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March 2, 2022

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Stephen J. Welch, P.E., S.E.

Subject: Request for Statement of Qualifications (SOQs) for the FY23/FY24 Water Treatment Plant and Treated Water Facilities Improvements Projects
SOQs Due: Thursday, March 31, 2022, by 4:00 p.m.

Greetings:

Contra Costa Water District (District) is seeking Statement of Qualifications (SOQs) from firms interested in providing professional services for Water Treatment Plant and Treated Water Facilities Improvements Projects during Fiscal Year 2023 (FY23) (July 1, 2022 to June 30, 2023) and Fiscal Year 2024 (FY24) (July 1, 2023 to June 30, 2024). One firm will be selected to provide engineering services for the two fiscal years. The SOQ should be prepared in accordance with the following attachments:

- Attachment 1 –Background, Project Descriptions, and Consultant Selection Schedule
- Attachment 2 – Statement of Qualifications Format and Evaluation Criteria
- Attachment 3 – District Requirements, CAD and Safety
- Attachment 4 – District’s Standard Agreement for Professional Services
- Attachment 5 – Conflict of Interest Statement
- Attachment 6 – COVID-19 Vaccination and Testing

The District will evaluate all SOQs and determine which firms will be invited to submit Proposals.

Interested firms shall submit an electronic copy of the requested information to Brian Jackson at bjackson@ccwater.com and Ryninta Anatria at ranatria@ccwater.com, and cc: Matt Holt at mholt@ccwater.com. SOQ, including the cover letter and appendices, shall be in the form of a single file, transmitted as an attachment to the email or via a link to where the file can be downloaded. Email shall include a description of the file being transmitted, including pages of the SOQ, size of attachment, and file name. File shall not exceed 10MB. The subject of the email shall clearly indicate the RFQ title (FY23/FY24 Water Treatment Plant and Treated Water Facilities Improvements Projects) and deadline. Email must be received no later than **4:00 p.m. on Thursday, March 31, 2022.**

The District is an equal opportunity organization.

This solicitation does not commit the District to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm who responds. This solicitation covers only the work described herein and does not commit the District to any work beyond that described. Should you have any questions concerning this letter or the attachments, please contact Ryninta Anatria by phone at (925) 688-8057 or by email at ranatria@ccwater.com. Questions received later than 5:00 p.m. on Thursday, March 17, 2022 will not be answered.

Sincerely,



Peter Stabb, P.E.
Engineering Design Division Manager – Interim

PS/MH/RA:ck

cc: Rachel Murphy
Brian Jackson
Matt Holt
Jonathan Largent
Ryninta Anatria
Bryan Perkins

ATTACHMENT 1

BACKGROUND, PROJECT DESCRIPTIONS, AND CONSULTANT SELECTION SCHEDULE

FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS PROJECTS

Contra Costa Water District (District) is seeking Statements of Qualifications (SOQs) from firms interested in providing professional services for the District's Water Treatment Plant Improvements Program and Treated Water Facilities Improvements Program during Fiscal Year 2023 (FY23) (July 1, 2022 to June 30, 2023) and Fiscal Year 2024 (FY24) (July 1, 2023 to June 30, 2024).

BACKGROUND AND SUMMARY OF DESIRED SERVICES

Randall-Bold Water Treatment Plant (RBWTP), located in Oakley, California, was built in 1992 and upgraded in 2007. Many of the facility assets have been in service for more than 25 years and require repair or replacement. Upcoming CIP projects at RBWTP will include treatment process conversions, and server room improvements.

The City of Brentwood Water Treatment Plant (Brentwood WTP) was built in 2009 and is co-located at the RBWTP site. Upcoming CIP projects at Brentwood WTP will include server room improvements.

The District's treated water facilities (pump stations and reservoirs) are located in central and east Contra Costa County. The Multi-Purpose Pipeline (MPP) Pump Station, located at the RBWTP in Oakley, California, was built in 2002 and 2003 and controls flow of water through the 42-inch MPP that transfers treated water back and forth from the BWTP to RBWTP. The MPP Pump Station has been in use for more than 20 years and upgrades to the programmable logic control are needed. The Sun Terrace Hydropneumatic Pump Station, located in Concord, California, was constructed in 1973 and upgraded in 1995 and houses three large treated water pumps, two hydropneumatic tanks, an emergency generator, and other electrical and mechanical appurtenances.

Professional services to support projects under this contract may include studies, design, and/or construction-phase services. Discipline expertise is desired in surveying, geotechnical, civil, structural, electrical, instrumentation, SCADA programming integration, mechanical, HVAC, plumbing, corrosion, and process engineering. The successful team will demonstrate in-house or subconsultant expertise in all of these disciplines.

Professional services will be executed through task orders that are based upon a mutually-agreeable project-specific scope of work, budget, and schedule. The agreement will terminate on June 30, 2023, unless the District elects to extend the time of performance through June 30, 2024.

PROJECT DESCRIPTIONS

Examples of potential projects include the following:

Multi-Purpose Pipeline Treated Water Pump Station Improvements (Estimated Construction Cost: \$365,000)

The pump station and its programmable logic controller (PLC) were installed in 2003. The PLC and its components are in need of replacement. Equipment to be removed and replaced includes the PLC, the I/O cards, and its enclosure. The selected firm will provide design and bid support for this project. Design will be completed in FY23 for construction in FY24.

Server Room Improvements (Estimated Construction Cost: \$239,000 for RBWTP and \$63,000 for Brentwood WTP)

This project will include retrofit of an existing room at RBWTP for a new server room and improvements of the existing server area at Brentwood WTP.

Work at RBWTP may include:

- Modification of existing fire sprinkler system
- Investigation and repair/relocation of overhead utility pipes
- HVAC and electrical system improvements

Preliminary design for work at RBWTP may include evaluation of potential locations for the new server room.

Work at Brentwood WTP may include:

- Enclosing the existing server area to protect equipment from dust and debris
- HVAC and electrical system improvements

The selected firm will provide design and bid support for this project. Design for RBWTP server room will be completed in FY23 for construction in FY24. Design for Brentwood WTP server room will be completed in FY24 for construction in FY25.

RBWTP Conversion to Sodium Hypochlorite and Liquid Ammonium Sulfate (Estimated Construction Cost: \$2,800,000)

This project will convert the existing chlorine gas system to sodium hypochlorite and the existing aqueous ammonia system to liquid ammonium sulfate in order to reduce health and safety risks associated with the existing chemicals. Work may include:

- Construction of new storage and feed systems for sodium hypochlorite and liquid ammonium sulfate
- Demolition of existing chlorine gas and aqueous ammonia systems

Preliminary design will include review of potential locations for the new sodium hypochlorite storage and feed system that have previously been identified by District.

The selected firm will provide design and bid support for this project. Design will be completed in FY24 for construction in FY25.

Sun Terrace Hydropneumatic Pump Station Improvements (Estimated Construction Cost: \$283,000)

The pump station was constructed in 1973 and rehabilitated in 1995. Work may include:

- Removal and replacement of PLC and I/O cards
- Removal and replacement of radio telemetry system
- Installation of air release valves on discharge of each pump
- Removal and replacement of flow measurement instrumentation
- Removal and replacement of pressure switches
- Investigating corrosion of interior of MCC
- Evaluating use of check valves as opposed to pump control valves
- Evaluating compressor capacity and performance as well as evaluating additional compressor for redundancy

The selected firm will provide design and bid support for this project. Design will be completed in FY24 for construction in FY25.

TENTATIVE CONSULTANT SELECTION SCHEDULE

Issue Request for SOQs	March 2, 2022
SOQ Deadline	March 31, 2022
Shortlist Proposers	April 21, 2022
Issue Request for Proposals	May 5, 2022
Pre-Proposal Meeting	Week of May 9
Proposal Deadline	June 2, 2022
Interview Proposers	June 16, 2022
Select/Notify Consultants of Final Selection	June 23, 2022
Complete Consultant Agreement Negotiations	July 22, 2022
Board Award of Consultant Agreement	August 17, 2022

ATTACHMENT 2

STATEMENT OF QUALIFICATIONS FORMAT AND EVALUATION CRITERIA

FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS PROJECTS

Interested firms should prepare their SOQ in accordance with the information requested below. **The Letter of Transmittal shall be 2 pages or less, and Sections 1 through 3 shall total 10 pages or less.** There are no page limits for resumes and acceptance of, or exceptions to, the District's standard agreement for professional services.

A selection committee will review the SOQ and determine which consultants will be requested to submit a proposal based on the weighted evaluation criteria.

Letter of Transmittal (5 percent of total score)

- Provide an overview of the firm(s) and identify the qualities that differentiate the proposed team and will make it successful.

Section 1 - Qualifications of the Firm(s) (25 percent of total score)

- List the prime consultant, any proposed subconsultants, the discipline/expertise to be contributed by each firm, and the office location in which the required services will be performed. Describe each firm's related experience.

Section 2 - Qualifications of the Proposed Staff (40 percent of total score)

- Identify key project staff, including the Project Manager, and describe their discipline/expertise, qualifications, and/or experience related to the proposed function they would perform. Resumes shall be included as an appendix.

Section 3 - Similar Projects (30 percent of total score)

- List up to five projects of a similar nature with participation by members of the proposed team. Project information shall include the project name and location, brief description of scope of work, consulting budget, start and end dates, total construction cost (if applicable), and the roles of any proposed team members.

Appendices

- Resumes of key personnel
- Acceptance of the District's Standard Agreement for Professional Services: Clearly state if consultant will accept the District's standard agreement for professional services (included as Attachment 4) with no change, or list any exceptions and proposed changes to contract language. Submission of an SOQ without listed exceptions constitutes acceptance of the agreement provisions.

ATTACHMENT 3

DISTRICT REQUIREMENTS, CAD AND SAFETY

FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS PROJECTS

CAD REQUIREMENTS

All projects at the Contra Costa Water District shall be designed and drafted to meet the District's latest CAD Drafting Standards and Procedures, using AutoCAD 2019 or earlier. The CCWD Drawing Production Manual gives instruction on borders, scales, symbols and general drafting standards that are required. In addition, it specifies that each element on the drawing needs to be identified with the proper line color, line thickness and layer, with no exception. Proper fonts and size should be used as well. This requirement is needed to meet the plotting requirements and configurations. The following is the link to the District CADD Standards on the CCWD website: <http://www.ccwater.com/CADD>

At the beginning of the project, a sample file shall be submitted for a CAD Quality Check before proceeding with the preparation of the drawings. At the time of completion, an electronic file shall be submitted for each of the drawings in addition to hard copies.

If the drawings are prepared manually or with other than AutoCAD version 2019 or earlier, arrangements shall be made with and approved by the CCWD Engineering Support Supervisor.

CONTRACTOR/CONSULTANT SAFE PRACTICES HANDBOOK

Every employee of consultants and subconsultants working at Contra Costa Water District facilities shall be briefed on the requirements contained in the Contractor/Consultant Safe Practices Handbook and receive a copy of the handbook. The following is the link to the handbook on the CCWD website: <http://www.ccwater.com/DocumentCenter/View/124>

ATTACHMENT 4

DISTRICT'S STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS
PROJECTS**

NOTE: The successful consultant shall be prepared to work within the terms and conditions of this Agreement. Any exceptions to the Agreement shall be clearly identified and presented in the SOQ.

AGREEMENT BETWEEN
CONTRA COSTA WATER DISTRICT
AND
(CONSULTANT NAME)
FOR PROFESSIONAL SERVICES

This is an agreement made as of the date of execution on the signature page, BETWEEN CONTRA COSTA WATER DISTRICT hereinafter referred to as "District", and **(CONSULTANT NAME)** hereinafter referred to as "Consultant."

WHEREAS, District intends to (**SHORT DESCRIPTION OF PROJECT**) (hereinafter referred to as "Project"); and

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Consultant is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT

- 1.1 Specific scope of services, schedule, personnel, and any special performance conditions will be defined in the Scope of Work (Exhibit A) as mutually agreed by District and Consultant.
- 1.2 Consultant shall promptly begin performance of Services upon receipt from the District of a properly authorized Notice to Proceed (NTP) letter (to be provided after the Agreement is fully executed, and certificates of insurance and endorsements have been submitted as prescribed in Article 10 of this Agreement).
- 1.3 Consultant shall be responsible for performing all services through completion and providing reports and other deliverables according to all requirements and timelines described in the Scope of Work (Exhibit A), including without limitation, those to be performed or furnished by subconsultants.

ARTICLE 2 - PAYMENT

- 2.1 District shall compensate the Consultant for services actually performed under the Scope of Work pursuant to this Agreement in the manner set forth in this Article. Compensation shall be paid for: 1) direct labor costs, 2) overhead, 3) subconsultant costs (if subconsultant is specifically approved in writing by District or is specifically listed within

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Scope of Work), 4) direct costs, and 5) profit, as those terms are defined in this section. Compensation shall be in the amount specified in the Compensation Schedule (Exhibit B) pursuant to this Agreement, except as may otherwise be agreed pursuant to Section 2.2. The above enumerated terms are defined as follows:

- (a) **Direct labor costs** include salaries and wages paid to personnel for time directly chargeable to the project. (The current schedule of the hourly rates of all classifications of personnel performing work under the Scope of Work pursuant to this Agreement are based on a normal eight-hour day, 40-hour work week.) Direct labor costs do not include the cost for executive and administrative personnel and others whose time is not specifically identifiable to the project. Direct labor costs are subject to periodic revision, but only upon the express approval of the District and no more frequently than Consultant's normal salary review schedule; however, such revisions shall not affect the firm cost ceiling set forth in the Compensation Schedule pursuant to this Agreement.
- (b) **Overhead** includes fringe benefits and indirect costs, and shall be a percentage of the direct labor costs.
 - 1. **Fringe benefits** include Consultant's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
 - 2. **Indirect costs** is an allocation of those costs that are not directly chargeable to any specific engagement, commonly referred to as Consultant's "overhead." Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, and the time (and statutory and customary employee benefits) of executive and administrative personnel and others whose time is not specifically identifiable to the Project or to any other project. (Other direct costs incurred by the Consultant in his/her prosecution of the work may also be included, if authorized by District.)
- (c) **Subconsultant costs** shall include only the actual fees and reimbursable costs incurred by the Consultant through a subcontract. Except as may be stated otherwise in the Compensation Schedule, any overhead associated with the administration of the subconsultant's contract shall be included as Overhead.

- (d) **Direct costs** include only those costs which are specifically identifiable to the Project; typical examples of such costs include costs of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities. Direct costs shall not include any costs reimbursable as Subconsultant costs.
- (e) **Profit** is in the nature of a professional fee which shall encompass all profit to be obtained by the Consultant, which may be an agreed upon percentage of any one or more of the foregoing categories of costs.

The Compensation Schedule pursuant to this Agreement shall separately set forth the amounts for each of the foregoing categories as part of a cost summary. (The Consultant agrees that proposed cost and pricing data used therein are complete, current and accurate.) No cost or fee shall be charged under more than one category.

Consultant shall provide District immediate written notice when the cumulative total of the amount submitted by Consultant for payment for any task comprising a portion of the services to be provided under the Scope of Work pursuant to this Agreement equals or exceeds 75 percent of the amount set forth for that task in the Compensation Schedule, at which time District and Consultant shall meet to determine the extent of completion of that task. This review will not require a formal report. District shall promptly decide whether the Consultant should complete the task, reallocate manpower between tasks to stay within the payment limit specified in the Compensation Schedule, or stop work on the task. This notice and review process shall be repeated when the cumulative total equals or exceeds 100 percent of the amount set forth for that task in the Compensation Schedule.

- 2.2 A firm ceiling will be established in the Compensation Schedule and such ceiling shall constitute the maximum payment for the Scope of Work and shall not be exceeded without the prior written authorization of the District. In the event the Scope of Work is expanded or reduced by the District beyond that herein agreed upon for each task, the total cost may be subject to re-negotiation to reflect the changes in services and their costs, and an amendment to the Agreement shall be prepared reflecting the changes prior to commencement of work on any expanded or changed scope of work.
- 2.3 Consultant shall submit itemized monthly statements for services rendered in a format acceptable to the District, as further described in the Compensation Schedule. District will make prompt monthly payments within 45 days after receipt of Consultant's correct monthly statements.

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- 2.4 In the event of a dispute over the services rendered by, or the amount due to, Consultant, District will pay to Consultant the undisputed portion of such monthly statement according to the provisions of this Agreement. Any portion of the disputed amount (or portion thereof) that is finally resolved in the Consultant's favor, or is agreed to between the District and the Consultant, will be included in the next monthly statement for payment by the District.
- 2.5 Consultant shall not be paid any premium for any overtime hours worked by the employees of Consultant or subconsultant without specific authorization from the District, in writing, prior to commencement of such work.

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1 Consultant's services will be performed and the specified services rendered and deliverable submitted within the time period or by the date specified in the Scope of Work.
- 3.2 Consultant's services under this Agreement will be considered complete when the services are rendered and the final primary deliverable is submitted to and accepted by the District.
- 3.3 If Consultant experiences delays through no fault of Consultant, the District and the Consultant will meet and mutually determine if the rates, measures and amounts of compensation and time for completion of performance should be adjusted.

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Consultant.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Consultant's services, hereinafter referred to as "Contract Manager" or "Project Manager", except on those matters requiring approval of the Board of Directors.
- 4.2 Furnish to Consultant all existing studies, reports and other available data pertinent to the Consultant's services, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by District or others in

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performing Consultant's services under this Agreement unless otherwise specified in the Scope of Work.

- 4.3 Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder, unless otherwise specified in the Scope of Work.
- 4.4 Perform such other functions as are indicated in the Scope of Work related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Article.

ARTICLE 5 - STANDARD OF CARE

- 5.1 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a member of the same profession or occupation under similar circumstances, and Consultant shall, at no cost to District, re-perform services which, based on the District's determination, fail to satisfy the foregoing standard of care.

(USE NEXT SENTENCE IF DRAWINGS OR SPECIFICATIONS ARE PREPARED BY ENGINEERS)

All drawings and specifications shall bear the stamp and signature of a professional engineer registered in the State of California.

- 5.2 Any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) that are used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished hereunder, and therefore the fact that the District has accepted or approved the Consultant's work, or delayed in bringing the deficient work to the Consultant's attention, shall in no way relieve the Consultant of these responsibilities.

ARTICLE 6 – CONSULTANT OPINIONS OF COST AND SCHEDULE

- 6.1 Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions or economic

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conditions, Consultant's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional.

- 6.2 Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules shall be made on the basis of qualification and experience as a professional.
- 6.3 Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.
- 6.4 Nothing in this article shall in any way affect the provisions of articles 1 through 3 of this agreement.

ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Consultant until prior written approval is obtained from the District, including pre-approval by the District's Risk Management Officer or designee, of all insurance requirements in Article 10.
- 7.2 Subconsultant substitutions shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitute subconsultant is not qualified to perform the services, then, at the request of the District, Consultant shall re-engage the original subconsultant or substitute a qualified subconsultant.

ARTICLE 8 - CONSULTANT ASSIGNED PERSONNEL

- 8.1 Consultant shall designate in writing an individual to have immediate responsibility for the performance of all services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Consultant will be stipulated in the Scope of Work. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services, then, at the request of the District, Consultant shall substitute a qualified and responsible person.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS, DATA, SOFTWARE

- 9.1 All project specific work products, drawings, data reports, files, estimates, and other such information and materials (except proprietary computer software purchased or developed with Consultant monies) and except computer programs, software, or any

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professional seal, stamp or certification, as may be accumulated by Consultant to complete services under this Agreement shall become property of the District, provided that Consultant shall have the right to their use during the project.

- 9.2 Consultant shall retain custody of all project data and documents other than deliverables specified in the Scope of Work, and shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies thereof for information and reference. To the extent that it is legally able to do so, Consultant hereby grants District a nonexclusive, perpetual royalty-free, and irrevocable license to reproduce, prepare derivative works, and distribute copies of such project data and documents other than deliverables, and all other intellectual property as herein defined, and to have or permit others to do so on their behalf.

For purposes of this Section, the term “intellectual property” includes all inventions, innovations, creations, works, reports, figures, tables, processes, designs, methods, formulas, drawings, plans, technical data, specifications, logos, computer programs, computer chips, and circuits, whether or not protectable through patent, copyright, trademark or mask work, and whether produced in any medium now known or hereafter produced or developed.

- 9.3 Notwithstanding anything to the contrary, Consultant shall not distribute, present, or publish any deliverable specified in the Scope of Work without the prior written approval of the District, which may in District’s sole discretion be withheld, delayed, or conditioned.
- 9.4 All information other than deliverables prepared by Consultant pursuant to this agreement are instruments of service in respect to this project. Except in connection with environmental documentation performed under the California Environmental Quality Act or the National Environmental Policy Act or similar statutes, they are not intended or represented by Consultant to be suitable for reuse on extensions of this Project or on any other project unless otherwise specified in the Scope of Work. Therefore, except as otherwise specified in the Scope of Work, any reuse of the instruments of service, other than in connection with environmental documentation, without written verification or adaptation by Consultant for the specific purpose intended shall be at the sole risk of the person or entity so using them.
- 9.5 Consultant shall comply with all Public Records Act Requests received by District to which materials in the Consultant’s possession may be responsive, and shall defend and indemnify District from and against all damages and liabilities incurred by District as a result of Consultant’s failure to comply with such requests.

ARTICLE 10 - INSURANCE

10.1 Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

(a) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence, \$4,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

10.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(a) Name as Additional Insureds, Contra Costa Water District and its respective Directors, Officers, Agents, Employees, and Volunteers.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

10.3 Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

10.4 All policies shall provide thirty days' advance written notice to Contra Costa Water District of reduction or nonrenewal of coverage or cancellation of coverage for any

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- reason. If there are any insurance changes during the contract period, Consultant shall submit updated certificates and endorsements in order to remain current. Upon request, Consultant must also provide certificates of insurance for its subconsultants.
- 10.5 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 10.6 Before commencing any work under this Agreement, Contractor shall furnish to Contra Costa Water District certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Contra Costa Water District, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.
- 10.8 If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor obtains all necessary insurance, which shall name Contra Costa Water District, and its respective directors, officers, agents and employees and the Contractor as Additional Insureds.

ARTICLE 11 - INDEMNIFICATION

- 11.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Consultant agree to allocate such liabilities in accordance with this Article 11. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 11.2 Consultant shall assume the defense of and defend District, its Directors, officers, and employees in any action at law or in equity in which liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the services for District.

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- 11.3 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the District, its Directors, officers, and employees from and against all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, arising out of, pertaining to, or relating to the negligent acts, errors or omissions, recklessness, or the willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable) directly or indirectly related to the performance of the services for District excepting therefrom only those claims, losses, damage, injury, and liability caused by the sole or active negligence, or the willful misconduct of the District. In no event shall this Article be construed to give rise to any obligation on the part of the District, its Directors, officers, agents, employees, or representatives to defend, indemnify, or hold harmless Consultant, its agents, subconsultants, or employees from and against any damages, costs, or expenses in law or equity, including reasonable attorney's fees, that are in any way connected with the performance of the Work under this Contract.
- 11.4 Consultant shall also indemnify the District against and save it harmless from any and all loss, damage, costs, expenses, at law or in equity, including reasonable attorneys' fees, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.
- 11.5 Consultant shall indemnify District against legal liability for damages arising out of claims by Consultant's employees. District shall indemnify Consultant against legal liability for damages arising out of claims by District's employees.
- 11.6 The insurance limits and coverage required by ARTICLE 10, **INSURANCE**, do not in any way limit the liability of the Consultant under this ARTICLE 11, **LIABILITY AND INDEMNIFICATION**, or otherwise except to the extent of payments actually made by the insurers pursuant to such insurance policies. Consultant shall be responsible for payment of all amounts it is obligated to pay under this Article or otherwise which have not actually been paid by the insurers issuing policies pursuant to Article 10, whether or not such insurance policies shall have been determined to be applicable to any of the acts, errors, omissions, events, claims, accidents, or other occurrences giving rise to the liability of the Consultant under this Article.
- 11.7 Consultant's obligation under this Article shall extend to injuries occurring after the completion of all services, obligations and duties provided for in the Agreement. In the event of termination of the Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 12 - INDEPENDENT CONTRACTOR

- 12.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 8.1; however, otherwise District will have no right to control the means or supervise the methods used by Consultant, but District will have the right to observe such performance. Consultant shall work closely with District in performing Services under Agreement. Notwithstanding the preceding sentence, neither Consultant, nor its subcontractors, shall be considered an employee of District for any purpose.
- 12.2 Consultant and its agents or subcontractors shall each pay the salaries, and any employee and/or employer contributions for benefits, including without limitation the costs of contributions to any pensions and/or annuities or any other retirement benefits, to which any of their respective employees may be entitled. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the Contra Costa Water District Retirement Plan (CCWDRP) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for CCWDRP benefits.
- 12.3 Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

ARTICLE 13 - COMPLIANCE WITH LAWS

- 13.1 In performance of the Services, Consultant and its subconsultants will comply with and shall not cause the District to violate applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in the Scope of Work. Notwithstanding the above, if a change in any law or regulation increases the cost of

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Consultant's work or services, then Consultant may request an equitable adjustment to its schedule and compensation.

- 13.2 Consultant, subconsultants, and their respective employees, shall comply with all District safety requirements including the CCWD Contractor/Consultant Safe Practices Handbook at all times while on District property or at the site(s) of public works being installed, altered, repaired or removed for the District. The signature page of the CCWD Contractor/Consultant Safe Practices handbook shall be signed by the Consultant and submitted to the District. The Consultant shall provide copies of the Handbook to all subconsultants/subcontractors (but Consultant does not need to submit signature pages signed by subconsultants). The Handbook is available at <http://ccwater.com/files/safepracticeshandbook.pdf>. In the event field inspections are required, consultant shall provide all necessary safety equipment required for safe entry and egress from field facilities.
- 13.3 If the Scope of Work requires field work, Consultant shall comply at all times with Cal OSHA regulations regarding necessary safety equipment or procedures. Consultant shall also take all necessary precautions for safe operation of his/her work, and the protection of the traveling public from injury and damage from such work. Consultant personnel shall wear hard hats and orange vests at all times while working out in the field.

ARTICLE 14 - NON-DISCLOSURE OF PROPRIETARY INFORMATION

- 14.1 Consultant shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources other than District. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

ARTICLE 15 - TERMINATION

- 15.1 Either party may, upon seven (7) days' written notice, terminate this Agreement for cause if the other party substantially fails to perform in accordance with the terms hereof through no fault of the terminating party.
- 15.2 District shall have the right to terminate this Agreement for its convenience upon thirty (30) days' written notice to Consultant. Within thirty days after receipt of such notice, or on another schedule acceptable to District, Consultant shall terminate performance of services.

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- 15.3 In the event of termination of this Agreement, District shall pay Consultant in accordance with the Agreement for all services completed but not paid for (including costs incurred but not paid for), for any services completed after termination at the request of District, and reasonable costs incidental to the termination of services. Such payments shall not include costs related to lost profits associated with the expected completion of the work.
- 15.4 District shall have the right to suspend performance of this Agreement upon two (2) days' written notice to Consultant. Immediately upon receipt of such notice, Consultant shall begin to suspend performance of services, which suspension shall be accomplished on a schedule acceptable to District.
- 15.5 In the event that District temporarily suspends performance of this Agreement, District shall pay Consultant in accordance with the Agreement for all services completed but not paid for (including costs incurred but not paid for), reasonable costs incidental to the suspension of services, and if the suspended work is restarted, reasonable costs incidental to restarting performance. Except to the extent otherwise agreed, such payments shall not include costs related to lost profits associated with the expected completion of the work.

ARTICLE 16 - ABANDONMENT

- 16.1 In the event the consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local or federal agency or person for any of the supplies, materials, accesses, or services required to be

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provided by the other party to this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Consultant or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement. In the event of temporary stoppage of Consultant services by the District, the District and the Consultant will meet and mutually determine if an extension of time or other terms of performance shall be adjusted in consequence thereof.

ARTICLE 18 - WAIVER

18.1 A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provision held to be void.

ARTICLE 20 - INTEGRATION AND MODIFICATION

20.1 This Agreement, together with the Scope of Work and the Compensation Schedule, attached hereto as Exhibits A and B respectively, is adopted by District and Consultant as a complete and exclusive statement of the terms of the Agreement between District and Consultant. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant pertaining to the Services, whether written or oral.

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20.2 The Agreement may only be modified through the District's formal Amendment process. Such modifications must be evidenced in writing signed by both District and Consultant.

ARTICLE 21 - ASSIGNMENT

21.1 District and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

21.2 Neither District nor Consultant shall assign, sublet, or transfer any rights or responsibilities under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of the services hereunder and in accordance with Article 7.

21.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

ARTICLE 22 - GOVERNING LAW

22.1 This agreement shall be governed by and construed in accordance with the laws of the State of California.

(APPLICABLE ONLY TO DESIGN AND CONSTRUCTION MANAGEMENT WORK)

ARTICLE 23 – PAYMENT OF PREVAILING WAGES

23.1 Prevailing Wage Rates apply to all Consultant personnel performing work under this Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Section 1770 et sequitur ("such work"). Consultant shall comply with all applicable prevailing wage labor code requirements.

23.2 Consultant shall pay not less than the prevailing rate of per diem wage as determined by the Director of Industrial Relations. These wage rates are on file at the District's principal

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office. Future effective wage rates may have been determined and, if so, are on file with the Department of Industrial Relations. Consultant shall comply with all of the provisions of Section 1775 of the Labor Code relative to penalties paid to the District regarding wage under- payments to workers employed under this Agreement. For questions regarding payment of prevailing wages, Consultant should visit www.dir.ca.gov/oprl/pwd/index.htm.

23.3 The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Consultant in a prominent place at the site where such work is performed.

23.4 Consultant shall comply with all of the provisions of Section 1776 of the Labor Code regarding payroll records requirements.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CONTRA COSTA WATER DISTRICT

(CONSULTANT NAME)

By: _____
Stephen J. Welch, General Manager

By: _____

(Title)

Date _____

Date: _____

Rev. 5/2014

ATTACHMENT 5

CONFLICT OF INTEREST STATEMENT

FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS PROJECTS

Conflict of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including, but not limited to, Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. These sections are available for review at the following internet link:

<http://leginfo.legislature.ca.gov/faces/codes.xhtml>

The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the District if it becomes aware of any such fact during the term of the Agreement. Individuals who will perform work for the District on behalf of the successful Proposer may be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the District within ten calendar days of the District notifying the successful Proposer that the District has selected the Proposer.

A. OBLIGATIONS

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in this contract constitutes a conflict of interest. While the District staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, Subconsultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the District.

Final determination of the potential for conflict must be made by the Proposers. A court makes the final determination of whether an actual conflict exists. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

There are many phases of work pertaining to District contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines

regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Proposer should consult with their legal counsel to determine whether a potential conflict exists. Note that the general guidelines set forth below apply to the award of Agreements under this Request for Qualifications (RFQ), Request for Proposals (RFP), or Bid Document.

- **RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
- **General Program Management Services.** Since these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design or construction management phase of any project.
- **Preplanning.** Participation in preplanning work, which may include a needs assessment report or a capital improvement program/capital master plan, since it is an initial phase, may be limited only by previous participation in preparation of RFQ/RFP or bid documents.
- **Conceptual, Preliminary and Final Engineering Design (performed under single contract).** The conceptual design phase of any project establishes the facts pertaining to the project and possible options for consideration and may include preparation of an Alternative Analysis Report, a Conceptual Engineering Report or a Preliminary Design Report for the project. Documents produced as part of the Final Engineering Design constitute the definition of the construction contract for the project. Participation in the Conceptual, Preliminary and Final Engineering Design for a project (under a single contract) would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
- **Environmental Review.** This phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
- **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any firm participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the District requires a Proposer to rely on in the preparation of their bid.

- **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.
- **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
- **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

In addition to the conflict of interest principles summarized above, actions which may give rise to an actual or apparent unfair competitive advantage include a Proposer's unequal access to nonpublic information gained through its performance (or the performance by any entity on Proposer's team) of an existing District contract where such information may provide Proposer with a competitive advantage in the current RFP process. Proposers are strongly encouraged to investigate and manage any potential unfair competitive advantage situations in advance of forming teams and when considering whether or not to participate in the RFP process. A determination regarding whether an unfair competitive advantage situation exists depends upon the specific facts and circumstances of each situation. Proposers are strongly advised to consult with their legal counsel to determine whether or not an unfair competitive advantage may exist.

B. CONSULTATION WITH COUNSEL

The District strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The District will not advise consultants on conflict of interest matters.

The District strongly recommends that any proposing firm who believes that a potential for a conflict of interest exists should seek an advisory opinion from the California Fair Political Practices Commission. Should the Proposer seek an advisory opinion from the California Fair Political Practices Commission, the District requests that it be provided notice of the Proposer's intention to seek such an opinion and the opportunity to be a co-author of any such request. The District may, at its sole discretion, elect to continue with the procurement with no adjustment in the schedule to accommodate the Proposer seeking an advisory opinion.

ATTACHMENT 6

COVID-19 VACCINATION AND TESTING POLICY

**FY23/FY24 WATER TREATMENT PLANT AND TREATED WATER FACILITIES IMPROVEMENTS
PROJECTS**

NOTE: The successful consultant shall comply with District's COVID-19 Vaccination and Testing Policy during any on-site work.

Contractor/Vendor Safety Requirements – COVID-19 Vaccination and Testing Policy

General

- A. All contractors, including all tiers of subcontractors, defined in this policy to also include consultants, suppliers, and vendors (Contractor), who hold contracts with Contra Costa Water District (District) and who perform work at District facilities or on District jobsites, shall incorporate the requirements of this document into their operations.
- B. These requirements shall be included in any contractually required site-specific health and safety plans for work at District jobsites. The Contractor shall submit their site-specific health and safety plan, showing compliance with the requirements of this document, to the District.
- C. Even if a formal site-specific health and safety plan is not required under the terms of the contract the contractor shall designate a Site Safety Representative (SSR) for the project to monitor and implement all recommended safety practices regarding any threat to public health with all Contractor staff members. In the case of a sole proprietor that is working for the District directly, the owner/operator shall serve as the SSR for their part of the work.

Exceptions

- A. Vendors or suppliers making deliveries to District facilities or jobsites where no contact or only incidental contact (less than 15 minutes) is made with other people are exempt from the vaccination and testing requirements but shall wear a face covering and maintain social distancing protocols at all times.
- B. Contractors that are performing work in the public right-of-way, at unmanned District facilities or watershed lands, where no District staff are present, are exempt from these requirements.
- C. Vendors or suppliers where District staff are visiting the vendor's facility to drop-off or pick-up material are exempt from these requirements
- D. Contractors hired on an emergency basis that must mobilize quickly, shall certify that they comply with the requirements in this Policy before starting work.
 - a. If this is not practical due to the emergency nature of the work, the contractor can come to the jobsite in appropriate COVID-19-related PPE, only with advance written approval by the District.
 - b. At the earliest time possible, but no later than three business days after the start of work, the Contractor shall certify that they are in compliance with the requirements in this Policy.
- E. City inspectors, regulatory staff, or other regulating agencies with no contractual relationship with the District are exempt from these requirements. All other COVID-19 on-site protocols are required to be followed.

CCWD Health & Safety Program

Contractor/Vendor Safety Requirements – COVID-19 Vaccination and Testing Policy

Effective December 13, 2021

- A. Contractors shall require all of their jobsite personnel to either
 1. Be Fully Vaccinated against COVID-19, or
 2. Submit to regular weekly COVID-19 testing at the Contractors' expense until Fully Vaccinated

Vaccination

- A. Vaccination status tracking: Contractors, and all tiers of subcontractors, shall implement a process to confirm, track, and certify (if requested) its employees' vaccination or declination of vaccination status.
- B. Contractor site safety representative shall be responsible for assuring compliance with these vaccination requirements. They shall also ensure that all Contractor personnel complete daily symptoms checks, even if fully vaccinated.
- C. Fully vaccinated persons are those who are ≥ 14 days post-completion of the primary series of an FDA-authorized COVID-19 vaccine (e.g. more than 14 days after the second shot of a two-shot series such as Comirnaty/Pfizer-BioNTech, Spikevax/Moderna, or after the first shot of a one-shot series such as Jassen COVID-19/Johnson and Johnson).
 - a. In the event that additional vaccination boosters are required, the District will issue clarifications to these requirements.

Weekly Testing

- A. The Contractor shall test unvaccinated jobsite personnel through FDA-approved methods for detecting the virus at the Contractor's expense.
 - a. These tests shall be performed no more than three days immediately prior to the personnel's first day onsite and every week thereafter.
 - b. The Contractor's site safety representative shall provide daily compliance checking of the program.
- B. Contractors may provide on-site rapid antigen testing for transitory personnel who have not been vaccinated and could not schedule a test ahead of time and who will be on site for fewer than three days.
- C. Testing status tracking: Contractors and all tiers of subcontractors shall implement a process to confirm, track, and certify (if requested) its employees' testing status.
- D. Contractor's site safety representative shall verify that all personnel on site that are not fully vaccinated are COVID-negative and have been tested weekly. They shall also ensure that all Contractor personnel complete daily symptom checks.
- E. Proof of compliance with testing requirements will be provided to District representatives, as requested by the District.