



Wastewater  
Treatment



Recycled  
Water



Energy  
Production



Biosolids  
Reuse



## As-Needed Construction Management and Inspection Services

### Request for Letter Proposal: Construction Management and Inspection Services

**June 2024**

Delta Diablo is seeking proposals from qualified firms interested in providing on-call construction management and inspection services, including design and constructability review, construction administration and change management, inspection, materials testing, project controls, environmental compliance monitoring, start-up and commissioning assistance, construction safety, and document control, as described in this Request for Letter Proposal (RFLP).



**Delta  
Diablo**  
TRANSFORMING  
WASTEWATER  
TO RESOURCES

## 1 Introduction

Delta Diablo (District) is seeking letter proposals from qualified consulting firms to provide as-needed construction management and inspection (CM/I) services as described in the proposed Scope of Work.

The District anticipates awarding contracts to up to three (3) highest-ranked Consultants, which will need to enter into a Consulting Services Contract (Appendix A) with the District. Each contract will be for a term not to exceed one (1) year and will have a not-to-exceed amount of \$99,000, inclusive of reimbursable costs, for a cumulative amount not to exceed \$297,000 for all contracts.

The District reserves the right to commence, close, reduce, or extend services at any time in response to changing needs in accordance with the terms of the contract and its purchasing procedures.

## 2 District Background

The District is a California special district that provides wastewater resource recovery services for over 218,000 customers in the cities of Antioch and Pittsburg, and the unincorporated Bay Point community in east Contra Costa County. These services include wastewater collection, conveyance, and treatment; recycled water production and distribution; renewable energy production; beneficial biosolids reuse; pretreatment and pollution prevention; street sweeping; and household hazardous waste collection. The District's major wastewater collection, conveyance, and treatment system, and recycled water infrastructure elements are summarized below.

- Wastewater Collection: The District owns, operates, and maintains 43 miles of gravity sewers in the Bay Point community, while the cities of Antioch and Pittsburg own and operate their respective collection systems.
- Wastewater Conveyance: The District owns, operates, and maintains 14 miles of gravity sewer interceptors (12- to 42-inch diameter), 18.5 miles of force mains (4- to 24-inch diameter), flow equalization/diversion facilities, and five wastewater pumping stations. The majority of the system was constructed in the late 1970s and early 1980s.
- Wastewater Treatment: The District's WWTP has a permitted average dry weather flow (ADWF) of 19.5 MGD and a peak wet weather design flow capacity of 31.1 MGD. In 2023, annual average daily flow at the WWTP was 14.3 MGD with a maximum wet weather daily flow of 28.0 MGD. The WWTP was placed in service in 1982.
- Recycled Water: The District's Recycled Water Facility (RWF) was constructed in 2001 and has a permitted capacity of 12.8 MGD with 2023 annual average daily flow and maximum daily flows of 6.5 MGD and 12.3 MGD, respectively.

The treatment process at the District's WWTP consists of screening, grit removal, primary clarification, flow equalization, tower trickling filters, activated sludge, secondary clarification, disinfection, and dechlorination. Prior to disinfection and according to demand, secondary effluent is diverted to the District's RWF where it undergoes treatment through flocculating clarifiers, tertiary filtration, and disinfection prior to distribution for cooling tower make up water at two local Calpine power plants (~90% of the water) or landscape irrigation and other uses within the community. The portion of the recycled water that is used in the power plant cooling towers (blowdown) is returned to the WWTP and combined with secondary effluent just upstream of the disinfection process. Treated effluent is discharged into New York Slough via a deep-water outfall.

As a nationally-recognized leader and progressive “Utility of the Future,” the District is firmly committed to organizational excellence, exemplary regulatory compliance, resource recovery, innovative approaches, sustainable solutions, and community engagement. In achieving its core mission of protecting public health and the environment, the District is focused on providing effective and reliable services, maintaining reasonable rates, and continuing to serve as responsible stewards of the public’s resources and trust.

### 3 Proposal Schedule

The following key events and dates have been established for the selection of a Consultant(s):

**Table 1 – Project RFLP and Consultant Selection Timeline**

Event	Date
RFLP Issued	June 12, 2024
Deadline to Submit Written Questions	5:00 pm, Jun 28, 2024
Anticipated Deadline for Responses to Questions	Jul 5, 2024
Proposal Submission Deadline	4:00 pm, Jul 12, 2024
Notification of Selection	Jul 19, 2024
Execute Consulting Services Contract	Jul-Aug 2024

Note: All dates are subject to change. District will endeavor to notify Consultants one week in advance of date changes.

### 4 Letter Proposal Submittal

Letter proposals must describe approach, assumptions, and fees that include the following:

- Brief overview of your company and type of services/capabilities your company can provide, including relevant resumes
- Description of your experience and approach to executing the Scope of Work
- References and contact information for three (3) clients for which you have provided similar services
- Current hourly rate schedule for proposed project team/individuals

All letter proposals shall be submitted electronically in a portable document format (pdf) via an e-mail attachment (or file sharing service, if needed) to [thanhv@deltadiablo.org](mailto:thanhv@deltadiablo.org) by the date and time specified in Table 1. Letter proposals received after this deadline will not be considered or reviewed.

### 5 Scope of Work

The following scope of work is conceptual and represents a general outline of the expected services to be provided by the Consultant(s):

CM/I services including design and constructability review, construction administration and change management, construction inspection, materials testing, start-up and commissioning assistance, project controls, environmental compliance monitoring, construction safety, and document control for wastewater collection, conveyance and treatment, and recycled water treatment and distribution projects. The selected Consultants will assist District staff in the implementation and completion of various District projects/tasks on an on-call basis, and may be called upon to provide related

services for a portion of projects at any stage. Selected Consultants may also be called upon to provide other related CM/I services during the term of the contract.

### **5.1 Detailed Description of On-Call Services**

The District may utilize as-needed CM/I services under this contract to support District construction projects within its service area as described below:

- **Design and Constructability Review**
  - Review contract plans and specifications, including constructability review, and provide recommendations needed, if any, to improve the contract documents and project execution.
- **Construction Administration and Change Management**
  - Provide lead CM services including, but not limited to, the management of construction contracts, contract administration activities, and CM support staff.
  - Oversee all aspects of the construction contract, including managing change orders .
  - Provide document control/records management support and project-specific administrative support to project CM field offices. Services include, but are not limited to, the following: maintaining project records, correspondence, and filing systems; ensuring documents are entered into CM document control systems; and, managing administrative functions of field offices; etc.
- **Construction Inspection and Specialty Inspection**
  - QC/QA Inspection
    - Provide inspection services to assure compliance with the quality and functional requirements of the specifications including, but not limited to, general, warranty, and special inspections.
    - Conduct periodic surveillance and inspection of the work, monitor the Contractor's quality processes, and coordinate field sampling and testing for verification of quality results as needed.
    - Prepare daily inspection reports and other quality records, including deficiency and non-conformance notices (NCNs).
    - Assist the RE in planning for and coordinating all QA inspection activities, compiling daily inspection records, reviewing field construction-related submittals, inspecting material and equipment arriving on site, monitoring resolution of quality issues, and leading the Substantial Completion and Final Completion inspections. Anticipated QA inspection needs may include, but are not limited to, the following disciplines: civil/structural/architectural, mechanical, electrical/I&C, geotechnical, welding, coating/corrosion, hazardous materials, etc.
  - Materials Testing
    - Provide management and coordination of special laboratory testing on select suitable samples to assure compliance with quality and functional requirements of the specifications. Materials testing services must be located within 60 miles of any specified District work areas. Proposers may propose more than one firm to provide materials testing services to the various work areas.

- **Project Controls**
  - Provide project controls services including, but not limited to, construction scheduling, cost control, cost estimating, critical path method scheduling, project controls-related support, etc.
- **Environmental Compliance Monitoring**
  - Coordinate with environmental consultant/subconsultant to ensure compliance with all CEQA mitigation measures and resource agency permit conditions as stipulated in the plans, specifications, and other construction-related documents.
- **Testing, Startup, and Commissioning Assistance**
  - Provide services to support the management and documentation of facility testing, startup, and commissioning including required tests, initial operations, and other activities related to providing a complete, operational, and functional Project as required for Substantial Completion. Testing and Startup includes, functional testing, performance testing, pre-commissioning and commissioning activities, manufacturers' services, certification of proper installation, and troubleshooting, checkout, and shakedown activities.
  - Review the construction contractor's Test and Startup Plans and coordinates with District O&M to minimize impacts on existing operating systems and facilities.
  - Coordinate with the construction contractor for vendor equipment training and turnover.

## **6 Selection Process**

The District reserves the right to select up to three (3) highest-ranked Consultants that are qualified to perform the tasks as outlined in Section 5 – Scope of Work.

## **7 Reference Information**

The District is providing the following appendices and background material as links or attachments for use by Consultants in preparing proposals:

Appendix A District Standard Consulting Services Contract (including insurance requirements)

## **8 Contact Information**

All technical questions shall be submitted to: Thanh Vo, Senior Engineer, at [thanhv@deltadiablo.org](mailto:thanhv@deltadiablo.org). Oral statements regarding this RFP by any persons at the District should be considered unverified information unless confirmed in writing.

# **Appendix A**

## **District Standard Consulting Services Contract**



**DELTA DIABLO**  
 2500 Pittsburg-Antioch Highway, Antioch, CA 94509  
**CONSULTING SERVICES CONTRACT**

**PROJECT NAME AND NUMBER:**

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY AN AUTHORIZED DESIGNEE

This Contract ("Contract") is made by and between Delta Diablo ("District") and, ("Consultant"). The parties agree as follows:

CONSULTANT DATA

**Full Business Name:**

**Address:**

**City, State, ZIP:**

**Business Telephone:**

**Business Fax:**                      **Email:**

**Federal Tax Identification Number ("TIN"):**

**Consultant Contact/Title:**

**District Contact/Title:**

**Consultant certifies under penalty of perjury that Consultant is a**

- Sole Proprietor       Corporation       Limited Liability Company       Partnership  
 Nonprofit Corporation       Government Agency       Other [describe:      ]

**CONTRACT TERMS**

**Effective Date:**

**Completion Date:**

**Payment Limit: \$**

**Liquidated Damages: \$                      per day**

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided above by Consultant.

1. Scope of Service. District hereby contracts with Consultant, and Consultant accepts such, to perform the professional services as described in Appendix B (Scope of Services), upon the terms and in consideration of the payments stated herein.
2. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to District in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
3. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance prescribed in Appendix A and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
4. Payment. District shall pay Consultant for professional services performed at the rates shown in Appendix C, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, District shall reimburse those incidental expenses specifically itemized in Appendix C, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the District. In no event may the total amount paid to



Consultant exceed the Payment Limit specified on page 1, **Payment Limit**, without District's prior written approval.

- a. **Billing Statements:** Consultant shall submit billing statements in the manner and form prescribed by the District detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) - (d) below, District will endeavor to pay Consultant within 30 days after receipt of each statement.
  - b. **Documentation:** Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the District whatever additional information is necessary, to enable the District to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
  - c. **Penalty for Late Submission:** If District is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to District a timely billing statement as set forth above, District will not be obligated to pay Consultant for the services included in the late billing statement.
  - d. **Right to Withhold:** District may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
  - e. **Audit Exceptions:** Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay District the full amount of District's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
5. **Extra Work.** Any work or services in addition to the work or services described in the Scope of Services that District deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of District according to the rates or charges listed in Appendix C. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, District has executed a written amendment describing the extra work and payment terms in accordance with Section 25. **Amendments.**
6. **Time for Completion.** Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
7. **Termination by District.** At its option, District may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement, and District shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.
8. **Abandonment by Consultant.** If 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. District shall pay Consultant the amount it determines to be 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.





9. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District. Consultant shall retain, and make available to District in accordance with Section 10. Record Retention and Auditing, 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.
10. Record Retention and Auditing. Except for materials and records delivered to District, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by District, Consultant shall promptly make such materials and records available to District, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the District, at no additional charge and without restriction or limitation on their use.
11. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits District provides to its employees. In the event that District exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
12. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and time frame set forth in the Scope of Services or otherwise breaches this Agreement, District may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
13. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
14. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the District's written consent to such subcontracting prior to execution of this Agreement. The District may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
15. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to District, and, where appropriate, indicate his or her registration number.
16. Works Made for Hire. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for District, and Consultant unconditionally and irrevocably transfers and assigns to District all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without District's prior express written consent. If any of the works made for

hire is subject to copyright protection, District reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, District reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

17. **Indemnification.** Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless District, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by District, Consultant shall defend any such suits at its sole cost and expense. If District elects to provide its own defense, Consultant shall reimburse District for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of District or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, District for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
18. **Endorsements.** Consultant may not, in its capacity as a Consultant with District, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of District's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of District's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of District. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to District's governing body or its officers, or to others who may be authorized by District's governing body or by law to receive such views.
19. **Project Personnel.** Consultant may only make changes in project personnel and authorized subconsultants with the District's prior written consent, and Consultant shall notify the District in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
20. **Inspection.** Authorized representatives of District, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement.
21. **Conflicts of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by District, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the District and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the District. Consultant covenants that Consultant, its employees and officials, are not now employed by District and have not been so employed by District within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold District harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts of interest.



22. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by District. Under a new contract following expiration or termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.
23. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed, and will remain licensed in good standing at all times during the term of this Agreement, as one of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
24. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to District to the District. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to District is the date of receipt by the District.
25. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
26. Disputes. Disagreements between District and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the District or in accordance with the applicable procedures (if any) required by state or federal government.
27. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
28. No Implied Waiver. No waiver of any provision of this Agreement by District is valid unless it is in writing and signed by District. Waiver by District at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of District, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 26. Disputes above, inspections, approvals or statements by any officer, agent or employee of District indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent District from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
29. Successors and Assigns. Subject to Section 14. Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
30. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
31. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings,

captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.

- 32. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.
- 33. Entire Agreement. This Agreement, together with all of the attachments listed below under Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supersedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
- 34. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

Attachments: Appendix A - Insurance Requirements for Consultant  
Appendix B - Scope of Work  
Appendix C - Rate Schedule

**I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHMENTS AND EXHIBITS, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONSULTANT**

\_\_\_\_\_  
Signature #1

\_\_\_\_\_  
Consultant Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature #2

\_\_\_\_\_  
Consultant Printed Name and Title

\_\_\_\_\_  
Date

**DISTRICT**

\_\_\_\_\_  
Vincent P. De Lange  
General Manager

\_\_\_\_\_  
Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).



## APPENDIX A

### INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the District, and the District has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect. Consultant shall, at no cost to the District, obtain and maintain, for the duration of the contract, the following policies of insurance:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- C. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- D. **Worker's Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."*

**Certificate of Insurance:** Prior to the effective date of this Agreement, Consultant shall furnish to the District certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to the District of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the District.

**Warranty:** Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.



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