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June 17, 2020

Sent Via E-mail

**Subject: Request for Proposals (RFP) for the Mallard Slough Dredging Project
RFP Due by 2:00 P.M., on Friday, July 17, 2020**

To Whom It May Concern:

The Contra Costa Water District (District) is seeking proposals from firms interested in providing engineering services for Mallard Slough Dredging Project. The proposal should be prepared in accordance with the following attachments:

Attachment 1 – Project Description and Schedule

Attachment 2 – Required Proposal Format

Attachment 3 – Selection Criteria

Attachment 4 – Scope of Work

Attachment 5 – Cost Information

Attachment 6 – CAD Requirements

Attachment 7 – Sample Compensation Schedule (for Standard Professional Services Agreement)

Attachment 8 - District's Standard Agreement for Professional Services

Attachment 9 – List of Firms Receiving this Request for Proposal

This RFP will be posted on the District's website for public viewing. The District will evaluate all proposals and determine which firms will be invited to participate in the presentation stage of the consultant selection process.

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

This RFP does not commit the District to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm who responds.

RFP for the Mallard Slough Dredging Project

June 17, 2020

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Interested firms shall submit the requested information both electronically (excluding cost information via email) and hard copy, which must be received no later than **2:00 P.M. on Friday, July 17, 2020**, at the following addresses:

Contra Costa Water District
Attention: Purchasing Officer

Via email:

bidcoordinator@ccwater.com
File size shall not exceed 10MB

Via US Mail:

1331 Concord Avenue
Concord, CA 94520

Please note, cost information shall be submitted only via US mail inside a separate sealed envelope and electronically in Word/Excel and/or PDF on a flash drive to the address above.

If you have any questions concerning this project, please contact me at (510) 407-1253 or fsimon@ccwater.com.

Sincerely,



Frederick D. Simon Jr., P.E.
Senior Engineer

FS:aj

Attachments

cc: Jeff Quimby
Mark Seedall
Christine Schneider
Brian Jackson

File: 109061

ATTACHMENT 1

PROJECT DESCRIPTION AND SCHEDULE

MALLARD SLOUGH DREDGING PROJECT

The Contra Costa Water District (District) is seeking proposals from firms interested in providing project management and engineering services for the Mallard Slough Dredging Project. The successful firm will provide technical support to the District so that the District can fully implement dredging within Mallard Slough consistent with the prior approved authorization from the Dredge Material Management Office (DMMO) permit in 2012.

The project management and engineering services required for the Project will include civil design, based on the updated bathymetric surveys and sediment testing within Mallard Slough. The final design will need to reflect full environmental compliance with permit requirements. The District will lead coordination with the regulatory agencies who must approve the final plans for dredging at Mallard Slough. The selected firm will fully support the District's environmental compliance with any necessary studies required to fully implement its United States Army Corp (USACE) permit authorizations obtained in 2012. The successful firms will demonstrate expertise in these disciplines or the ability to obtain and manage sub-consultants in all of these disciplines as necessary.

WORK PRODUCTS

The selected firm will provide the following work products for the District:

- Updated Bathymetric Surveys to determine the amount of dredge material that will need to be removed from the channel. This work may either be prepared by the firm or contracted from others with this special expertise.
- Sediment Analysis of the dredge materials to be removed from Mallard Slough. This will determine which portion of the dredge materials may be disposed of within the Bay and how much of the materials will need to be disposed in an upland location. This work may either be prepared by the firm or contracted from others with the type of special expertise.
- Recommendations on how to comply with all environmental permits and requirements as well as a strategy to quickly obtain final authorization from the DMMO to implement the Mallard Slough Dredge project ahead of permit expiration at the end of 2022. District has a preference to the firm who can provide a detailed description of the steps necessary for completion of the Mallard Slough Dredging project during the 2021 work window, while obtaining good bid pricing from dredging contractors.
- Design services for the dredging of Mallard Slough include a preliminary design report, detailed design plans (75, 90 and 100% completion stage), project specifications, construction cost estimates at each design completion stage and life cycle cost analysis for future dredging maintenance activities. Bid documents shall be consistent with District procurement requirements.
- Technical support with District consultation with Dredged Material Management Office (DMMO) and develop a DMMO work plan to support this project.

More details on the required consulting services for this project are described in Attachment 4, Scope of Work.

BACKGROUND

The District has all the necessary federal, state and local permits to remove up to 50,000 cubic yards of material over a 10-year period ending in December 2022. In 2012 the estimated maintenance dredging was estimated at a total of approximately 41,600 cubic yards of sediment from 2.75 acres within a 40 foot wide section by 3,000-foot long Mallard Slough Pump Station Intake Channel located along the southern shoreline of Suisun Bay near the cities of Pittsburg and Bay Point in Contra Costa County, California (see Figure 1). The total amount of yardage will need to be updated as part of this design process. See Figure 2 for a summary matrix of all necessary permits obtained by the District, including associated permit conditions and milestones. See Exhibit 1 for the United States Army Corp (USACE) permit dated 4/10/12.

As shown in Figure 3, the proposed project design depth is -6 feet mean lower low water (MLLW) plus an additional 2-foot over dredge allowance, for a total of 8 feet deep. The material to be dredged would be removed using a mechanical clamshell dredge. Starting in 2010 the District determined through preliminary testing that there are two types of dredged material in the Slough: approximately 26,000 cubic yards of clean sediment and approximately 15,600 cubic yards of sediment that may contain heavy metals and/or mercury methylation. The 26,000 cubic yards of clean sediment are expected to be suitable for unconfined aquatic disposal to be placed at the Carquinez Dredged Material Disposal Site (SF-9). The dredge material not suitable for unconfined aquatic disposal is expected to be placed at an upland location such as the Montezuma Wetlands Restoration Project site located at the eastern edge of the Suisun Marsh adjacent to Montezuma Slough near Collinsville in Solano County, California. These disposal locations will require approval from the permitting agencies and the DMMO.

The amount of sediment build-up in the slough has changed since the last bathymetric study was prepared for this project in 2012 (See Exhibit 2). The bathymetric study and sediment analysis both need to be updated in the Preliminary Design Report (PDR) and it is expected that the sediment analysis will be done again during the consultation process with the DMMO. Based on recent information, use of the Mallard Slough Pump Station Intake has been limited to high tide operation due to high sediment levels within the source water at low tides. Staff observations in May 2020 during a low tide event suggests that the sediment levels have increased since the 2012 bathymetric survey was performed. The District conducted a drone flight on May 8, 2020 during the midmorning low tide to visually document the current sediment conditions (See Figure 4).

PROJECT SCHEDULE

The District DMMO permits for maintenance dredging at Mallard Slough expire at the end of 2022. There are very limited work windows given sensitive fish issues as to when work is allowed, in particular, work may only occur from September through November to avoid impacts to sensitive fish. The District is interested in moving this project forward as soon as possible so that work may commence during the 2021 work window. This will allow the District one season of buffer in the event that work either cannot commence in 2021 or is not completed by the end of the 2021 work window. The selected consultant

will design and develop a bid package, which will be advertised by the District and competitively bid to dredging contractors.

DREDGING PROJECT SCHEDULE

Description	Start Date	Completion Date
<i>Mallard Slough Dredging</i>		
Consultant Field Investigations and DMMO technical support & work plan development	October 2020	December 2020
Consultant Engineering Design and Development of Bid Package	October 2020	February 2021
District Advertise Bid Package to Dredging Contractors	March 2021	May 2021
Contractor Dredging & Consultant Support during Construction / Dredging	September 2021	November 2021

CONSULTANT SELECTION SCHEDULE

Issue RFP	June 17, 2020
Proposals Due	July 17, 2020
Interview Proposers	July 24, 2020
Select/Notify Consultants of Final Selection	August 4, 2020
Board Award of Consultant Agreement	September 2, 2020
Sign agreement and Notice to proceed	September 16, 2020

ATTACHMENT 2

REQUIRED PROPOSAL FORMAT

MALLARD SLOUGH DREDGING PROJECT

The letter of transmittal shall contain the names of the project manager, project engineer(s) and subconsultants that will perform the project. The lead firm shall be indicated, if a joint venture is proposed. The office location(s) where the work will be performed shall be stated.

The proposal shall be limited to the following page lengths:

Letter of Transmittal:	2 pages
Descriptions for Sections 1 - 4:	15 pages
Figures and Illustrations:	5 pages

The proposal shall include the following items:

Section 1 – Approach to Work: Using Attachment 4 - Scope of Work as a guide, describe proposed work tasks in sufficient detail to present the proposed method of approach. Discuss reasons for any changes made to the Scope of Work outlined in the attachment. Indicate estimated labor hours (by job title and/or team member name) needed to complete each work task and discuss proposed project management, quality assurance, and cost control techniques.

Provide a project schedule for the work showing task sequence, time required for each task, person hours by task, reviews, milestones and total project duration. The schedule should show how the Scope of Work would be accomplished by the identified milestone dates. Explain how the proposed organization and schedule will make optimum use of resources. This schedule shall also include all necessary District workshops and review activities. (NOTE: Consultant shall allow a minimum of fifteen (15) business days for any District review activities.) Discuss any unique ideas/concerns relating to the project.

Section 2 – Specialized Experience: Indicate experience gained from recent work similar to the proposed project. Emphasize experience that will be applied to the proposed work and the firm's ability to complete the work within budget and on schedule. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work.

Section 3 – Project Team: Describe the project team and the estimated labor hours (by job title) of key staff that will be committed to complete the work described in Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of District involvement. Please confirm that key personnel assigned to this project will be available for the duration of the project. Key personnel that are included in the proposal must be committed for the duration of the project. Any substitutions or changes to the project team must be brought to the attention of and approved by the District.

Section 4 – Additional Pertinent Information: Provide at least three references that can comment on the past performance of the firm(s) and key staff on a project comparable to the proposed work completed within the last five years. Please include brief descriptions, contact names, and telephone numbers for any related projects that you wish to use as references. The consultant shall list all exceptions, if any, to the District’s Standard Agreement for Professional Services provided as Attachment 8. Clearly state if the consultant will accept the District’s Standard Agreement for Professional Services with no change.

Section 5 – Appendices: Resumes of key personnel and brochures.

ATTACHMENT 3

SELECTION CRITERIA

MALLARD SLOUGH DREDGING PROJECT

PROPOSAL EVALUATION CRITERIA:

1. Approach to Work (25%)

This includes the understanding of the scope of work, proposed project management and cost control techniques, and unique/creative approaches to work. In addition, provide a detailed description of the steps necessary for completion of the Mallard Slough Dredging project during the 2021 work window, while obtaining good bid pricing from dredging contractors.

2. Specialized Experience and Capabilities (15%)

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

3. Project Team (5%)

This includes the specialized experience of key personnel (project manager, project engineer(s), lead discipline engineers, and sub-consultant lead engineers) their time commitment in the areas assigned, and estimated labor hours.

4. Overall Proposal Quality and Additional Pertinent Information (5%)

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

INTERVIEW EVALUATION CRITERIA:

The presentation duration shall be a maximum of 25 minutes, which will be followed by a questions and answers session lasting approximately 25 minutes.

1. Presentation (5%)

This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness.

2. Project Team and Approach to Work (25%)

This includes time commitment of key people, ability to interact with District personnel, project team qualifications and related experiences. Also includes the understanding of the scope of work, proposed project management and cost control techniques and unique/creative approaches to work. In addition, provide a detailed description of the steps necessary for completion of the Mallard Slough Dredging project during the 2021 work window, while obtaining good bid pricing from dredging contractors.

3. Questions and Answers (20%)

This will address technical and managerial experiences, creativity, understanding of project constraints, communication skills, and other related questions regarding this proposal

ATTACHMENT 4

SCOPE OF WORK

MALLARD SLOUGH DREDGING PROJECT

The successful Consultant will complete the key tasks the project (as appropriate) listed below and in the Project Description section of Attachment 1. If the Consultant foresees the need for additional tasks, then those tasks should be presented and the reasons for the need described. The scope of work shown below is preliminary and will be finalized during contract negotiations with the selected consultant.

Task 1 – Prepare Preliminary Design Report

The purpose of this task is to prepare a Preliminary Design Report (PDR) that is based on both the dredging parameters described in this RFP (and Figures & Exhibits) and the requirements of the permits that the District has obtained for this Project. The PDR will summarize all recommendations developed during the pre-design phase of the project, including findings from Task 2 – Field Investigations and Technical Support and previous evaluations by others. The work includes, but is not limited to the following:

- Develop, confirm and/or select design criteria for the project based on an analysis of the existing site conditions and permit conditions.
- Develop and evaluate alternative configurations and dredging methods based on estimated cost, availability of equipment and disposal locations, constructability, implementation schedule, and District requirements. Identify the best dredging approach for areas indicated in plans, including survey and dredging methods to be used.
- Prepare a sampling and analysis plan for submittal to the regulatory agencies. See Task 2, Field Investigations, for related soil sampling activities.
- Prepare preliminary design plans showing the pre-dredge elevations and the post-dredge elevations. Define the method of determining this differential.
- Prepare a preliminary design level construction cost estimate for the recommended dredging project.
- Present the recommended alternatives, including construction cost estimates and project schedule to implement the project. Provide a detailed description of the steps necessary for completion of the Mallard Slough Dredging project during the 2021 work window, while obtaining good bid pricing from dredging contractors.
- Prepare and submit preliminary specifications, including work sequence and constraints and dredging contractor minimum experience requirements and qualifications
- Prepare the draft and final Preliminary PDR. The final PDR will be the basis for final design of project improvements.

Task 2 – Field Investigations and Technical Support

The purpose of this task is to gather information on existing facilities (Mallard Slough and Pump Station), site conditions, and soils for use in preparing the PDR and provide technical support with District consultation with the Dredged Material Management Office (DMMO).

- Conduct field investigations of the condition and operation of the existing facilities; identify and locate utility conflicts, etc., as required. If possible, try to schedule field visits during low and high tides to help identify operational and constructability issues.
- Conduct a pre-dredge and post dredge bathymetry survey of the area identified for dredging plus an additional 20 feet per side in width beyond the actual dredge area boundaries.
- Conduct sampling and chemical, physical and biological analysis of dredged sediments as required by regulatory agencies. Prepare a report summarizing the results of sampling and testing.
- Determine whether additional investigations are necessary at the sites. This optional work may be negotiated and included under Task 6-Additional Services.
- Review existing surveying control and topographic information.
- Provide technical support with District consultation with DMMO and develop a DMMO work plan to support this project.

Task 3 – Design Services

The objective of this task is to produce a set of construction contract documents (drawings and specifications) and cost estimate for the construction of project improvements. The work includes, but is not limited to the following:

- Submit 75, 90, and 100 percent design documents for District review. A “99 percent” design submittal is typically reviewed by the District’s Project Manager to ensure comments are incorporated prior to stamping, signing, and submitting the 100 percent design. Drawings shall conform to District CAD requirements as outlined in Attachment 6. Each submittal shall include an update to the construction cost estimate, the construction schedule, and design calculations. Deliver electronic and reproducible technical specifications and construction drawings for the project in a format approved by the District.
- Prepare materials, participate in, facilitate, and document the District’s User Group and Design Review process including preliminary 75 and 90 percent design submittal stages.
- Develop a master project schedule
- Develop construction cost estimates. Calculations shall support the quantities used on the specification bid sheet. Consultant will provide an engineer’s estimate of the project based on the estimated dredging costs and volume. Provide back-up calculations and assumptions for dredge materials removed for bay disposal and for dredge material removed for upland disposal.
- Develop a life cycle cost analysis for future dredging maintenance activities.

- Develop and evaluate alternatives for construction sequencing and contracting.
- Provide input in the development of Facility Impact Plan for the project in order to identify sequences and schedule constraints associated with facility outages (i.e. Mallard Pump Station out of Service during dredging). Incorporate all sequence and schedule constraints into the bid documents.
- Coordinate with existing system operations and any associated construction projects at the site.
- Submit stamped and signed design calculations.

Task 4 – Bid Period Services

The purpose of this task is to provide assistance to the District during the bid period and shall include, but is not limited to the following:

- Preparation of verbal and written responses to questions the District receives from bidders, contractors, and suppliers, and the preparation of addenda per District standard practices.
- Attend a maximum of two pre-bid conferences and pre-bid site visits.

Task 5 – Project Management

This task includes, but is not limited to the following:

- Manage the efforts of project team members and subconsultants, assign personnel, delegate responsibilities, review work progress, and otherwise direct the progress of the work so as to ensure satisfactory completion of work, on schedule and within budget. Prepare a Project Management Work Plan. Prepare monthly project progress reports, progress payment requests, and attend regularly scheduled progress meetings. Attend weekly MS Teams Project Manager Progress Meetings and up to two (2) special project meetings, in addition to four (4) User Group Meetings.
- Prepare, monitor, and update a project design schedule.

Task 6 – Additional Services

The purpose of this task is to provide additional services related to the project which are not fully known or defined at this time. Details of the specific scope and budgets for additional services under this task shall be developed with the District.

- Provide additional services on an as-requested basis, under the written direction of the District’s Project Manager.

Task 7 – Design Services During Construction (DSDC)

Budget and authorization to be defined at time of construction project bidding. Services during construction will generally include, but is not limited to the following:

- Review submittals and shop drawings required by the contract documents and forwarded by the District's Construction Administrator.
- Make periodic site visits at the request of the District's Construction Administrator.
- Interpret plans and specifications by responding to Requests for Clarifications (RFCs) or Information (RFIs), and by preparing Contract Document Clarifications (CDCs), as necessary, for forwarding to the Contractor by the District.
- Assist the District by preparing change order designs and cost estimates as requested by the District.
- Preparation of as-built drawings and any other construction related information required to meet the permit requirements of the DMMO. This will include a post construction bathymetric survey.

ATTACHMENT 5

COST INFORMATION

MALLARD SLOUGH DREDGING PROJECT

One copy of the following information is to be submitted inside a separate sealed envelope and electronically in Word/Excel and/or PDF on a flash drive:

- The requested overhead rate as a percentage of direct labor for this project.
- The requested markup on other direct costs including subconsultants.
- An estimate of other direct costs by item.
- An estimate of total cost not to exceed ceiling for performing the work.

NOTE: This information does not constitute a bid but insures that a detailed review of the merits of the proposal is complete before costs information is reviewed. The District will not open the cost information until after the interviews.

ATTACHMENT 6

CAD REQUIREMENTS

MALLARD SLOUGH DREDGING PROJECT

All projects at the Contra Costa Water District shall be designed and drafted to meet the District's latest CAD Drafting Standards and Procedures, using the latest version of AutoCAD. 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 in the CCWD website:

<http://ccwater.com/documentcenter/view/282>.

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

If the drawings are prepared manually or with other than AutoCAD 2010, arrangements shall be made with and approved by the CCWD Engineering Support Supervisor prior to initiating any drafting.

ATTACHMENT 7

SAMPLE AGREEMENT COMPENSATION SCHEDULE

MALLARD SLOUGH DREDGING PROJECT

COMPENSATION

Payment to Consultant shall be as called for in Article 2 of the Agreement. A summary of the anticipated distribution of costs and labor by task is set forth in Tables B-1. The firm ceiling for services provided under this Agreement, assuming all services are authorized, shall be \$XX,XXX, which includes a professional fee of XX percent (XX%) of the sum of direct labor cost, overhead, and subconsultant costs. Consultant overhead (including fringe benefits and indirect costs) factor shall be XXXX (XX%) of direct labor costs.

Consultant shall perform the services described in Exhibit A, Scope of Work, within the budget presented in Table B-1 assuming all services are authorized.

The schedules for anticipated direct costs are as follows:

ITEM	RATE
<u>Travel/Vehicle Costs</u>	
Travel:	Actual Cost
Vehicles:	The mileage rate established by the Internal Revenue Service (currently \$XX per mile), actual cost for rental cars/trucks, actual cost for fuel and related charges, tolls/use fees.
<u>Printing</u>	
Black and White:	\$XX per page
Color:	\$XX per page
<u>Communications</u>	
Cellular Telephone/Communications: (XX / personal charges)	Actual cost
<u>Specialized Field Equipment</u>	As established by Consultant equipment fee schedule or actual cost

ATTACHMENTS: Table B-1 – Cost Estimate

ATTACHMENT 8

MALLARD SLOUGH DREDGING PROJECT

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 implement Mallard Slough Dredging Project (hereinafter referred to as "Project"); and

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 2 - PAYMENT

2.1 District shall compensate the Consultant for services actually performed under the Scope of Work pursuant to this Agreement in the manner set forth in this Article. Compensation shall be paid for: 1) direct labor costs, 2) overhead, 3) subconsultant costs (if subconsultant is specifically approved in writing by District or is specifically listed within Scope of Work), 4) direct costs, and 5) profit, as those terms are defined in this section. Compensation shall be in the amount specified in the Compensation Schedule (Exhibit B) pursuant to this Agreement, except as may otherwise be agreed pursuant to Section 2.2. The above enumerated terms are defined as follows:

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

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

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

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

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

is finally resolved in the Consultant's favor or is agreed to between the District and the Consultant, will be included in the next monthly statement for payment by the District.

- 2.5 Consultant shall not be paid any premium for any overtime hours worked by the employees of Consultant or subconsultant without specific authorization from the District, in writing, prior to commencement of such work.

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Consultant's services, hereinafter referred to as "Contract Manager" or "Project Manager", except on those matters requiring approval of the Board of Directors.
- 4.2 Furnish to Consultant all existing studies, reports and other available data pertinent to the Consultant's services, obtain or authorize Consultant to obtain or provide additional reports and data as required, and furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by District or others in performing Consultant's services under this Agreement unless otherwise specified in the Scope of Work.
- 4.3 Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder, unless otherwise specified in the Scope of Work.
- 4.4 Perform such other functions as are indicated in the Scope of Work related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Article.

ARTICLE 5 - STANDARD OF CARE

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

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, without written verification or adaptation by Consultant for the specific purpose intended shall be at the sole risk of the person or entity so using them.

- 9.5 Consultant shall comply with all Public Records Act Requests received by District to which materials in the Consultant's possession may be responsive and shall defend and indemnify District from and against all damages and liabilities incurred by District as a result of Consultant's failure to comply with such requests.

ARTICLE 10 - INSURANCE

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

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

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

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

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

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

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

- 10.3 Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

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

ARTICLE 11 - INDEMNIFICATION

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

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

ARTICLE 12 - INDEPENDENT CONTRACTOR

- 12.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 8.1; however, otherwise District will have no right to control the means or supervise the methods used by Consultant, but District will have the right to observe such performance. Consultant shall work closely with

District in performing Services under Agreement. Notwithstanding the preceding sentence, neither Consultant, nor its subcontractors, shall be considered an employee of District for any purpose.

- 12.2 Consultant and its agents or subcontractors shall each pay the salaries, and any employee and/or employer contributions for benefits, including without limitation the costs of contributions to any pensions and/or annuities or any other retirement benefits, to which any of their respective employees may be entitled. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the Contra Costa Water District Retirement Plan (CCWDRP) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for CCWDRP benefits.
- 12.3 Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

ARTICLE 13 - COMPLIANCE WITH LAWS

- 13.1 In performance of the Services, Consultant and its subconsultants will comply with and shall not cause the District to violate applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in the Scope of Work. Notwithstanding the above, if a change in any law or regulation increases the cost of Consultant's work or services, then Consultant may request an equitable adjustment to its schedule and compensation.
- 13.2 Consultant, subconsultants, and their respective employees, shall comply with all District safety requirements including the CCWD Contractor/Consultant Safe Practices Handbook at all times while on District property or at the site(s) of public works being installed, altered, repaired or removed for the District. The signature page of the CCWD Contractor/Consultant Safe Practices handbook shall be signed by the Consultant and submitted to the District. The Consultant shall provide copies of the Handbook to all subconsultants/subcontractors (but Consultant does not need to submit signature pages signed by subconsultants). The Handbook is available at <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 sources other than District. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

ARTICLE 15 - TERMINATION

- 15.1 Either party may, upon seven (7) days' written notice, terminate this Agreement for cause if the other party substantially fails to perform in accordance with the terms hereof through no fault of the terminating party.
- 15.2 District shall have the right to terminate this Agreement for its convenience upon thirty (30) days' written notice to Consultant. Within thirty days after receipt of such notice, or on another schedule acceptable to District, Consultant shall terminate performance of services.
- 15.3 In the event of termination of this Agreement, District shall pay Consultant in accordance with the Agreement for all services completed but not paid for (including costs incurred but not paid for), for any services completed after termination at the request of District, and reasonable costs incidental to the termination of services. Such payments shall not include costs related to lost profits associated with the expected completion of the work.
- 15.4 District shall have the right to suspend performance of this Agreement upon two (2) days' written notice to Consultant. Immediately upon receipt of such notice, Consultant shall begin to suspend performance of services, which suspension shall be accomplished on a schedule acceptable to District.
- 15.5 In the event that District temporarily suspends performance of this Agreement, District shall pay Consultant in accordance with the Agreement for all services completed but not paid for (including costs incurred but not paid for), reasonable costs incidental to the suspension of services, and if the suspended work is restarted, reasonable costs incidental to restarting performance. Except to the extent otherwise agreed, such payments shall not include costs related to lost profits associated with the expected completion of the work.

ARTICLE 16 - ABANDONMENT

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

ARTICLE 18 - WAIVER

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

ARTICLE 19 - SEVERABILITY

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no

way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provision held to be void.

ARTICLE 20 - INTEGRATION AND MODIFICATION

- 20.1 This Agreement, together with the Scope of Work and the Compensation Schedule, attached hereto as Exhibits A and B respectively, is adopted by District and Consultant as a complete and exclusive statement of the terms of the Agreement between District and Consultant. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant pertaining to the Services, whether written or oral.
- 20.2 The Agreement may only be modified through the District's formal Amendment process. Such modifications must be evidenced in writing signed by both District and Consultant.

ARTICLE 21 - ASSIGNMENT

- 21.1 District and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 21.2 Neither District nor Consultant shall assign, sublet, or transfer any rights or responsibilities under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of the services hereunder and in accordance with Article 7.
- 21.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

ARTICLE 22 - GOVERNING LAW

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

ARTICLE 23 – PAYMENT OF PREVAILING WAGES

- 23.1 Prevailing Wage Rates apply to all Consultant personnel performing work under this Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Section 1770 et sequitur ("such work"). Consultant shall comply with all applicable prevailing wage labor code requirements.
- 23.2 Consultant shall pay not less than the prevailing rate of per diem wage as determined by the Director of Industrial Relations. These wage rates are on file at the District's principal office. Future effective wage rates may have been determined and, if so, are on file with the Department of Industrial Relations. Consultant shall comply with all of the provisions of Section 1775 of the Labor Code relative to penalties paid to the District regarding wage underpayments to workers employed under this Agreement. For questions regarding payment of prevailing wages, Consultant should visit www.dir.ca.gov/oprl/pwd/index.htm.
- 23.3 The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Consultant in a prominent place at the site where such work is performed.
- 23.4 Consultant shall comply with all of the provisions of Section 1776 of the Labor Code regarding payroll records requirements.

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

CONTRA COSTA WATER DISTRICT

(CONSULTANT NAME)

By: _____
Stephen J. Welch, General Manager

By: _____

(Title)

Date _____

Date: _____

Rev. 5/2014

ATTACHMENT 9

LIST OF FIRMS RECEIVING THIS REQUEST FOR PROPOSAL

MALLARD SLOUGH DREDGING PROJECT

Steven Michelson
AWR Environmental
2363 Mariner Square Dr Suite 245
Alameda CA 94501
smichelson@awrcorp.net
510 671 2085

Colin Brennan, Senior Biologist
ICF
2600 Hilltop Drive. BLDG B, STE C137
Richmond, CA 94806 1.925.330.7723
Colin.Brennan@icf.com

Jeffrey Cotsifas-President/Special Projects Director
Pacific Eco Risk
2250 Cordelia Road
Fairfield, CA 94534 phone: 707.207.7760
cotsifas@pacificecorisk.com

Will Wallgren
Dutra Dredging
2350 Kerner Blvd. Suite 200
San Rafael, CA 94901
(415) 250-6561 wwallgren@dutragroup.com

Pete Bellows, PE – Senior Project Manager
Brown and Caldwell
Walnut Creek, CA
pbellows@brwnccald.com 925.210.2386

Ken Wilkins
Carollo Inc.
2795 Mitchell Drive
Walnut Creek, California 94598
(925) 932-1710
kwilkins@carollo.com

Josh Burnam
Anchor QEA
130 Battery Street Ste 400
San Francisco, CA 94111
415-361-5150
jburnam@anchoragea.com

Greg Mailho
Transystems
2000 Center Street Ste 303
Berkeley, CA 94707
510-835-7244
gpmailho@transystems.com

Clay Nichol
Moffit and Nichol
2185 N. California Blvd, Suite 500
Walnut Creek, CA 94596-3500
925-944-5411 cnichol@moffitnichol.com

Stacey Robinson
Stantech
1340 Treat Boulevard, Suite 300
Walnut Creek, California 94597
925-941-1400 staceyrobinson@stantech.com

AECOM
Linda Pappas, V.P., Marketing
Kaiser Center, 300 Lakeside Dr. Ste 400
Oakland, CA 94612
(510) 874-1786
linda.pappas@aecom.com

Guyton Durnin
HDR
100 Pringle Street, Suite 400
Walnut Creek, CA 94596
925-974-2500 Guyton.durnin@hdrinc.com

Fidel T. Salamanca, PE Senior Engineer
Schaaf and Wheeler Consulting Civil Engineers
870 Market Street, Ste. 1278
San Francisco, CA 94102 fsalamanca@swwsv.com
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