

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 21 day of February 2023, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and **AQUA STAFFING, A CORPORATION IN THE STATE OF CALIFORNIA** with its principal place of business at **7353 CALLE CONIFERA, CARLSBAD, CA 92009** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **ON-CALL LICENSED TEMPORARY STAFFING** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **ON-CALL LICENSED TEMPORARY STAFFING** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional **ON-CALL LICENSED TEMPORARY STAFFING** consulting services for **STATE CERTIFIED OR LICENSED PERSONNEL QUALIFIED TO WORK IN WATER RECLAMATION, DOMESTIC WATER PRODUCTION, DOMESTIC WATER DISTRIBUTION, DOMESTIC WATER TREATMENT, RECYCLED WATER SERVICES, CERTIFIED MAINTENANCE SERVICES AND OTHER LICENSED OR CERTIFIED UTILITIES/PUBLIC WORKS SERVICES PERSONNEL** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **ON-CALL LICENSED TEMPORARY STAFFING** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **THE DATE NOTED IN SECTION 1** to **JANUARY 31, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.4 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.5 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **SHEETAL "SHAY" CHAWLA, MANAGING DIRECTOR.**

3.2.6 City's Representative. The City hereby designates **DUSTIN BURNSIDE, UTILITIES MANAGER**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the

Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.7 Consultant's Representative. Consultant hereby designates **SHEETAL "SHAY" CHAWLA, MANAGING DIRECTOR**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.8 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.9 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.10 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where

applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOURTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. IF the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and IF the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated

in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **AQUA STAFFING
7353 CALLE CONIFERA
CARLSBAD, CA 92009
ATTN: SHEETAL "SHAY" CHAWLA, MANAGING DIRECTOR**

City: City of San Clemente
380 AVENIDA PICO, BLDG N
San Clemente, CA 92672
ATTN: **JULIE SCHMIDT, MANAGEMENT ANALYST II**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

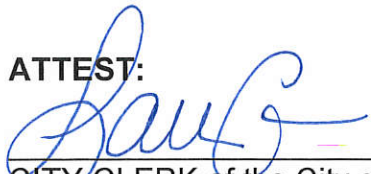
3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

ATTEST:



CITY CLERK of the City of
San Clemente, California

CITY OF SAN CLEMENTE

By: Ray Hill

Its: City manager

Dated: 2-24, 2023

APPROVED AS TO FORM:
BEST BEST & KRIEGER

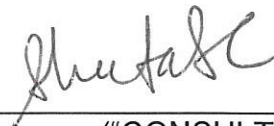


City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING:



Finance Authorization



(“CONSULTANT”)

By: Sheetal Chawla (Sheel)

Its: DIRECTOR

Dated: Jan 23, 2023

EXHIBIT "A"
SCOPE OF SERVICES

Please see attached Proposal from Aqua Staffing dated December 8, 2022.

EXHIBIT "B"
SCHEDULE OF SERVICES

Please see attached Proposal from Aqua Staffing dated December 8, 2022.

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Consultant does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial

Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

Please see attached Proposal from Aqua Staffing dated December 8, 2022.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated: Jan 23, 2023

Sheetal

Consultant

By: Sheetal Chawla (Shay)

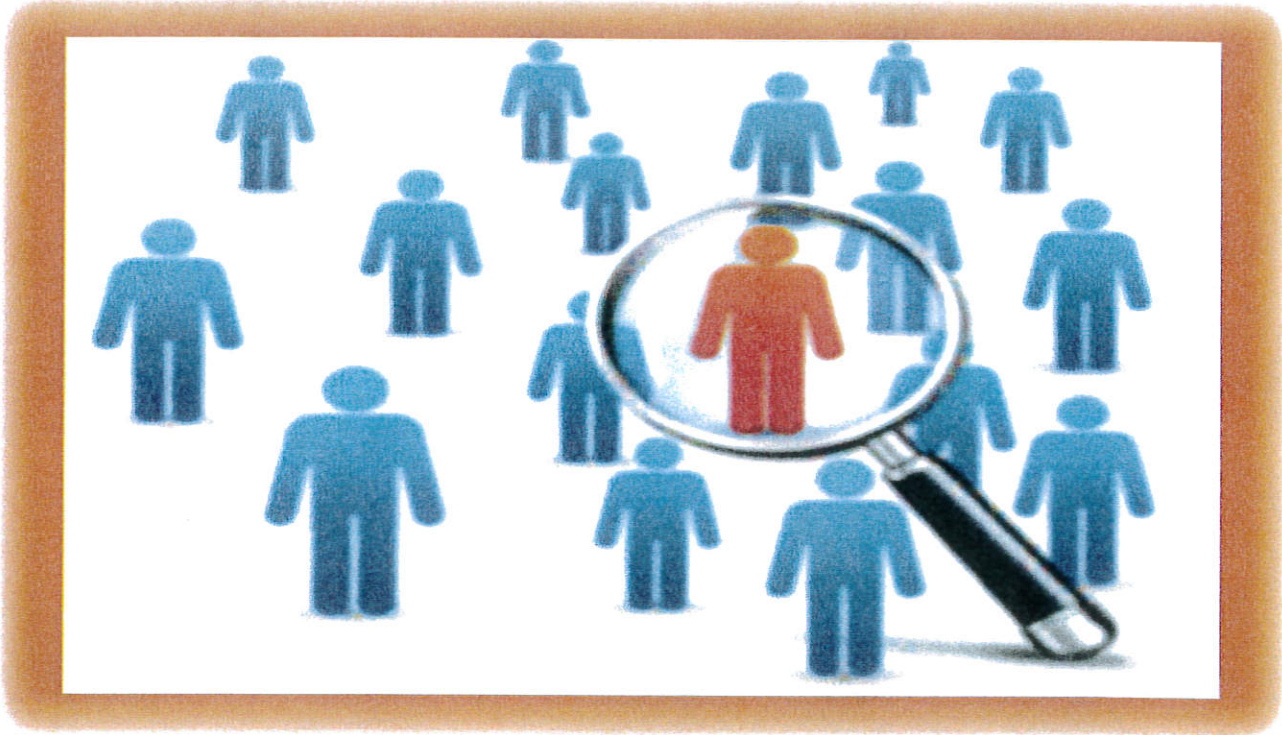
DIRECTOR

Title

7353 Calle Lonjera

Address

Carlsbad CA 92009



Submitted to:

RECEIVED



DEC 07 2022

City of San Clemente
Utilities Department

City of San Clemente
California

Proposal for Licensed Staffing Temporary Services On-Call Contract

December 8, 2022



AQUA STAFFING
The Human Element of Clean Water



December 8, 2022

Dustin Burnside
Utilities Manager
City of San Clemente
380 Avenida Pico, Bldg N
San Clemente, CA 92672

**Subject: Proposal – Cover Letter/Executive Summary for Invitation #UT 2223-02
Licensed Staffing Temporary Services On-Call Contract for City of San Clemente**

Dear Mr. Burnside,

In response to your Request for Proposals (RFP), **Aqua Staffing** is pleased to offer our Proposal to partner with **City of San Clemente (City)** to provide temporary staffing services which will provide the City with State Certified or Licensed personnel qualified to work in water reclamation, domestic water production, domestic water distribution, domestic water treatment, recycled water services, certified maintenance services and other licensed or certified Utilities/Public Works services personnel. Aqua Staffing understands that operating and maintaining City's utilities falls under the state regulations that mandate certain licensed and certified professionals to be present to meet the permit requirement.

The objectives that you have outlined in the RFP will encompass:

- Aqua Staffing will provide, upon contact from a City representative, Certified or Licensed personnel qualified to work in water reclamation, domestic water production, domestic water distribution, domestic water treatment, recycled water services, certified maintenance services and other licensed or certified Utilities/Public Works services temporary personnel.
- Pricing will be set and remain unchanged for the first-year initial term of the contract, but adjustable at the beginning of year two, if approved by the City and Aqua Staffing.
- Aqua Staffing will provide salary administration for the individual contracted temporary personnel including salary and travel time consideration.
- The staffing contractor and the individual temporary contracted personnel are responsible for all insurance and benefits for these individual temporary contracted personnel.

In this Proposal we provide the details of project understanding, how Aqua Staffing meets and exceeds the evaluation criteria, our methodology and work plan to provide the best service, overview of the team, qualifications and experience that Aqua Staffing will bring to this new partnership with the City of San Clemente, and finally our proposed fixed billing rates for different positions and certification levels.

The Aqua Staffing Approach

Aqua Staffing believes in the quality of its service and quality of consultants that it provides to Cities and agencies. We never compromise on the quality and experience of personnel to provide temporary staffing services. As described in our proposal that follows, this has led us to get repeat business from current clients, referrals to other locations of the current clients and get a reputation of being the best in this niche utility staffing industry.

We make sure we understand the clients' requirements for the license and skill set and then match that with our existing consultants or find someone that matches the requirements with a very short turnaround time. We provide consistent feedback and report to the city representative and ensure we are always within project budget and timeline.

This approach has been delivered to many of our clients, including the City of San Clemente since the beginning of 2016. As you may be aware Aqua Staffing was selected as an on-call contractor from 2016-2019.

Addressing the RFP Requirements

As the director for Aqua Staffing, I have executed this Proposal, which will form the basis for further discussions and negotiations with the City of San Clemente. I have the authority to commit to any contracts that result from this Proposal.

Additionally, I can affirm the following required statements with regard to this Proposal submittal:

- Aqua Staffing's proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.

Finally, our Proposal remains a valid offer for 90 days from submittal.

I will be the primary point of contact for the City during the procurement, selection and contract negotiation process and will also serve as the Client Liaison for the work under this contract. My contact is as follows:

Sheetal "Shay" Chawla,
Managing Director

Aqua Staffing
7353 Calle Conifera, Carlsbad CA-92009
Telephone: 424-282-8040 - Email: director@aquastaffing.com

We look forward to the next steps in the procurement process, and I invite you to contact me if you have any questions regarding this Proposal or need any additional information related to this submittal.

Sincerely,



Sheetal "Shay" Chawla
Managing Director

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I. Background and Approach

Project Understanding and Commitment

Aqua Staffing understands that through this Request for Proposals (RFP) procurement process the **City of San Clemente** is seeking proposals from qualified contractors to provide temporary staffing services which will provide the City with State Certified or Licensed personnel qualified to work in water reclamation, domestic water production, domestic water distribution, domestic water treatment, recycled water services, certified maintenance services and other licensed or certified Utilities/Public Works services personnel.

Aqua Staffing shall be the on-call contractor to provide the City with State Certified or Licensed personnel, qualified to work in the different disciplines of Utilities. This on-call coverage will allow the City to be in compliance with regulations during staffing shortfalls with a quick turnaround, when it needs qualified, certified or licensed personnel.

Aqua Staffing's pricing will be set and remain unchanged for the first year of the contract but adjustable at the beginning of year two, if approved by the City and Aqua Staffing. Aqua Staffing will also provide compensation and travel expense administration for all the contracted temporary personnel.

Meeting the Evaluation Criteria

Aqua Staffing, as documented in this Proposal, meets, and indeed exceeds, the standards that the City of San Clemente has outlined for this proposed new partnership. Specifically:

- a. Responsiveness to the Terms, Conditions, and Items of Performance – We have prepared our Proposal to be fully responsive to your requirement as part of the RFP. In presenting this Proposal we are prepared to enter into a mutually beneficial agreement with the City of San Clemente for your temporary staffing needs.
- b. References and Previous Experience – Aqua Staffing, who the City is familiar with, has provided superior service in the past and also worked with other agencies that have given us repeat business due to our timely engagement, response, and innovative ideas to staff the facilities. We have been serving the City of San Clemente since 2016 and was awarded the on-call contact in 2016 for a period of 3 years.
- c. Experience and Technical Qualifications – We have the niche experience in providing temporary staffing services and have a large pool of consultants with more than 20 years of experience in water and wastewater industry to start work at a very short notice at the City of San Clemente. Our consultants perform work within budget and time; communicate effectively with the client and its staff.
- d. Adequate Knowledge of Local Conditions – We are a local company based in Carlsbad, CA. We know the labor market in the utility industry and the State regulations on the staffing requirement. We have several consultants that can meet your staffing requirements from water, wastewater, maintenance and construction supervision for this industry.

In our Proposal that follows, we expand on the capabilities and expertise profiled above to provide a comprehensive response to the City's RFP, and to clearly document that we are the staffing partner that can best meet your needs for temporary and on call services. This is supported by some of the consultants' resumes and detailed summary of the reference projects that are presented.

II. Methodology

We at Aqua Staffing follow a proven methodology to maintain our standards for providing the most qualified and experienced personnel for the scope defined in this RFP. We do this by performing background and references checks of all our consultants and interview them for specific job before we present it to the client to make sure they are the right fit. We provide quality consultants that work efficiently and in compliance with the State regulations.

Aqua Staffing's independent consultants follow the methodology of timely completion of tasks and project requirements. Our clients have been pleased with the punctuality, consistencies and timely approach of all consultants in addition to the depth of experience and training that they have been able to provide to all the city or agency personnel.

As detailed in the section below about the work plan, Aqua Staffing has been successful in implementing its methodology and provide consultants to its clients, repeatedly, as and when needed.

III. Work Plan

Below is the work plan that Aqua Staffing has followed in the past and will continue to follow once engaged by the City of San Clemente related to this RFP:

- Aqua Staffing's Project Director/Lead will collect information from the City on required personnel, skills, minimum certification level as per the State regulations, duration of the project, and weekly hours/schedule.
- Based on the collected data and approximate start date, Aqua Staffing will then compare these parameters with its current list of consultants to shortlist 2-3 consultants who could be a perfect match for the open positions.
- Aqua Staffing will thereafter present resumes of the shortlisted consultants to the City and after the City decides the final candidate, we would have these consultants start work within the agreed timeline.
- Aqua Staffing will maintain a weekly timesheet of the consultants which will be verified by the supervisor at Client site. This will help to keep the weekly hours in check and stay within budget.
- Aqua Staffing's consultants will be working 100% at the City's site.
- The Project Director from Aqua Staffing will be discussing progress and getting feedback from the Client contact at the City on a weekly basis to ensure the work is being performed as expected and the City is satisfied with our services.
- The Project Director works offsite from Aqua Staffing office to manage the administrative duties and to manage the consultant's time and work progress.
- We will submit invoices on a weekly basis with the approved time-sheet along with any travel expenses.
- Aqua Staffing will also provide periodic update on project billing or as requested by the City to make sure we are within the budget for that task/assignment.

IV. Project Organization and Staffing

Aqua Staffing is registered as a women and minority owned business under the leadership of Sheetal "Shay" Chawla. Shay started this company to assist public and private agencies fill in gaps in temporary staffing so that they could comply with the state requirements of having certified operators on-site at all times. Her vast network of retired and current operators in the water and wastewater industry has helped many cities comply with the state requirements.

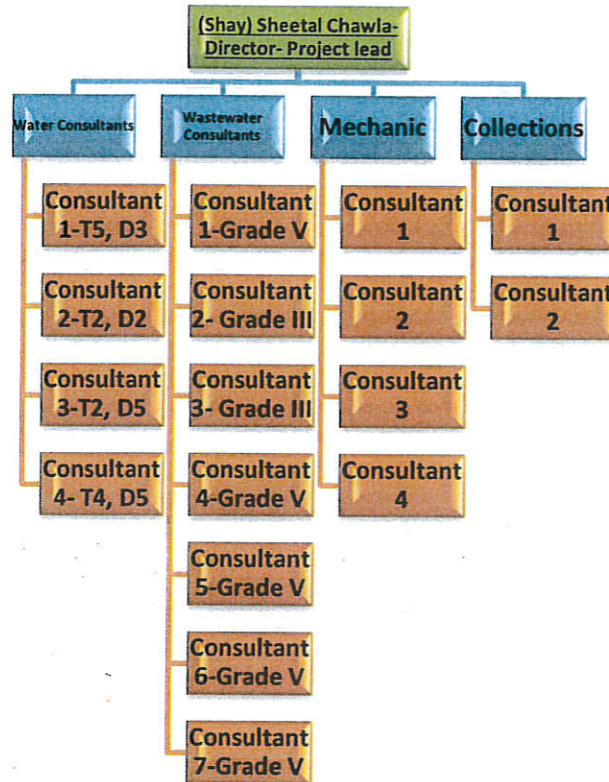
With Masters in Business Administration she brings over 20 years of work experience in the project management, consulting, client service and advertising. Her vision and passion has always been to assist clients with challenges and provide solutions to have them run their operations smoothly.

Through her tenacity and her vision to identify the ongoing challenges in the utility industry with aging workforce and gap of new people entering this industry, she has been able to establish this business and provide quality consultants to various agencies with a quick turnaround when they have had challenges to fill those positions for a long time with no success.

Aqua Staffing approach and method of managing the project has been explained in the work plan (SECTION III) above. Aqua Staffing has a number of Consultants who are independent contractors and work for the company's clients for short and long-term assignments. The organization chart on the following page shows the partial list of Aqua Staffing's consultants who will be available to work at City of San Clemente for the on-call or temporary assignments. The organization chart is broken down by consultants that have water, wastewater and dual certification. If some of

these consultants are not available at the time of engagement on on-call services, then Aqua Staffing will present to the City new consultants that will meet or exceed the qualifications and experience required by the City for the defined scope/assignment. The resumes of some of these consultants are attached in Appendix A.

ORGANIZATION CHART



V. Related Experience

1. City of San Clemente

The City of San Clemente contacted Aqua Staffing in Feb 2016 for two Grade III Operators for their Water Reclamation Plant for a period of 30 days. To cater to the urgent needs of the plant, Aqua Staffing recommended two Grade V operators to start immediately at a discounted hourly rate. The plant was able to get the assistance immediately and the City staff was very appreciative of the quick support Aqua Staffing provided. After 30 days the Contract was extended for additional 30 days and the consultants were able to assist the City during their recruitment period.

Again, in May 2016 the City asked Aqua Staffing for one of the consultants to return. The City continued to seek rates and budgets for future positions and on August 1, 2016 a Grade V consultant from Aqua Staffing was again engaged to assist the City with their temporary staffing needs. Since then, the City has been pleased with Aqua Staffing’s services to provide quality consultants and was awarded 3 year on-call Contact contract through a RFP process in 2016

Reference Contact Information:

Lawrence M. Brotman
City of San Clemente Utilities Manager
380 Avenida Pico,
San Clemente, CA, 92672
Office: 949.361.8253
Cell: 623.640.1893
Email: brotmanl@san-clemente.org

2. Mountain View Sanitary District

The Mountain View Sanitary District needed a Chief Plant Operator (CPO) urgently for their facility in 2022. The CPO resigned suddenly and the City needed someone with a Grade V wastewater certification to fill in and take over the operations of the team to maintain the state permit requirement. Aqua Staffing was engaged to find a suitable operator. It was Aqua Staffing's recommendation to hire a qualified Grade V operator temporarily while searching for the suitable full-time candidate, who would come with experience and would be flexible to work the requested 4-day schedule. The Client was open to Aqua Staffing's recommendation and within a few days a (Grade V) Operator started at the District.

The Aqua Staffing consultant was responsible for the day-to-day operations at the facility, budget planning for next fiscal year as well as regulatory compliance. Overall, the District was very pleased with overall work ethics, wealth of knowledge that Aqua Staffing's consultant brought to the District.

Reference Contact Information:

Lilia M. Corona
District Manager
Mt. View Sanitary District
3800 Arthur Rd. Martinez,
CA 94553 925-228-5635 x18

3. Valley Sanitary District

Holly Gould (HR) contacted Aqua Staffing in 2019 after being recommended by Beverli Marshall (General Manager at Valley Sanitary District) after Aqua Staffing had tried to assist her at Half Moon Bay, CA. Her immediate need at the facility was to get a Grade III operator for their treatment plant at Indio, CA for a period of 6 weeks. After gathering all the information about the job description, skill set, schedule, Aqua Staffing recommended a Grade III consultant who was immediately available for the requested start date and was qualified to work. Aqua Staffing's depth of experience in the wastewater industry made him a perfect candidate for this position. The team at Indio, CA learnt a lot from the consultant and 7 months later requested the consultant to come back and assist while there was some turnover at the facility due to COVID 19 illness and employee absence. The consultant then assisted at Indio, CA for a period of 4 months and again assisted 5 months later for 3 weeks.

The Client has been very pleased with Aqua Staffing's services and the quality of consultants.

Reference Contact Information:

Holly Gould
Valley Sanitary District
45500 Van Buren Street
Indio, California, 92201
(760) 984-0535

4. Perc Water

Perc Water contacted Aqua Staffing in 2019 for two Grade III Operators for their Water Reclamation Plant for a period of 30 days. To cater to the urgent needs of the plant, Aqua Staffing recommended one Grade V operators to start immediately at a discounted hourly rate and one Grade III operator. The plant was able to get the assistance immediately and the personnel of the City were very pleased. After 30 days the Contract was extended for additional 90 days and the consultants were able to assist the City during their recruitment period. This led to assisting with personnel at other Perc Water locations thus recruiting a total of 4 Aqua Staffing consultants. Since October 2022, Aqua Staffing is now assisting with permanent staffing for their new Santa Monica, CA plant.

Reference Contact Information:

Eric Gonzales | Director of Operations | PERC Water Corporation
17520 Newhope Street, Suite 180
Fountain Valley, California 92708
c. 714.745.6827 | percwater.com

VI. Project Schedule

The project schedule of each of the required temporary staffing need would differ but in summary below is an example of typical schedule of engaging consultants.

- Day 1- City contacts Aqua Staffing for a temporary staffing need
- Before the End of Week 1 – Aqua Staffing finalizes the job description and needs of the project
- Before the End of Week 2 – Aqua Staffing sends its shortlisted consultants for interview at the City or sends the same people that have worked there before if requested
- Start of Week 3 – Consultant already engaged and starts working at the City until the end of engagement term
- Start of Week 4- Get feedback from the client contact on the progress and work quality of the consultant. This will be repeated weekly or some periodic frequency agreed upon by both parties.
- End of Week 4 – Aqua Staffing invoices the City for 2 weeks of work and then continues to bill on the weekly basis.

VII. Cost Data

Aqua Staffing’s billing rates are all inclusive and includes face-to-face interviewing, skill assessments, E-Verify, insurance and other overhead charges for time keeping, invoicing and paying the consultants. The tables below outlines our billing rates of some of the most common positions/certifications for the water, wastewater, collections system operations, and maintenance. If City requires a consultant with dual certification, then billing rate of the higher certification will apply. ***Aqua Staffing’s billing rates as presented in this proposal will be fixed for the next one year.***

In addition to the hourly rate, Aqua Staffing will also bill for mileage from the consultants home to the work site at the City, as per the prevailing IRS rate. We understand that total contract value is not to exceed \$49,500 for the total hours billed and travel expenses combined.

Table 1: Wastewater Consultant Billing Rates

Positions/Roles	Billing Rate (\$/hr)
Plant Superintendent/ CPO	110
Grade V Operator	100
Grade IV Operator	90
Grade III Operator	75
Grade II Operator	65
Grade I Operator	45

Table 2: Water Consultant Billing Rates

Positions/Roles	Billing Rate (\$/hr)
Water Plant Superintendent/CPO	110
Water Operations Supervisor IV/V	95

Positions/Roles	Billing Rate (\$/hr)
Water Treatment Lead Operator III	85
Water Treatment Operator II	65
Water Treatment Operator I	45
Water Distribution Lead Operator III	85
Water Distribution Operator II	65
Water Distribution Operator I	45

Table 3: Collection System and Maintenance Consultant Billing Rates

Positions/Roles	Billing Rate (\$/hr)
Utilities Mechanic III	70
Utilities Mechanic II	60
Utilities Mechanic I	50
Collection System Technician III	75
Collection System Technician II	60
Collection System Technician I	45

VIII. Statement of Compliance

This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.

Aqua Staffing: San Clemente’s Choice for Temporary Staffing

Aqua Staffing is a focused and boutique staffing firm providing temporary staffing services only in the water and wastewater industry. We clearly understand the candidate-driven labor market in this industry and thus our ability to search, screen and match consultants to the open positions is far better than any other generic staffing firm.

We engage our clients to receive timely feedback on consultants shortlisted and interviewed by Client. Therefore, we always ask for feedback within a 24-hour period on consultants shortlisted by us and interviewed by Client. This helps us to place qualified and nearly a perfect match on requested individuals.

Aqua Staffing works with experienced, qualified individuals able to work for Client within days of contact. All paperwork with these consultants is in place and hence they can start work at Clients' site within the requisite timeframe. Aqua Staffing tested and proven selection process for consultants and ability to come up with innovative solutions, effective and promptly allows engaging the most qualified consultant.

By choosing to continue to partner with Aqua Staffing, the City will be greatly benefit from our services as it will enable the City to keep its facilities fully staffed at all times, compliant with the State regulations and be able to retain its other full time employees due to a lower burn out rate.

Appendix



AQUA STAFFING CONSULTANT- Water (T5, D3)

CERTIFICATIONS:

- California Department of Health Services Water Treatment Operator Grade 5
- California Department of Health Services Water Distribution Operator Grade 3
- Grade II Wastewater Operator Certification

EXPERIENCE:

▪ **June Lake Public Utilities District**

June Lake, CA (February 18, 2020 – August 10, 2021) General Manager

- Manager of a public utility providing water, wastewater and vector control service to a mountain community located on the east side of the Sierra Mountains. Reports to a five-member board of directors. Responsible for all aspect of managing a public utility including the following:
 - Management and administration of water treatment facilities, including four potable water filtration plants and a 1 MGD wastewater plant,
 - Safety and training of staff,
 - Budget development and administration,
 - Project management of the capital improvement program,
 - Human resource development and administration.

▪ **Northrop Grumman**

Palmdale, CA (Feb 11, 2019 – July 2019) Water Systems Operations Contractor

- Responsible for operations and maintenance of the United States Air Force Base No. 42.
- Provides for operator training.
- Oversees the base's Cross Connection Control Program.
- Participates in water conservation program.
- Main contact for the State Water Board.

▪ **Desalitech Inc.**

Hemet, CA (September 2017 – August 2018) -Field Engineer

- Performed factory authorization testing of reverse osmosis machines prior to shipping to customer's location, typical capacities ranged in size from 15 gpm to 450 gpm skids.
- Provided for the commissioning of the above RO systems.
- Delivered operator training.
- Responded to customer inquiries
- A partial list of Desalitech clients includes the following: Orange County Water District, the City of Oceanside, Archer Daniels Midland, Tesla Mega Factory, and Pepsi Cola.



- **Aerotek**
Ontario, CA (August 2015 -January 2016) -Start Up Water Treatment Operator
 - Contract member of the operations start-up team at the U.S. Army's Fort Irwin advance potable water treatment plant. Responsible for vendor certification of water treatment equipment operations, initial start-up of all treatment plant processes consisting of electro-dialysis reversal, lime softening, ion exchange, reverse osmosis, mechanical distillation, SCADA system, and associated appurtenances including contract operators training.

- **California Rural Water Association Sacramento, CA (Dec 2013 – April 2015)**
Circuit Rider / Water Consultant
 - Provided technical and financial assistance to 235 accounts consisting of rural potable water systems located in 13 Southern California Counties.
 - Conducted teaching seminars that included course curriculum developments, PowerPoint presentations, and math tutoring.

- **Aerotek**
San Marcos, CA (Jan 2013 – Sept 2013) -Chief Water Treatment Plant Operator
 - Contract position as Chief Operator for a 27 MGD potable water treatment plant. Coordinated assigned activities with other divisions, outside agencies, and general public.
 - Assisted Operators with process control testing and scheduling water and chemical deliveries. Recommended and implemented policies and procedures.
 - Assisted in training water treatment operators and maintenance personnel.

- **Navales Enterprises**
San Antonio, TX (Oct 2011 – March 2012) Water Treatment Operator III
 - Assisted in commissioning advance potable water treatment plant for the U.S. Marine Base at Camp Pendleton, facilities include two iron and manganese removal plants, each rated at 6,000 gpm as pre-treatment for a reverse osmosis treatment plant.
 - Scheduled plant maintenance and received chemicals.
 - Performed water quality process control testing.
 - Operated production wells and monitored reservoir levels.



- **Systems Operations Services, Inc. Mono County, CA (Sept 2007 – March 2009) -Water Quality Coordinator**
 - Performed operations and maintenance of a potable water treatment plant for arsenic, iron, and manganese removal at the California Department of Fish and Game Hot Creek Fish Hatchery, Mono County, California.

- **Mammoth Community Water District Mammoth Lakes, CA (April 2005 – April 2009) Chief Water Treatment Plant Operator**
 - Supervised one operator and operation of water system through SCADA control.
 - Conducted the operation and maintenance of eight domestic wells, two booster pumping stations, and two (one MGD each) groundwater treatment plants, for iron, manganese, and arsenic control; including a three MGD surface water treatment plant.
 - Monitored and controlled distribution of water across twelve pressure zones.
 - Monitored and regulated stream flows and surface water storage within the Mammoth Lakes Basin in accordance with contracts, agreements, and licenses with the California Department of Water Resources.
 - Developed and submitted reports to the California Department of Public Health.
 - Developed and administered an annual operations and maintenance budget of \$500K.

- **First Team Real Estate Fullerton, CA (July 1998 – April 2005) Human Resources Dept.-Realtor**
 - Sold residential real estate in Orange County California performing direct marketing, sales calls, contract negotiation, and conflict resolution as an independent contractor.



AQUA STAFFING CONSULTANT- Collections

- CA SWRCB Grade II Collections Wastewater Operator Certificate

EXPERIENCE:

City of El Monte- Collections Maintenance Worker-2 Jan 2020- Current

- CCTV truck inspection
- Sewage maintenance and repairs
- Lift Station maintenance and repairs
- Hydro Jetting service

Pumpman Inc.- Quality Assurance Specialist Jan 2017- Oct 2019

- Driver Class A-B Vacuum/Pump Trucks Operations
- Assists Technicians on various projects

Roto Rooter/Pro Pipe.- Technician Assistant (Hydro/Combo CCTV Operator) Sept 2015- Oct 2016

- CCTV Operations
- Make estimates, bids for repair, construction projects, Liners
- Class A Hydro/Combo Operations
- Plumbing
- Class A Driver

Houston Harris.- (Hydro/Combo CCTV Operator) Oct 2014- Sept 2015

- Hydro/Combo Operations
- CCTV Operations existing pipeline and new construction
- Hydro Excavation, pot holing operations
- Sewer Line Locating
- Class A driver

City of Riverside.- Supervisor of sewer storm drain maintenance, construction and repair

March 2012- Oct 2013

- Heavy Light duty equipment operations
- Plumbing. Hydro/Combo, Line locating, CCTV Operations
- Class A driver



City of La Habra- Senior Service Worker- Supervisor of sewer storm drain maintenance

July 2003- Feb 2012

- Construction and repair with the use of heavy and light duty equipment
- Basic Plumbing
- Hydro/Combo
- Line locating, CCTV Operations



AQUA STAFFING CONSULTANT- Water (D2, T2)

CERTIFICATIONS:

- State Water Resources Control Board Wastewater Certification Grade 1
- California State Water Resources Control Board Water Treatment Operator, Grade 2
- California State Water Resources Control Board Water Distribution Operator, Grade 2

EDUCATION:

- San Bernadino Valley College
- City of San Bernardino, Water Reclamation Plant Internship.

EXPERIENCE:

Wastewater Treatment Operator Davis Wire Corporation

2020- 2021

- Manages the wastewater treatment and biological reactor systems to meet water quality standards
- Performed PH test, turbidity test
- Calibrates and performs preventive maintenance on plant monitoring equipment and chemical feed systems
- Grabs samples and performs routine water quality laboratory tests
- Operated plant pumps, motors, feeders and other equipment to maintain and enhance the efficiency of plant operations.
- There is a probe that checks the PH, I take it out and I Calibrate it then put it back in its place.
- Operate Centrifuge pump.
- Operate and clean filters press from sludge.
- Operate cooling towers, check the chemicals and PH then clean and calibrate the prob.
- Operated facilities utilizing SCADA control

Internship Cucamonga Valley District

2017- 2018

- Calibrates and performs preventive maintenance on plant monitoring equipment and chemical feed systems.
- Performed PH test, turbidity test, and jar test.
- Performed chlorine residual test.
- Performed Bleach concentration test.
- Calibrates and performs preventive maintenance on plant monitoring equipment



- and chemical feed systems.
- Grabs samples and performs routine water quality laboratory.
- Loads and unloads materials and supplies; assists in the storage and transfer of chlorine and other hazardous chemicals.
- Performed TOC test.
- Collect samples from the reservoir.
- Prepares and maintain plant production data such as water flow and chemical.
- Mixes and adds chemical treatments.
- Makes rounds of treatment several times during the shift to inspect the plant operations; reviews documents, maintains water storage level. Performs related mathematical calculations.
- Studied and discussed the process for all units in the Plant, for example, but not limited to flocculation, sedimentation, filtration, etc.
- Operated plant pumps, motors, feeders and other equipment to maintain and enhance the efficiency of plant operations; makes flow and chemical feed changes as necessary; manually backwashes filters.

Internship at San Bernardino Reclamation Plant

- Cleaned the Bar Screen Grit Chamber.
- Monitor the Sedimentation at the Settling basin.
- Collect blanket samples from the Primary basin.
- Taking blanket Samples from the Secondary Treatment Biological Treatment basin.
- Performed H₂S test.
- Process for primary and secondary and aeration.

Wastewater Treatment Operator, North Oil Company Iraq/Salah Aladden Refinery, Salah Aladden, Iraq

1983-1998

- Followed strict safety protocol at wastewater treatment plant and separated the oil from water coming from the refinery.
- Assisted the unit and checked pump equipment for damage.
- Operated device that controlled the temperature and separation procedures ensuring accuracy and quality control.
- Add chemicals such as ammonia, chlorine, or lime to disinfect and deodorize water and other liquids
- Operate and adjust controls on equipment to purify and clarify water, process or dispose of sewage and generate power.
- Operated facilities utilizing SCADA control.
- Inspect equipment or monitor operating conditions, meters, and gauges to determine load



AQUA STAFFING CONSULTANT- Wastewater (Grade V)

CERTIFICATIONS:

- State Water Resources Control Board Wastewater Certification Grade V

EXPERIENCE:

County Sanitation Districts of Los Angeles County (Whittier, CA) Superintendent of Water Reclamation Plants Operations

Jun 2011-July 2015

- Managed the overall operation of 6 water reclamation facilities.
- Trained and evaluated the work performance of subordinates.
- Provided guidance to plant supervisors.
- Troubleshoot process problems.
- Analyzed laboratory data and work requests.
- Met with agents of the various regulating agencies.
- Provided plant tours.
- Provided insight and conferred with the engineering staff on miscellaneous plant projects.
- Provided input for various plant upgrades.

(Number of staff managed: 55)

County Sanitation Districts of Los Angeles County (Whittier, CA) Assistant Superintendent of Water Reclamation Plants Operations

Feb 1999-Jun 2011

- Assisted the Superintendent of Water Reclamation Plants Operations in the supervision and management of 6 water reclamation plant facilities.
- Trained and evaluated the work performance of subordinates.
- Provided assistance to the plant supervisors in the operation of the plant.
- Analyzed laboratory data. Performed the duties and responsibilities of the Superintendent in his absence.

(Number of staff managed: 55)



AQUA STAFFING CONSULTANT - Mechanic

SUMMARY: A talented technical professional; equipped with 12 years' experience in HVAC installation and coming with the ability to work in line with EPA, OSHA, and other relevant safety regulations. He has strong knowledge of electrical systems in effectively carrying out general maintenance and mechanical work on a variety company's systems.

EXPERIENCE:

ProConnect- Appliance Repair Technician

Inland Empire
2022

Nov 2021- Nov

Repair and service residential gas and electrical appliances onsite, troubleshooting oven/ stoves, microwaves, washer and dryers by cleaning and testing parts such as condenser, relays, capacitors, sensors, motors, thermostats.

Building Engineer/General Mechanic • Envoi Global Services Inc. • March Air Force Base • Moreno Valley, CA

Mar 2019-Nov 2021

Provide HVAC and chiller maintenance, building trades services including carpentry, drywall, electrical, equipment operator, fire extinguisher and emergency building extinguisher programming, flooring, framing, generator service, and troubleshooting, Painting, plumbing, runway repair, report writing, Order, pickup, and deliver supplies, vehicle maintenance

Maintenance Service • G. G's Professional Maintenance • Hemet, CA

July 2016 – April

2019

Service and maintain foreign and domestic vehicles, heavy equipment, forklifts, CNG, LPG, Hybrid, Electric vehicles, RV's roof tops, HVAC, Slide-outs, complete interiors i.e., carpentry, electrical, plumbing, stabilizer jacks, brake and airbag suspension and engine fluids and generator service), by inspecting and removing worn or broken parts, ordering and reinstalling, road test vehicles, and make recommendations to maintain safe driving operations and complete billing paperwork



Mobile Mechanic • Mil & S, S & A Holdings • Fontana, CA

April 2016 – July 2016

Service and maintain fleet of MRI and CT full body scanner trailers, HVAC system service use coil cleaner to wash coils cleaning air conditioning system and replace filters, test fire and service generators by changing air, fueling, and oil filters, check and clean spark plugs, maintain interior by changing lights, and inspecting interior and fixing dropped ceilings, interior electrical issues, doors, lube service on sliding and slide out repair issues, and make mechanical repairs to the undercarriage such as airbag inspection and replacement, frame issues, DOT brake inspection and tire tread wear and air pressure adjustments, inspection and replacement brakes, sensor inspection and replacement, welding and fabrication, replacement of trailer stabilizer legs and complete state regulated paperwork and check list for billing statements and travel to various medical hospital locations throughout California and Southern Nevada.

Mechanical Technician • Karma Automotive • Moreno Valley, CA

May 2015 – March 2016

Install electrical services, argon gas welding stations, and air lines for robotics and assembly lines, install and repair PLC sensors, machinery, line assembly, fabricate and build departments, supply cages for machine shop, central supply, final finish, shipping and receiving, production, employee break departments, and restroom facilities, also test hand tools, inventory and make purchase orders for needed supplies build technician tool carts and operate forklifts to move vehicles and parts, scissor lifts, and boom lifts to work on overhead lines and complete the necessary paperwork for daily work progress.

Maintenance Mechanic • Porvene Doors • Moreno Valley, CA

January 2015 – April 2015

Inspect and make the necessary preventative maintenance repairs to punch press and roll forming machinery as well as service paint guns, rivet, pneumatic hand tools, electrical trouble shooting, plumbing, and service AC units by replacing filters and flushing drain lines, order parts from various vendors and install, weld, fabricate, work on and service forklifts, remove and install hydraulic pumps and hoses on forklifts and machinery and service daily. Use computer to complete paperwork.

Bus Mechanic • Foothill Transit • Arcadia, CA

November 2014 – January 2015

Do inspections on entire bus and write up vehicle inspection, report condition and do necessary service repairs on A/C, camera, computer system, frame, wheels, motor, fluids, fuel system, rear end, drive line and return into Service for daily operation passenger use.



**Toolroom & Supply Worker • Chaffey College Automotive Technology Department •
Rancho Cucamonga, CA**

March 2008 – August 2010

Maintain classroom and lab areas service tools and make necessary repairs and tag and lock out equipment that is out of service and make repairs to return tools to in service status and assist staff and students with projects and use computer to log in students and loan out tools and supplies keep log of tool usage, assist electrician with pulling wires and bending pipe to relocate machinery also drive forklift to move machinery, motors and supplies to various departments.

Trades Supervisor • 4 Ever Rich Building & Plumbing • Riverside, CA

December 2004 – January 2013

Rough and finish Carpentry, work from blue prints layout design, Drywall install & repair and patch, Electrical, Flooring including water damage repair, Framing, Plumbing install mainlines, "Y" connections, clean outs, backflow remove and install fixtures garbage disposal, rod & T.V. lines sewer lines, repair and install damaged cabinets, various fixtures plumbing and lighting and flooring, maintain a variety of records pertaining to construction maintenance operations and building maintenance, time keeping and other miscellaneous items. Use telephone to communicate with vendors. Select, train, schedule, supervise and evaluate personnel. Read regulations, write reports, instruct on using various items to accomplish assignments. Use ladders, hand and power tools, and digital camera, phone and use all sensory perceptions and report to various personnel.

**Field Supervisor • City of Los Angeles Emergency & Inspection Department • Los Angeles,
CA**

August 1984 – November 2004

Experienced in sewer and storm drains, and water. Construction and maintenance building and repairing catch basins, raising manholes and replacing mainlines and using shoring jacks to do mainline replacement and maintain city main lines using hand tools and large machinery VA call/hydro flush combo truck, backhoe/skip loader while working in right— away and do preventative landscape maintenance in private properties not to disturb natural landscape, and also on surface streets to open city lines, use city computers for GIS, GPS system for record keeping and field support. Conduct dye test and do and supervise contractors on "Y" connection Assist and train field crews on safety in the workplace. Report all spills to area supervisors and report mainline spills to CAL-OSHA and fill out information on spill reports and give damage claim to homeowners. Be respectful and display professionalism to staff and public.