



March 4, 2022

**Subject: Request for Proposals – FY23/FY24 On-Call Surveying Services
Proposals Due Wednesday, April 6, 2022, by 3:00 p.m.**

BOARD OF DIRECTORS

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To Whom It May Concern:

The Contra Costa Water District (District) is requesting proposals to provide on-call surveying services for various design projects for Fiscal Year 2023 (FY23; July 1, 2022 – June 30, 2023) with an optional 12-month extension period for Fiscal Year 2024 (FY24; July 1, 2023 – June 30, 2024), to be exercised at the District's sole discretion. Surveying services are required for various District design projects and property issues, including, but not limited to, water main replacements, canal replacement work, and work related to the Los Vaqueros Watershed. Project sites will be located throughout the District's treated water service area, which includes the Cities of Concord, Pleasant Hill, Walnut Creek, Clayton, Pacheco, Martinez, Clyde, Port Costa, along the Contra Costa Canal right-of-way (ROW), within the public ROW, the District ROW, and/or any of the District's treated water facility sites. Project sites may also include portions of east Contra Costa County, Alameda and San Joaquin Counties. In addition, this Request for Proposals (RFP) includes miscellaneous CADD drafting and subcontract services, which may be required on an as-needed basis. The total not-to-exceed value of the on-call surveying services agreement is approximately \$266,000 (\$133,000 in FY23 and \$133,000 in FY24). Proposals shall be prepared according to the following attachments:

- Attachment 1 – Scope of Work
- Attachment 2 – Required Proposal Format and Selection Criteria
- Attachment 3 – CADD Requirements
- Attachment 4 – Sample District Standard Services Agreement
- Attachment 5 – Environmental Requirements for Working at Los Vaqueros Watershed
- Attachment 6 – Cost Evaluation Form
- Attachment 7 – Conflict of Interest Statement

Attachment 5 is provided for your reference for any work you may perform at the Los Vaqueros Watershed.

The District is an equal opportunity organization. The District will require that the successful consultant pay Prevailing Wage Rates to all consultant personnel performing work for which wage determinations have been made by the Director of Industrial Relations, pursuant to California Labor Code section 1770 et sequitur.

This RFP 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 proposal is not for an exclusive Contract. The Contract does not guarantee Consultant any work, nor is there any guarantee as to any volume or duration of work.

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Work shall be performed under the terms and conditions of the District’s Standard Professional Services Agreement (see Attachment 4). If your firm has exceptions to the Agreement, those exceptions must be noted in the proposal and the District will evaluate their acceptability and may be considered in the selection of firms. The exceptions may or may not be negotiable at the discretion of the District.

NOTE: In response to COVID-19, all consultants and their employees that will be on-site will be required to abide by all Federal, State, and/or County protocols as well as abide by all current District health and safety procedures. Consultants and their employees who will be on-site will be required to show proof of vaccination or be tested weekly and show proof of a negative test before entering District facilities.

The District is not obligated to accept the lowest cost proposal and reserves the right to reject or accept any proposal, or combination of proposals. All responses must be submitted as follows:

Electronically via PDF to bjackson@ccwater.com and rbroad@ccwater.com. Electronic submittals should reference “FY23/FY24 On-Call Surveying Services” in the subject line and must be provided in the order that you want reviewed and with the total number of pages in the submittal PDF stated in the transmittal email. Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. NOTE: If the proposal is submitted electronically the Cost Evaluation Form (Attachment 4) should be sent as a separate electronic submittal, before the submittal deadline with the Name of the project (“FY23/FY24 On-Call Surveying Services”) and the Due Date/Time Due to: bjackson@ccwater.com and rbroad@ccwater.com.

Tentative Schedule

- Issue Request for Proposal March 4, 2022
- Proposals Due April 6, 2022
- Select and Notify Firms of Final Selection May 4, 2022
- Board Award of Agreement (Tentative) June 15, 2022
- Perform Services as Authorized July 1, 2022 – June 30, 2024

Questions concerning this Request for Proposals should be directed to Richard Broad by phone at (925) 688-8013 or by email at rbroad@ccwater.com. Thank you.

Sincerely,



Peter Stabb
Engineering Design Division Manager - Interim

PS/RB:aj

Attachments

cc: Brian Jackson

File: 102500

ATTACHMENT 1

SCOPE OF WORK

The selected consultant will provide services as generally described in the following scope of work. The contract for on-call surveying services is for FY23 with an optional 12-month extension period for FY24, to be exercised at the District's sole discretion. The work will be performed as task orders under the District's various programs including Pipeline Renewal and Replacement, Applicant Projects and Watershed and Lands. The total not-to-exceed value of the two-year agreement is approximately \$266,000 (\$133,000 in FY23 and \$133,000 in FY24).

Section 1 - General Services to be Provided and Requirements

Following is a description of the type of work and requirements the Consultant will be requested to perform. When requested to perform work, the District and Consultant will develop a scope of work, cost estimate, and schedule prior to the District authorizing a Notice to Proceed.

Types of Services:

- Boundary Survey
- Control Survey
- Topographic Survey (via aerial or ground methods)
- Deformation/Settlement Monitoring
- Monumentation
- Staking
- Lot Line Adjustment
- Preparation and Recordation of Plats and Legal Descriptions
- Record of Survey
- Corner Records
- Utility Survey (above-ground and under-ground)
- Preparation of Base Maps in District CADD format
- Miscellaneous Drafting Services
- As-needed services (i.e. geotechnical, structural, electrical engineering) to be provided by Consultant or its subcontractors to be identified by the District

Datum:

- For new projects (not extension or continuation of existing projects), NAVD 88; units in US Survey Foot. Provide conversions from grid to ground distances.

Controls:

- Tied to control stations included in CSRS-H or NGS National Geodetic Reference system with FGCS B order accuracy or better, or to acceptable controls tied to aforementioned stations. Coordinates of control stations with different epochs shall be adjusted to be consistent.

Accuracy:

- Equivalent to or substantial compliance with FGCS first order or better for controls and monumentation, second order or better for other work.

Section 2 - Surveying Requirements for District Design Projects

Overview: The District's Engineering Department typically requires topographic surveys for use as base maps in designing various projects. In addition, subsurface utility surveys will be needed for project locations to be determined.

All work shall consist of the following:

Task 1: Preparation

Consultant shall meet with District to discuss and resolve Scope of Work and Work Approach, cost and schedule, and also gather project expectations set by District. Consultant preparation shall also include, but not be limited to, the following:

- Record search – obtain recorded documents of parcels in question and adjoining properties; may need to obtain title reports as directed by District
- Site visitation
- File and record drawing compilation from District, City, County and other agencies
- USA marking arrangements
- Other activities necessary for subsequent survey work

Task 2: Surveying

Items typically included in surveys for design projects:

Item No.	Requirements
1	Aerial orthophotos as background (may use existing aerials). If this is a significant cost item, District may delete this requirement.
2	Lot/Map numbers, APN's, and street addresses of lots bordering R/W.
3	Street cross-sections at approximately 50 feet intervals, changes in direction, and grade breaks (indicate elevations on plan view - cross section views need not be plotted).
4	All surface features (curb, gutters, back of sidewalk, street features, etc.) within street R/W plus District facilities (meters, vaults, valve pots, etc.) beyond street R/W. This includes overhead features such as tree overhangs and utilities within street R/W (acceptable to only locate select overhangs and indicate as "typical throughout street").
5	Subsurface utilities based on record drawings and field verified.
6	Subsurface utilities identified by consultant-arranged USA markings and dipping of manhole and other utility structure openings (corrected against record information on utilities). Subcontract with utility locating (electromagnetic, GPR) and/or pothole firms as needed. Verify subconsultant accuracy.
7	Observation of encroachments, which could ripen into "unwritten land rights".

Deliverables:

Typically, the Consultant will be required to provide 40-scale or larger plan view with line work and annotation (symbols, descriptions, elevations, etc.) properly shown, field notes, calculations, record drawings and data, and other supporting information. All drawings shall be produced in accordance with District CADD Standards described in Attachment 3 (unless submitting Subdivision Maps, Records of Survey, or other maps for filing at the County and County requires compliance with its own electronic submittal format).

Preliminary

- Provide three (3) half-sized prints of the preliminary plans for District review and comment.
- Provide a copy of all backup data used to create the survey, including, but not limited to, utility maps, photos of USA marking, as-built drawings, easements, etc.

Final

- Provide one (1) half-sized reproducible set (stamped and signed), one (1) full-sized reproducible set, and one (1) set of electronic CAD files of the plans.

The Consultant shall perform QA/QC of the work prior to submitting to the District for review. All final documents prepared by the Consultant shall be stamped and signed by a surveyor licensed in the State of California. The District may allow cost-effective deviations from the above requirements. For example, temporary controls may be used and tied to established controls at later date. The Consultant must obtain District approval prior to making any deviations from the above requirements and document the deviations in the scope of work for each assignment.

Section 3 - Miscellaneous Boundary Surveying

The District's Watershed and Lands Department typically requires boundary surveys, on as-needed basis, for District and U.S. Bureau of Reclamation (Reclamation) properties.

The land surveying services required typically involve locating District and Reclamation property lines for installation of property line fencing. Properties are located primarily in Contra Costa County. The District also owns properties in Alameda and San Joaquin counties. Work may include field surveys, preparation and recordation of plats, legal descriptions, and corner records, and preparation and filing of Records of Survey (if necessary), monumentation, attendance at District meetings, and other administrative tasks associated with the scope of work.

Work shall be generally performed in accordance with the following, and as identified in the scope of work for each assignment:

1. **Field Surveys**

Work includes research of existing District, Contra Costa, Alameda, and San Joaquin Counties records for pertinent property line information. Work also includes surveying for identification, staking of property lines, and verification of field data to be used for property line resolution. Staking to consist of permanent markers at all corners and interval staking no more than 400 feet apart along straight lines. This task may include filing of Record of Survey, including payment of all County or other application fees, through and including final recording.

2. **Monumentation**

Permanent monuments to be installed at property line corners. Permanent monuments to consist of a concrete monument at least 30" deep and 6" in diameter, mounted flush with the ground surface. A 3" diameter brass plate to be furnished by District shall be mounted on the top of the monument, inscribed with "CCWD" and the District logo, the coordinates of the point, and stamped with the civil engineer's or land surveyor's registration number and year. Final inscription content will be determined by the District prior to installation.

3. **Legal Descriptions**

Preparation and stamping of plats and legal descriptions for easements and District right-of-way acquisition. Task may include plan checking of work prepared by others for applicant-sponsored projects.

ATTACHMENT 2

REQUIRED PROPOSAL FORMAT AND SELECTION CRITERIA

REQUIRED PROPOSAL FORMAT

The proposal shall be limited to 10 pages, including photos, figures, and graphics, but excluding any appendices. Final selection will be based on evaluation of proposals received per the proposal evaluation criteria provided; there will be no interviews. The proposal shall include the following items:

Letter of Transmittal: Provide a qualifications statement identifying the primary contact person for this contract, proposed surveying staff, and any other pertinent information related to your firm.

Section 1 – Approach to Work. Describe your firm’s typical approach to Scope of Work items described in Attachment 1. Discuss recommendations for any changes to the Scope of Work. Discuss proposed project management, quality assurance, responsiveness, and cost control techniques. Provide at least two specific examples of projects completed in the last year that includes a brief summary of Scope of Work, budget, time taken to complete and final deliverables.

Section 2 – Specialized Experience and References. Describe your firm’s experience performing work described in Attachment 1. Emphasize experience that applied to the proposed work and the firm’s ability to complete the work within budget and on schedule. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work. Provide references (\$50,000 minimum value) for at least three projects in the past five years.

Section 4 – Project Team. Describe the project team structure and identify key staff that will be committed to complete the Scope of Work. Emphasize the specialized experience of specific individuals and any specialized experience of any sub-consultants that maybe used. Describe the anticipated level of District involvement. Key personnel that are included in the proposal must be committed for the duration of the project. Any substitutions or changes to the project team must be brought to the attention of and approved by District.

Section 5 – Appendices.

- A. Resumes, brochures
- B. Exceptions, if any, to the District’s Standard Agreement for Consulting Services (Attachment 4).

SELECTION CRITERIA

Proposal Evaluation Criteria:

The following criteria will be used in evaluating proposals:

1. **Approach to Work (50%)**

This includes the understanding of the scope of work, demonstrated ability to provide topographic or other surveying data that meets the needs of District projects and schedule, proposed project management and cost control techniques, and unique/creative approaches to work.

2. **Specialized Experience and References (15%)**

This includes specialized experience directly relating to this project and evidence of ability to complete the work within schedule and on budget, and the depth of in-house or sub-consultant support. References will be contacted and verified by the District.

3. **Project Team (25%)**

This includes the specialized experience of key personnel (project manager, key staffs) and their time commitment in the areas assigned.

4. **Overall Proposal Quality and Other Considerations (10%)**

This includes general responsiveness, clarity of presentation, proposal quality and comments received from references, and exceptions to the District's Standard Agreement for Professional Services, if any.

Contract Provisions

The District utilizes standard contract provisions for all professional and technical services agreements. A sample agreement showing applicable contract provisions is attached as Attachment 4. Submission of a proposal constitutes acceptance of the agreement format and provisions.

ATTACHMENT 3

CADD REQUIREMENTS

All projects at the Contra Costa Water District shall be designed and drafted to meet the District's latest Drawing Production and CADD Standards, using AutoCAD 2015 or later. The District Drawing Production and CADD Standard 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 District website: <http://ccwater.com/DocumentCenter/View/282>.

At the beginning of the project, a sample file shall be submitted for a CADD 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 2015 or later, arrangements shall be made with and approved by the District Engineering Support Supervisor.

ATTACHMENT 4

TERMS AND CONDITIONS

SAMPLE 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 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.
- 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 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.

- 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 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 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 \$1,000,000 each occurrence 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, and Employees.

(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 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.
- 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 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 <https://www.ccwater.com/DocumentCenter/View/124/Contractors-Safe-Practices-Handbook>. 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.

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 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.
- 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 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 underpayments 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

**Consulting Services Agreement
Between Contra Costa Water District (District) and
_____ (Consultant)
Dated _____**

SCOPE OF WORK

Consultant shall provide:

- (Briefly describe service or services)

District shall provide the following services and facilities unless otherwise specified in any Task Order issued hereunder.

- (Describe District obligations, if any)

EXAMPLE

Consultant shall provide planning and engineering services which may include the following without limitation:

- Provide information on matters concerning urban development in East Contra Costa County, related to the impacts of potential needs for water services.
- Revise and update information in the Draft East County Water Services Status Report.
- Provide information concerning circulation, transmission, and distribution systems

District shall provide the following services and facilities unless otherwise specified in an Task Order issued hereunder.

- Timely access to land for field work;
- Reports, contracts, maps, and other data in District's possession necessary for completion of the services.

**Consulting Services Agreement
Between Contra Costa Water District (District) and
_____ (Consultant)
Dated _____**

CONSULTANT'S RATES AND CHARGES

Position Title (Additional description, if necessary) \$_____ per hour

Position Title (Additional description, if necessary) \$_____ per hour

Position Title (Additional description, if necessary) \$_____ per hour

* If overtime is anticipated, it is assumed to be at the same hourly rate unless otherwise noted in this attachment.

EXAMPLE

Principal: Development and Forensic Consulting \$____.____ per hour

Principal: Engineering/Land Planning/Surveying \$____.____ per hour

Manager II: Engineering/Planning/Project \$____.____ per hour

Manager I: Engineering/Planning/Project \$____.____ per hour

Senior Professional** \$____.____ per hour

Associate Professional** \$____.____ per hour

Assistant Professional ** \$____.____ per hour

Drafter - Designer/Computer Technician \$____.____ per hour

Secretary/Clerk/Technical Assistant \$____.____ per hour

One (1) Person Survey Crew \$____.____ per hour

Two (2) Person Survey Crew \$____.____ per hour

Three (3) Person Survey Crew \$____.____ per hour

** Applies to all professional staff: Engineers, Planners, Surveyors, Architects, and Landscape Architects

ATTACHMENT 5

ENVIRONMENTAL REQUIREMENTS FOR WORKING AT LOS VAQUEROS WATERSHED

SCOPE

Contractor shall comply with the requirements, duties, and restrictions, imposed by government agencies during construction and surveying activities at Los Vaqueros Watershed. Failure by Contractor to comply with the following items may result in the suspension of construction operations until compliance is secured, at no additional costs to CCWD. Contractor shall be liable for any and all damage, claims, fines, penalties, and lawsuits arising as a result of Contractor's violation or non-compliance with the following:

CONSTRUCTION PRACTICES AND MEASURES

1. Environmental Compliance Kickoff Meeting

Contractor and its subcontractors will meet with CCWD prior to start of construction. The meeting will be to initiate the start of construction and will involve a project walk-down to discuss environmentally sensitive areas. The Contractor's Construction Manager and Senior Contract personnel for each construction crew will be briefed about cultural and environmental resource protection measures. The Contractor is responsible for assuring that all crew members are informed of the various cultural and environmental resource protection measures.

The Contract Administrator or his designee reserves the right to remove any employee of Contractor or any subcontractor if such employee is not, in the opinion of the District Representative, in compliance with the environmental requirements.

Vendors delivering materials and equipment are exempt from the environmental orientation session. Contractor will ensure that vendors are limited to District approved areas designated for material and equipment delivery.

2. Contractors Point of Contact

Contractor will designate one of its senior staff to serve as point of contact for coordinating the timing of environmental clearances and who will be responsible for complying with these construction practices and measures.

3. Work Areas

Contractors will avoid all restricted areas -- these will be identified by CCWD and marked with signage and temporary fencing by CCWD.

4. Pre-Construction Surveys

As a condition of several permits, CCWD must conduct burrowing animal habitat clearances before any "ground disturbing activities" can begin. Coordination of these clearance activities requires careful advance planning by contractor and scheduling communication with CCWD or its representatives. Contractor will provide CCWD with a notice prior to ground disturbing activities at a particular site. This will allow for timely scheduling of environmental clearance surveys. The Contractor will not undertake any ground disturbing activities in these areas until the pre-construction biological resource clearance surveys have been completed and the Contractor has been notified as such by CCWD's onsite representative.

5. Construction Precautions

Pipe and Culverts: When applicable, all construction pipes, culverts, or similar structures that are thirty-six (36) inches or less in diameter and are stored for more than eight (8) hours at a construction site accessible to kit foxes will be inspected before the pipes are buried, capped, or moved. To avoid the need for inspection, pipes may be stored on racks at least three and one-half (3½) feet above ground or their ends may be capped or covered to reduce kit fox access. If a kit fox is discovered inside a pipe section, Contractor will immediately inform CCWD's representative and ensure that the pipe will not be moved until approved by CCWD or its representative.

Excavations: When applicable, construction excavations and holes more than four (4) inch in diameter and deeper than two (2) feet that could trap kit foxes will be either fenced, covered, or filled at the end of each working day or have escape ramps provided. They can be excavated or provided (using lumber at a minimum of ten (10) inches wide) at no greater than 2:1 slope. Before excavations are filled or covered, they will be thoroughly inspected for trapped animals. If a kit fox is found in an excavated area or hole, CCWD or its representative will be immediately notified. CCWD or its representative will make provisions for the escape of the trapped animal.

Erosion Control: When applicable, contractor will ensure that appropriate erosion control is implemented during construction, in compliance with environmental permits and standard industry guidelines that include California Department of Transportation Erosion Control Guidelines.

Traffic Restrictions: Traffic will be restricted to designated access roads and within the designated work areas. Vehicle speeds will be restricted to thirty (30) miles per hour on Watershed roads. When roads are wet, vehicles are restricted to paved or graveled roads only.

Dust: When applicable, dust abatement will be used in all construction areas, especially adjacent to the restricted areas identified by CCWD or its representatives. Dust abatement chemicals must be approved prior to use by the Construction Administrator.

Trash Disposal: Food related trash will be deposited in closed containers and removed from the project site daily to avoid attracting wildlife to construction areas. All welding rods, new or used, will be picked up by contractor and removed from the designated work area.

Pets and Firearms: Pets and firearms will not be permitted in the construction area or anywhere within the Los Vaqueros Watershed.

Oil Spill Prevention: Contractor and its sub contractors will practice basic hazardous materials spill prevention and cleanup procedures and observe storage and disposal requirements.

Report Wildlife Injuries: All wildlife injuries or mortalities, whether related or unrelated to construction activities, will be reported to CCWD or its representatives. This does not apply to rattlesnakes, rabbits, or squirrels.

6. Habitat Protection

General requirements: Contractor will provide CCWD with notice prior to any construction activity near a creek bed or pond. CCWD or its representatives will survey the area for special status reptiles and amphibians, capture and relocate special status amphibians and reptiles, and install exclusionary devices as needed for these species. Company and its contractor will not remove or disturb exclusionary devices. The Contractor will not undertake any construction activities near a creek, pond, or other wetland area, or in a drainage swale until the preconstruction biological resource clearance surveys have been completed in the area and the Contractor has been notified as such by the Construction Administrator.

Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. The disturbed portions within the high water mark of any drainage swale or pond shall be restored to as near their original condition as possible.

Restoration shall include the revegetation of stripped or exposed areas (other than the disk lines and trails themselves).

The erosion control plan prepared by the Contractor will be submitted to CCWD for approval. The measures identified will become requirements of this agreement. The contractor shall direct and control runoff at all times so that sediments are not discharged into streams.

Temporary fills shall be constructed of non-erodible materials and shall be removed immediately upon work completion.

If dirt from excavation or other cutting activity is left on site it shall be covered with plastic to prevent any erosion.

Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

Wash water containing mud or silt from aggregate washing or other operations shall not be allowed to enter a pond or flowing streams.

No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete, or washings thereof, oil or petroleum products or other organic or earthen material from any logging, construction, or associated

activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within one hundred fifty (150) feet of the high water mark of any stream or lake.

Any equipment or vehicles driven and/or operated within a drainage swale or near a stream channel shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic life.

The clean-up of all spills of toxic substances shall begin immediately. CCWD shall be notified immediately by the operator of any spills and shall be consulted regarding clean-up procedures.

All contractors and subcontractors shall be informed of these provisions and will be responsible for complying with all terms and conditions.

Mitigation for adverse effects on stock ponds, stream habitat, and riparian vegetation will be implemented as described in the Wetlands Mitigation Plan for the Los Vaqueros Project (Jones and Stokes 1993a, JSA 90-211), Valley Oak and Riparian Woodland Habitat Mitigation Plan for the Los Vaqueros Project (Jones and Stokes, August 1993), and Special-Status Amphibian and Reptile Conceptual Mitigation Plan for the Los Vaqueros Project (Contra Costa Water District 1993, JSA 93-007). Work will be done in compliance with permit conditions specified in the California Endangered Species Act Management Authorization for Construction, Maintenance and Operation of the Los Vaqueros Project, Contra Costa Water District (Ref. No. 9339) to protect the San Joaquin kit fox.

Creeks: Contractor shall not undertake any construction activities in or otherwise disturb creeks. Water to be used for construction purposes may not be extracted from creeks.

Drainage Swales: Contractor will identify to the Construction Administrator the time frame for construction near creek beds. Contractor shall restore disturbed drainage swales or ponds to their pre-project condition.

No equipment will be operated in drainage swales while water is flowing without approval of CCWD. Construction activities make take place within drainage swales only as follows:

- a. Where there is no flow in the individual stream being affected by construction for the duration of the construction activity, or
- b. At those locations where temporary facilities were installed when there was no flow within the swale for the purpose of bypassing flow and isolating the construction area from the streambed and silt can be contained within the basin.

When work in a drainage swale while water is flowing is unavoidable, the entire flow shall be diverted around the work area by a barrier, temporary culvert and/or a new channel capable of permitting upstream and downstream fish movement. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be

diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock riprap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and the removal shall normally proceed from downstream in an upstream direction.

When any dam (any artificial obstruction) is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain fish life below the dam.

Contractor shall recontour all disturbed areas to pre project conditions.

Wetlands: Construction activities, including the placement of appurtenant facilities, will not be allowed in or near watercourses, wetlands and stock ponds. Water to be used for construction purposes may not be extracted from wetlands, or stock ponds. Contractor will coordinate with CCWD or its representatives to identify locations for draining or dewatering ponds. Contractor will supply equipment and staffing required for draining or dewatering. CCWD or its representatives will be provided with at least three working days notice before beginning draining or dewatering activities. CCWD or its representative will capture and relocate special status reptiles and amphibians as water is removed.

Valley Oaks: Losses of valley or blue oaks within the designated work area will be compensated for by CCWD. If oaks occur outside of this area and cannot be avoided by construction, written permission to remove a tree will be required from CCWD or its representative. Advance notification shall be given to CCWD and contain tree location, tree type, and diameter. Contractor will bear the full cost of mitigating for this loss in accordance with methods already approved by permitting agencies in the Valley Oak and Riparian Woodland Habitat Mitigation Plan for the Los Vaqueros Project (1993).

No vehicle, equipment, or materials will be parked or stored under oak trees. If vehicles or equipment frequently pass near a valley oak, Contractor will place a construction barrier around the tree.

All trees removed by Contractor shall be hauled off site and disposed of by Contractor or chipped on-site and left spread out within the designated work area.

Special-Status Raptors: Nonessential construction activities within approximately 0.5 miles of any active golden eagle or prairie falcon nest may be prohibited during breeding season (approximately March 1 - June 30). No construction personnel or equipment will be allowed in these raptor buffer zones. If possible, Contractor and CCWD or its representatives will mutually develop a mitigation plan in an effort to allow construction to continue.

7. Compensation for Environmental Damage

Sensitive environmental resources that are inadvertently injured or damaged by contractor's operations will be replaced or restored at Contractor's expense. These resources will be replaced or

restored to as good a condition as when contractor entered upon the work and in accordance with CCWD's permit conditions and approved plans.

At completion of construction, District Representative will assess the designated work area for unforeseen construction related impacts and work with construction contractor to identify and collect compensation for inadvertent impacts.

8. Report New Impacts

Contractor will report all unforeseen impacts to CCWD or its representative. Contractor will coordinate with CCWD or its representative to develop and implement proper mitigation for unforeseen impacts which will be paid for by Contractor.

9. Cultural Resources

Contractor must immediately stop work and report all finds of potential cultural resources or human remains to CCWD or its representative. Construction activities within a two hundred (200) feet radius of the find will be halted and may be moved and continued elsewhere. Construction in this area could be delayed while mitigation is implemented.

Evidence of cultural materials include, but are not limited to, bones and bone pieces (whether human or animal in appearance), rock walls, old cellars, dump sites, privies and wells, hearths and ovens (i.e., fist-sized pieces of rock often with charcoal stains, slabs of grinding rock, and obsidian pieces or chips). The Contractor's personnel are specifically prohibited from entering any area fenced or posted as a historic site.

10. Restoration

Contractor may be financially responsible for repair of damaged roadways not designated to withstand heavy truck or tractor traffic.

CCWD shall have a qualified District Representative on site during construction to monitor construction actions and compliance with protective measures.

FIRE PREVENTION GENERAL

This section covers fire protection at the site of the Work. A significant portion of the project area is composed of annual grasslands which present a high fire risk, particularly during the May through October fire season when temperatures can be high, humidity low, and strong winds prevail during afternoons and evenings.

1. Fire Prevention Requirements

All project fire protection, suppression, and safety requirements shall be governed by applicable provisions of the Uniform Fire Code, latest edition, and local ordinances as outlined in CCWD's Fire Management Plan Chapter 6 of the Los Vaqueros Watershed Resource Management Plan. General requirements include, but are not limited to, the following:

- a. The building of all camp, warming, lunch, or other open fires within the project area is prohibited.
- b. During the fire season, all pickup trucks shall carry a five-gallon back pump and round point shovel (short handle).
- c. Spark arrestors shall be installed and properly maintained on the exhaust system of all internal combustion engines, including portable equipment, unless equipped with a muffler as defined by the Vehicle Code.
- d. During fire season, no person shall operate any motor, engine, welding equipment, cutting torch, grinding device, or other tools or equipment that can generate spark, fire, or flame unless:
 - i. all flammable material has been cleared away to bare mineral soil or rock for a minimum distance of ten (10) feet in all directions and
 - ii. at least one (1) round point shovel and five (5) gallon back pump or other water type fire extinguisher is readily available in the immediate vicinity of the work, ready for immediate use and
 - iii. approval has been granted by the Construction Administrator or his/her designee and any additional fire safety precautions he/she has required have been implemented, and
 - iv. fire hazard as determined by the Construction Administrator his/her designee is low or moderate.
- e. Smoking will not be allowed except in vehicles with doors closed and windows rolled up that are in areas cleared of flammable vegetation, as defined in Section 2.01.4a, above, or within sites designated by the Construction Administrator or unless otherwise approved by the Construction Administrator.

f. All vehicles must stay to established temporary or permanent roads that have been graded or mowed free of flammable vegetation. Cross-country driving will not be permitted. Vehicles must be parked only in areas cleared of flammable vegetation, as defined in Section 2.01.4a, above, and, if safe and practical, leave keys in the vehicle to permit rapid movement and access to radio or mobile phone.

g. An operable mobile phone or radio must be readily available at work sites where fire danger exists and phone numbers shall be provided to CCWD prior to start of work and updated as needed.

h. Provide an area cleared of vegetation for a distance of fifty (50) feet in all directions surrounding equipment and vehicle service areas, and storage areas for oil, gas, and other flammable materials.

Should CCWD determine that fire danger conditions warrant, CCWD may ask the Contractor to provide one (1) or more two hundred fifty (250) gallon pickup truck slip-on tanks and crews to operate as an added precaution. The added cost shall be mutually agreed to between the District and Contractor.

Copies of CCWD's Fire Management Plan are available for bidder's review at the Contra Costa Water District, Los Vaqueros Watershed Office, 100 Walnut Boulevard, Brentwood, California 94513. Bidder shall bear all risk for failure to review the District's Fire Management Plan and for failure to incorporate costs of compliance with all requirements of the Plan in its bid. Such failures on the part of the bidder will not be considered by the CCWD as a basis for a claim or a request for an extension of time.

i. If fire danger is determined to be "very high" or "extreme" as notified by the Construction Administrator, all operations must cease as approved by the Construction Administrator.

2. Fire Suppression

Should a fire develop that cannot be immediately contained with the personnel and equipment on hand, contractor shall immediately notify fire response agents by calling 911. If a mobile or public phone is not available, Contractor shall contact its field office or base station by radio and request that the emergency call be made. Information to be supplied should include the location of the fire, direction of travel, fuel that is burning, and potential danger to structures in the area. Immediately following notification of 911, contractor shall notify CCWD.

Until fire response agencies arrive, contractor shall use whatever manpower and equipment can safely be used to contain the spread of the fire within the project area. Upon arrival of the fire response agencies, contractor shall assist with suppression as directed with available manpower and equipment.

3. Training

At the beginning of the project, each contractor shall arrange for a fire safety review meeting for all its personnel. CCWD will present fire safety information at the meeting. This meeting may be incorporated into a regular safety meeting or may be held as a separate meeting convened especially for this purpose. This meeting will review fire prevention requirements, proper use of fire-fighting equipment, reporting and fire suppression safety.

4. Responsibility

Fire safety and fire prevention shall be the sole responsibility of Contractor at all times throughout the year. Should a fire start due to Contractor's activities, or its failure to adhere to applicable codes, ordinances, regulations, and CCWD's Fire Management Plan, all fire response agency suppression costs, damage costs to public and private property and structure, fines and penalties that result shall be the responsibility of Contractor.

The District reserves the right to suspend work in any and all areas of the project if contractor fails to comply with the provisions of CCWD's Interim Fire Management Plan, is working in an unsafe fashion, or proper clearances are not being provided.

ATTACHMENT 6

COST EVALUATION FORM

One copy of the following information is to be submitted via a separate email to bjackson@ccwater.com and rbroad@ccwater.com by the submittal deadline of April 6, 2022 at 3:00pm.

NOTE: This information does not constitute a bid but ensures that a detailed review of the merits of the proposal is complete before costs information is reviewed.

NOTE: Tasks listed below, and the assumed quantities, are for evaluation purposes only and do not represent the actual scope or volume of work. Positions outlined in the Cost Summary Table below are the positions typically required to complete requested survey work on most District projects. However, all positions included in the table below are not necessarily required for each project. The unit price listed below for each position should include all travel and/or mobilization costs. List any position that has a minimum hour requirement and what the minimum number of hours is, per task.

BID ITEM	DESCRIPTION	MINIMUM NUMBER OF HOURS PER TASK	UNIT	UNIT PRICE	EXTENDED PRICE
1	Project Manager		per hour		
2	Principal Surveyor		per hour		
3	Senior Surveyor		per hour		
4	Survey Party Chief/Survey Coordinator		per hour		
5	One (1) Person Survey Crew		per hour		
6	Two (2) Person Survey Crew		per hour		
7	Three (3) Person Survey Crew		per hour		
8	CAD Operator/Draftsman		per hour		

Total Bid (Items 1 through 8)

\$ _____

ATTACHMENT 7

CONFLICT OF INTEREST STATEMENT

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 City 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.