



October 16, 2020

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**Subject Request for Proposal (RFP) – On-call Environmental Services  
PROPOSALS DUE ON THURSDAY, November 5, 2020 at 4:00 P.M.**

Ladies and Gentlemen:

The Contra Costa Water District (District) is soliciting proposals from firms to assist the District with its On-call Environmental Services for the period January 1, 2021 through June 30, 2022. On-call Environmental Services will be managed by the Planning Department who requests that your firm submit a proposal as outlined in the following attachments:

- Attachment 1 – Project Description and Schedule
- Attachment 2 – Required Proposal Format
- Attachment 3 – Selection Criteria
- Attachment 4 – Preliminary Scope of Work
- Attachment 5 – District Standard Agreement for Professional Services
- Attachment 6 – Cost Information
- Attachment 7 – List of Firms Receiving Request for Proposal

The primary purpose of this project is to support the District's environmental compliance requirements for maintenance as well as ongoing or new construction projects and support the Planning Department on the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the State and Federal Endangered Species Acts (ESA) and cultural resources (Section 106 of the National Historic Preservation Act) impact analyses. Environmental compliance monitoring for these services is primarily terrestrial but the District also has requirements for aquatic resources in relationship to District facilities.

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 Request for Proposal 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. If the District and selected firm are unable to establish mutually acceptable agreement language, this will constitute grounds for dismissal from further negotiations on this project, and the District will pursue negotiations with another firm.

The top-ranking firms based on evaluation of the written proposals will be invited for an interview. The interview will be approximately one hour of which up to 20 minutes will be available for a presentation and 30 minutes will be for questions by the District. Interviews are tentatively scheduled for November 18, 2020. Interviews will be electronic using Microsoft Teams application. Final selection will be based on both the written proposal and interview scores as noted in Attachment No. 3.

To be considered, six copies of the proposal, along with the cost information required in Attachment No. 6, shall be submitted to the District **no later than 4:00 PM PST, Thursday, November 5, 2020.**

If hand delivered or sent by express delivery:

Contra Costa Water District  
Attention: Ms. Christine Schneider, Senior Planner  
2411 Bisso Lane  
Concord, CA 94520

If sent by U.S. Mail:

Contra Costa Water District  
Attention: Ms. Christine Schneider, Senior Planner  
PO Box H20  
Concord, CA 94524

If you have any questions concerning this project, please contact Christine Schneider at (925) 688-8118.

Sincerely,



Mark A. Seedall  
Principal Planner

MAS/CS:ts

Attachments

cc: Christina Cullins, Purchasing Officer  
Fran Garland, Planning Manager

## **ATTACHMENT 1**

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

#### **PROJECT DESCRIPTION AND SCHEDULE**

##### **PROJECT DESCRIPTION**

Specific on-call assignments include environmental compliance/biological surveys to support construction work and maintenance work on District properties and within U.S. Department of the interior, Bureau of Reclamation (Reclamation) rights of way (ROW) and easements. Maintenance work within the ROW is conducted under a U.S. Fish and Wildlife Service (USFWS) Biological Opinion issued to Reclamation. Other environmental services include compliance/monitoring at the District's Rock Slough Fish Screen, environmental documentation for work within District ROW or for other District facilities; permitting and environmental compliance for the Shortcut Pipeline Improvement Project, and environmental compliance/monitoring for the Mallard Slough Dredging Project in Pittsburg.

The environmental compliance work includes monitoring for terrestrial and aquatic resources in relationship to District facilities and ROW during maintenance and during construction of new facilities. The District maintains and operates the Contra Costa Canal System under contract with Reclamation. Reclamation and the District follow requirements from USFWS when maintaining these facilities.

The selected consultant will be required to help support the District on National Environmental Policy Act (NEPA) reporting with Reclamation for the transfer of Title of the Contra Costa Canal facilities. This will include use of consultants selected by Reclamation that will sub-consult through your firm on the Section 106 review that is required for CCWD to obtain NEPA compliance with Reclamation. The selected consultant will also be tasked with supporting CCWD on efforts to ensure environmental permit coverages following completion of this transfer of Title.

The District may require general services for preparation of environmental documents including NEPA Categorical Exclusion Checklists and Notices of Exemption pursuant to the CEQA and any potential permit requirements associated with such projects. The selected consultant may be required to prepare more extensive CEQA/NEPA/permit documents for larger District capital improvements should any new projects be ready for this level of review over the 18-month duration of this On-call Environmental Services Contract.

The selected consultant will be required to assist the District with biological reconnaissance surveys and site assessments, impacts assessments relating to the District's proposed improvements and/or land use changes, analysis pursuant to the California Endangered Species Act and/or the Section 7 of the Federal Endangered Species Act, and permitting pursuant to the California Department of Fish and Wildlife Codes.

The following is a brief summary of active District projects as listed above. Specific tasks for each project are contained in Attachment 4 of this Request for Proposal.

1. **Rock Slough Fish Screen (RSFS).** The Rock Slough Fish Screen was constructed on the Contra Costa Canal in 2011. Reclamation initiated construction of the Rock Slough Fish Screen Facility in 2009 in order to comply with the requirements of the Central Valley Project Improvement Act (CVPIA) and the Los Vaqueros Biological Opinion issued by the USFWS in 1993. The purpose of the RSFS is to provide protection to federally threatened delta smelt (*Hypomesus transpacificus*), threatened spring-run Chinook salmon (*Onchorhynchus tshawytscha*), threatened Central Valley steelhead (*O. mykiss*), endangered winter-run Chinook salmon (*O. tshawytscha*), and the threatened North American green sturgeon (*Acipenser medirostris*), while allowing diversions to serve the District’s water users. The RSFS is subject to ongoing operations and maintenance, and a series of project improvements, including safety and efficiency of the RSFS. Further improvements will be made to the RSFS in 2021. The consultant will provide environmental monitoring, data gathering and reporting for O&M and capital projects at the RSFS.
  
2. **Shortcut Pipeline (SCPL).** The SCPL is a cement-mortar-lined and coated steel water supply pipeline built in 1972 to convey untreated water roughly 28,000 feet from the Contra Costa Canal to the District’s Martinez Reservoir. The pipeline consists of 42-, 48-, and 60-inch-diameter pipe segments and associated appurtenances, including valves for sealing, draining, and refilling of the pipe, monitors to detect settling, and a cathodic protection system to prevent corrosion. The SCPL is the main source of water supply for the City of Martinez as well as an oil refinery in Martinez. Critical repairs and improvements have recently been made to ensure reliable long-term water supply using the SCPL. Further environmental review and permitting will be required to support needed repairs for the SCPL in 2021.
  
3. **Other Projects.** In 2021, the District is planning on dredging a 3,000-foot channel within Mallard Slough. In addition, the District will be removing the Cheney Tower from Mallard Reservoir. Both construction/repair projects are expected to require active biological monitoring and that will require experienced aquatic biologists.

Much of the work will be in the field at District construction and maintenance sites. Compensation will be on a time and materials basis. District Planning staff will direct the work of the consultant.

**ESTIMATED BUDGET: \$300,000 in FY2021 and \$225,000 in FY2022**

**TENTATIVE SCHEDULE**

Proposals Due	November 5, 2020
Conduct Interviews	November 18, 2020
Board Award of Consultant Contract	December 16, 2020
Notice to Proceed	January 1, 2021
On Call Service, six months of FY21	January 1, 2021
On Call Service Year 2, Start of FY22	July 1, 2021
Complete Contract	June 30, 2022

## ATTACHMENT 2

### ON-CALL ENVIRONMENTAL SERVICES

#### REQUIRED PROPOSAL FORMAT

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 include the following items

**Section 1 - Approach to Work.** Using Attachment 4 - Preliminary Scope of Work as a guide, describe how your firm will approach the proposed work tasks.

**Section 2 - Specialized Experience.** Indicate experience gained from recent work similar to the proposed tasks. Emphasize experience that will be applied to the proposed tasks 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 (by job title) that will be committed to complete the work described in Section 1. Emphasize the specialized experience of specific individuals. 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. Describe in detail any subcontractors that you are proposing to use and any mark-ups that you will require for their use.

**Section 4 - References.** 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 staff that you wish to use as references.

**Section 5 - Appendices.**

Resumes of key personnel and brochures.

The proposal shall be limited to the following page lengths:

Letter of Transmittal:	2 pages
Descriptions for Sections 1 - 4:	4 pages
Figures and Illustrations:	No limit
Resumes and other information:	No limit

## ATTACHMENT 3

### ON-CALL ENVIRONMENTAL SERVICES

#### SELECTION CRITERIA

The top-ranking firms based on the written proposal will be invited to interview. The interview will be in electronic format. Selection of the final consultant shall be based on both the proposal and interview. The evaluation of the top-ranking consultants shall be weighted 50 percent for the proposal and 50 percent for the interview.

#### **PROPOSAL EVALUATION CRITERIA (50 Percent of Score):**

**1. Approach to Work (15 Percent)**

This includes the understanding of the scope of work, proposed project management and cost control techniques, and unique/creative approaches to work.

**2. Specialized Experience and Capabilities (15 Percent)**

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 (15 Percent)**

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

**4. Overall Proposal Quality and Other Considerations (5 Percent)**

This includes general responsiveness, clarity of presentation, proposal quality, requests for exceptions to CCWD's Standard Agreement for Professional Services Contract and comments received from references.

#### **INTERVIEW EVALUATION CRITERIA (50 Percent of score if conducted):**

The presentation duration will be a maximum of 20 minutes, which will be followed by a questions and answers session lasting up to 30 minutes. Following the interview, the firm will provide an electronic copy of its presentation materials

**1. Presentation (25 Percent)**

This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness. The presentation should include discussion of project approach, project issues, and how the consultant will complete the assigned project tasks on schedule and on budget. This presentation should include time commitment of key people, project team qualifications and related experiences.

## **2. Questions and Answers (25 Percent)**

This will address technical and managerial experiences, creativity and communication skills, and other related questions regarding the proposal.

## ATTACHMENT 4

### ON-CALL ENVIRONMENTAL SERVICES

#### PRELIMINARY SCOPE OF WORK

The Preliminary Scope of Work for the project is outlined in the following paragraphs. Individual tasks will be assigned by the District. Work will be performed in a collaborative effort between the District and the selected consultant. The main objectives of the consultant is to support the District requirements to comply with environmental and permit requirements and to provide specialized environmental expertise.

The following are general descriptions of the major work tasks.

#### **Task 1 – Biological Surveys to Support District Maintenance and Construction Projects [Budgeted up to \$100,000 over the 18-month contract to cover FY 21 and FY 22]**

- Conduct terrestrial and aquatic biological surveys on Reclamation ROW consistent with Reclamation's Operations and Maintenance requirements and consistent with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) requirements.
- Conduct terrestrial and aquatic biological surveys on District property consistent with CDFW and USFWS requirements.
- Submit necessary compliance reports following each monitoring event.

#### **Task 2 – Environmental Compliance at the Rock Slough Fish Screen (RSFS)[Budgeted up to \$55,000 over the 18-month contract to cover FY 21 and FY 22]**

- Monitor compliance with environmental permits during RSFS Improvement Project construction.
- Collect and document debris and salmonid data related to RSFS rake testing.
- Monitor compliance with environmental permits during mechanical harvesting of aquatic vegetation.
- Maintain the RSFS block net as required.
- Prepare annual Reclamation report to the National Marine Fisheries Service (NMFS) to address RSFS Operations, Maintenance and Improvements.

#### **Task 3 – Environmental Compliance and Documentation within District Rights-of-Way or for other District Properties [Budgeted up to \$40, 000 over the 18-month contract to cover FY 21 and FY 22]**

- Monitor compliance with environmental permits for District capital improvement projects such as the Chenery Tower removal at Mallard Reservoir and renewal and replacement projects along the Contra Costa Canal.
- Prepare environmental documentation and permit applications, and monitor compliance with environmental permits for development of a Canal sediment disposal site adjacent to Mallard Reservoir.
- Prepare environmental documentation for Canal Modernization Planning.



- Provide technical analyses including, as needed, Phase 1 Environmental Site Surveys, hazardous materials studies, and air quality analysis.

**Task 4 – Permitting and Environmental Compliance for the Shortcut Pipeline Improvement Project [Budgeted up to \$80,000 over the 18-month contract to cover FY 21 and in FY 22]**

- Prepare an application for a San Francisco Army Corps of Engineers (SF Corps) Permit Extension to include updated project plans, compensatory wetland mitigation planning.
- Prepare amendments to CEQA and NEPA and permits for new project elements, which may include repairs to the pipeline in locations where it has been determined to have settled or is leaking.
- Implement biological monitoring conditions as required by USFWS, San Francisco Bay Regional Water Quality Control Board (SFRWQCB), SF Corps, and CDFW.

**Task 5 – Environmental Compliance for the Mallard Slough Dredging Project Implementation [Budgeted up to \$60,000 over the 18-month contract to cover FY 21 and FY 22]**

- Monitor aquatic species.
- Develop and implement an aquatic species fish sweeping program.
- Install and maintain as needed block nets during construction.

**Task 6 - Additional Services as requested under the written direction of the District. Services may include, but are not limited to, NEPA and Section 106 for Title Transfer [Budgeted up to \$190,000 over the 18-month contract to cover FY 21 and FY 22]**

- Administer contract with Reclamation’s approved sub-consultants for archeological and historic resources studies for Title Transfer.
- Support Reclamation’s NEPA requirements for Title Transfer.
- Prepare a white paper evaluating environmental and permit compliance following Title Transfer.
- Other services as required.

**ATTACHMENT 5**

**ON CALL ENVIRONMENTAL SERVICES**

**DISTRICT STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

The attached sample agreement is the District's standard Consulting Services Agreement.

**NOTE: The successful consultant shall be prepared to work within the terms and conditions of this agreement.**

**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 (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.

Consultant shall also comply with the Contra Costa Water District Contractor/Consultant Safe Practices Handbook (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. Consultant has been provided a copy of the Handbook which is also available at <https://www.ccwater.com/DocumentCenter/View/124/Contractors-Safe-Practices-Handbook-pdf>.

Immediate and appropriate corrective action by District, up to and including termination of this Agreement, will be implemented as warranted for any failure to comply with the Handbook. Consultant shall provide copies of the Handbook to all Sub-Consultants/Sub-Contractors.

Pursuant to Contra Costa Water District Administrative Procedure XII-4 entitled Equal Employment Opportunity; Prohibition of Discrimination, Harassment, Retaliation and Abusive Conduct (AP XII-4), the District is an equal employment opportunity employer. The District does not tolerate discrimination, harassment, retaliation, and abusive conduct. Consultant has been provided a copy of AP XII-4 which is also available at: <https://www.ccwater.com/DocumentCenter/View/973/XII-4-Equal-Employment-Opportunity-pdf>. In performing this Agreement, Consultant shall comply with AP XII-4 and shall not allow its employees and/or agents to discriminate, harass, or allow harassment, retaliation, or abusive conduct by or against any person or persons. Immediate and appropriate corrective action by District, up to and including termination of this Agreement, will be implemented as warranted for any and all such reported misconduct. Consultant shall provide copies of AP XII-4 to all Sub-Consultants/Sub-Contractors.

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Stephen J. Welch  
Title: General Manager

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

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

**APPROVED AS TO FORM:**

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

**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 6

### ON-CALL ENVIRONMENTAL SERVICES

#### COST INFORMATION

One copy of the following information is to be submitted inside a separate sealed envelope:

- The requested overhead rate as a percentage of direct labor for this project for the prime consultant and all sub-consultants.
- The requested markup on sub-consultants.
- The requested fee on direct labor and overhead costs.
- An estimate of other direct costs by item. No mark-ups will be allowed on other direct costs.
- An estimated daily cost for environmental compliance monitoring.
  - Include total employee (hourly) cost for travel.
  - Include mileage cost for travel.
  - Include total cost for monitoring from 7 a.m. to 2:30 p.m.
  - Include the cost to prepare a letter report that presents the results to the District from the day's monitoring.
  - Include any supervisory costs for report reviews and for editing and final completion of the report.

An estimate of total cost not to exceed ceiling for performing the work and labor hours necessary to satisfactorily perform the work for the prime and sub-consultants (provide breakdown by task). Include hours by team member for each task and raw labor rate for each team member

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

## ATTACHMENT 7

### ON-CALL ENVIRONMENTAL SERVICES

#### LIST OF FIRMS RECEIVING REQUEST FOR PROPOSAL

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