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March 29, 2022

**Subject: Request for Statement of Qualifications
Phase 2 Los Vaqueros Reservoir Expansion Project
Capital Project Management Services
SOQs Due 4:00 p.m., April 26, 2022**

Greetings:

The Contra Costa Water District (District) is seeking Statements of Qualifications (SOQs) from firms interested in providing professional Capital Project Management Services (CPMS) for the Phase 2 Los Vaqueros Reservoir Expansion Project (LVE Project). The following attachments are to assist you in the preparation of your SOQ:

- | | |
|--------------|--|
| Attachment 1 | Background, Project Description, 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 |

This Request for SOQs is being sent to firms who have expressed interest providing CPMS for the LVE Project; it is also advertised on the District's website and available for any interested firm to provide an SOQ.

The District, along with representatives from members of the Los Vaqueros Reservoir Joint Powers Authority (LVR JPA), will evaluate all SOQs and determine which firms will be invited to submit proposals.

Interested firms shall submit six (6) copies of the requested information no later than **4:00 p.m. on April 26, 2022**, to the following address:

Contra Costa Water District
1331 Concord Avenue
Concord, CA 94520
Attention: Brian Jackson, Purchasing Officer

The District is an Equal Employment Opportunity employer.

Diversity and Inclusion: The District adopted its Diversity and Inclusion Master Plan in 2021 to identify short and long-term improvements to the District’s organizational culture whereby prospective employees, current employees, suppliers of professional goods and services, water customers, education partners and additional community stakeholders are assured of the District’s commitment to the values of diversity and inclusion in all aspects of how work is performed. The District encourages consultants and contractors to offer inclusive work environments to their employees and to tap into the enhanced value produced by teams with diverse experiences, perspectives, ideas, communication styles, and problem-solving approaches.

This solicitation does not commit the District to pay any cost 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. The successful proposer will be required to fully comply with Section 1090 et. Seq. of Government Code of the State of California.

Consultants are asked to direct all communications related to this RFQ to the District as the sole point-of-contact, and not to contact other agencies about this Project.

Should you have any questions concerning this letter or the proposal, please contact me at (925) 688-8311, chentz@ccwater.com.

Sincerely,

A handwritten signature in blue ink that reads "Chris Hentz". The signature is fluid and cursive, with the first name "Chris" being more prominent than the last name "Hentz".

Chris Hentz, P.E.
Los Vaqueros Expansion Engineering Manager

CH:bs

cc: Brian Jackson
Rachel Murphy

File: 419003

ATTACHMENT 1

BACKGROUND, PROJECT DESCRIPTION, AND CONSULTANT SELECTION SCHEDULE

PHASE 2 LOS VAQUEROS RESERVOIR EXPANSION CAPITAL PROJECT MANAGEMENT SERVICES

The Contra Costa Water District (District) is seeking Statements of Qualifications (SOQs) from highly qualified firms to provide project management services related to the planning, design, construction and start-up of capital facilities for the Phase 2 Los Vaqueros Reservoir Expansion Project (LVE Project), herein defined as Capital Project Management Services (CPMS). The scope of CPMS services is consistent with program management services typically provided on large-scale capital programs, tailored to meet the District's specific requirements for the LVE Project. CCWD anticipates awarding an initial 2-year (+/-) agreement with the option for subsequent amendments at CCWD's sole discretion for additional services that could extend through the duration of the LVE Project.

The successful consultant, following the conclusion of the consultant selection process, shall provide qualified personnel to assist CCWD with a wide variety of activities in support of CCWD's role and responsibilities for implementation of the LVE Project as defined in various LVE Project agreements. The consultant will be integrated with the District's LVE Capital Project Team (CPT), which includes CCWD staff and consultants responsible for planning, design, construction and operation and maintenance of the LVE Project facilities.

Consultants must have proven program management experience as an owner's representative, working as an integrated team with the project owner, supporting planning, design and construction of large capital improvement programs. Experiences should include: application of project management approaches and tools catered to meet the specific needs of the owner and project; scheduling; risk assessment; technical reviews and cost estimating; cost controls and change management; project reporting; project design coordination and consistency; construction-phase project management; and construction management oversight and support. This RFQ provides a generalized scope of work that encompasses the full range of support that may be requested. The District will refine the scope of work as part of the Request for Proposals, and may adjust the focus of near-term efforts and modify the scope through development of the project management plan with the selected consultant.

BACKGROUND

Phase 2 Los Vaqueros Reservoir Expansion (LVE) Project

The LVE Project is a ~\$1 Billion dollar regional multi-agency water supply program that will expand the District's existing Los Vaqueros Reservoir from 160 thousand acre feet (TAF) to 275 TAF storage capacity, upgrade existing conveyance facilities, construct new conveyance facilities, and re-operate facilities to provide public benefits, including ecosystem, emergency response and recreation benefits, and will provide water supply, reliability and water quality benefits to member agencies of the JPA. On July 24, 2018, the California Water Commission (CWC) awarded early funding to the District from the Proposition 1 Water Storage Investment Program, to progress pre-construction activities, with conditional approval

of up to \$477 million. The District entered into a Multi-Party Agreement (MPA) and subsequent amendments with JPA member agencies covering the local share of project costs and a pre-construction funding agreement with the United States Bureau of Reclamation. Construction funding will be provided by a combination of local, State and Federal funding. The District anticipates entering into a Design and Construction Agreement with the JPA that outlines roles and responsibilities for implementation of the LVE Project, as well as authority levels and approvals needed from CCWD and the JPA to progress the project.

Consulting services agreements shall ensure all consultant work on the LVE Project is in full compliance with the funding agreements, and future amendments to the consulting services agreement shall include any changes needed to ensure full compliance with future funding agreements.

Los Vaqueros Reservoir Joint Powers Authority (JPA)

The JPA was formed in October 2021 for the purpose of representing the LAPs and to provide long-term financing and funding to the LVE Project. The District entered into agreements with the JPA member agencies (Multi-Party Agreement and subsequent amendments) to provide funding and assign responsibilities to the District for project development, and continues to work under those agreements. A Technical Services Agreement (or similar) is anticipated in early 2023 between the District and the JPA for the District to continue to progress the project in recognition of the JPA's role representing the member agencies and the JPA taking responsibility for collecting funding and paying for LVE Project activities. These agreements are generally intended to provide services needed to meet California Water Commission (CWC) requirements to approve full project funding award. It is anticipated that the District will enter into a Design and Construction Agreement with the JPA prior to or in concert with CWC full funding that will outline roles and responsibilities between the District and the JPA and member agencies. The District is planned to have primary responsibility for all activities associated with planning, permitting, design, construction, startup and testing, and long-term O&M, renewal and replacement of the LVE Project Facilities, outlined below. The District also entered into a pre-construction funding agreement with the United States Bureau of Reclamation (Reclamation) to progress the planned work. Future funding agreements between Reclamation and either CCWD or the JPA are anticipated to provide additional design and construction funding.

The JPA anticipates hiring a program management consultant, likely following the selection of an Executive Director for the JPA. The scope of the JPA's program management consultant services still needs to be defined. As outlined in Attachment 5 – Conflict of Interest Statement, CPMS services would not be able to be provided by the same consultant who provides program manager services to the JPA.

District LVE Project Team

The LVE Project is supported by a cross-section of staff from multiple District Departments working collaboratively to meet the LVE Project objectives and ensure the District's principles for participation are met. Similar to other District capital projects, responsibilities are aligned with primary Departmental roles and associated expertise. Roles and responsibilities may be adjusted as the project progresses, JPA formation continues, and inter-agency agreements are completed. The following is a brief summary of key roles and responsibilities by Department:

- Strategic Initiatives. The AGM of Policy and External Affairs is the assigned LVE Program Manager and is the Interim Administrator to the JPA. The Strategic Initiatives Department has broad responsibility for managing the progress of the LVE Project, including environmental

documentation, environmental permitting and funding, and JPA partner coordination and developing various project agreements, among other responsibilities, and has engaged consulting services to provide specific support to various elements.

- Planning, Water Resources and Watershed and Lands. The Planning and Water Resources Department includes staff responsible for water supply and operations modeling, water rights permitting, land acquisition, grant administration and funding agreement management.
- Engineering and Operations & Maintenance (O&M). The AGM of Engineering and O&M has primary responsibility for design, construction and long-term operation and maintenance of the LVE Project facilities, and leads the District's Capital Project Team. The LVE Engineering Manager is responsible for managing the planning and design of all LVE Project Facilities and associated services, including CPMT consultant support during design-phase activities. All construction contracts and associated services are managed by the Engineering-Construction group, which may include CPMT consultant support during construction-phase activities.
- Human Resources, Risk, Information Technology, Finance and Public Affairs. These Departments provide administrative support to the LVE Project, including primary responsibility for financial management, invoicing, insurance requirements and other support activities. The District's Public Affairs Department is responsible for public outreach and supports communication with the JPA, member agencies and others, including maintaining a LVE Project website.

Capital Project Team

The District's Capital Project Team (CPT) consists of CCWD staff from the Engineering and Operations and Maintenance (O&M) Departments responsible for the successful design, construction and operation and maintenance of the LVE Project. The CPT includes the LVE Engineering Manager, Principal Engineer in Construction, Director of O&M, project managers and project engineers, administrative analysts, senior clerks and others assigned to the LVE Project. The CPT is led by the Assistant General Manager – Engineering and Operations & Maintenance. The CPT includes all consultants and contractors that are managed by the CPT, including the CPMS consultant.

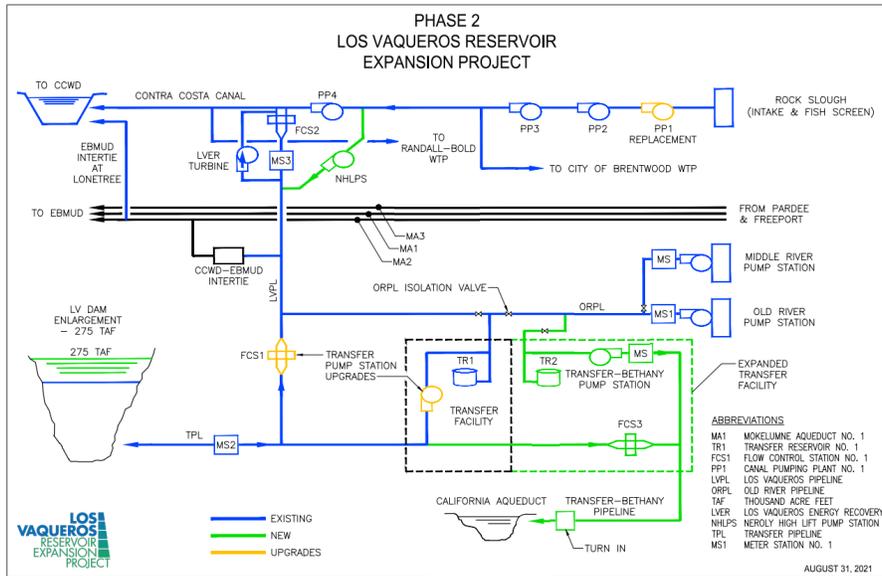
LVE Project Facilities

For the purposes of this RFQ, LVE Project Facilities are defined as CCWD-Provided Facilities and facilities that the District is listed as the Builder and Operator in the LV Reservoir Joint Exercise of Powers Agreement. The District's untreated water supply system is shown in the schematic below along with LVE Project Facilities, which include:

- Los Vaqueros Dam Expansion
- Transfer-Bethany Pipeline
- Pumping Plant No. 1 Replacement
- Neroly High Lift Pump Station
- Expanded Transfer Facility
- Transfer Pump Station Upgrades
- Los Vaqueros Recreation Facilities

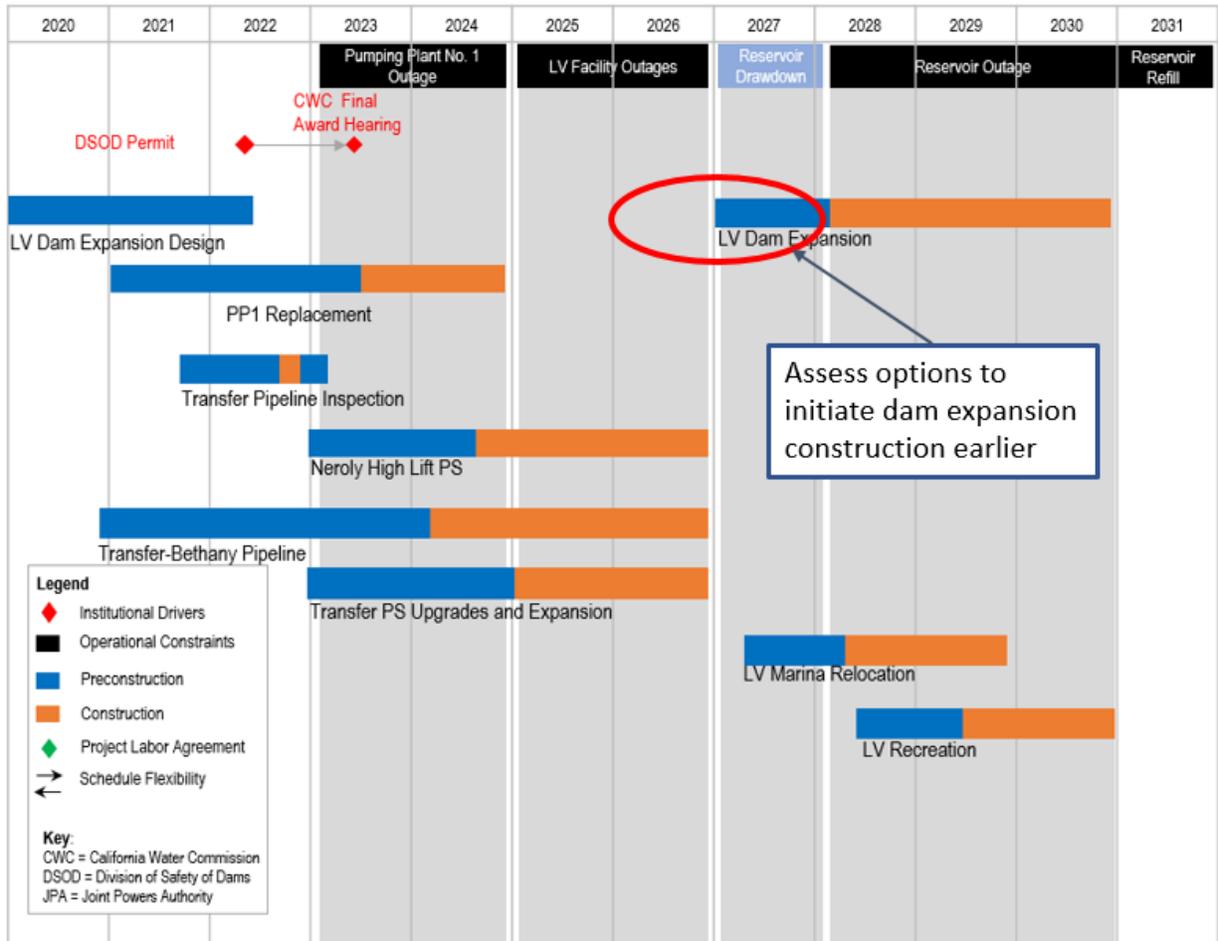
The District will also evaluate existing facilities that will be relied upon for LVE operations, and may include upgrades to those facilities in the LVE Project that are required to meet the LVE Project objectives.

New facilities or upgrades to existing facilities owned and operated by other JPA partner agencies may also be included in the overall LVE Project; however, the scope of CPMS does not include management of projects implemented by others. Consideration of timing and constraints associated with those facilities may influence project planning and may be included in the LVE Project schedule management and risk assessments, as appropriate.



LVE Project Schedule

An overview schedule of the LVE Project is provided below. This schedule reflects anticipated timeframes for major work based upon assumptions about the timing of key decisions and milestones, including approval of permits and approval by the CWC of a final funding agreement, and reflects initial planning for coordinated shutdowns while maintaining critical facilities relied upon to meet the District’s water quality and water supply objectives.



Summary of Desired Services

The selected consultant will act as a CCWD representative integrated within the District’s CPT to provide project management and technical support beginning in Fall 2022 and may extend through planning, design, construction, start-up, testing and commissioning of the LVE Project facilities. Initial services are focused on pre-construction activities and could include the following: development of a project management plan, risk management, technical reviews, development and use of project management tools, schedule, budget and cost controls, project reporting, project design coordination and consistency, O&M coordination, cost estimate reviews, program quality, administrative support, and staff augmentation.

The successful consultant may be called upon to provide other related as-needed project management, technical review and construction-phase related tasks during the term of the Agreement. Such services

may include specialized roles at the discretion of CCWD, including staff augmentation in roles of facility project managers, project engineers, safety and environmental, administrative, and O&M coordination that may be needed to meet the increasing demands of the LVE Project and implementation schedule, or to temporarily fill staffing vacancies.

The following is a summary of potential services that could be requested of the successful consultant. Experience in these areas, and ability to provide these services should be described in the Statement of Qualifications.

Project Management Planning. Development of a Project Management Plan (PMP) considering the District's existing project processes and approach to "right sizing" the management processes to fit within the District's staffing plans and practices. Topics addressed in the PMP may include: roles and responsibilities, project organization structure, project controls, risk management, quality management, cost and schedule control, standards development and application, and communication internally and with the JPA and JPA member agencies.

LVE Project Master Schedule. Prepare and maintain a detailed critical path master schedule identifying tasks required for implementation LVE Project. Monitor, track, assess and report on progress, identify schedule risks and recommend and allocate appropriate schedule contingency.

Risk Management. Lead efforts to assess and manage project implementation risks at the LVE Project-wide level and at the facility-level. Develop a risk management plan and define the process for identifying risks and opportunities, estimates of impacts and likelihood and approach to mitigation, and track status of mitigation and overall remaining risk profile. A risk register will be prepared for each LVE Project facility by the facility design consultant. Establish a risk review team and schedule and coordinate project-level risk reviews and engage in and support risk register updates at appropriate milestones for each project facility and assess the effectiveness of the risk registers. Report on the status of risk management efforts.

LVE Project Budget and Funding. The District's budgeting process will feed into requests for project funding through agreements with the JPA, JPA member agencies, USBR, and others. Provide support to the District's development of an annual and semi-annual LVE Project budget reflecting projected costs. Track project funding and scope of work, mapped to District budgets, and develop process for managing cost and budget adjustments to support cost change reporting and management. Tools should clearly support expenditure decisions, including confirming available funding, and identifying authority levels and approvals for change.

Project Planning, Progress and Reporting. Work with the CPT to identify and track work efforts needed to meet project milestones and any associated resource needs and timing. Develop and maintain tools to assess and manage progress on all activities. Support development of regular reports that demonstrate project status and progress, including cost and schedule updates. Develop and maintain key performance metrics, establish regular reporting formats, and aid in the routine preparation of project reports for internal and external review. Support preparation of presentation materials to the various internal and external stakeholder groups, including the District Facility Review Team, JPA Design Review Team, and District's and JPA Board and committee meetings.

Technical Reviews. Review technical submittals from design consultants, as requested, including technical memoranda, designs at various milestones, specifications, cost estimates and calculations. Identify and engage subject matter experts to perform technical reviews of specialty work, and if needed, to form technical review boards. Potential areas of expertise may include, but is not limited to, the following disciplines: pipeline design, trenchless pipeline design and construction, pump station design, electrical design, power supply. Support value engineering and perform constructability reviews.

LVE Project Cost Estimates and Change Management. Develop and maintain a total LVE Project cost estimate based on latest project facility estimates; update as project plans and cost estimates progress; incorporate new work efforts as they are defined; adjust contingencies as appropriate; establish and maintain standard cost estimating approaches, including meeting AACE guidelines and consistent application of escalation, basis of estimates, etc.; recommend approaches to reserve estimating, management and budgeting; and, review facility cost estimates.

O&M Coordination. Support efforts of each LVE Project facility design team to solicit and apply input from the O&M Department and apply common approaches and design elements to various facilities. Increase the efficiency of the User Group process across the LVE Project by providing a common resource for O&M staff and facility design teams. This work effort could include the following tasks: attend project facility User Group meetings; track O&M comments and input; review design submittals for consistency with past O&M feedback and standards; track responses to O&M comments and resolution; and engage directly with O&M staff to develop solutions and resolve comments. Support development of standards where appropriate to inform design efforts.

Contract Management. Help administer the professional services contracts managed by the CPT and other Departments, including tracking scope and cost against progress, and track invoicing, budget and contract authority. Review and recommend approval of invoices. Routing and payment of invoices will follow existing District procedures.

Construction Phase Support. CM services are anticipated to be competitively selected for each of the major LVE Project facilities. CPMS consultant may be requested to provide support during construction, including the following services:

- Review and propose modifications to the District's Construction Practices Manual
- Prepare regular construction status reports
- Establish and confirm use of standard procedures by CM Services contracts
- Maintain Construction-phase risk assessments and change management
- Select, stand-up and maintain a CM Software System (CMSS)
- Provide Construction administration and inspection support and staff augmentation
- Complete technical reviews, estimate costs, analyze schedule impacts, and support CCWD change order negotiations and documentation
- Provide construction closeout reporting and final project documentation
- Review and confirm O&M manual standards and prepare new or update existing O&M manuals at project completion
- Provide environmental health and safety staff for submittal reviews and field inspections
- Provide as-needed CM services to augment staff and other consultants' support services

TENTATIVE CONSULTANT SELECTION SCHEDULE

Transmit RFQs to Consultants	March 29, 2022
Receive SOQs from Consultants	April 26, 2022
Shortlist Proposers	May 5, 2022
Issue Request for Proposals	May 12, 2022
Pre-Proposal Meeting	May 19, 2022
Proposals Due	June 14, 2022
Interview Proposers	Week of June 20, 2022
Select/Notify Consultants of Final Selection	Week of June 27, 2022
Complete Consultant Agreement Negotiations	July 18, 2022
Board Award of Consultant Agreement	August 3, 2022

ATTACHMENT 2

STATEMENT OF QUALIFICATIONS FORMAT AND EVALUATION CRITERIA

PHASE 2 - LOS VAQUEROS RESERVOIR EXPANSION PROJECT CAPITAL PROJECT MANAGEMENT SERVICES

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.** Resumes and information regarding exceptions to the District's standard agreement for professional services is not included in the page count.

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

Diversity and Inclusion. The District adopted its Diversity and Inclusion Master Plan in 2021 to identify short and long term improvements to the District's organizational culture whereby prospective employees, current employees, suppliers of professional goods and services, water customers, education partners and additional community stakeholders are assured of the District's commitment to the values of diversity and inclusion in all aspects of how work is performed. The District encourages consultants and contractors to offer inclusive work environments to their employees and to tap into the enhanced value produced by teams with diverse experiences, perspectives, ideas, communication styles, and problem-solving approaches.

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 lead staff responsible for schedule, risk management, and describe their discipline/expertise, qualifications, availability, and/or experience related to the proposed function they would perform. Provide examples of where the consultant has tailored program management services to meet unique project needs and the client's culture and approach. Resumes shall be included as an appendix.

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

- List at least three and up to five projects of a similar nature with participation by key 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. Provide contact information of references for each project.

Appendices

- Resumes of key personnel
- Acceptance of the District's Standard Agreement for Professional Services and the additional California Department of Water Resources Standard Terms and Conditions outlined in Exhibit C to the agreement. 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 a SOQ without listed exceptions constitutes acceptance of the agreement provisions. Proposers are expected to accept the District's Standard Agreement for Professional Services, the District reserves the right to reject any exceptions.
- Outline of a suggested organization of CPMS services scope, if different than provided in this RFQ. (Optional)

ATTACHMENT 3

DISTRICT REQUIREMENTS, CADD AND SAFETY

PHASE 2 LOS VAQUEROS RESERVOIR EXPANSION CAPITAL PROJECT MANAGEMENT SERVICES

CADD REQUIREMENTS

All projects at the Contra Costa Water District shall be designed and drafted to meet the District's latest CADD Standards and Procedures, using AutoCAD 2015. 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 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, 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

**PHASE 2 LOS VAQUEROS RESERVOIR EXPANSION
CAPITAL PROJECT MANAGEMENT SERVICES**

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 provide project management and professional engineering services to the Phase 2 Los Vaqueros Reservoir Expansion 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.
- 1.4 Compliance with California Water Commission Early Finding Agreement Terms and Conditions - Consultant acknowledges and agrees that adherence to the requirements and obligations found in the Early Funding Agreement executed by the District and the California Water Commission (CWC) on December 20, 2018, which is attached hereto as Exhibit C and incorporated herein as if fully set forth, is necessary to maintain eligibility for reimbursement by the State of California for the work performed hereunder. To the extent applicable to Consultant and the work contemplated hereunder, Consultant and its subconsultants, shall be in compliance with all such requirements and obligations, including, but not limited to, Sections D.4, D.5, D.8, D.11, D.12, D.15, D.20, D.21, D.22, D.24, D.31, D.33, and D.40 of Exhibit D, Exhibit F, and Exhibit G of Exhibit C to this Agreement. Consultant further acknowledges and agrees that Consultant and its subconsultants shall cooperate with District in meeting District's obligations pursuant to the CWC Early Funding

Agreement as may be reasonably requested from time to time consistent with the Scope of Work (Exhibit A) and the terms of this Agreement.

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.

Agreement Between
Contra Costa Water District
and (CONSULTANT NAME)

- (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.

Agreement Between
Contra Costa Water District
and (CONSULTANT NAME)

- 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.
- 2.6 Invoices and associated monthly progress reports shall be in a format acceptable to the District and consistent with the requirements described in Exhibit F (Report Formats and Requirements) to Exhibit C of this Agreement, in order to maintain eligibility for reimbursement by the CWC. Consultant acknowledges and agrees that Consultant's invoices are subject to audit by the CWC as described in Exhibit G (State Audit Document Requirements) to Exhibit C of this Agreement.

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.

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 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,

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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 \$2,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$2,000,000 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 \$2,000,000 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 \$2,000,000 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.

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- 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

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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 <http://ccwater.com/files/safepacticeshandbook.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

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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

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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.

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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.

Notwithstanding the foregoing paragraph or anything to the contrary in this Agreement, District, in its sole discretion, may assign this Agreement and all rights, responsibilities, obligations, and interests in this Agreement to a Joint Exercise of Powers Authority created for the purposes of design, construction, operation, and administration of the Los Vaqueros Expansion Project (a project to expand existing conveyance facilities, and construct new conveyance facilities, at the Los Vaqueros Reservoir owned and operated by CCWD) of which this Project is a component. Any assignment pursuant to this paragraph shall provide for the assumption by the assignee of all rights, responsibilities, obligations, and interests owed by District to Consultant.

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.

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- 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 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

PHASE 2 - LOS VAQUEROS RESERVOIR EXPANSION CAPITAL PROJECT MANAGEMENT SERVICES

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 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. Exhibit E5 – Conflict Matrix provides additional guidance relative to anticipated contracts and contractual relationships on the LVE Project and identified conflicts between some consulting services anticipated on the project.

- 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.
- Capital Project 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 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.

Exhibit 5-1. Conflict Matrix (Anticipated)				
Service Contract	LV JPA Representative (Note 1)	CCWD CPMS (Note 2)	CCWD Design Services (Note 3)	CCWD CM Services (Note 3)
CCWD CPMS	Conflict Anticipated			
CCWD Design Services	Conflict Anticipated	Conflict Anticipated		
CCWD CM Services	Conflict Anticipated	No Identified Conflict	Design Consultants May Not Provide CM for Facilities They Design	
CCWD Technical Consultant (Note 4)	Conflict Anticipated	No Identified Conflict	No Identified Conflict	No Identified Conflict

General Note. This Matrix of Potential Conflicts (Matrix) provides general guidance to consultants relative to anticipated contracts and contractual relationships on the LVE Project. This matrix does not provide definitive guidance on the potential for conflicts, beyond identifying where potential areas of conflict between the required services are anticipated to exist. Consultants are referred to Attachment 5 - Conflict of Interest Statement which shall take precedence over this Matrix.

Note 1. JPA Representatives include consultants under contract with the JPA providing support as the Program Manager, Executive Director, or in any other LVE project advisory position. A prime or subconsultant working for the JPA may not work as the prime consultant providing CCWD services for any LVE Project element. Subconsultants working for the JPA may propose as a subconsultant for CCWD provided no other conflict exists and consultant demonstrates how it and the subconsultant will maintain separation between staff working on behalf of CCWD and staff working on behalf of the JPA. Note: The JPA is a separate entity and may, in its discretion, provide differently in its own contracting/procurement requirements. The Guidelines provide herein, however, shall apply to any contract with CCWD.

Note 2. CCWD CPMS prime or subconsultant may not propose as the prime consultant to provide CCWD Design Services. Whether a CCWD CPMS subconsultant may work as a CCWD Design Services subconsultant would be considered on a case-by-case basis, assuming no other conflict exists.

Note 3. CCWD Design Services prime or subconsultant on one project element may not propose as a CCWD CM prime or subconsultant on the same project element but may propose on a different project element, assuming no other conflict exists.

Note 4. CCWD Technical Consultants include consultants that developed the federal Feasibility Studies, Technical Review Board members, and others providing discipline-specific support (expert reviews, surge modeling, water treatment plant assessments, SCADA design and integration reviews, etc.) may propose to provide CCWD services (CPMS, Design & CM Services), assuming no other conflict exists.