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April 12, 2018

**Subject: Request for Statement of Qualifications – On-call Environmental Services**

Ladies/Gentlemen:

The Contra Costa Water District (District) is requesting Statements of Qualifications (SOQs) from firms interested in providing on-call environmental services in Fiscal Years 2019 and 2020. On-call Environmental Services will be managed by the Planning Department who requests that your firm submit an SOQ as outlined in the following attachments:

- Attachment 1 Project Description and Schedule
- Attachment 2 Statement of Qualifications Format and Evaluation Criteria
- Attachment 3 District Standard Agreement for Professional Services
- Attachment 4 List of Firms Receiving this Request for Proposal

Interested firms should submit eight (8) copies of the requested information no later than 4:00 p.m. on ~~Monday~~, May 4, 2018 to the following address:

Friday

Contra Costa Water District  
Attention: Mark Seedall, Principal Planner

Via Courier Delivery:

2411 Bisso Lane  
Concord, CA 94520

Via US Postal Service:

P.O. Box H2O  
Concord, CA 94524

The District is an equal employment opportunity organization and encourages contracts with minority and women-owned business enterprises.

This Request for Qualifications (RFQ) does not commit the District to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm who responds. This solicitation covers only the work described herein and does not commit the District to any work beyond that described.

Questions concerning this solicitation for On-call Environmental Services should be directed to Mark Seedall at (925) 688-8119 or [mseedall@ccwater.com](mailto:mseedall@ccwater.com).

Sincerely,

A handwritten signature in blue ink that reads "Jeff Quimby".

Jeff Quimby  
Director of Planning

JQ/MAS/kh

Attachments

## ATTACHMENT 1

### ON-CALL ENVIRONMENTAL SERVICES

#### PROJECT DESCRIPTION, BUDGET AND SCHEDULE

##### **PROJECT DESCRIPTION**

The selected consultant will assist the Planning Department with environmental documents California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Endangered Species Act (ESA) as well as permitting and local planning issues. Specific on-call assignments will include terrestrial and aquatic biological surveys to support operations and maintenance work on District properties and within U.S. Bureau of Reclamation (Reclamation) rights-of-way (Contra Costa Canal system), as well as environmental documentation and environmental compliance on larger District maintenance and capital project activities. The scope will include environmental compliance and potentially new permitting work for the Shortcut Pipeline improvement project, which is a multi-phase project that includes critical repairs and improvements to a large diameter raw water pipeline constructed in 1972. Aquatic biological services will include work on the Rock Slough Fish Screen. The environmental services may also include historic and cultural resources analyses required for Section 106 compliance.

**ESTIMATED BUDGET:** Up to \$148,000 in FY2019 and \$185,000 in FY2020 for a total of \$333,000.

##### **TENTATIVE SCHEDULE**

Transmit RFQs to Consultants	April 12, 2018
Receive SOQs from Consultants	May 4, 2018
Notify Consultants of Short-list and Transmit RFPs	May 11, 2018
Receive Proposals from Consultants	May 25, 2018
Conduct Interviews	June 1, 2018
Notify Consultants of Final Selection	June 8, 2018
Complete Contract Negotiations with Selected Firm	June 13, 2018
Board Award of Contract	June 20, 2018
Begin On Call Services Work	July 1, 2018
Project Completion	June 30, 2020

## **ATTACHMENT 2**

### **ON-CALL ENVIRONMENTAL SERVICES**

#### **STATEMENT OF QUALIFICATIONS FORMAT AND EVALUATION CRITERIA**

Interested firms should prepare their SOQ in accordance with the information requested below. A selection committee will review the SOQ and determine which consultants will be requested to submit a proposal based on the weighted evaluation criteria.

#### **Letter of Transmittal (2 pages or less, 5 percent of total score)**

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

#### **Section 1 – Qualifications of the Firm(s) (3 pages or less, 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 (3 pages or less, 35 percent of total score)**

- Identify key project staff, including the Project Manager, and describe their discipline/expertise, qualifications, and/or experience related to the proposed function they would perform.

#### **Section 3 – Performance on Similar Projects (3 pages or less, 30 percent of total score)**

- List up to five references for projects of similar nature with participation by members of the proposed team. Project information shall include the project name and location, consulting budget, start and end dates, roles of any proposed team members, and the name, address, and phone number of a knowledgeable owner/client representative. Evaluation will be based on quality of work, budget control, cooperativeness and responsiveness.

#### **Section 4 - Appendices (no page limit, 5 percent of total score)**

- Resumes of key personnel (5 percent of total score)
- Exceptions to the District's Standard Agreement for Professional Services (included as Attachment 3) (not scored)

### Attachment 3

#### CONTRA COSTA WATER DISTRICT Standard Services Agreement

THIS AGREEMENT for services is between Contra Costa Water District ("District") and \_\_\_\_\_ (the "Consultant"). Consultant's address is \_\_\_\_\_, telephone \_\_\_\_\_, and fax number \_\_\_\_\_. Consultant is a [ ] corporation, [ ] partnership, [ ] sole proprietor, having taxpayer's identification number \_\_\_\_\_.

1. The Agreement. District and Consultant agree that Consultant shall provide \_\_\_\_\_ and shall perform these services for District on the terms and conditions herein set forth in connection with District's project number \_\_\_\_\_ for \_\_\_\_\_. The specific scope of services, and any special performance conditions are defined in Attachment A - Scope of Work.

The following documents are attached hereto and are a part of this Agreement:

Attachment A - Scope of Work

Attachment B - Consultant's Rates and Charges

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Unless otherwise stated in Attachment A, Consultant is authorized to commence performance of this Agreement upon its execution by District. Consultant shall complete all services covered by this Agreement no later than \_\_\_\_\_, unless this date is extended by District in writing. At the District's discretion, the District may extend the term of the Agreement. Should the District elect to extend this Agreement through \_\_\_\_\_, there shall be no change to the terms and conditions of this Agreement (other than to the time of performance).

3. Payment. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment B. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the District, the total amount payable by District for Consultant's services pursuant to this Agreement shall not exceed \$ \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_, and \$ \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_ upon extension of the Agreement.

4. Consultant an Independent Contractor. Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of District. Consultant shall be wholly responsible for the methods of performance. District shall have no right to supervise or control Consultant's performance, but shall have the right to observe it. Consultant shall work closely with District in performing the services.

5. **Insurance.**

A. 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:

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

(2) 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

(3) 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

(4) 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.

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

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

(2) 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.

H. 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.

6. Payment of Prevailing Wages. If any personnel of Consultant or a subcontractor of Consultant performs work under the Agreement for which a general prevailing wage has been determined by the Director of the Department of Industrial Relations, Consultant or subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 et. seq.). Copies of such wage rates are on file at the District's principal office. For questions regarding this section, Consultant should visit [www.dir.ca.gov/oprl/pwd/index.htm](http://www.dir.ca.gov/oprl/pwd/index.htm) or call the Department of Industrial Relations at 1-415-703-4774.

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

7. Abandonment by Consultant. 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.

8. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to District all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of District. This includes, but is not limited to, all materials and records of a finished nature, such as final plans, specifications, and maps prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data prepared or obtained in the performance of this Agreement.

9. Right to Audit. Consultant shall permit District and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time within three years after final payment under the Agreement. Consultant shall also permit District and its authorized representatives to audit and verify statements, invoices, or bills

submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

10. Safety and Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin, and shall also comply with the CCWD Contractor/Consultant Safe Practices Handbook at all times when present 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 Sub-Consultants/Sub-Contractors. The Handbook is available at <http://www.ccwater.com/files/safepacticeshandbook.pdf>.

11. Breach, Error, and Omission. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, District shall have the right to pursue all remedies provided by law or equity. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy this standard of care. In addition, any costs incurred by the District (including but not limited to additional design and administrative costs, to the extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished under this agreement, and therefore the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

12. Endorsement on Plans. All work of an engineering nature shall bear the stamp and signature of an engineer registered in the State of California.

13. Indemnification. If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for District, Consultant agrees, at its own expense, to defend District and its Directors, officers, employees, and agents; provided, however, that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Consultant shall indemnify District and its Directors, officers, employees, and agents from any and against all claims, demands, costs, including reasonable attorney's fees, and liability for any damages, injuries, or deaths arising directly or indirectly from, or connected with, the services provided under this Agreement and due to, or claimed or alleged to be due to, negligence, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable). Consultant will reimburse District for any expenditures, including reasonable attorney's fees, District may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Consultant.

To the extent permitted by law, Consultant shall also indemnify the District and its Directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, 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, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

14. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of District.

15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant receives written approval from the District of the qualifications of the subcontractor or sub-consultant qualifications prior to execution of this Agreement. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than District and Consultant.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Termination. District may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Upon termination, District shall pay Consultant for all amounts due for services rendered up to the date of termination.

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

**CONTRA COSTA WATER DISTRICT**

By: \_\_\_\_\_  
Name: Jerry Brown  
Title: General Manager

Date: \_\_\_\_\_

**CONSULTANT:** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
District Legal Counsel



ATTACHMENT A

Consulting Services Agreement  
Between Contra Costa Water District (“District”) and  
\_\_\_\_\_ (“Consultant”)

SCOPE OF WORK

Any work or services in addition to the work or services described in this Attachment shall be performed by Consultant according to the rates or charges listed in Attachment B. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall not be entitled to compensation for extra work unless a written authorization or Amendment describing the work and payment terms has been executed by the District prior to the commencement of the extra work.

Consultant shall provide:

- (Briefly describe service or services)

District shall provide the following services and facilities:

- (Describe District obligations, if any)

**EXAMPLE**

Consultant shall provide financial and banking services, meeting facilitation, and planning study services that 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:

- 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”)

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.

**ATTACHMENT 4**  
**ON-CALL ENVIRONMENTAL SERVICES**  
**LIST OF FIRMS RECEIVING STATEMENT OF QUALIFICATIONS**

Tiffany Peal  
Cardno ENTRIX  
2300 Clayton Road, Suite 200  
Concord, CA 94520  
tiffany.peal@cardno.com

Steve Centerwall  
ICF Sacramento Office  
630 K Street, Suite 400  
Sacramento, CA 95814  
Steve.Centerwall@icfi.com

Malcolm Sproul, Principal  
LSA Associates, Inc.  
157 Park Place  
Pt. Richmond, CA 94801  
malcolm.sproul@LSA-assoc.com

Jeff Olberding  
Olberding Environmental, Inc.  
193 Blue Ravine Road, Suite 165  
Folsom, CA 95630  
jeff@olberdingenv.com

AECOM  
Ms. Linda Pappas  
300 Lakeside Drive  
Suite 400  
Oakland, CA 94612  
linda.pappas@aecom.com

Liston Witherill  
WRA  
2169-G East Francisco Boulevard  
San Rafael, CA 94901  
witherill@wra-ca.com

Kate Mirante  
ESA Marketing  
550 Kearny St Ste 800  
San Francisco, CA 94108  
kmirante@esassoc.com

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319 Diablo Road, Suite 220  
Danville, CA 94526  
dmontana@sequoiaeco.com

David L. Richardson, PE  
National Practice Leader  
Woodard & Curran  
2175 North California Blvd., Suite 315 |  
Walnut Creek, CA 94596  
drichardson@woodardcurran.com

John Moynier  
Stantec Consulting Services  
3875 Atherton Road  
Rocklin, CA 95765-3716  
John.Moynier@stantec.com

Peter Talbot  
Kennedy/Jenks Consultants  
1676 N. California Blvd, Suite 430  
Walnut Creek, CA 94596  
petertalbot@kennedyjenks.com

David Wickens  
DUDEK | Natural Resource Management |  
1630 San Pablo Avenue, Suite 300  
Oakland, CA 94612  
dwickens@dudek.com

Vijay Kumar  
Jacobs/CH2M Hill  
155 Grand Avenue, Suite 800  
Oakland, CA 94612  
vj.kumar@ch2m.com

Michael Morangia  
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Richmond CA 94804  
mmar@earthlink.net

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1331 Garden Highway, Suite 310  
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mwacker@harveyecology.com

Greely and Hansen  
Val S. Frenkel, PhD, P.E., D.WRE  
50 California Street, Suite 1500  
San Francisco, CA 94111  
vfrenkel@greeley-hansen.com

Analytical Environmental Services  
Trent Wilson  
1801 7<sup>th</sup> Street, Suite 100  
Sacramento, CA 95811  
twilson@anayticalcorp.com

Horizon Water and Environment  
Kenneth Schwarz, Ph.D., Principal  
180 Grand Ave, Suite 1405  
Oakland, CA 94612  
ken@horizonh2o.com

Mosaic Associates  
Attention: Judy Bendix  
647 Tennent Avenue, Suite 102  
Pinole, CA 94564  
jrbendix@mosaicassociates.net

Mr. Noah Hume  
Stillwater Sciences  
2855 Telegraph Avenue, Suite 400  
Berkeley, CA 94705  
noah@stillwatersci.com

Johnson Marigot Consulting, LLC  
Cameron Johnson  
88 North Hill Drive, Suite C  
Brisbane, CA 94005  
Cameron.Johnson@johnson-marigot.com

Denise Duffy & Associates, Inc.  
947 Cass Street, Suite 5  
Monterey, CA 93940  
dduffy@ddaplanning.com