REQUEST FOR QUALIFICATIONS/ PROPOSALS (RFQ/ P)

FOR

HYDROLOGIC DATA ACQUISITION AND MANAGEMENT IN EASTERN ALAMEDA COUNTY

ISSUED ON: OCTOBER 28, 2019

FLOOD CONTROL ENGINEERING

Contact Person: Jeff Tang, P.E. - Associate Civil Engineer
Phone: (925) 454-5075
E-mail: jtang@zone7water.com*

*Any questions about the RFQ/ P should be directed to the Project Engineer, Jeff Tang, via email.

The deadline for submission of questions/comments on the RFQ/ P is November 6, 2019, no later than 3:00 PM, PST

RFQ/P Addenda/Clarifications to be posted, as necessary on November 8, 2019 at: https://www.zone7water.com/business/construction-business-opportunities

Proposal Due Date: Monday, November 18, 2019
Time: No later than 3:00 PM PST
Delivery Address: Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551

Proposals received and time-stamped by Zone 7 after 3:00 PM PST on November 18, 2019, will not be accepted and will be returned to the Proposers unopened.
**Mission Statement:**
Zone 7 Water Agency is committed to providing a reliable supply of high quality water and an effective flood control system to the Livermore-Amador Valley. In fulfilling our present and future commitments to the community, we will develop and manage the water resources in a fiscally responsible, innovative, proactive, and environmentally sensitive way.

**Vision Statement:**
To be recognized as the platinum standard water and flood control district in which to live, work and do business by enhancing the quality of life, economic vitality and environmental health of the communities we serve.

**Values:**
1. **OPEN AND TRANSPARENT** - The Board's meetings and communications shall be open and public, except when the Brown Act authorizes otherwise.
2. **CUSTOMER SERVICE** - Our commitment to the community requires prompt, respectful and courteous relations with our customers, both internal and external, as well as pursuing community partnerships and collaboration with other area public agencies when beneficial to the public.
3. **INTEGRITY** - We practice the highest ethical standards and maintain open, honest communications at all levels of the organization at all times.
4. **FISCALLY RESPONSIBLE** - We will operate in a productive, cost effective, transparent and efficient manner to ensure sound financial stability.
5. **ENVIRONMENTALLY SENSITIVE** - In carrying out our mission, we are dedicated to preserving and enhancing the environment while complying with regulations.
6. **INNOVATIVE/PROACTIVE** - We encourage innovation, creativity and ingenuity; seeking constant improvement; and keeping up with the latest economical technologies and management practices.
7. **SAFETY** - We are committed to public and employee safety to maintain a healthy work environment. We work safely and provide safe products and services.
8. **EMPLOYEE DEVELOPMENT** - We foster a respect for diversity, equality, a spirit of performance-based accountability and productivity along with personal and professional growth for all team members so as to achieve excellence through the collective energy that comes from a work environment where each employee can flourish and succeed to their highest potential.
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I. GENERAL INFORMATION

A. Introduction

Zone 7 of the Alameda County Flood Control and Water Conservation District (Zone 7) is a dependent special district of Alameda County with an independently-elected Board of Directors. Zone 7 provides regional flood protection services within the Alameda Creek Watershed of Eastern Alameda County, including the Cities of Dublin, Livermore, Pleasanton and Sunol; wholesale treated water to residents and business in Dublin, Livermore, Pleasanton and the Dougherty Valley portion of San Ramon; untreated agricultural and irrigation water primarily to local vineyards; and groundwater management services throughout Eastern Alameda County. Zone 7’s revenues come from property taxes, Development Impact Fees, water sales, water connection fees, and miscellaneous other small investments.

This Request for Qualifications/Proposal (RFQ/P) describes the project, the anticipated scope of services and the information that must be included in the proposal submitted.

B. Background

Zone 7 is responsible for planning, designing and constructing flood protection facilities in the Livermore-Amador Valley (Valley) of Eastern Alameda County. To assist with the decision making process for various section tasks, Zone 7 has a hydrologic network of streamflow and rainfall gauges which are used to gather hydrologic data from across the Valley. Zone 7 operates, maintains, and monitors an existing hydrologic network of 16 sites, which includes eight (8) streamflow gauges, two (2) rainfall gauges, and six (6) combination streamflow/rainfall gauges, that are capable of logging streamflow water level data and rainfall amounts at 15-minute intervals. In addition, Zone 7 also monitors various non-Zone 7-owned streamflow gauges, including five (5) USGS streamflow gauges, as well as other rainfall gauging sites that provide daily rainfall data, to correlate with Zone 7’s collected hydrologic data. FIGURE 1 (on Page 2) depicts the location of Zone 7’s existing (and proposed future) streamflow and rainfall gauging stations that are monitored presently through our Storm Central web page (https://stormcentral.waterlog.com/public/Zone7). Also depicted are the three “immediate gauging need” station locations that are proposed to be installed upon contract approval.
FIGURE 1 – Location of Existing/Future Zone 7 Streamflow and Rainfall Gauges
II. STATEMENT OF WORK AND SCOPE OF SERVICES

A. Objective

Zone 7 strives to provide the Valley with an effective flood control system. To do so, Zone 7 must be able to monitor its facilities. Monitoring is done by both in-person inspections and remote access of streamflow and rainfall gauging stations. Zone 7 is in the process of creating an early storm/flood warning system that will enable staff to identify potential storm impacts across the Valley, as well as provide updates to the Public, all in real-time. Zone 7 desires to expand its existing hydrologic network, but presently lacks the necessary resources to: 1) keep up with all of the operations, maintenance, and monitoring of recently installed stations; 2) modify existing station setups; and 3) addressing the installation, operation, maintenance, monitoring, and establishment of ratings curves for any future stations proposed.

B. Project Description

Zone 7 is seeking a consultant firm that has the in-house staff available to operate and maintain a portion of Zone 7’s hydrologic monitoring system, with expertise and experiences in:

- Installation and modification of streamflow and/or rainfall gauging stations and their associated equipment;
- Operating, maintaining, and monitoring hydrologic data acquisition equipment;
- Establishing and maintaining constant connectivity between hydrologic monitoring equipment and computer servers;
- Performing streamflow measurements during storms events and developing rating curves for the assigned streamflow gauges;
- Maintaining and/or modifying database systems for hydrologic data management; and
- Performing QA/QC of acquired data and preparing associated reports.

The selected Consultant, in coordination with Zone 7 staff, will be installing, maintaining, operating, and monitoring, a select number streamflow and rainfall gauging stations in Eastern Alameda County for Zone 7, and store and manage the hydrologic data derived from the monitoring network, presently at Zone 7’s office due to license limitations. The selected Consultant will be expected to follow Zone 7 protocol when installing, maintaining, operating, and monitoring the streamflow and rainfall gauging stations within Zone 7’s hydrologic network, to maintain consistency, and to address issues as soon as possible.

Initially, Consultant will be tasked with the installation of three (3) new streamflow and/or rainfall gauging stations. A total of eight (8) hydrologic monitoring stations,
including two (2) of the three new stations, along with six (6) existing stations, would be assigned to the Consultant to manage, maintain, operate, and monitor. Five (5) of the streamflow gauging stations assigned require the establishment of ratings curves, which would require multiple streamflow measurements during high storm events. Consultant may be asked to install one (1) to two (2) hydrologic monitoring stations in subsequent Fiscal Years (July 1 to June 30), which will also require assuming the management, maintenance, operations, monitoring, and establishment of a ratings curve for each new station.

The hydrologic data recorded at the monitoring sites are currently transmitted to Storm Central, a web-based data repository for short-term storage and display via the website: https://stormcentral.waterlog.com/public/Zone7. The hydrologic data from the selected streamflow and rainfall gauging sites will be ultimately downloaded directly from the field recorders, at the end of the Water Year, to Zone 7’s AQUARIUS, a time-series water data management software used to manage, analyze, and store raw hydrologic data.

Zone 7 expects that the Consultant will use its experience and knowledge to make recommendations and refine the draft Scope of Work needed to satisfy Zone 7’s objectives for the project.

C. Scope of Work

The Scope of Work for the project is detailed in Exhibit A. Exhibit B depicts the initial eight (8) hydrologic monitoring stations to be operated, maintained, and monitored by the Consultant.

D. Time of Services/Project Schedule

Zone 7 intends to enter into an initial three (3) year contract with the Consultant, running from January 2020 to January 2023. The contract may be extendable for up to two (2) additional years, at the sole discretion of Zone 7.

The main tasks of the Scope of Work are expected to be performed throughout each Water Year (between October 1 to September 30). The processing of the data will take place during the beginning of each subsequent Water Year, with an end of year summary provided at the end of October.

Zone 7 has immediate plans to begin installation of three (3) new hydrologic monitoring stations upon contract execution and weather permitting beginning January 2020. Any future streamflow/rainfall gauging station installations will be determined based on need and opportunities; tentatively, an additional one (1) to two (2) hydrologic monitoring stations are proposed to be installed each subsequent Fiscal Year, with the expectation that the Consultant will be responsible for all
aspects of the installation, management, maintenance, operation, monitoring, and ratings curve. The monitoring, maintenance, and operation of the existing streamflow and rainfall gauges that are assigned to the Consultant, will begin upon contract acceptance and approval.

III. INSTRUCTIONS TO CONSULTANTS

A. Consultant Requirements and Minimum Qualifications

Consultants responding to this RFQ/P, including all key in-house personnel to be assigned to this project, shall be regularly and continuously engaged in the business/duties of hydrologic data acquisition and management of streamflow and rainfall gauging equipment such as described herein, - including all associated and necessary disciplines and services - for at least five (5) consecutive years within the last decade.

Consultant shall provide references of similar hydrologic data acquisition installations and management responsibilities with other local public agencies, with a minimum of three (3) years of continuous service as the lead consultant with that reference agency during the past five (5) years.

Consultants responding to this RFQ/P shall assign all project tasks to qualified in-house personnel, with additional outside support, only as necessary, available for potential additional streamflow measurements during wet events. Zone 7 shall, throughout the life of the contract, have the right of reasonable rejection and approval of personnel assigned to the work by the Consultant. If Zone 7 reasonably rejects personnel at its sole discretion, the Consultant must provide replacement personnel satisfactory to Zone 7 in a timely manner and at no additional cost to Zone 7.

Consultants proposing to provide the service of measuring streamflow at selected streamflow gauges to establish a ratings curve, shall possess the necessary streamflow measuring equipment to verify recorded hydrologic data, including, but not limited to, streamflow measuring equipment such as an Acoustic Doppler Current Profiler (ADCP) for large channel cross-sections without bridge access, at no additional cost to Zone 7. Zone 7 will incur necessary costs for any additional streamflow measurements requested, that are not related to the streamflow gauges being serviced by the Consultant as part of the contract. Consultant shall provide list of measuring equipment as part of the proposal that will be readily available at the contract award time.

Since performing streamflow measurement during storm events can be hazardous, Consultants must provide copies of safety training records, personnel safety standard
operating procedures (SOP) manuals, and all other relevant documents supporting all personnel whom are currently safety-trained and able to perform tasks professionally.

Consultant shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFQ/P. Proof of a current and valid registration with the Department of Industrial Relations must be submitted as part of the proposal.

Consultant shall provide a brief Statement of Qualifications in the Letter of Transmittal as part of the proposal, addressing how they meet the above requirements of the RFQ/P.

B. Zone 7 Contacts

The Project Engineer for this RFQ/P is Jeff Tang (jtang@zone7water.com). The Water Resources Technician responsible for all existing Zone 7 hydrologic monitoring stations is Ryan Gromer (rgromer@zone7water.com).

A non-mandatory Consultant video conference call will be made available on November 5, 2019 at 1:00pm, to provide background on Zone 7’s existing hydrologic monitoring station network. Email the Project Engineer before November 5 for further details. The deadline for submission of questions/comments on the RFQ/P is November 6, 2019 at 3:00pm. All correspondence should be directed to the Project Engineer.

C. Calendar of Events

The initial RFQ/P schedule is shown in the table below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Request for Qualifications/Proposals Issued</td>
<td>October 28, 2019</td>
</tr>
<tr>
<td>Non-Mandatory Consultant Video Conference Call (Email <a href="mailto:jtang@zone7water.com">jtang@zone7water.com</a> for details)</td>
<td>November 5, 2019, 1:00 PM</td>
</tr>
<tr>
<td>Deadline for submission of questions/comments on RFQ/P to <a href="mailto:jtang@zone7water.com">jtang@zone7water.com</a></td>
<td>November 6, 2019 by 3:00 PM</td>
</tr>
<tr>
<td>RFQ/P Addendum/Clarifications (as necessary) will be posted at: <a href="http://www.zone7water.com/business/construction-business-opportunities">http://www.zone7water.com/business/construction-business-opportunities</a></td>
<td>November 8, 2019</td>
</tr>
<tr>
<td>Deadline for Submittal of Proposals</td>
<td>November 18, 2019 by 3:00 PM</td>
</tr>
<tr>
<td>Presentation/interview (if necessary)</td>
<td>December 3, 2019 (AM)</td>
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<tr>
<td>Zone 7 Board Approval</td>
<td>December 18, 2019</td>
</tr>
<tr>
<td>Tentative Contract Start Date</td>
<td>January 6, 2020</td>
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D. RFQ/P Content and Submittal Instructions

Please keep your response submission, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant’s capabilities.

The response should be organized in the following manner:

1. **Letter of Transmittal.** Responses shall include a brief description of Consultant’s capabilities and approach in providing its services to Zone 7 and provide a brief synopsis of the highlights of the response and overall benefits of the response to Zone 7. Consultants should provide brief Statement of Qualifications and explain its understanding and basic project approach. This synopsis should not exceed three (3) pages in length and should be easily understood.

2. The response to the RFQ/P shall include the following information:

   a. **Title Page.** Show the RFQ/P subject, the name of the Consultant’s firm, address, telephone number, name of the contact person and their email address, and the date.

   b. **Table of Contents.** Response shall include a table of contents listing the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.

   c. **Project Understanding.** Consultant should demonstrate a clear understanding of the project, including an understanding of Zone 7’s goals and objectives for this work.

   d. **Description of the Team.** Response must identify prime consultant, sub-consultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and ow the individual entities will be managed by the prime consultant. Responses should include the years of experience in the field of hydrologic data acquisition and management, and general skills that can be provided by personnel.
e. **Relevant Experience and Expertise of Key Personnel.** Responses shall include a complete list of all key personnel who will provide services on the project. For each person on the list, the following information shall be included:

1. The person's relationship with Consultant, including job title, years of employment with Consultant, and total years of applicable employment.
2. Brief one-paragraph description of expertise and experience.
3. The role that the person will play on the project.
4. Address, telephone number, and e-mail address.
5. Person's educational background.
6. Person's relevant experience, certifications, and/or merits.
7. Resume, as an appendix item.

e. **Team Experience.** Responses shall include a detailed explanation of relevant project experience including descriptions of similar project work.

Specifically, this description should address, through relevant previous project examples, the consultant's qualifications in the following areas:

1. Project management;
2. Reconnaissance, inventory, and planning;
3. Installation of streamflow and rainfall gauges;
4. Maintenance and operation for streamflow and rainfall gauges;
5. Streamflow measurement and development of rating curves and other similar hydrologic analyses; and
6. Data management.

g. **Project Approach and Work Plan.** This section should include a full description of the work elements and the proposed methodology the Consultant proposes to satisfy Zone 7's objectives. "Exhibit A: Scope of Work," offers a framework to performing this project and outlines the minimum number of tasks.

The work description should be detailed to a sufficient level (work elements, sub elements, etc.) to show a clear understanding of the precise work required to meet project goals. Provide a detailed description covering all the discussed requirements in Tasks 1 through 7 of the Scope of Work.
Identify other activities that you propose to implement in support of the required tasks. Describe any changes that you would make to the work scope. Discuss the reasons for any changes made to the scope of work as outlined in Appendix A. Identify all tasks or activities that would be fully supported by your organization and those that would require assistance from Zone 7.

The description of project approach should:

(1) Discuss how the team will meet or exceed the requirements of Zone 7;
(2) Explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to Zone 7; and
(3) Identify any limitations or restrictions of Consultant in providing the services that Zone 7 should be aware of in evaluating Consultant’s response to the RFQ/P.

h. **Project Delivery Schedule.** Include a Microsoft Project Gantt chart or equivalent scheduling tool, showing the work elements and sub-elements with major milestones, based on the assumption that the consultant will begin work performing hydrologic data acquisition and management immediately on or about January 6, 2020.

i. **Management Plan.** This section should describe the Consultant’s approach to managing the work. If the proposal is a team effort, the allocation of the work to the team members should be indicated.

j. **Cost Proposal and Fees.** Consultant must provide an estimate to complete the scope described above as well as a current fee schedule, on company letterhead and sealed in a separate envelope. The cost proposal should identify over the potential five-year period: 1) the initial costs for the first year; 2) the succeeding annual costs; and 3) the total additional costs necessary for each type of new hydrologic monitoring station to be assumed by the Consultant.

3. **Exhibits/Attachments.** Consultants shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. The content and sequence for each required document shall be as follows:

   a. Exhibit A: Scope of Work (*for information*)
b. Exhibit B: Proposed Hydrologic Monitoring Stations to be Monitored by Consultant (for information)

c. Exhibit C: Sample Professional Services Agreement (for information)

d. Exhibit D: RFQ/P Response Packet – Required Documentation

(1) Exhibit 1-Attachment (a) Consultant Information and Acceptance
(2) Exhibit 1-Attachment (b) References
(3) Exhibit 1-Attachment (c) Exceptions, Clarifications, Amendments
(4) Exhibit 1-Attachment (d) Debarment & Suspension Form
(5) Exhibit 1-Attachment (e) Public Works Contractor Registration & Prevailing Wage Monitoring Program

4. **Submittals.** All Proposals shall be submitted to:

Zone 7 Water Agency  
100 N. Canyons Parkway  
Livermore, CA 94551

Zone 7 Administrative staff at the front desk will receive and time-stamp the receipt of each proposal. Proposals must be delivered and received no later than three o'clock (3:00 pm) in the afternoon, PST, on November 18, 2019. Proposals received after this time will not be accepted and will be returned to the Proposers unopened.

The Proposer shall submit the complete proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as "RFQ/P FOR HYDROLOGIC DATA ACQUISITION AND MANAGEMENT IN EASTERN ALAMEDA COUNTY" The envelope shall include:

- One (1) Letter of Transmittal;
- Five (5) hard copies of its Proposal; and
- One (1) hard copy of the cost proposal, including rate schedule, in a sealed envelope.

The “Cost Proposal” shall be provided in a separate sealed envelope within the main envelope. A PDF version of the Proposal and the Cost Estimate (separate files) shall also be provided on a CD/USB Flash Drive and included in the submission. Should there be a discrepancy between the hard copy of the cost proposal and the electronic file submitted, the hard copy of the cost proposal shall serve as the Consultant's official cost proposal, while also incurring an automatic deduction of ten (10) points as part of the evaluation.
If there are any questions or comments received, an RFQ/P Addenda/Clarifications will be posted, as necessary on November 8, 2019 at: [http://www.zone7water.com/business/construction-business-opportunities](http://www.zone7water.com/business/construction-business-opportunities)

5. **Evaluation Criteria/ Selection Committee.** All responses that pass the initial evaluation criteria identified as a pass/fail item in the Evaluation Criteria table below will be evaluated by a Consultant Review Board (CRB). The CRB may be composed of Zone 7 staff and other parties that may have associated expertise or experience. The CRB will review and rank the submittals to create a shortlist of up to three (3) Consultants that may be invited to participate in an oral presentation and interview. By submitting a proposal, Consultant is acknowledging that they will be available to attend an in-house interview to be held on the morning of December 3, 2019 with Zone 7; no exceptions will be made. It is expected that approximately 60 minutes will be allowed for each oral interview and questions and answers, should interviews be required. Each Consultant's Project Manager must lead the presentation before the CRB. Proposers should also be aware that award may be made without interviews or further discussion.

All contacts during the evaluation phase shall be through Zone 7’s contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant to contact and/or influence members of the CRB may result in disqualification of Consultant.

Consultants should bear in mind that any response that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Zone 7’s requirements as set forth in this RFQ/P.

Each of the evaluation criteria below will be used in ranking and determining the quality of the responses. Responses will be evaluated according to each Evaluation Criteria, and scored on the zero to ten-point scale. The scores for all evaluation criteria will then be added, according to their assigned weight to arrive at a weighted score for each response. A response with a high weighted total will be deemed of higher quality than a response with a lesser-weighted total.
INITIAL CRITERIA

1. **Completeness of Response:** Responses must be complete. Responses that do not include the RFQ/P content requirements and subsequent Attachments and do not address each of the items listed in Exhibit A will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up by the Consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

   

2. **Debarment and Suspension:** Consultant, its principals, and named subconsultants are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov. Certification form attached hereto as Exhibit D must be completed and signed.


<table>
<thead>
<tr>
<th>EVALUATION CRITERIA - STATEMENT OF QUALIFICATIONS &amp; PROPOSAL RESPONSE</th>
<th>Weight Factor</th>
<th>Max. Rating</th>
<th>Max. Score</th>
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<tbody>
<tr>
<td>1. <strong>Project Understanding:</strong> has Consultant demonstrated a thorough understanding of Zone 7’s goals, and the purpose and scope of the project?</td>
<td>1.0</td>
<td>10</td>
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<td>2. <strong>Description of the Team</strong></td>
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<tr>
<td>a. How well has the consultant demonstrated that it has organized the project team to satisfy Zone 7’s goals for the project?</td>
<td>1.0</td>
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<td>b. Has the Consultant included the appropriate type and level of expertise needed to execute the project?</td>
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<td>3. <strong>Relevant Experience and Expertise of Key Personnel:</strong> Responses will be evaluated against the RFQ/P specifications and the questions below:</td>
<td>2.0</td>
<td>10</td>
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<tr>
<td>a. Has the staff been engaged in relevant projects and services as outlined in Section II.B.?</td>
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<td>b. Do the individuals assigned to the project have appropriate licenses and certifications and demonstrated expertise and relevant experience on similar projects?</td>
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<td>c. How extensive is the applicable education and experience of the personnel designated to work on the project?</td>
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<td><strong>Team Experience:</strong></td>
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<td>4.</td>
<td>In each skill area described below, an evaluation will be made of the demonstrated relevancy of experience on similar projects associated with the required scope of services:</td>
<td>2.0 10 20</td>
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<tr>
<td></td>
<td>a. Project management.</td>
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<td></td>
<td>b. Reconnaissance, inventory, and planning.</td>
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<td></td>
<td>c. Maintenance and operation of rain gauges and flow gauges.</td>
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<td></td>
<td>d. Flow measurement and development of rating curves.</td>
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<tr>
<td></td>
<td>e. Data management.</td>
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</table>

|   | **Project Approach and Work Plan:** |   |
|5. | In each skill area described below, an evaluation will be made of the probability of success and risks associated with the proposal: | 2.0 10 20 |
|   | a. Methodology proposed to satisfy Zone 7 objectives. |   |
|   | b. Clear understanding of work required. |   |
|   | c. Detailed description of all requirements in Tasks 1-6. |   |
|   | d. All tasks and activities clearly identified and supported. |   |
|   | e. Quality data delivered to Zone 7’s specifications and expectations. |   |

|   | **Project Delivery Schedule:** |   |
|6. | a) Has the consultant provided a clear and itemized description of deliverables and when each will be provided to Zone 7? | 1.0 10 10 |
|   | b) Will the proposed schedule of tasks enable Consultant to deliver quality hydrologic data within Zone 7’s specifications? |   |

|   | **Management Plan:** |   |
|7. | Proposals will be evaluated against the questions below: | 1.0 10 10 |
|   | a. Is the management approach, including roles of prime consultant and subconsultants, and any other team members, clearly explained? |   |
|   | b. Is the work assignment structure, including work elements and sub elements performed by consultant and subconsultants clearly explained? |   |
|   | c. Is it clear that consultant has the capacity to perform the work? |   |
|   | d. Does the proposal include a description of subconsultant supervision strategy? |   |
|   | e. Does consultant provide an overview of quality assurance and quality control procedures with sufficient detail that Zone 7 can evaluate how the consultant will meet or exceed Zone 7’s expectations on this project? |   |

|   | **Maximum SOQ and Proposal Evaluation Score** | 100 |
All Consultants who submit a proposal will be notified of the shortlisted Consultants, though the preliminary scores at that time will not be communicated to Consultants.

The cost proposals of the shortlisted Consultants will be evaluated and ranked according to their total estimated cost of services over the potential five-year total contract period. Response scores of the shortlisted Consultants will be combined with the cost proposal ranking and the Consultant's interview score (if interviews are conducted), for a total overall evaluation score. The Consultant with the highest final score will be invited to negotiate a contract with Zone 7 for the professional services described herein.

E. **Contract Award.** The CRB will recommend award to the Consultant who achieves the highest overall score. Overall scores are determined by adding the proposal evaluation score, and, if necessary, the oral presentation/interview score.

F. **Contract Evaluation and Assessment.** During the initial sixty (60) day period of any contract that may be awarded to Consultant, the CRB and/or other persons designated by Zone 7 will meet with the Consultant to evaluate the services provided thus far, to identify any issues or potential problems.
Zone 7 reserves the right to determine, at its sole discretion, whether:

1. Consultant has complied with all terms of this RFQ/P; and
2. Any problems or potential problems with the proposed services that make it unlikely (even with possible modifications) that such services have met Zone 7 requirements.

If, as a result of such determination, Zone 7 concludes that it is not satisfied with Consultant, Consultant’s performance under any awarded contract and/or Consultant’s services as contracted for therein, the Consultant will be notified of contract termination effective forty-five (45) days following notice. No claim for loss of anticipated profit may be filed. Consultant shall be responsible for returning Zone 7 property at no charge to Zone 7. Zone 7 will have the right to invite the next highest ranked consultant to enter into a contract. Zone 7 also reserves the right to re-procure this project if it is determined to be in its best interest to do so.

G. Notice of Intent to Award. At the conclusion of the evaluation process, all consultants will be notified in writing by e-mail of the contract award recommendation, if any, by Zone 7. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

1. The name of the consultant being recommended for contract award; and
2. The names of all other parties that submitted proposals.

At the conclusion of the evaluation process and negotiations, debriefings for unsuccessful consultants may be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful consultant’s response. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful consultant.

H. Term/ Termination/ Extension.

1. The term of the contract, which may be awarded pursuant to this RFQ/P, will be three (3) years, unless amended.

2. Zone 7 has and reserves the right to suspend, terminate or abandon the execution of any work by the Consultant without cause at any time upon giving to the Consultant prior written notice. In the event that Zone 7 should abandon, terminate or suspend the Consultant’s work, the Consultant shall be entitled to negotiate its payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Zone 7
may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Consultant. In the event of termination with cause, Zone 7 reserves the right to seek any and all damages from the Consultant. In the event of such termination with or without cause, Zone 7 reserves the right to invite the next highest ranked consultant to enter into a contract or re-procure the project if it is determined to be in its best interest to do so.

3. Zone 7 may, at its sole option, terminate any contract that may be awarded as a result of this RFQ/P at any time, for reason of non-appropriation of funds. In such event, Zone 7 will give Consultant at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, Zone 7 will return any associated equipment to the Consultant in good working order, reasonable wear and tear excepted, and vice-versa.

4. By mutual agreement, any contract which may be awarded pursuant to this RFQ/P, may be extended for up to two additional year terms at agreed prices with all other terms and conditions remaining the same, dependent on Consultant’s historic performance.

I. Procurement Protest/Appeals Process. Zone 7 prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Consultants wish to protest the procurement process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by Zone 7.

1. Any protest by any Consultant to any part of the procurement process, must be submitted in writing to:

   Jeff Tang, Project Engineer
   100 N. Canyons Parkway
   Livermore, CA  94551

before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Consultant. A protest received after 5:00 p.m. is considered received as of the next business day.

   a. The protest must contain a complete statement of the reasons and facts for the protest.
b. The protest must refer to the specific portions of all documents that form the basis for the protest.

c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.

d. Zone 7 will transmit a copy of the protest to all Consultants as soon as possible after receipt of the protest.

2. Upon receipt of the written protest, the Project Engineer or designee will review and evaluate the protest and issue a written decision. The Project Engineer, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Consultant and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to a Zone 7 Board of Directors meeting date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Directors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Consultants affected by the decision. As used in this paragraph, a Consultant is affected by the decision on a protest if a decision on the protest could have resulted in the Consultant not being the apparent successful Consultant on the procurement.

3. The decision of the Project Engineer on the protest may be appealed to the Assistant General Manager, Finance located at 100 N. Canyons Pkwy., Livermore, CA 94551, unless it is determined that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by Zone 7 will be performed by the alternate. The Consultant whose proposal is the subject of the protest, all Consultants affected by the Project Engineer’s decision on the protest, and the protestor have the right to appeal if not satisfied with the Project Engineer’s decision. All appeals to the Assistant General Manager, Finance shall be in writing and submitted within five (5) business days following the issuance of the decision by the Project Engineer, not the date received by the Consultant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Project Engineer shall not be considered under any circumstances by Zone 7.

a. The appeal shall specify the decision being appealed an all the facts and circumstances relied upon in support of the appeal.
b. In reviewing protest appeals, Zone 7 will not re-judge the consultant submission. The appeal to Zone 7 shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFQ/P or, where appropriate, County contracting policies or other laws and regulations.

c. The appeal to the Assistant General Manager, Finance also shall be limited to the grounds raised in the original protest and the decision by the Project Engineer. As such, a Consultant is prohibited from stating new grounds for the protest in its appeal. The Assistant General Manager, Finance shall only review the materials and conclusions reached by the Project Engineer or department designee and will determine whether to uphold or overturn the protest decision.

d. The Assistant General Manager, Finance may overturn the results of a RFQ/P process for ethical violations by Zone 7 staff, Zone 7 Consultant Review Board, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating Agency staff are doing so as staff of Zone 7.

e. The decision of the Assistant General Manager, Finance is the final step of the appeal process. A copy of the decision of the Assistant General Manager, Finance will be furnished to the protestor, the Consultant whose response is the subject of the protest, and all Consultants affected by the decision.

f. Zone 7 will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Zone 7 Board of Directors.

The procedures and time limits set forth in this paragraph are mandatory and are each Consultant’s sole and exclusive remedy in the event of protest. A Consultant’s failure to timely complete both the protest and the appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.
IV. TERMS AND CONDITIONS

A. Other Provisions

1. Zone 7 reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ/P or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of Zone 7.

2. Zone 7 reserves the right to award a contract or contracts on parts of or the entire Scope of Work to a single or multiple Consultants.

3. Zone 7 has the right to decline to award a contract or any part thereof for any reason.

4. Any proposals/bids that contain false or misleading information may be disqualified by Zone 7.

5. Contract requires Zone 7 Board of Directors approval.

6. A contract may be negotiated, finalized, and signed by the recommended awardee prior to Board approval, but it is not required. A contract will need to have been finalized and signed before any work can begin.

7. The RFQ/P specifications, terms, conditions and exhibits, RFQ/P Addenda and Consultant’s response may be incorporated into and made part of any contract that may be awarded as a result of this procurement.

8. Prevailing Wage and Department of Industrial Relations Registration

   a. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq. Consultant shall pay to persons performing labor in and about Work provided for in the contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State...
b. Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract. Department of Industrial Relations Registration: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

   To register with the Department of Industrial Relations, go to https://efiling.dir.ca.gov/PWCR/displayPWCRForm.html

9. Invoicing

   a. Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.

   b. Zone 7 will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.

   c. Zone 7 shall notify Consultant of any adjustments required to invoice.

   d. Invoices shall contain Zone 7 Purchase Order (PO) number, invoice number, remit to address and an itemized services description and price as quoted and shall be accompanied by acceptable proof of delivery.

   e. Consultant shall utilize standardized invoice upon request.

   f. Invoices shall only be issued by the Consultant who is awarded a contract.

   g. Payments will be issued to an invoices must be received from the same Consultant whose name is specified on the POs.

   h. Zone 7 will pay Consultant monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.
10. Account Manager/Support Staff

   a. Consultant shall provide a dedicated competent account manager who shall be responsible for Zone 7 account/contract. The account manager shall receive all orders from Zone 7 and shall be the primary contact for all issues regarding Consultant’s response to this RFQ/P.

   b. Consultant shall also provide adequate, competent support staff that shall be able to service Zone 7 during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

   c. Consultant account manager shall be familiar with Zone 7 requirements and standards and work with Zone 7 to ensure that established standards are adhered to.

   d. Consultant account manager shall keep Zone 7 informed of requests from departments as required.

B. Debarment and Suspension Policy

   In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each consultant will be screened at the time of response.

   http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm
V. ATTACHMENTS
Exhibit A: Scope of Work

The Scope of Work should include the following tasks to be addressed:

1. **Project Management**- Consultant will establish a strategy, budget, and schedule to meet Zone 7’s goals, and manage the work to deliver the project in a manner acceptable to Zone 7. Activities will include, but are not limited to:

   a) Conduct a kick-off meeting with Zone 7 staff to discuss Zone 7 goals, objectives, and concerns pertaining to the hydrologic data acquisition and management tasks;
   
   b) Prepare and regularly update a project schedule (Microsoft Project) at a sufficient level of detail to show a clear understanding of the work required to meet the project goals, objectives, and delivery time. The schedule shall show the interdependencies among tasks and interim and final milestones for project completion;
   
   c) Regularly communicate and coordinate with Zone 7 staff. Consultant shall schedule, attend, and conduct meetings with Zone 7 staff and others to discuss issues relevant to the project(s). Consultant shall prepare presentation materials (slides, handouts, maps, charts, etc.) for use in meetings with Zone 7 and others, as applicable. Consultant shall record meeting minutes, including issues discussed and agreements made;
   
   d) Coordinate the project team, including staff and subconsultant firms, and manage all work to satisfy Zone 7 goals;
   
   e) Monitor all project activities and implement quality assurance and quality control protocols and standards to ensure that Zone 7’s quality goals are met;
   
   f) Assemble and maintain project files that include all documentation and data resulting from or related to Consultant’s services for the project, including, but not limited to, field notes, related data computations, documented assumptions, working drawings, meeting minutes, all correspondence, digital image and video libraries, etc.

   **Deliverables:** (1) Monthly meetings with minutes, and monthly progress reports with sufficient detail for Zone 7 staff to determine whether the Consultant is performing to expectations and is on schedule and on budget. The monthly progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied. (2) Select project files (related to data computations) in a comprehensive and organized manner at major interim milestones.

2. **Reconnaissance, Inventory, and Planning**- Consultant will become familiar with Zone 7’s goals and objectives for the hydrologic monitoring network, and
will work closely with Zone 7 staff to assess the existing monitoring equipment. Activities will include, but are not limited to:

a) Gather and review existing and available information about the streamflow and rainfall gauging equipment from Zone 7 staff, including the station naming system, location coordinates and maps, types of equipment, operating manuals, familiarizing with both the Storm Central web service and the AQUARIUS Time Series database software, connectivity information, etc;

b) Visit existing and proposed streamflow and rainfall gauging station locations that are to be monitored by Consultant, to become familiar with the sites and equipment. Document and/or confirm, through photographs and notes, the site conditions, type of equipment (make, model, and serial numbers), power source(s), site security, hazards, and any other pertinent site information, such as channel dimensions;

c) Identify, as necessary, any repairs, upgrades, and additions to the existing equipment that may be necessary to make them fully operational, capable of recording the streamflow and rainfall accurately, and establishing and maintaining connectivity with Zone 7's data servers (currently Storm Central);

d) Prepare a Standard Operating Procedure (SOP) on how to carry out installation, monitoring, measuring, and compilation of data, at the direction of Zone 7 staff, during the term of the Contract.

*Deliverables: Streamflow and Rainfall Gauging Stations Inventory to be monitored by Consultant, and SOP on how the work will be carried out during the term of the Contract, with updates as necessary, and at the direction of Zone 7 staff.*

3. **Streamflow and Rainfall Gauging Station Installation**- Consultant will provide hydrologic monitoring station installation support to Zone 7 immediately upon Contract approval, and potentially for future hydrologic monitoring station implementation. Installation support will include, but is not limited to:

a) Installation, in the immediate future, of one of each type of hydrologic monitoring station within Zone 7’s Service Area, utilizing equipment procured by Zone 7 staff and maintenance support to build any necessary equipment concrete pads:
(1) A streamflow gauging station (Highway 84 Bridge, Sunol);

(2) A rainfall gauging station (Dyer Rd, Livermore) with GOES satellite; and
b) Future installation, may include one (1) to two (2) hydrologic monitoring stations to be installed (or modified) per Fiscal Year, on an as needed basis; Zone 7 will limit all installation labor to a maximum of $25,000 per Fiscal Year.

c) Hydrologic monitoring stations installations will/may include, but not limited to, the following equipment, depending on the type of station:

   (1) Solar panel
   (2) Equipment box/shelter
   (3) 26 amp/hr Battery
   (4) WaterLOG H-3401 SDI-12 Tipping Bucket Rain Gauge (rainfall)
   (5) YSI Amazon Bubbler (streamflow)
   (6) OTT PLS Pressure Level Sensor (streamflow)
   (7) OTT FAD 5 Humidity Absorber; used with OTT PLS (streamflow)
   (8) Storm3 Recorder
   (9) Sierra Wireless RV50 4G LTE Modem used in conjunction with Storm 3 recorder
   (10) WaterLOG H-2221-V2 GOES Radio (rainfall); for sites with no cellular coverage
   (11) WaterLOG H-2234-PM GOES Radio Antennae (rainfall)
   (12) Staff Plates (streamflow)
   (13) Crest-stage Gauge (streamflow)
   (14) Water Temp Gauge (streamflow); built into OTT PLS
   (15) Protech Voltage Regulator
   (16) WaterLOG Nile Radar Sensor (streamflow)
d) Streamflow gauging stations will have Engineering Levels run to a new station to establish elevations of benchmarks, reference points (for setting Outside Staff Plates), crest stage gauge pin elevations, and control elevations (i.e. Gauge Height of Zero Flow). Engineering Levels are performed out to a precision of .001 ft.

e) Consultant will provide capable installer(s) able to setup all necessary equipment and power, per direction of Zone 7 staff. Zone 7 will procure all hydrologic equipment, and will assist, as much as possible, with local procurement of necessary accessories and supplies such as, but not limited to: equipment box/shelter, conduit, boards for number plates, materials for crest stage gauges, fasteners, glue, nuts, bolts, wires, drill bits, saw blades, batteries, etc. If Zone 7 is unable to provide Consultant with necessary accessories and supplies in a timely manner, Zone 7 may require Consultant to procure accessories and supplies on its own, to be billed to Zone 7. Consultant is expected to have the necessary tools available for hydrologic monitoring station installation;

f) Consultant will not be responsible for obtaining necessary regulatory permits;

g) Provide installation support for future installations within Zone 7’s Service Area, on an as-needed basis.

h) Provide individual costs to install three separate types of gauging stations, as described in 3a).

*Deliverables: Installation and fully operational hydrologic monitoring station.*

4. **Maintenance and Operation**- Consultant shall initially maintain and operate eight (8) specific hydrologic monitoring stations (see Exhibit B) per direction of Zone 7 staff, such that:

a) For both streamflow and rainfall gauges, respectively:
   1. Collectively, across the entire set of gauges, at least 95 percent of the possible data population during storm events is captured by the electronical recorder equipment between October 1 and April 30, gauge vandalism or theft excepted;
   2. On an individual gauge basis, at least 93 percent of the possible data population during storm events is captured by the electronical recorder equipment between October 1 and April 30, gauge vandalism or theft excepted; and
   3. Collectively, across the entire set of gauges, no less than 95 percent of the data population during storm events is transmitted in real-time to the receiving data management systems between October 1 and April 30, gauge vandalism, theft, and third party web server error excepted.
b) Maintenance and operation activities will include, but are not limited to:

1. Perform all repairs, upgrades, replacement, and calibrations to existing hydrologic monitoring equipment to bring it into full operation and real-time connectivity;

2. Regularly monitor equipment conditions and operability in accordance with the Standard Operating Procedures, including yearly calibration checks of the gauges - unless undue circumstances cause the need for additional calibration checks during the rainy season – such that Zone 7’s data capture, transmission, and data-reliability requirements are met;

3. Guarantee 24-hour initial field response (from the time of discovery) for gauges showing data anomalies, weekend non-storm periods excluded. Consultant shall complete any minor repairs or debris removal on controls and/or equipment at that time. Major/emergency repairs must receive prior approval from Zone 7. If an approved emergency, Zone 7 will generally require repairs to be completed within 3 calendar days thereafter. Exceptions will be made for weather or high streamflow which preclude such timely repair. Schedule extension may be permitted by Zone 7 if no imminent storm is predicted;

4. Consultant shall take field inspection notes using pencil and paper on 5” x 8” waterproof paper (i.e. Rite in the Rain paper) in a format provided by Zone 7, or, Consultant prepared format pre-approved by Zone 7. Electronical paper printouts of streamflow measurements (on 5” x 8” paper) are acceptable. However, paper notes of field readings before, during, and after a streamflow measurement are required. Field notes and streamflow measurements shall be scanned and electronically transmitted to Zone 7 on request within 72 hours. Original paper field notes and streamflow measurements shall be provided to Zone 7 at the conclusion of each Water Year’s data finalization, prior to October 30 of the subsequent Water Year monitoring period.

5. Consultant shall download data from each station’s electronical recorders during each routine field visit, not to exceed once every 3 months. Recorder data shall be provided to Zone 7 upon request and within 72 hours and/or at the conclusion of a Water Year’s data finalization.

6. Collect and report final data in near real-time, and check data for accuracy and consistency, and for its ability to meet data quality objectives. Zone 7 reserves the right to reject the data if the data does not appear to meet QA/QC (quality assurance/quality control) requirements and data quality objectives. Typically, USGS data collection standards are strived for. See:
• USGS Water-Supply Paper 2175 (Rantz and others, 1982), Volume 1 and 2 - Measurement of Stage and Discharge, and, Computation of Discharge;
• USGS Techniques of Water Resources Investigations Book 3, Chapters: A1 (Indirect Measurements), A2 (Peak Discharge by Slope Area Method), A6 (General Procedure for Gaging Streams), A7 (Stage Measurement), A8 (Discharge Measurements), A10 (Discharge Ratings), A13 (Computations of Streamflow), and A19 (Levels);
• Surface Water Technical Memorandum sw06.01 (Revised - February 2010) – Collection, Quality Assurance, and Presentation of Precipitation Data; and Techniques and Methods Book 3, Chapter 22, Section A (2009) - Measuring Discharge with Acoustic Doppler Current Profilers.

(7) Consultant shall reprocess the data to Zone 7’s satisfaction, at no additional cost to Zone 7.

Deliverables: (1) Field inspection notes and streamflow measurement hand calculations or electronical printouts (on 5” x 8” paper), available within 72 hours of each field visit (upon request), that document field data collection related findings, equipment conditions, and gauge operability; and (2) Hydrologic data, in raw recorder downloaded format (within 72 hours upon request) and corrected format before the start of the subsequent Water Year’s storm period monitoring.

5. Flow Measurements and Rating Curve Development- At select streamflow gauging station locations, as agreed upon between Consultant and Zone 7, Consultant shall perform flow measurements during storm events to develop accurate rating curves for the streamflow gauging station. Activities will include, but are not limited to:

a) Perform land survey of select streamflow gauging stations to determine land surface elevation, cross-sectional area, base flow elevation, etc.;
b) Develop preliminary rating curves based on cross-sectional area, slope, and channel roughness coefficients, as-built information, and a cursory field inspection. This preliminary rating curve is only to provide a temporary “flow versus height” relationship;
c) Perform streamflow measurements during storm events to develop “flow versus height” points to develop a more accurate rating curve. Zone 7 desires at least three to five data points, over a broad range of flows, per new streamflow gauge installed and maintained. Streamflow measurements and office computations shall be in accordance with USGS procedures or other standards acceptable to Zone 7. Emphasis on measurements shall be for medium and high flows, generally one foot and...
above in depth. To that end, Consultant shall consult with Zone 7 staff if incoming/imminent storms appear to be suitable candidates for peak streamflow measurements;
d) During extreme storm events, Zone 7 may require assistance of Consultant to provide support for high streamflow measurements at other streamflow gauging stations within Zone 7’s hydrologic monitoring network to support the collection of high flow measurements;
e) It is expected that Consultant has suitable equipment to perform various high flow measurements and that Zone 7 will not be responsible for providing necessary equipment, via rental or purchasing, for Consultant’s use, except for measurements requested, in addition to their normal commitment.

Deliverables: Technical memorandum describing development of rating curves for each streamflow gauging station Consultant installs and maintains; high flow measurements at specific streamflow gauging stations.

6. **Data Management** - Consultant will gather, manage, depict, and store the data transmitted from the hydrologic monitoring equipment such that Zone 7 can view and analyze the data through both a web-based portal (presently Storm Central provided by Xylem/YSI) and a preparatory database for storage (AQUARIUS Time Series from Aquatic Informatics) in a format agreed upon by Zone 7. Consultant will be required to be responsible for all data collected from the hydrologic monitoring stations that they have agreed to monitor and maintain. Consultant will be required to physically download all data directly from each data recorder at the end of each Water Year of record. Consultant will be required to utilize Zone 7’s AQUARIUS Time Series software in-house (Zone 7’s office), to maintain the collected records (unless access is granted via VPN by Zone 7, for remote access). Data management activities will include, but are not limited to:

a) Perform ongoing data management services associated with the hydrologic monitoring stations that Consultant will be responsible for, during the life of the contract. Activities will include, but are not limited to, storage, data corrections, stage-discharge rating curves, quality management, export and import, utilizing established Zone 7 software (Storm Central and AQUARIUS Time Series) to track the information; and

b) Submit data reports to Zone 7 monthly or at other agreed-upon intervals. The reports will include the following information at a minimum:

1. A table for all monitoring sites that identifies the percentage of storm data as “excellent”, “good”, “fair”, “poor”, and “estimated” data;
(2) Monthly graphs including stage, streamflow, and rainfall in comparison with at least one other nearby relevant site. Consultant shall recommend other QA/QC protocols and reporting, as appropriate, to satisfy Zone 7’s objectives.

*Deliverables:* Updated AQUARIUS Time Series database for storing, correcting, computing, graphing, grading, and approving all hydrologic data collected as part of this contract.

7. **Additional Hydrologic Monitoring Stations** - As indicated in Task 3b), Consultant may be asked to install (or modify) an additional one (1) to two (2) hydrologic monitoring stations (streamflow and/or rainfall gauges) per Fiscal Year, as necessary. Consultant shall provide a cost estimate for each type of hydrologic monitoring station (streamflow, rainfall, combination) that they would be undertaking and be responsible for installation, management, maintenance, operations, monitoring, and the establishment of a ratings curve of that new specific station-type. Zone 7 shall provide the necessary hydrologic monitoring station equipment and any necessary concrete equipment pad.

*Deliverables:* A new hydrologic monitoring station that Consultant is responsible for all aspects, as defined in Task 3 – Task 6.
[LEAVE BLANK]
Exhibit B: Proposed Hydrologic Monitoring Stations to be Operated/ Monitored/ Maintained by Consultant

1. Alamo Creek (Line F) at Willow Creek Drive, Dublin;

2. Big Canyon Creek (Line J-1) below Dublin Boulevard, Dublin
3. Chabot Canal (Line G-1) at Dublin Boulevard, Dublin;

4. Chabot Canal (Line G-1) below Stoneridge Drive, Pleasanton;
5. Tassajara Creek (Line K) below I-580, Pleasanton;

6. Rainfall Gauging Station at Sunol Glen Elementary School, Sunol;
7. Arroyo de la Laguna (Line B) at Highway 84, Sunol (To be installed);

8. Arroyo Seco (Line P) at Southfront Street, Livermore (To be installed)
EXHIBIT C: Sample Professional Services Agreement

SAMPLE ONLY

PROFESSIONAL SERVICES AGREEMENT

between

ZONE 7 WATER AGENCY

and

[Consultant Name]

for the

HYDROLOGIC DATA ACQUISITION AND MANAGEMENT

IN EASTERN ALAMEDA COUNTY

Contract No. _________

Dated _________________
THIS SERVICES AGREEMENT ("Agreement") is dated this _______ day of _____________, 20___, in the City of Livermore, State of California, by and between _______________, hereinafter referred to as ("Consultant") and ZONE 7 of ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("District"). Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. **Scope of Services.** The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Compensation"), which appendixes are attached and made a part of this Agreement.

2. **Term.** The Contract Term shall be __________. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to Contractor on account of the Services performed shall be deemed as payments of the Compensation.

3. **Maximum Compensation.** Notwithstanding anything in this Agreement to the contrary, the maximum amount of money which the District shall be obligated to pay Consultants under this Agreement is $________________ (spell out in words).

4. **Standard of Performance.** Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a specialist in performing services of like nature and complexity of the Services.
Should service agreement become work on “Public Work”: A contractor/consultant or subcontractor/sub-consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter [1770-1784 Labor Code], unless currently registered and qualified to perform public work pursuant to Section 7029.1 of the Business and Professional Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor/consultant is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

5. **Subconsultants.** Consultant shall perform the Services using the personnel and subconsultants listed in Appendix A. Consultant represents that it has and shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of this Agreement to the extent of their scope of services. Consultant may substitute such personnel or subconsultants prior to any such personnel or subconsultants commencing work only upon District written consent, which may be withheld or delayed in District discretion.

6. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant’s services. The parties may delegate all or some of the representatives’ role and function to some other representative.

7. **Indemnification and Liability.** Consultant shall defend (with legal counsel reasonably acceptable to District), indemnify and hold harmless the District and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of any person or employee), expense and liability of every kind, nature and description that arise from (1) Consultant’s negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control, or (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, or (4) any breach of this Agreement
(collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. Consultant shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement. If the services under this Agreement are for a construction project as defined in Civil Code Section 2782, then this provision shall apply to the extent permitted by that code section.

8. Notices. District and Consultant shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

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<thead>
<tr>
<th>Zone 7 Water Agency</th>
<th>Consultant Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 North Canyons Parkway</td>
<td>Attn: General Manager</td>
</tr>
<tr>
<td>Livermore, CA 94551</td>
<td>Consultant Address</td>
</tr>
</tbody>
</table>

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

9. Insurance. Consultant shall comply with all requirements of Appendix C, which is attached and made a part of this Agreement.

10. Independent Contractor. Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services, including but not limited to any applicable City of Pleasanton business tax, not explicitly assumed in writing by District hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for
the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

11. **Conflict of Interest.**

11.1 Consultant represents that it is familiar with Section 1090 and Section 87100 *et seq.* of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections. Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the Alameda County Flood Control and Water Conservation District and its Zone 7 Water Agency and their reporting requirements.

12. **Confidentiality.**

12.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District or its tenants. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to District interests where such confidential information could be used adversely to District interests. Consultant agrees to notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

12.2 Any publicity or press releases with respect to the Project or Services shall be under District sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District prior written consent. Consultant shall have the right, however, without District further consent, to include representations of Services among Consultant's
promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

12.3 The provisions of this Section shall remain fully effective indefinitely after termination of Services to District hereunder.

13. Suspension and Termination of Services. (i.) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District written notice to Consultant demanding such cure. In the event District terminates Consultant’s right to proceed under this Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District best interests. In the event District terminates performance of the Services for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date up to but not exceeding the Agreement value of the services performed, but may recover no other cost, damage or expense. In all cases, Consultant shall terminate those portions of the Services specified and no compensation shall be due for any such Services performed after the date of termination or suspension.

14. Ownership of Work Product. Any interest (including copyright interests) of Consultant or its subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subconsultants at any time in connection with the Services, shall be, immediately upon its creation, the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works and any former works created by Consultant or its subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works when and as created. With District prior written approval, Consultant may
retain and use copies of such works for reference and as documentation of experience and capabilities.

15. **Audit/Inspection of Records.**

15.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

15.2 The Consultant shall maintain full and adequate records to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of fifty (50) miles from the offices of District at 100 North Canyons Parkway, Livermore, California 94551, the Consultant shall, upon request of District, make such books and records available to District for inspection at a location within said fifty (50) mile radius or Consultant shall pay to District the reasonable, and necessary costs incurred by District in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. District further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by District, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after District makes the final or last payment or within three (3) years after any pending issues between District and Consultant with respect to this Agreement are closed, whichever is later.

16. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws
(including, without limitation, City and County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

17. **Non-Judicial Administrative Claim Settlement Procedure For Consultant Claims.** In the event of any dispute between Consultant and District regarding any claim, demand or request by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Consultant shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant's theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Consultant's fully documented administrative claim; may conduct an administrative hearing, in which case Consultant shall attend, present documentation and information as requested; and District will then make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and District decision thereon shall be an unwaivable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 *et seq.*, (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

18. **No Special or Incidental Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
19. **California Law.** This Agreement shall be deemed to have been executed in the City of Pleasanton or Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this Agreement to another venue. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. In the event of litigation, the terms of this agreement shall be enforced first, and only when an answer to a dispute is not found in the terms of the Agreement, then by reference to California law.

20. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

21. **Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

22. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Agreement. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

23. **Statutes of limitation.** As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District issuance of the final Certificate for Payment, or termination of this
Agreement, whichever is earlier, except for damages resulting from latent defects in performance, for which the statute of limitation shall begin running upon discovery of the damages, the defect and its cause.

24. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

25. **Survival of Provisions.** Except as otherwise separately and expressly provided by the District in writing, the provisions of this agreement shall survive any expiration, breach, or termination of this Agreement, and any completion of the Services.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

“District” ALAMEDA COUNTY FLOOD CONTROL and WATER CONSERVATION DISTRICT, ZONE 7

By: ________________________________

Valerie Pryor, General Manager

“Consultant”

(Name) ________________________________

a ________________________________ corporation,

By: ________________________________

______________________________
Print Name and Title

(If Corporate Chairman, President or Vice President)

Tax I.D. Number _________________

Include Company Main Address
LIST OF APPENDICES AND SCHEDULES

Appendix A    Scope of Services
Appendix B    Payments to Consultant
Appendix C    Insurance
[LEAVE BLANK]
APPENDIX A - SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Professional Services Agreement dated _________________ ("Agreement") ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY ("District") and _________________ ("Consultant"), for the provision of professional services ("Services").

1. Agreement Description.

1.1 General Requirements.

[Here state the requirements for Consultant’s Services and/or reference Exhibit/Attachment. To include:

- A description of the work expected including, if appropriate, the need for phases.
- A statement of purpose, objectives or goals
- Specific tasks, responsibilities or services required
- Required deliverables (acceptance criteria specified below)
- Identification of all other significant material to be developed under the agreement
- Required skill levels of assigned personnel
- Discuss coordination of schedule with the schedules of other Consultants and others, if applicable. Include reference to District approved budget.)

1.2 Milestone Schedule.

Consultant’s timetable for the Services shall be as follows [and/or reference Exhibit/Attachment]:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
### 1.3 Personnel and Subconsultants.

Consultant shall use only the personnel listed in Schedule 1.3A to the Agreement and the following subconsultants in performing the Services unless approved in writing by District:

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<thead>
<tr>
<th>Subconsultants</th>
<th>Scope of Services</th>
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### 1.4 Required Meetings, Interfaces, Products, Services.

Consultant shall attend all meetings, conduct all interfaces, and supply all materials and services necessary to complete the Services. District calls Consultant’s attention to the following specific requirements:

- --------------------------------------------------------------
- --------------------------------------------------------------
- --------------------------------------------------------------
- --------------------------------------------------------------

### 1.5 District Training Requirements or Transition Requirements.

Consultant shall provide training and or transition services as follows:

- --------------------------------------------------------------
- --------------------------------------------------------------
- --------------------------------------------------------------
- --------------------------------------------------------------
1.6 **Special Warranty/Quality Requirements.**

The following special warranty or quality requirements apply to the performance, deliverables or materials developed under the Agreement.

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.7. **Performance Measurement Criteria.**

Consultant’s performance shall meet the following standards for [contents, quality, timeliness, codes or standards, objectives or baselines]:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.8. **Performance Incentives.**

Consultant’s performance shall be subject to the following performance incentives:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

1.9. **Standard Conditions Governing Consultant’s Service.**

The Agreement shall be performed to meet all applicable and the most current codes, laws, regulations, and professional standards. Time is of the essence in this Agreement.
1.10. **[OPTIONAL:] Coordination with District.**

At the outset of the Services under this Agreement, Consultant shall prepare and submit for District acceptance a task list. The purpose of this task list shall be to act as a District “to-do” list, promoting coordination between District and the Consultant. The task list shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Consultant’s anticipated specific requirements for information, decisions or documents from District necessary for Consultant’s performance of its Services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

1.11. **Performance.**

Consultant shall prepare and maintain a Performance Schedule detailing the Consultant’s scheduled performance of the Services consistent with the milestone schedule.

1.12. **[OPTIONAL] Performance Monthly Progress Report.**

Consultant shall provide District with a Monthly Progress Report, in writing, reporting on Consultant’s progress and any problems in performing the Services of which Consultant becomes aware. The Monthly Progress Report may be submitted with the monthly payment application and shall include, but not be limited to: (i.) a narrative of the work performed (including a list of any agreement deliverables) and identification of areas of concern, actions and approvals needed, (ii.) a schedule assessment and proposed ways to work around any problems that arise, (iii.) monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule, (iv.) cost/expenditure summary.

1.13. **[OPTIONAL] Deliverables Required Under This Agreement.**

Required Deliverables are discussed above and listed in [Appendix D]. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform to Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.
1.14. **[OPTIONAL]**

Consultant has prepared and supplied District with a proposed scope of work, which is attached to this Appendix as its Exhibit 1, and represents Consultant’s initial proposed scope of services necessary to achieve the results described herein, as well as additional negotiated scope of work items. This Appendix A and its Exhibit 1 are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing District with the broader scope of services shall have precedence.

1.15.

Consultant’s scope of work shall include any and all work or services necessary because of Consultant’s errors, omissions or conflicts of any type in Consultants’ Services, including but not limited to, deliverables supplied hereunder. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to deliverables that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.

**END OF APPENDIX A**
APPENDIX B - PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of, the Services Agreement dated ___________ ("Agreement") between ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, acting by and through its ZONE 7 WATER AGENCY ("District"), and ("Consultant"), for the provision of professional services ("Services").

1. **Basic Services.** District will pay Consultant for Basic Services, a maximum compensation of $_____________ ("Contract Price"), which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Agreement. If District and Consultant previously executed a services agreement for services within the scope of the Services of this Agreement, then the services performed and the compensation paid under that services agreement shall be subject to the terms of this Agreement and the previous payments deemed payments against the Contract Price established in this Appendix.

2. **Work Breakdown Structure.** To assist District in determining progress payments, Consultant shall provide District with an itemization of its Contract Price under this Agreement according to a Work Breakdown Structure ("WBS") that defines all project tasks, along with a project schedule defining the time line for each task, a project budget defining the planned man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District. The WBS shall further define which tasks are to be performed by each sub-consultant. **[The WBS is attached to this Appendix as its Exhibit 1.]**

3. **Payment Schedule.** Progress payments for Basic Services for each phase of the work shall be made as follows:

- [ ] upon completion of work
- [ ] monthly based upon Consultant’s percentage completion of the Services as determined by District
- [x] as set forth in the attached schedule

4. **Additional Services.** District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("Amendment") to this Agreement
executed by District and the Consultant. Each such amendment shall provide for a fixed price; or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount plus Costs and Reimbursables. Amendments must be negotiated and signed by the Consultant and District prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services. District shall pay Consultant for Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times [1.10] for general and administrative expenses.

5. **Costs and Reimbursables.**

5.1 **Additional Services.** District will pay Consultant for “Costs and Reimbursable Expenses” in connection with Additional Services as set forth below. All costs not listed will not be allowed in connection with Additional Services.

5.1.1 **Travel Costs.** The reasonable expense of travel costs incurred by Consultant when requested by District to travel to a location more than 50 miles from either the project site, the Consultant’s office(s), or District office, incurred performing Additional Services.

5.1.2 **Long Distance Telephone Costs.** Long distance telephone calls and long distance fax costs incurred performing Additional Services.

5.1.3 **Delivery Costs.** Courier services and overnight delivery costs incurred performing Additional Services.

5.1.4 **Reproduction Costs.** Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.

5.2 **Basic Services.** For Basic Services, District will not pay Consultant additional compensation for Costs and Reimbursable Expenses, as these costs are deemed included in the Contract Price.

6. **Invoices.** All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt.

**END OF APPENDIX B**
APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Services Agreement dated _________ _______ (“Agreement”) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 commonly known as ZONE 7 WATER AGENCY (“District”) and ________________ (“Vendor”), for the provision of services agreement (“Services”).

Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers’ 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. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

4. **Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriates to the Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.
If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.

2. Primary Coverage: For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

**Verification of Coverage** - Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

**Other Contractual considerations:**

**Professional Services** - Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

**If Technology Vendor Provider - include:**
Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release
of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

END OF APPENDIX C
Exhibit D: RFQ/ P RESPONSE PACKET
REQUIRED DOCUMENTATION

RFQ/ P FOR HYDROLOGIC DATA ACQUISITION AND
MANAGEMENT IN EASTERN ALAMEDA COUNTY

All of the specific information and documentation listed below is required to be submitted with the Response Packet in order for a response to be deemed complete. Any pages of Exhibit 1 (Or Attachments therein) not applicable to the Consultant, must still be submitted as part of a complete Response, with such pages or items clearly marked “N/ A.” Consultants that do not comply with the requirements, and/ or submit incomplete response packages, shall be subject to disqualification and their responses rejected in total.

Consultants shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Letter of Transmittal, Table of Contents, Description of Proposer’s Experience and Expertise, Key Personnel, etc.). Please consider the following a checklist of items required:

1. **Letter of Transmittal:** Responses shall include a brief description of Consultant’s capabilities and approach in providing its services to Zone 7, and provide a brief synopsis of the highlights of the response and overall benefits of the response to Zone 7. A brief Statement of Qualifications should also be addressed. This synopsis should not exceed three (3) pages in length and should be easily understood.

2. **Title Page & Table of Contents:** Responses shall include a title page showing the date, RFQ/P subject, the RFQ/P number, name of the Consultant’s firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the response and their corresponding page numbers. Tabs should separate each of the individual sections.

3. **Project Understanding:** Response must demonstrate a thorough understanding of Zone 7’s goals and the purpose and scope of the project.

4. **Description of the Team:** Response must identify prime consultant, sub consultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime consultant. Please also describe the consultant team’s ability to perform hydrologic data acquisition and management.

5. **Relevant Experience and Expertise of Key Personnel:** Responses shall include a complete list of all key personnel associated with the RFQ/P. This list must include all key
personnel who will provide services to this project and for each person on the list, the following information shall be included:

(a) Relationship with Consultant, including job title and years of employment with Consultant;
(b) Brief, one-paragraph description of expertise and experience;
(c) The role that the person will play in connection with the RFQ/P;
(d) Address, telephone, fax numbers, and e-mail address;
(e) Person’s educational background; and
(f) Person’s relevant experience, certifications, and/or merits;
(g) Resume, as appendix item.

6. **Team Experience:** Responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of hydrologic data acquisition and management, and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant’s qualifications in the following areas: (a) project management; (b) reconnaissance, inventory and planning; (c) maintenance and operation for rain gauges and flow gauges; (d) flow measurement and development of rating curves; and (e) data management. Generally, the description of proposed services should (a) discuss how the services and the team described in the response will meet or exceed the requirements of Zone 7; (b) explain any special resources, procedures or approaches that make the services of Consultant particularly advantageous to Zone 7; and (c) identify any limitations or restrictions of Consultant in providing the services that Zone 7 should be aware of in evaluating its Response to this RFQ/P.

7. **Project Approach and Work Plan:** Responses shall include a full description of the work elements and the proposed methodology the Consultant proposes to satisfy Zone 7’s objectives. The scope of work provided in Exhibit A, “Scope of Services” offers a framework to performing this project and outlines the minimum number of tasks.

8. **Project Delivery Schedule:** Include a Microsoft Project Gantt Chart or equivalent schedule showing the work elements and sub-elements with major milestones, based on the assumption that the consultant will be performing engineering services necessary to perform hydrologic data acquisition and management, and that work will begin on or about January 6, 2020.

9. **Management Plan:** Include a description of the Consultant’s approach to managing the work. If the proposal is a team effort, the allocation of the work to the team members should be indicated. Please include an organizational chart to show the flow of communication and documentation between team members. The management plan should describe the following:

   (a) Management approach including the role of the prime consultant and subconsultants, and team of joint venture members, if applicable, and any specific features of the management approach that require explanation.

   (b) Organizational work assignments structure, including work elements and sub elements performed by subconsultants.

   (c) Discussion of consultant’s capacity to perform multiple pump assessments simultaneously.
(d) Description of subconsultant supervision.

(e) Overview of consultant's quality assurance and quality control procedures with sufficient detail that Zone 7 can evaluate how the consultant will meet or exceed Zone 7's expectations on this project.

10. **Cost Proposal and Fees:** Under separate sealed envelope, on company letterhead, the consultant must provide a current fee schedule showing labor categories and hourly labor rates for all named personnel and/or type of personnel anticipated on this contract, plus expense costs, as well as a cost proposal for the scope of work described herein.

(a) Zone 7’s maximum allowable mark up on sub consultant fees and any expenses is ten (10) percent.

(b) Quoted fees shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFQ/P.

(c) Maximum annual escalation of fees shall be no more than 3%.

(d) Federal and State minimum wage laws apply. Zone 7 has no requirements for living wages.

(e) The Cost Proposal shall include and identify over the potential five-year contract period: 1) the initial costs for the first year; 2) the succeeding annual costs; and 3) the total additional cost necessary for each type of hydrologic monitoring station to be assumed by the Consultant.

(f) Labor costs for installation work will be limited to a maximum of $25,000 per Fiscal Year.

11. **Attachments to be Completed:** Responses shall include Exhibits A-D from the RFQ/P for Data Acquisition and Management in Eastern Alameda County, and a complete set of the following forms from Exhibit 1:

- **Attachment (a): Consultant Information and Acceptance** Every Consultant must complete and sign the last page of Exhibit 1-Attachment (a).

- **Attachment (b): References** Consultants and subconsultants must use the templates on Attachment (b) of Exhibit A to provide references. Consultants and subconsultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by District. Consultants and subconsultants are strongly encouraged to notify all references that Zone 7 may be contacting them to obtain a reference. Zone 7 may contact some or all of the references provided in order to determine Consultant’s or sub-consultant’s performance record on work similar to that described in this request. Zone 7 reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

- **Attachment (c): Exceptions, Clarifications, Amendments** If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit A. **ZONE 7 IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RESPONSE DISQUALIFICATION.**
• **Attachment (d): Debarment & Suspension Form** - Consultant must complete, sign, and date the *Debarment and Suspension Certification* form.

• **Attachment (e): Public Works Contractor Registration Form & Prevailing Wage Monitoring Program** - Consultant must complete, sign, and date the *Contractor Registration* form.
EXHIBIT 1
Attachment (a)

CONSULTANT INFORMATION AND ACCEPTANCE

RFQ/ P For

HYDROLOGIC DATA ACQUISITION AND
MANAGEMENT IN EASTERN ALAMEDA COUNTY

1. The undersigned declares that Exhibit D: RFQ/ P Response Packet Required Documentation, including, without limitation, the RFQ/P, and all other Exhibits have been read and are acknowledged.

2. Consultant hereby certifies to Zone 7 that all representations, certifications, and statements made by Consultant, as set forth in this form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Response Documents of RFQ/P, Hydrologic Data Acquisition and Management in Eastern Alameda County.

4. The undersigned has reviewed the Response Documents and fully understands the requirements in this RFQ/P including, but not limited to, the requirements under Zone 7’s provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime consultant, not a subconsultant, to Zone 7.

5. The undersigned acknowledges receipt and acceptance of all addenda.

6. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ/P and associated RFQ/P Documents.

7. The undersigned acknowledges the potential hazards associated with hydrologic data acquisition, including but not limited to streamflow measurements, equipment installations and operations, and will provide copies of safety training records,
personnel safety SOP manual, and all other relevant documents supporting all personnel whom are currently safety-trained and able to perform the tasks professionally.

8. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a response, the Consultant certifies that if awarded a contract they will make no claim against Zone 7 based upon ignorance of conditions or misunderstanding of the specifications.

9. Patent indemnity: Consultants who do business with Zone 7 shall hold Zone 7 Water Agency, their officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

10. Insurance certificates are not required at the time of submission. However, by signing Exhibit 1, Attachment (a), Consultant Information and Acceptance, the Consultant agrees to meet the minimum insurance requirements stated in Exhibit C: Sample Services Agreement, Appendix C – Insurance. This documentation must be provided to Zone 7, prior to award, and shall include an insurance certificate and additional insured certificate naming the Zone 7 Water Agency, which meets the minimum insurance requirements, as stated in the RFQ/P.
Official Name of Consultant ______________________

Street Address Line 1 __________________________

Street Address Line 2 __________________________

City __________________________________________ State ___ Zip Code ______

Webpage ______________________________________

Type of Entity/Organizational Structure (check one):

€ Corporation € Joint Venture

€ Limited Liability Partnership € Partnership

€ Limited Liability Corporation € Non-Profit/Church

€ Other: __________________________

Jurisdiction of Organization Structure ______________________________

Date of Organization Structure ______________________________

Federal Tax Identification Number ______________________________

Primary Contact Information

Name/Title ____________________________

Telephone No. __________________________ Fax No. __________

E-mail Address _____________________________

Signature _____________________________

Print Name ____________________________

Title _________________________________

Dated this __________ Day of ____________ 20 _____
EXHIBIT 1
Attachment (b)

REFERENCES
(Include Three)

RFQ/ P For
HYDROLOGIC DATA ACQUISITION AND
MANAGEMENT IN EASTERN ALAMEDA COUNTY

<table>
<thead>
<tr>
<th>Consultant Name:</th>
<th>__________________________</th>
</tr>
</thead>
</table>

| Company Name:    | Contact Person:             |
| Address:         | Telephone Number:           |
| City, State, Zip:| E-mail Address:             |
| Services Provided/Date(s) of Service |                     |

| Company Name:    | Contact Person:             |
| Address:         | Telephone Number:           |
| City, State, Zip:| E-mail Address:             |
| Services Provided/Date(s) of Service |                     |

| Company Name:    | Contact Person:             |
| Address:         | Telephone Number:           |
| City, State, Zip:| E-mail Address:             |
| Services Provided/Date(s) of Service |                     |
EXHIBIT 1
Attachment (c)

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ/P For

HYDROLOGIC DATA ACQUISITION AND MANAGEMENT IN EASTERN ALAMEDA COUNTY

Consultant: ________________________________

List below requests for clarifications, exceptions and amendments, if any, to the RFQ/P and associated documents, and submit with your response.

Zone 7 is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

<table>
<thead>
<tr>
<th>Reference to:</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page No.</td>
<td>Section Item No.</td>
</tr>
<tr>
<td>p. 23</td>
<td>D 1.c. Vendor takes exception to...</td>
</tr>
</tbody>
</table>

*Print additional pages as necessary.*
EXHIBIT 1
Attachment (d)

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over $25,000

RFQ/ P For

HYDROLOGIC DATA ACQUISITION AND
MANAGEMENT IN EASTERN ALAMEDA COUNTY

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: ________________________________

PRINCIPAL: ___________________ TITLE: __________________

SIGNATURE: ___________________ DATE: ________________
**EXHIBIT 1**

*Attachment (e)*

**Public Works Contractor Registration & Prevailing Wage Monitoring Program**

**Important Notice:** California law (SB 854) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.” Please go to [http://www.dir.ca.gov/Public-Works/Contractors.html](http://www.dir.ca.gov/Public-Works/Contractors.html) for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

**THIS FORM MUST BE COMPLETED & SUBMITTED WITH EACH BID/PROPOSAL/QUOTE EXCEEDING $1,000 THAT INCLUDES LABOR COSTS**

<table>
<thead>
<tr>
<th>NAME OF GENERAL CONTRACTOR</th>
<th>CONTRACTOR’S LICENSE #</th>
<th>DIR REGISTRATION #</th>
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<tr>
<th>MAILING ADDRESS (STREET NUMBER OF PO BOX)</th>
<th>CITY</th>
<th>ZIP CODE</th>
<th>PHONE #</th>
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| GENERAL CONTRACTOR’S CONTACT EMAIL ADDRESS | |
|-------------------------------------------| |
|                                           | |

| CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) | |
|-----------------------------------------------------------------------------------------------| |
|                                                                                               | |

*PLEASE LIST SUB-CONTRACTORS AND THEIR WORKER CLASSIFICATION IN THE SUB-CONTRACTOR SECTION*
Check all that apply:

- Asbestos
- Bricklayers
- Carpenters
- Carpet/Linoleum
- Cement Masons
- Drywall Finisher
- Drywall Lather
- Electrician
- Elevator Mechanic
- Glazier
- Iron Worker
- Laborer
- Landscape Maint.
- Operating Engineer
- Modular Furn. Installer
- Painter
- Pipe Trades/Plumber
- Plaster
- Roofers
- Sheetmetal/HVAC
- Sound/Com/Data
- Surveyors
- Teamster
- Telecom Technician
- Tile Workers
- House Mover
- Other________________

☐ Non-Performing (All work sub-contracted)

Classifications and wage rates can be found at:  [http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html](http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html)

DIR Prevailing Wage Unit (415) 703-4774

**Completion of this form does not constitute a binding contract**

<table>
<thead>
<tr>
<th>CON LIC. #</th>
<th>CONTRACTOR</th>
<th>CLASSIFICATION OF WORKERS</th>
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ZONE 7 OFFICE USE ONLY

The agency awarding the contract for a public works project must notify DIR within five days of awarding the contract.
<table>
<thead>
<tr>
<th>Project Award Date:</th>
<th>Awarding Body:</th>
<th>Zone 7 Water Agency</th>
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<tr>
<th>Project Name:</th>
<th>Project #</th>
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<tbody>
<tr>
<td>Brief Description:</td>
<td>Contract #</td>
</tr>
<tr>
<td>Contract Amount:</td>
<td>Total Project Cost:</td>
</tr>
<tr>
<td>Number of Prime Contractor:</td>
<td>1</td>
</tr>
<tr>
<td>Project Physical Address:</td>
<td>Agency Mailing Address:</td>
</tr>
<tr>
<td>First Advertised Bid Date:</td>
<td>Est. Start Date:</td>
</tr>
<tr>
<td>State Statutes:</td>
<td>None Apply</td>
</tr>
<tr>
<td>Project Manager Email:</td>
<td>Add Bond Source:</td>
</tr>
<tr>
<td>Project Manager Title:</td>
<td>Project Manager Name:</td>
</tr>
<tr>
<td>Misc. Info:</td>
<td>Project Manager Phone#:</td>
</tr>
<tr>
<td>PWC-100 Processing Date:</td>
<td>PWC Processing By:</td>
</tr>
</tbody>
</table>

**PWC-100 Data Entry Website:** [https://www.dir.ca.gov/pwc100ext](https://www.dir.ca.gov/pwc100ext)
EXHIBIT E: PRELIMINARY LIST OF CONSULTANTS TO BE SENT RFQ/P

(Note: RFQ/P also to be available for download at http://www.zone7water.com/business/construction-business-opportunities)

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Email Address</th>
<th>Company</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Alessandro Hnatt</td>
<td><a href="mailto:ahnatt@adhenvironmental.com">ahnatt@adhenvironmental.com</a></td>
<td>ADH Environmental</td>
<td>3065 Porter Street, Suite 101, Soquel, CA 95073</td>
</tr>
<tr>
<td>Mr. Scott Brown</td>
<td><a href="mailto:sbrown@balancehydro.com">sbrown@balancehydro.com</a></td>
<td>Balance Hydrologics</td>
<td>800 Bancroft Way, Berkeley, CA 94710</td>
</tr>
<tr>
<td>Ms. Heather Emery</td>
<td><a href="mailto:hemery@ecorpconsulting.com">hemery@ecorpconsulting.com</a></td>
<td>ECORP Consulting, Inc.</td>
<td>2525 Warren Drive, Rocklin, CA 95677</td>
</tr>
<tr>
<td>Mr. Paul Frank</td>
<td><a href="mailto:pfrank@flowwest.com">pfrank@flowwest.com</a></td>
<td>FlowWest</td>
<td>1624 Franklin St #901, Oakland, CA 94612</td>
</tr>
<tr>
<td>Mr. Michael Liquori</td>
<td><a href="mailto:mike@soundwatershed.com">mike@soundwatershed.com</a></td>
<td>Sound Watershed</td>
<td>1805 Clement Ave, Alameda, CA 94501</td>
</tr>
<tr>
<td>Mr. David Curtis</td>
<td><a href="mailto:dcurtis@westconsultants.com">dcurtis@westconsultants.com</a></td>
<td>West Consultants, Inc.</td>
<td>101 Parkshore Drive, Folsom, CA 95630</td>
</tr>
</tbody>
</table>