenue interest:

Prepared by: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

FOR CITY USE ONLY:

Bid/PO/Contract # _____

Permit # _____

DRAFT

WHAT IS PREVAILING WAGE?

All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations (DIR), according to the type of work and location of the project. California's prevailing wage laws ensure that the ability to get a public works contract is not based on paying lower wage rates than a competitor. All bidders are required to use the same wage rates when bidding on a public works project. Contractors/Consultants must comply with the prevailing wage requirements. A project must meet prevailing wage requirements when it is twenty-five thousand dollars **(\$25,000) or more when the project is for NEW construction work**, or fifteen thousand dollars **(\$15,000) or more when the project is for alteration, demolition, repair, or maintenance work**.

WHAT MUST CONTACTORS/CONSULTANTS/VENDORS DO TO FOLLOW THE LAW?

Contractors/Consultants and subcontractors/subconsultants which bid on and are awarded City of Santa Monica prevailing wage project must comply with **four** general labor compliance obligations:

1. **Register as a Public Works Contractor with the Division of Labor Standards Enforcement (DIR)**
2. **Pay Prevailing Pages**
3. **Comply with Apprenticeship Standards**
4. **Mail Hard Copies of Certified Payroll Records and ancillary documents to the City of Santa Monica OR submit electronic payrolls via LCP Tracker© or equivalent certified payroll software, as approved by the City and upload payrolls electronically to DIR on a Weekly Basis**

CONTRACTOR REGISTRATION

To submit a bid or work on a Prevailing Wage project, contractors and subcontractors are required to register with the Division of Labor Standards Enforcement *even if you don't have a contractor license*. Registration cost is \$400 and covers fiscal year July 1st through June 30th. Failure to register will result in a \$2,000 penalty if the unregistered contractor:

- Bid on a public works project on or after March 1, 2015
- Was awarded a public works contract on or after April 1, 2015 or
- Intentionally allowed registration to lapse while bidding or working on a public works project

Contractors must meet the following requirements to register:

- Have workers compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Have a Contractors State License Board license if applicable to trade.
- Have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Not be under federal or state debarment.
- Not be in prior violation of this registration requirement once it became effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

PAY PREVAILING WAGES

California law requires that not less than the general prevailing rate of per diem wages be paid to all workers employed on a public works project. The prevailing wage rate is issued by the Office of Policy, Research and Legislation twice a year, February 22nd and August 22nd. In determining what wage determination for the life of the project, the contractor shall refer to the advertised bid date the Awarding Body published the first “Notice Inviting Bids” or RFP Advertise Date which resulted in a contract being awarded. If the City did not advertise the public works project for bid, other benchmark events, including the first written memorialization of the agreement concerning public works elements of the project or contract governing the award of public funds will be utilized instead. Current and Superseded prevailing wage determinations can be found at the following website: <http://www.dir.ca.gov/DLSR/PWD>

- ✓ Contractors/Consultants must have required labor posters posted on the job site (or break area), where signs are made clearly available for employees to review.
- ✓ Drivers performing both on-site and off-site hauling of materials either to or from a public works construction project must be paid the prevailing wage. Bona fide material suppliers *are exempt* from prevailing wage requirements.
- ✓ Workers who are required to report to the contractor’s office, yard, or other designated areas at the beginning and/or end of their shift shall be paid at the worker’s prevailing wage rate of pay for any travel time to and from the job site. This drive time shall be included when calculating any overtime due to the worker.
- ✓ Workers hauling and delivering ready-mixed concrete for a public works contract shall be paid the current prevailing wage rate from the time they set out from the batch plant until they return to the batch plant. (California Labor Code § 1720.9)
- ✓ Fringe Benefits (Health & Welfare, Pension, & Vacation) must either be paid to the worker, or to the appropriate third-party trust fund as part of a non-union employee’s hourly wage rate. A completed Fringe Benefit Statement must be provided for each contractor/consultant & subcontractor/subconsultant employed on the project.
- ✓ Pay the corresponding “training” rate that appears on the Director’s Wage Determination for each craft or trade to the California Apprenticeship Council (CAC) or an approved DAS program.
- ✓ Prime Contractors/Consultants are responsible for the proper insurance and compliance of ALL subcontractors, owner operators, vendors and suppliers who provide personnel to work at the job site.
- ✓ Representatives from the City of Santa Monica will monitor the job site and perform on-site interviews with employees performing labor at any time during construction except during rest periods or meal breaks

APPRENTICESHIP STANDARDS

Apprentices are required on Public Works projects greater than \$30,000 for any “apprenticeable craft”. This is required under State Labor Code, California Labor Code §§ 1777.5.

Contractor’s/Consultant’s Responsibilities:

- ✓ **Submit contract award information for each apprenticeable craft required on the project using the DAS 140 form prior to performing work.** If you are approved to train apprentices, you must send the contract award information to your apprenticeship committee.
- ✓ All apprentices working on City projects must be registered in either a State and/or Federally Approved Apprenticeship Program. See: <https://www.dir.ca.gov/das/publicworks.html>
- ✓ If your company is not approved to train apprentices, you must send the DAS 140 to all of the applicable apprenticeship committees whose geographical area (County) of operation includes the area of the public works projects. DAS approved Apprenticeship programs can be found by using the search engine on the DAS website. Those programs that are the result of that search may or *may not be in the County in which the job is located* but they have been approved by the DAS to receive the DAS140. In some cases, a program will have statewide approval or approval of a certain number of counties i.e., 12 Southern California Counties and DAS approval is based on County not a City.
- ✓ Contractors/consultants who employ journeyman or apprentices in any “apprenticeable craft” must contribute to the California Apprenticeship Council (CAC) the amount reflected as the hourly “training” rate that appears on the Director’s wage determination, for each hour worked. A contractor is also entitled to take credit for such contributions made to a DAS approved apprenticeship program that can supply apprentices to the site of the public work. The training contribution is a distinct obligation of the contractor under the Labor Code and cannot be satisfied by paying the required hourly contribution directly to the employee.
- ✓ **Contact the applicable apprenticeship committee to request apprentices for each apprenticeable craft or trade on your project using the DAS 142 form.** The form must be submitted at least three business days before the apprentice is to report to the jobsite and it must be sent to the apprenticeship committees providing training in the applicable craft or trade whose geographical area of operation includes the site of the public work. If the apprenticeship committee does not dispatch apprentices, the contractor must request apprentice dispatch from another committee in the geographical area of the site of the public work and must request dispatch from each committee either consecutively or simultaneously until the contractor has requested dispatches from each such committee in the geographical area. (www.dir.ca.gov/das/publicworks.html)
- ✓ Employ apprentices in the correct ratio to journeyman of no less than one hour of apprentices work for every five hours of labor performed by a journeyman. If the contractor agrees to be bound by the standards of an apprenticeship program, the ratio may be no higher than the ratio stipulated by the apprenticeship program. (California Labor Code §§ 1777.5 (d) and (g))
- ✓ Provide worker’s compensation benefits to apprentices.
- ✓ Proof of registration from California’s State Division of Apprenticeship Standards (DAS) for each apprentice must be maintained.



APPRENTICESHIP STANDARDS (CONTINUED)

In the event Contractors/Consultants or Subcontractor/Subconsultant fails to comply with the obligation to hire apprentices or employ apprentices in the correct ratio, **the City of Santa Monica will prepare an Apprenticeship complaint that will be filed with the DIR.** The City will apply a withhold that is to be applied until the DIR's ruling is received.

CERTIFIED PAYROLL REQUIREMENTS

Certified Payroll Records shall be submitted electronically through the DIR's Online Certified Payroll System AND mail original HARD copies of the A-1-131 form or provide a form that includes ALL required information from the A-1-131 form weekly to: Gafcon, Inc, Attn: Lizette Rodriguez, 660 South Figueroa Street, Suite 1790 Los Angeles, CA 90017 OR Contractor may submit electronic payrolls (as approved by the City). Contractor payroll records are subject to review by the City of Santa Monica as outlined in California Labor Code §§ 1776 and 1812.

- ✓ Public Works Small Project Exemption is for contractors who work exclusively on small projects and are not required to be registered as public works contractors or file electronic certified payroll reports through the DIR's online system. However, prevailing wages must still be paid on projects and contractors are still required to MAIL original HARD copies of the payroll weekly to Gafcon. Small project exemption is based on the contract amount of the entire project, not a contractor's subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed:
 - \$25,000 for new construction, alteration, installation, demolition or repair
 - \$15,000 for maintenance
- ✓ Payrolls shall be due weekly from the Prime Contractor/Consultants and ALL subcontractors/subconsultants, owner-operators, vendors and suppliers who provide personnel to work at the job site.
- ✓ The payroll must be completed in its entirety, including the employee's home address and social security number. Incomplete payrolls will not be accepted, and a progress payment withheld will be applied until acceptable payrolls are submitted.
- ✓ Statement of Non-Performance is submitted in lieu of a certified payroll any/all weeks a contractor remains on the job, but no work is performed, including on-call/as-needed contracts – see example **Attachment 4**.
- ✓ A Statement of Compliance must be completed and signed with each certified payroll record.
- ✓ Authorized Signatory is to be completed and signed by an Owner, Officer or other person(s) with authority under penalty of perjury to so affirm, that the records for certified payroll are originals which truly depict fully and correctly the craft of type of work performed, hours and days worked, and the amounts disbursed by way of check.
- ✓ Fringe Benefit Statement for each trade utilized on the project must be updated prior to completing the first payroll by each contractor/consultant and each time fringe benefit rates change.
- ✓ "OTHER" deductions, if any, including deductions for 401K, must be fully explained in writing and an authorization for the deductions must be signed by the employee and submitted with the first payroll on which the deduction is shown.
- ✓ Daily Reports are to be submitted for all days worked on site. The reports should contain names of employees, total hours worked, and description of work performed on that given day.
- ✓ Employee Itemized Check Stubs will be requested at random but no more than one employee per each month worked if no issues are discovered.

✓

CERTIFIED PAYROLL REQUIREMENTS (CONTINUED)

- ✓ The City conducts on-going audits of certified payrolls and ancillary documents by requesting payroll records and ancillary documents during the course of the project. If these documents are not submitted to the City with the requested time frames, a withhold will be applied to your contract.
- ✓ The City will email a monthly request for information via a "Issues List" (**Attachment 1**) to Prime Contractor/Consultants. The Prime Consultant has 10 days to submit requested information.
- ✓ Owner/operators, sole proprietors, or business owners, *must also submit certified payroll reports.*
- ✓ If your firm will use LCP Tracker© or equivalent certified payroll software (as approved by the City) a CD of the entire payrolls must be submitted to the City upon project completion.
- ✓ Password and Login to LCP Tracker© or equivalent certified payroll software (as approved by the City) must be provided to the City's Prevailing Wage Consultant.

REQUIRED PRE-CONSTRUCTION CONFERENCE

The City of Santa Monica requires a mandatory pre-construction conference with the Prime AND Sub-Contractors (Prime Consultants/Subconsultants) prior to the job start. This meeting can be conducted telephonically or in person. At this meeting the City's Labor Compliance consultant will discuss federal and/or state labor law requirements applicable to the contract and will provide a packet of information containing templates for contractors use. The Prime Contractor/Consultant will be required to sign the ***Check List of Labor Law Requirements*** at the end of the conference, acknowledging that the City has provided the contractor with information regarding each federal and state requirement per **Attachment 2.**

SANCTIONS

- ✓ The City may withhold funds on progress payments due to the Prime for the failure to submit required reports and/or documents by the Prime or ANY of the subs on the job. The City's Withhold Policy is **Attachment 3.**
- ✓ Contractors/Consultants violating the prevailing wage requirements are subject to a penalty of up to \$200 per day for each worker paid less than the prevailing wage rate, in addition to having to restore the differences in wages paid. (California Labor Code § 1775)
- ✓ Contractors/Consultants are also subject to a penalty of an additional \$25 per day for each worker paid less than the prevailing wage rate for overtime work -- over 8 hours per day or more than 40 hours per week. (California Labor Code § 1813)
- ✓ In the event of an underpayment of wages, the Contractor/Consultant has 60 days to retribute those wages to the worker(s). If the Contractor/Consultant fails to pay the restitution within 60 days, liquidated damages in an amount equal to the unpaid wages will be assessed. Liquidated damages will be due the worker. (California Labor Code § 1742.1)
- ✓ Failure to utilize apprentices as specified, or to provide proof that apprentices were requested and denied, may subject the contractor to a penalty of up to \$100 for each calendar day that the contractor worked on the project. A contractor/consultant that commits a second or subsequent violation within a three-year period may be subject to a penalty of up to \$300 for each calendar day that the contractor/consultant worked on the project. (California Labor Code §1777.7)
- ✓ Failure to submit Certified Payroll Records within requested time receipt of a written request will be subject to a penalty of \$100 per calendar day per employee until strict compliance is effectuated. (California Labor Code §§ 1776 and 1777.1).



PREVAILING WAGE JOB ACKNOWLEDGMENT FORM

- ✓ A Prevailing Wage Job Notice and Acknowledgment Form (**Exhibit 5**) must be submitted with each bid/proposal for work with the City of Santa Monica. The Prime and all subcontractors/consultants who will work on the job are required to submit the form.
- ✓ If any adjustments are made to the project including, but not limited to, the addition, substitution, or removal of Subcontractor(s) the City requires the submission of an updated Prevailing Wage Job Notice and Acknowledgment Form. Addition of any New Subcontractor(s) will be subject to approval by the City's Labor Compliance Consultant. New subcontractors/subconsultants cannot come onto City jobs unless a Prevailing Wage Job Notice and Acknowledgment Form has been submitted and approved. For the addition, substitution, or removal of any Subcontractor(s), the City may require a written request by the Prime Contractor, which will be subject to written approval by the Project Manager.

PREVAILING WAGE RESOURCES

Division of Labor Standards Enforcement (DLSE)- Laws and Regulations

<https://www.dir.ca.gov/dlse/dlseLaws.html>

Certified Payroll Reporting

<https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

Contractor Registration

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

DIR Contact Information

<https://www.dir.ca.gov/Public-Works/ContactUs.htm>

Division of Apprenticeship Standards - Public Works Information

<https://www.dir.ca.gov/DAS/PublicWorksForms.htm>

State of California, Division of Labor Standards Enforcement, Public Works Manual

<http://www.dir.ca.gov/dlse/PWManualCombined.pdf>

Prevailing Wage Determinations

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

CITY OF SANTA MONICA PREVAILING WAGE STAFF

For questions on Prevailing Wage in the City of Santa Monica, please contact Lizette Rodriguez at (310) 458-8721, ext. 2341, lizette.rodriquez@smgov.net.

ATTACHMENTS

Attachment 1: Issues List

Attachment 2: Check List of Labor Law Requirements

Attachment 3: City of Santa Monica's Labor Compliance Withhold Policy- Professional Services

Attachment 4: Statement of Non-Performance

Attachment 5: City of Santa Monica Prevailing Wage Job Acknowledgment Form

<p>City of Santa Monica Civil Engineering - PROJECT NAME SPXXXX</p> <p>LIST OF LCP ISSUES TO BE RESOLVED</p> <p><i>Last Chart Update: 1/15/2019</i></p> <p><i>Wage Determination: LA 2017-2</i></p> <p><i>GC: COMPANY NAME</i></p> <p><i>DIR #: XXXXXX</i></p> <p><i>COSM PM: PROJECT MANAGER NAME</i></p>	
SUB NAME (Sub to PRIME NAME)	Comments
Withhold	<p>Last Payroll Received w/e: 12/22/2018</p> <p>1st Payroll Received w/e: 12/15/2018</p> <p>Deficiencies/Issues</p> <p>Forms: Submit or Resubmit with the following information</p> <p>ECPR Submission: Submit through eCPR</p> <p>DAS 140 - Public Works Contract Award Information - Submit form with proof of submission.</p> <p>DAS 142 - Request for Dispatch of Apprentices - Submit form with proof of submission.</p> <p>CCR "A" - Labor Compliance Checklist (Attachment "A") - Submit signed form. Will need to call in for LCP Pre-Con.</p> <p>Training and Fringe Benefit Contributions - Proof of contribution payments - <i>Submit CAC-2 form with canceled check copy and/or itemized training fund or fringe contribution statements showing employees names, hours & contribution rates with canceled check copy for: Submit report and canceled check copy for December 2018.</i></p> <p>Fringe Benefit Statement - Submit form.</p> <p>Daily Reports - All contractor daily reports are required to be submitted before payroll reports can be reviewed. Submit for all days worked on site.</p> <p>Itemized Check Stubs and Canceled Check Copies - Please submit both forms of proof of payment for the following check #'s.</p> <p>Travel and Subsistence - Please submit your travel and subsistence policy per the collective bargaining, union or contractor agreement and proof of payment to employees TBD</p> <p>Authorized Signatory - Submit for person certifying payroll on behalf of the company.</p> <p>Authorization for Payroll Deduction Forms - Submit for any employees with deductions such as wage garnishments, child support orders, etc.</p> <p>Certified Payroll: Resubmit with the following information</p> <p>Submit payroll version generated by your payroll program or in the A-1-131 format.</p>

CHECKLIST OF LABOR LAW REQUIREMENTS

City of Santa Monica (Enter Department Name)

(Project Name)

Project# (Enter Number)

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors pursuant to Labor Code section 1770 et seq.

The contractor is responsible for obtaining and complying with all applicable general prevailing wage rates for trades workers and any rate changes, which may occur during the term of the contract. Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects pursuant to Labor Code section 1777.5.

3. Penalties

Penalties, including forfeitures and debarment, shall be imposed for contractor/subcontractor failure to pay prevailing wages, failure to maintain and submit accurate certified payroll records upon request, failure to employ apprentices, and for failure to pay employees for all hours worked at the correct prevailing wage rate, in accordance with Labor Code sections 1775, 1776, 1777.7, and 1813.

4. Certified Payroll Records

Pursuant to Labor Code section 1776, contractors and subcontractors are required to keep accurate payroll records which reflect the name, address, social security number, and work classification of each employee; the straight time and overtime hours worked each day and each week; the fringe benefits; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee hired in connection with a public works

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request.

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls weekly to the LCO. In the event that there has been no work performed during a

given week, the certified payroll record shall be annotated "No Work" for that week. All non-redacted certified payrolls should be sent to:

Gafcon, Labor Compliance (City of Santa Monica)
660 South Figueroa Street, Suite 1790
Los Angeles, CA 90017

5. Nondiscrimination in Employment

Prohibitions against employment discrimination are contained in Labor Code sections 1735 and 1777.6; the Government Code; the Public Contracts Code; and Title VII of the Civil Rights Act of 1964, as amended.

6. Kickback Prohibited

Pursuant to Labor Code section 1778, contractors and subcontractors are prohibited from accepting, taking wages illegally, or extracting "kickback" from employee wages.

7. Acceptance of Fees Prohibited

Contractors and subcontractors are prohibited from exacting any type of fee for registering individuals for public work (Labor Code section 1779); or for filling work orders on public works contracts (Labor Code section 1780).

8. Listing of Subcontractors

Contractors are required to list all subcontractors hired to perform work on a public works project when that work is equivalent to more than one-half of one percent of the total effort (Public Contract Code section 4104.).

9. Proper Licensing

Contractors and subcontractors are required to be properly licensed. Penalties will be imposed for employing workers while unlicensed (Labor Code section 1021 and Business and Professions Code section 7000, et seq. under California Contractors License Law).

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition (Business and Professions Code sections 17200-17208).

11. Workers' Compensation Insurance

All contractors and subcontractors are required to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of Labor Code sections 3700 and 1861.

12. OSHA

Contractors and subcontractors are required to comply with the Occupational Safety and Health laws and regulations applicable to the particular public works project.

13. Prohibition against hiring undocumented workers

Federal law prohibits contractors and subcontractors from hiring undocumented workers and requires all contractors and subcontractors to secure proof of eligibility/citizenship from all workers.

14. Itemized wage statements

Contractors and subcontractors are required to provide itemized wage statements to employees pursuant to Labor Code section 226.

The undersigned contractor hereby acknowledges that the City has provided the contractor with information regarding each item listed above. In accordance with federal and state laws, and with City’s policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing labor law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

For the Contractor:

Signature Date

Title

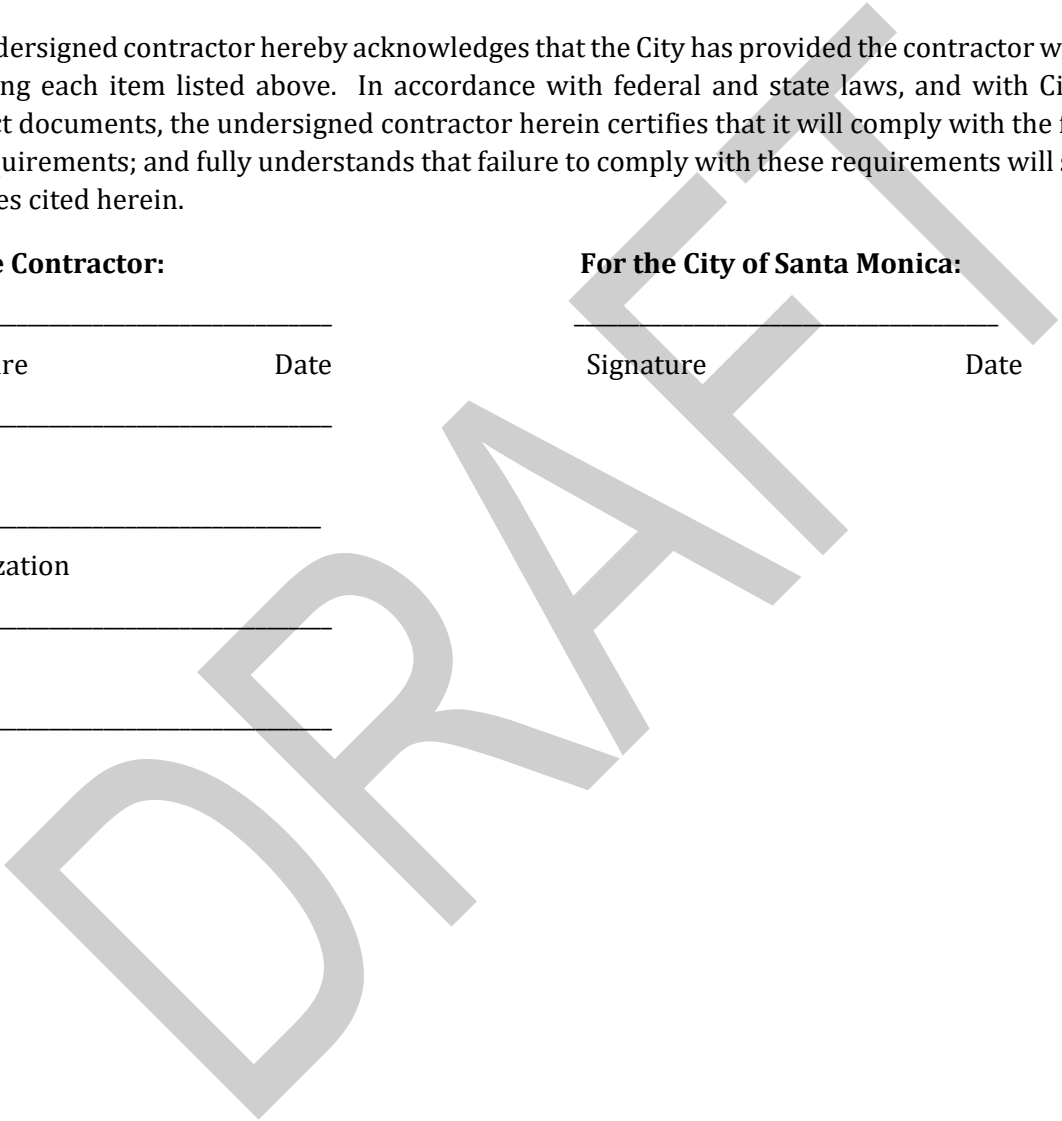
Organization

Project

E-Mail

For the City of Santa Monica:

Signature Date





City of Santa Monica, Labor Compliance Withhold Procedures for:

Professional Services Agreements and Construction Management Agreements

Withhold Amount for All Prevailing Wage Contracts: \$2,500 monthly (multiple months equal additional \$2,500 withholds) *not to surpass contract amount.*

Reason for Withhold Applied: Payroll 30+ Days Delinquent Payrolls or missing Ancillary Payroll Documentation: Failure to Submit Division of Apprentices Standards: DAS140/DAS142 (Apprentice documents)/ Fringe Backup/Underpayment of Prevailing Wage/Missing Proof of Payment to Training Fund. There is not a separate withhold for ancillary and payroll docs, each withhold is a single withhold (of \$2,500).

Ancillary Payroll Documentation= DAS 140/DAS142(Apprentice documents)/ Fringe Backup/Underpayment of Prevailing Wage/Missing Proof of Payment to Training Fund
Certified Payrolls= Certified Payrolls with a Statement of Compliance signed by the Company's President, Payroll Administrator, or other Authorized staff person.

Attachment 3
City of Santa Monica's Labor Compliance Withhold Policy
Professional Services /Construction Management Agreements
(Consultants)(Page 1 of 2)

Number of Days After Prevailing Wage Covered Work Commences	Process	Document	Deadline
30 Days [1st Notice]	The "Issues List" identifies the outstanding/and or incorrect items, missing Ancillary Payroll. Documents or missing Certified Payrolls. Issues list will request documents for the Consultant + Sub Consultant. The Prime Consultant is responsible to collect and submit all requested documents (including all docs for subs).	A "Issues List" summarizing missing items is emailed from the City to the Consultant.	Consultant has <u>10 days</u> to provide requested documents.
60 Days [2nd Notice- Notice of Withhold]	<p>a. If delinquent on repeat request pertaining to missing <i>Ancillary Payroll Documents</i>, the City will recommend a withhold \$2,500 and will attach back up to the invoice summarizing the withhold reason.</p> <p>b. If delinquent on repeat request pertaining to <i>missing Certified Payrolls</i>, the City will recommend a withhold amount and will attach back up to the invoice summarizing withhold.</p> <p>c. If an underpayment is noted, an underpayment audit will be drafted and the amount indicated in the Issues list is identified as the Underpayment Recommended Withhold. Back up calculations will be presented to the Consultant.</p>	"Issues List" submitted Via Email & Certified Mail by the City to the Prime Consultant.	Consultant has <u>10 days</u> to provide requested documents.

Attachment 3

Santa Monica's Labor Compliance Withhold Policy Professional Services /Construction Management Agreements (Consultants) (Page 2 of 2)

Number of Days After Prevailing Wage Covered Work Commences	Process	Document	Deadline
90 days [Withhold Applied]	<p>If 2nd Notice of Withhold— Withhold funds from current payment to the Consultant:</p> <ul style="list-style-type: none"> a. if delinquent on repeat requests pertaining to <i>Ancillary Payroll Documentation</i>, an additional withhold will be recommended by the City (\$2,500). b. If delinquent on repeat requests pertaining to <i>Certified Payrolls</i>, the City will recommend an additional withhold (\$2,500). c. If underpayment not paid to workers: Underpayment Withhold. A copy of the underpayment audit and back up calculations will be presented to the Consultant & withheld in current payment. d. During this review and upon issuance of the Issues List, if the Consultant has ongoing Payroll issues that have not been resolved for over two (2) months, the City will note this on the Issues Lists. Consultant will be notified with the intent of complaint to the DIR/DISE if there is that failure to comply within 30 days. The City will complete draft complaint form and attach with the email and mailed correspondence. e. Release of Labor Withhold: If requested documents were returned & approved to the City, the withhold will be released on the following payment to the Consultant. 	<p>"Issues List" submitted Via Email & Certified Mail by the City to the Consultant.</p>	<p>Withhold Applied if requested documents not received.</p>
120 Days [Public Works Complaint Submitted to DIR]	<ul style="list-style-type: none"> a. if requested information is not received for 3 months after original request, the City will submit a Public Works Complaint to the DIR under LC 1742. b. Release of Labor Withhold: If requested documents were returned to the City and approved, withhold to be released on the following month's payment. 	<p>"Issues List" submitted Via Email & Certified Mail by the City to the Consultant.</p>	<p>Withhold Applied if requested documents not received</p>
150 Days to Project Acceptance [Monthly Basis] 35 Days after Project Acceptance	<ul style="list-style-type: none"> ▪ If delinquent on repeat requests pertaining to <i>Ancillary Payroll Documentation</i>, the City will recommend an additional withhold monthly of \$2,500. ▪ If delinquent on repeat requests pertaining to <i>Certified Payrolls</i>, the City will apply an additional monthly withhold (\$2,500). ▪ Prior to making final payment, the City will confirm that all labor compliance documents are submitted. If they are still missing, City will withhold funds from final progress payment to the Consultant. ▪ If delinquent on each requests pertaining to <i>Ancillary Payroll Documentation</i>, the City will recommend an additional monthly withhold (\$2,500). ▪ If delinquent on repeat requests pertaining to <i>Certified Payrolls</i>, the City will recommend an additional monthly withhold (\$2,500). 	<p>"Issues List" submitted Via Email & Certified Mail by the City to the Prime Consultant.</p> <p>"Issues List" submitted Via Email & Certified Mail by the City to the Consultant.</p>	<p>Withhold Applied if requested documents not received Withhold Applied if requested documents not received</p>

Attachment 4
Statement of Non-Performance

STATEMENT OF NON-PERFORMANCE

I do hereby certify that no persons employed with the above-mentioned contractor/subcontractor worked on the project:

Contract of subcontract number _____ during the payroll period commencing on the _____ day of _____ and ending on the _____ day of _____.

I, _____, the undersigned, am the _____
(Name – print) (Position in business)

with the authority to act for and on the behalf of _____, certify under
(Name of Contractor/Business)

penalty of perjury that the records of copies thereof submitted and consisting of Non-Performance Payroll, 1 Page are the originals or true, full and correct copies of the originals
(Description, Number of Pages)

which depict the payroll record(s) of the actual disbursements by way of cash, check or whatever form to the individual named.

Date: _____ Signature: _____

Attachment 5
Prevailing Wage Job Acknowledgment Form

First Page for **Prime Contractors/Consultants/Vendors**

Second page for **Subcontractors/Subconsultants**

DRAFT

City of Santa Monica Prevailing Wage Job Acknowledgment Form

Prime Contractor/ Consultant/ Vendor

A Prevailing Wage Job Notice and Acknowledgment Form must be submitted with each bid/proposal for work with the City of Santa Monica. **The Prime and all subcontractors/consultants who will work on the job are required to submit the form.** Prime Contractors/Consultants must list all subs they intend to use for the Project (Attach additional sheet for each subcontractor).

Project Name:	
SP Number or Bid No:	
Location(s) of Work:	

The City will assist your firm in determining the most relevant classification given the information provided to the City's Prevailing Wage Consultant, but it is the sole responsibility of the Prime Contractor/Vendor to ensure that they are utilizing the correct classifications at all times on the project. At bid submittal, contractors must complete the Prevailing Wage Job Acknowledgment form, with classifications they anticipate will be working on the job. Should additional classifications be needed and/or utilized not indicated on the form, prior to the new classification working onsite contractor must submit revised Prevailing Wage Job Acknowledgment form with updated classifications.

Please indicate **all classifications** your company plan to use:

#	Craft	Group Number/ Trade Classification	Determination Number	Issue Date	Number of Staff	Apprenticeable? Y/N

By signing below the contractor attests that he/she has read and understands this document, that he/she is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he/she is an owner, officer, or other duly authorized representative of the firm; that he/she and each of his/her subcontractors is registered with the California DIR; and that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract. Corrections or alterations to this form may trigger the escalation/de-escalation clause of your bid documents.

Company Name: _____

Address: _____

Email Address: _____ Phone Number: _____

Contractor State License Board Number (CSLB): _____ PWC Registration Number: _____

Name of Apprenticeship Program affiliated with (if any): _____

Contractor/Consultant Representative Signature: _____ Date: _____

Print Name and Title: _____

<i>For City of Santa Monica Internal Use Only</i>	Approved By: _____	Date: _____
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Sub-Contractor/ Sub-Consultant/ Vendor

A Prevailing Wage Job Notice and Acknowledgment Form must be submitted with each bid/proposal for work with the City of Santa Monica. **The Prime and all subcontractors/consultants who will work on the job are required to submit the form.** Prime Contractors/Consultants must list all subs they intend to use for the Project (Attach additional sheet for each subcontractor).

Project Name:	
SP Number or Bid No:	
Name of Prime Consultant Working For:	
Location(s) of Work:	

The City will assist your firm in determining the most relevant classification given the information provided to the City's Prevailing Wage Consultant, but it is the sole responsibility of the Prime Contractor/Vendor to ensure that they are utilizing the correct classifications at all times on the project. At bid submittal, contractors must complete the Prevailing Wage Job Acknowledgment form, with classifications they anticipate will be working on the job. Should additional classifications be needed and/or utilized not indicated on the form, prior to the new classification working onsite contractor must submit revised Prevailing Wage Job Acknowledgment form with updated classifications.

Please indicate **all classifications** your company plan to use:

#	Craft	Group Number/ Trade Classification	Determination Number	Issue Date	Number of Staff	Apprenticeable? Y/N

By signing below the contractor attests that he/she has read and understands this document, that he/she is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he/she is an owner, officer, or other duly authorized representative of the firm; that he/she and each of his/her subcontractors is registered with the California DIR; and that he/she is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract. Corrections or alterations to this form may trigger the escalation/de-escalation clause of your bid documents.

Company Name: _____

Address: _____

Email Address: _____ Phone Number: _____

Contractor State License Board Number (CSLB): _____ PWC Registration Number: _____

Name of Apprenticeship Program affiliated with (if any): _____

Contractor/Consultant Representative Signature: _____ Date: _____

Print Name and Title: _____

For City of Santa Monica Internal Use Only Date: _____	Approved By: _____
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**CITY OF SANTA MONICA
LIVING WAGE ORDINANCE**

**Certification for Providers of Services to the City of Santa Monica
(Fiscal Year 20/21 – July 1, 2020 through June 30, 2021)**

***TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO
THE CITY OF SANTA MONICA IN EXCESS OF \$54,200***

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of **\$17.13 per hour** for certain employees of contractors providing services to the City where services exceed \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license.

The Living Wage Ordinance applies the services sought pursuant to this bid and **bid**ders are required to prepare and return the **Living Wage Certification Form**. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions to:

City of Santa Monica Finance Department
Attention: Living Wage Compliance Section
1685 Main Street, Mail Stop 09
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at finance.mailbox@smgov.net or by phone 310-458-8281.

CITY OF SANTA MONICA
LIVING WAGE ORDINANCE CERTIFICATION
July 1, 2020 through June 30, 2021

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE
CITY OF SANTA MONICA IN EXCESS OF \$54,200**

MINIMUM WAGE - \$17.13 per hour

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE

If this contract is not subject to the Living Wage Ordinance requirements, please note the reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) _____ contractor is a government agency and is exempt
- (b) _____ contractor is a City grantee and is exempt
- (c) _____ contractor is a non-profit corporation and is exempt
- (d) _____ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) _____ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include the full name of each employee performing labor or providing services under the contract, job classification, and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Contractor: _____ Bid Number (if applicable): _____

Service Description:

CITY OF SANTA MONICA BUSINESS LICENSE

WHO NEEDS A BUSINESS LICENSE?

1. Is this vendor physically located in the City of Santa Monica?

0Yes (Vendor must have a City of Santa Monica business license - contact the Business License unit for the appropriate forms. Skip question 2 & continue to **“ADDITIONAL REQUIREMENTS”** section below)

0No (Continue to the next question)

2. Does this vendor physically come into the City of Santa Monica to conduct business and/or make deliveries?

0Yes (Vendor must have a City of Santa Monica Out-of City Business License - contact the Business License unit for the appropriate forms. Continue to **“ADDITIONAL REQUIREMENTS”** section below)

0No (STOP, no license needed)

ADDITIONAL REQUIREMENTS:

If this vendor is located in or comes into the City of Santa Monica to conduct business, in addition to having a CITY OF SANTA MONICA BUSINESS LICENSE, they will be required to have insurance (see agreement for descriptions).

The business license documentation is only required from the successful Proposer.

EXHIBIT A

Attach PSA or Custom PSA
Check with Procurement if unsure to which template

DRAFT

EXHIBIT B

Attach INSURANCE REQUIREMENTS

Check with Risk Management to which template should be used.

DRAFT