

REQUEST FOR QUALIFICATIONS

For

**Engineering & Other Professional
Services**

Zone 7 Water Agency



January 19, 2024

I. INTRODUCTION

Zone 7 is one of ten active zones of the Alameda County Flood Control and Water Conservation District, which is a special district established by State legislature in 1949. Zone 7 of Alameda County Water Conservation and Flood Control District (Zone 7 Water Agency) was established by popular vote of the residents of the Livermore-Amador Valley in 1957 under an amendment to the District Act.

Today, Zone 7 owns about 37 miles of flood protection channels and supplies water to about 245,000 customers within a service area of approximately 425 square miles in eastern Alameda County and a portion of San Ramon in Contra Costa County through a special agreement with Dublin San Ramon Services District.

As the major water supply and flood protection agency in eastern Alameda County, Zone 7 has an ongoing commitment to planning for existing and future needs, implementing needed projects, and maintaining a reliable water delivery and flood protection system.

Zone 7 Water Agency is seeking consultants to provide on-call and project specific engineering and related consulting/professional services for water system and flood protection system projects, studies, and regulatory compliance matters. This Request for Qualifications is intended to develop a short list of pre-qualified consultants for various engineering and related professional services.

For on-call contracts, Zone 7 intends to select consultants directly from the short list for various engineering and related professional services contracts/agreements. These will be used for smaller projects and studies through on-call contracts. Project specific contracts will require an additional proposal process.

Firms will be selected based on qualifications and will be placed on an eligibility list for a period of up to five years. Zone 7 may, at its sole discretion, re-issue the RFQ during the five-year period and add additional consultants to the list. However, the term and all related lists will expire on June 30, 2029.

Interested consultants are invited to respond to this RFQ by submitting a statement of qualifications (SOQ). A consultant is not required to demonstrate qualifications in every engineering discipline or other service (specialty/discipline) listed to make the short list. Consultants shall make clear the services for which they wish to be considered as part of their SOQ as instructed below.

II. INSTRUCTIONS TO PROPOSERS

A. Examination of RFQ Documents

By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFQ, and that it is capable of performing timely and quality work to the level of Zone 7's

expectations and achievement of its objectives. Furthermore, Proposer agrees with and ensures compliance, if selected, with the terms and conditions of the attached Professional Services Agreement (see Attachment C) or similar. Changes to this Agreement and insurance requirements will not be allowed.

B. Addenda/Clarifications

Written questions or comments regarding this RFQ can be submitted by email to **Mariza Sibal** at msibal@zone7water.com no later than **2:00 p.m. on February 9, 2024**. Responses from Zone 7 will be communicated by e-mail.

C. Submission of SOQs

All SOQs are to be submitted to **Mariza Sibal** by email at msibal@zone7water.com no later than **2:00 p.m. on February 16, 2024**. SOQs received after this time will not be accepted and will be returned to the Proposers unopened. It is the responsibility of the consultant to ensure that the Zone 7 contact listed above has received the electronic submission by the deadline.

The Proposer shall submit its SOQ, addressed as noted above. Submittals shall also include the firm's rates in a separate file that clearly states that the contents are the rates. The rate sheet must identify the proposed job classifications and corresponding hourly rates (for 2024) for performing the services. This information will not be used during the qualifications review.

D. SOQ Documents Inclusion

At the sole discretion of Zone 7, the SOQ documents may be deemed a part of the contract resulting from this RFQ, if awarded.

E. Withdrawal of SOQs

A Proposer may withdraw its SOQ at any time before the expiration of the time for submission of SOQs as provided in this RFQ, by emailing **Mariza Sibal** with a written request for withdrawal signed by, or on behalf of, the Proposer. The time of delivery shall be the time such request is received electronically by Zone 7. The Proposer assumes the risk of mis-delivery.

F. Public Records Act Requests

Zone 7 believes that the public interest is served by securing the best quality work at the lowest price. Accordingly, we request information about your company's qualifications, past experience and other similar items. Under California law, if requested to provide a copy of your proposal to a third party, we will do so in order to comply with the California Public Records Act.

If you believe that any information that you will be providing to Zone 7 is confidential or is subject to protection as a trade secret, please clearly mark that information as confidential in your submittal. You may highlight the confidential information in yellow or otherwise mark it so that Zone 7 personnel clearly know that it is confidential or

trade secret information.

Zone 7 will do its best not to disclose confidential or trade secret information that is clearly marked as such, but you should know that you bear the risk of marking the confidential/trade secret information sufficiently clearly so as to allow Zone 7 personnel to redact that information prior to providing it to a requestor. Zone 7 assumes no responsibility for any failure on your part to mark the information sufficiently clearly so as to allow our staff to redact the information at the appropriate time.

Prior to disclosing your proposal to a requestor, Zone 7 will provide you with reasonable notice of the request and a reasonable opportunity to seek a protective order from a court of competent jurisdiction. Zone 7 will not contest your request for a protective order but will also not contest a request for your response to the request for proposals. Zone 7 will comply with any order regarding disclosure from a court of competent jurisdiction.

G. Rights of Zone 7

This RFQ does not commit Zone 7 to enter into a contract, nor does it obligate Zone 7 to pay for any costs incurred in the preparation and submission of SOQs or in anticipation of a contract.

Zone 7 may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the services described in this RFQ.

Zone 7 reserves the right to:

1. Reject any or all Statements of Qualifications.
2. Issue subsequent Requests for Qualifications.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Qualifications process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the Proposers.
7. Solicit best and final offers from all or some of the Proposers.
8. Award a contract to one or more Proposers.
9. Award a contract to a team created by Zone 7 from the Proposers and/or its subcontractors.
10. Accept other than the lowest rates or rating.
11. Waive informalities and irregularities in SOQs.
12. Reissue the RFQ within the five-year period to add additional consultants.

Some of the categories in Attachment B may include anticipated project information over the next five years. These lists of projects are preliminary, provided as an example, and subject to further additions or deletion. Zone 7 may use a firm on the short list that it feels is best suited to perform on-call engineering or related services for any future on-call agreements/contracts within the five-year period. Project specific

agreements/contracts are anticipated to require an additional proposal process.

H. Contract Type and Timeline

Selection of a firm or firms may result in an on-call Professional Services Agreement with Rate Schedules to be used and with issuance of Task Orders for specific assignments on various projects. **The anticipated service agreement/contract period is up to five years, beginning on or about July 2024.** The period expires no later than June 30, 2029.

It is anticipated that the initial services agreements/contracts would be set for a three year period and may be renewed for up to two additional one-year periods at Zone 7's discretion. Consultant may request to adjust rate schedules annually. In addition to the on-call agreements/contracts, specific project contracts may also be awarded to the selected firm(s), as needed, during this five-year period.

I. Compliance with Laws; Conflict of Interest.

Consultant agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, collusion and conflicts of interest.

Should services agreement become work on "Public Works": 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.

III. PROPOSER'S MINIMUM QUALIFICATIONS

1. Proposer must respond to this RFQ in a responsible and thoughtful manner.
2. Proposer must demonstrate suitable education and experience in one or more discipline areas noted in this RFQ for which the proposer is submitting qualifications. Proposer need not have competency in all areas.
3. Proposer will identify on Attachment A the category or categories for which they are submitting qualifications for review.
4. The selected consultant(s) shall have their insurance carrier(s) submit the necessary Certificate(s) of Insurance at the time the contract is drafted, and they shall be made a part of the final contract with Zone 7. Refer to Attachment C, which contains Zone 7's Services Agreements and Attachment D, Insurance Requirements. Consultants performing engineering design related services shall provide the "Design Professional Insurance" included in Attachment D. Non-engineering design services

will require the "Professional Services Insurance" included in Attachment D. Any firm using a drone under the contract shall provide the "Drone Insurance" included in Attachment D. The SCADA on-call contract requires the "Cyber Non-Professional Liability Insurance" included in Attachment D. Proposers agree to execute Zone 7's standard professional services agreements if selected for a project, study or service. It is the responsibility of each Proposer, before submitting the SOQ, to thoroughly examine Zone 7's standard professional services agreements attached to this RFQ. No modifications will be allowed.

5. The consultant shall work effectively and in a timely manner with Zone 7's governing Board, executive management, and all staff levels of Zone 7.
6. The Proposer shall comply with applicable federal, state and local regulations concerning equal employment opportunity requirements.

III. SOQ FORMAT AND CONTENT

The total SOQ length (items 2 through 5, below) should not exceed 8 pages for each category, excluding resumes. Responses need only be limited to those categories of work in Attachment A for which you are seeking eligibility listing.

Please submit the SOQ in PDF format via email, which shall be organized as follows:

1. Completed **Attachment A**.
2. **Introduction** – Brief firm profile including history, staff size, office location(s), and areas of expertise.
3. **Qualifications & Experience of the Team** – For up to five key team members (including one contract manager)¹, include a summary of their qualifications, education, expertise, certifications, and project experience as it relates to the proposed services. Provide brief summaries of recent relevant project experience as they relate to the proposed team, proposed services, local experience, and water supply/flood protection projects/issues. The contract manager listed should be available for, and lead, the oral presentation (if interviews are requested). Sample work products should not be included but may be requested.
4. **Approach to Work** – Use this section to summarize your approach to the categories identified in the scope of work, the unique strengths of your project team, and why your firm should be selected. This may be used as an opportunity to expand upon your firm's specific experience and expertise as applicable to the proposed services.

¹ **Key team members** are individuals who would be responsible for task planning and management, as well as those who would be assigned to carry out assignments. One of these individuals must be designated as the **contract manager**, who would be the primary point of contact for Zone 7 on contracting, task orders, and invoicing.

5. **Team References** – From recent applicable experience of the key team members (up to 5), list three (3) relevant projects, and include the agency, staff contact name, address, and telephone number for each.
6. **Resumes** – Resumes for up to five key team members (the same individuals identified under Qualifications & Experience). Resumes can expand on the information provided for the team members under Qualifications and Experience. *Not included in page count, but brevity is appreciated.*
7. **Rate Information (Separate PDF)** – One copy of Rate Schedule shall be submitted in a separate PDF, clearly named as rates and indicate your firm's name. It shall include a fee schedule and a matrix that identifies the proposed staff, their title and position in firm, and corresponding 2024 hourly billing rates for performing the services discussed in the scope of work.

IV. EVALUATION AND SELECTION

A. Evaluation Criteria: The following criteria will be used to evaluate written proposals that are submitted. Quality and experience will be weighted most heavily. All others will be weighted approximately the same.

1. General response to the RFQ.
2. Quality and experience: Technical experience in performing work of closely similar nature; qualifications of key personnel; key personnel's level of involvement in performing related work; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; experience working with water supply, flood protection or other public agencies; record of completing work on schedule; strength and stability of the firm.
3. Assessments by client references.
4. For Materials Testing and Support Services, the firm's location shall be within 40 miles of the Zone 7 North Canyons Office.

B. Evaluation Procedure

A Review Board, generally made up of Zone 7 staff, will review the submitted SOQs, establish a list of finalists based on pre-established review criteria, interview firms if necessary, and prepare the eligible list of firms based on demonstrated competence and qualifications. All firms meeting the criteria will be on the finalists list. Selection for on-call agreements/contracts may be made directly from the list without interviews or further discussion. For project specific contracts, a proposal may be sought from one or more firms on the list prior to negotiating a project specific scope and executing the contract. The names of the Review Board Members, individual or composite rating and/or evaluation forms prepared by the Review Board will not be revealed.

C. Award

A list of selected firms will be kept on file for five years and used for on-call services contracts and project specific contracts. For project specific contracts, a proposal will be sought from one or more firms on the list prior to negotiating a project specific scope and executing the contract.

V. ATTACHMENTS

- A. Eligibility Review Checklist
- B. Proposed Scope of Services
- C. Sample Zone 7 Agreements
- D. Insurance Requirements
- E. AutoCAD Standards

ATTACHMENT A

ELIGIBILITY LIST - QUALIFICATIONS CATEGORIES

Firm/Team Name: _____

Selected firms will be placed on a list of firms eligible to support such work, as needed, for a period up to 5 years. Submitted SOQs will be divided by category of work for evaluation and the eligibility list. To this end, SOQs need not show competency in all categories of work – Proposers will identify here the categories of work to which they are submitting qualifications for eligibility review.

Select as many as apply, but we encourage selecting only those categories that are demonstrated by your SOQ as core strengths of the firm.

Category	Scope of Work	Applying for Eligibility Review?
1	Water Supply Systems Engineering Services	<input type="checkbox"/> Y <input type="checkbox"/> N
2	Flood Protection Engineering Services	<input type="checkbox"/> Y <input type="checkbox"/> N
3	Electrical Engineering Services	<input type="checkbox"/> Y <input type="checkbox"/> N
4	SCADA System Configuration & Programming Services	<input type="checkbox"/> Y <input type="checkbox"/> N
5	Materials Testing and Support Services	<input type="checkbox"/> Y <input type="checkbox"/> N
6	Construction Management Services	<input type="checkbox"/> Y <input type="checkbox"/> N
7	Geotechnical Engineering Services	<input type="checkbox"/> Y <input type="checkbox"/> N
8	Water Supply Planning Services	<input type="checkbox"/> Y <input type="checkbox"/> N
9	Coating System Inspection Services	<input type="checkbox"/> Y <input type="checkbox"/> N
10	Industrial Hygiene and Hazardous Materials Management Services	<input type="checkbox"/> Y <input type="checkbox"/> N
11	Project Planning and Support Services	<input type="checkbox"/> Y <input type="checkbox"/> N
12	Land Surveying	<input type="checkbox"/> Y <input type="checkbox"/> N
13	NPDES Permits Support	<input type="checkbox"/> Y <input type="checkbox"/> N
14	SWPPP QSD and QSP Services	<input type="checkbox"/> Y <input type="checkbox"/> N
15	Ecological Engineering and Geomorphology Services	<input type="checkbox"/> Y <input type="checkbox"/> N
16	Hydrologic and Hydraulic Modeling Services- Flood Protection Engineering	<input type="checkbox"/> Y <input type="checkbox"/> N
17	Hydraulic Modeling Services – Water Supply Systems	<input type="checkbox"/> Y <input type="checkbox"/> N
18	Operation and Maintenance Support Services	<input type="checkbox"/> Y <input type="checkbox"/> N

ATTACHMENT B SCOPE OF SERVICES

1. WATER SUPPLY SYSTEMS ENGINEERING SERVICES

Typical assignments would be to assist staff with planning, design, improvement/modification, and repair/replacement of the following in our water supply facilities:

- Water treatment plant processes.
- Municipal groundwater extraction well facilities (including down-hole well design and well facilities).
- Transmission pipelines.
- Pump stations.
- Groundwater treatment by reverse osmosis and associated facilities.
- Chemical storage and feed systems.
- Office buildings.

And to:

- Provide project management and/or general civil, structural, electrical, and mechanical engineering assistance to Zone 7 staff.
- Prepare calculations and assist with selection of equipment.
- Prepare design drawings in accordance with Zone 7 AutoCAD Standards, specifications and cost estimates.
- Perform site observation visits and construction inspection.
- Provide clarifications and review of change orders.
- Review submittals.
- Prepare record drawings.
- Prepare Vulnerability Assessments for water system facilities.

Consultant may be asked to provide assistance to staff in an emergency (as defined by Zone 7) by the next business day. Typical situations include water pipeline breaks for pipelines between 12 inches and 48 inches in diameter. Consultant would need to provide staff with recommendations for repairs on the same day and may need to visit the site. Consultant shall advise in the SOQ if they can provide assistance in this manner.

2. FLOOD PROTECTION ENGINEERING SERVICES

Consultant shall support Agency's resources needs to supplement current engineering staffing and assist where needed. Typical assignments would be to assist staff with design, improvement/modification, and repair of the following in our flood protection

facilities:

- Flood Protection Channels, Structures and Appurtenances.

And to:

- Provide general civil engineering assistance to Zone 7 staff.
- Prepare calculations and assist with selection of equipment.
- Prepare design drawings in accordance with Zone 7 AutoCAD Standards, specifications and cost estimates.
- Perform site observation visits and construction inspection.
- Provide clarifications and review of change orders.
- Review submittals.
- Prepare record drawings.
- Provide general land and unmanned aircraft system survey assistance.

3. ELECTRICAL ENGINEERING SERVICES

Typical assignments would be to assist staff with design, improvement, and modification of the following in our water supply facilities:

- Electrical and control system design and construction services as part of a larger in-house project such as chemical system replacement projects. These projects would typically include new small pumps, drives and control panels, connection to existing 480V panels, and new instruments such as flowmeters, level indicators, etc.
- Perform load studies at existing facilities.
- Act as an extension of staff to review electrical and control system designs prepared by consultants during large scale design projects.

And to:

- Provide general electrical engineering assistance to Zone 7 staff.
- Prepare electrical engineering calculations, specifications, and assist with selection of instrumentation.
- Prepare design drawings in accordance with Zone 7 AutoCAD Standards.
- Perform site observation visits and construction inspection.
- Provide clarifications and review of change orders.
- Review submittals.
- Prepare record drawings.
- Prepare PG&E applications for new services.

4. SCADA SYSTEM CONFIGURATION AND PROGRAMMING SERVICES

Typical assignments would be to assist staff with the following:

- SCADA System Configuration, Programming, and Maintenance (Wonderware System Platform, Schneider Magelis LOIs).
- PLC Programming (Modicon, using both Concept and EcoStruxure).
- Control System Network Configuration.
- Control Systems Documentation.

The Consultant(s) may perform the following, or similar, services.

- SCADA system development and modifications.
- SCADA server maintenance (including OS updates, SCADA software maintenance, and optimization).
- Local interface configuration and programming.
- Control System network configuration (including router/switch configuration, network monitoring, and redundancy).
- SCADA IT-related tasks (including domain management, software management, and network security).
- PLC Programming (including program modifications, program conversion, and communications).
- Control Systems hardware configuration (including VFDs, power monitoring equipment, and stand-alone controllers).
- Radio system design and configuration.
- Control strategy and procedure development.
- Control system documentation (including P&IDs, network diagrams, programming standard development) in accordance with Zone 7 AutoCAD Standards.

5. MATERIALS TESTING AND SUPPORT SERVICES

Typical assignments would be to assist staff with the following in our water supply and flood protection facilities:

- Pre-Construction Services: attendance at meetings, consultation, etc.
- Construction Inspection and Testing Services.

The Consultant(s) may perform the following, or similar, services.

- Pre-Construction Services
 - Attend meetings (e.g., pre-bid, pre-construction)
- Provide any consultation requested
- Construction Inspection and Testing Services

- Provide construction observation.
- Provide materials testing for construction materials (including, but not limited to, concrete, steel, shotcrete, and coatings).
- Provide special inspections of contractors' work (including, but not limited to, reinforcement steel placement, concrete placement, and welding).
- Provide non-destructive testing.
- Provide specialized testing, inspection or analysis (including, but not limited, to forensic, failure or investigation analysis).
- Assist with enforcement of quality assurance requirements.
- Prepare written documentation clearly labeling whether the construction testing or materials testing has passed as related to contract documents (e.g., daily field activity reports, weekly reports reviewed by licensed engineers, and laboratory test results).
- Other Related Services
 - Provide Zone 7 and/or construction management firm of first-hand knowledge of project progress.
 - Establish a working relationship that will open lines of communication keeping all responsible parties aware of current and upcoming progress and requirements.

6. CONSTRUCTION MANAGEMENT SERVICES

Typical assignments would be to assist staff with the following in our water supply and flood protection facilities:

- Prepare bid and constructability reviews.
- Construction management services during construction.

The Consultant(s) may perform the following, or similar, services.

- Review of plans and specifications.
- Constructability review.
- Front-end specification assessment and development.
- Provide assistance with contractor pre-qualification.
- Provide assistance with cost estimating.
- Pre-bid contract document review.
- Review of RFI's.
- Review of submittals.
- Review of project schedules.
- Contract administration.
- Resident engineering.
- Soils and material testing services coordination.
- Construction inspection.
- Assistance to Zone 7 staff with project cost control.
- Review of and processing change orders.
- Management of the project quality assurance program.

- Assist with dispute resolution and overseeing contractor's quality control.
- Coordination with Zone 7 Operations & Maintenance staff for facility shut-downs.
- Provide assistance with SWPPP reviews and monitoring.
- Provide assistance with labor compliance program certified payrolls review.
- Work effectively and in a timely manner with the governing Zone 7 Board of Directors, top management, and all staff levels of Zone 7.
- Use of Zone 7 AutoCAD Standards if requested.

7. GEOTECHNICAL ENGINEERING SERVICES

Typical assignments would be to assist staff with the following in our water supply and flood protection facilities:

General on-call geotechnical engineering support services.

- Foundation reviews & design.
- Slope repair review & design.

The Consultant(s) may perform the following, or similar, services.

- Geotechnical engineering services.
- Field technician services.
- Field observation.
- Construction observation.
- Soil borings with laboratory testing.
- Soils analysis and report.
- Inclinator readings and analysis.
- Provide clarifications and review of change orders.
- Review submittals.
- Prepare design drawings and specifications in accordance with Zone 7 AutoCAD Standards.

8. WATER SUPPLY PLANNING SERVICES

Typical assignments would be to assist staff with the following:

- Preparation of urban water management plans.
- Demand analysis and forecasting.
- Conservation program evaluation and development.
- Water supply evaluation and optimization, including modeling.
- Groundwater and surface water facility planning .
- Capital improvement program planning.
- Water rate and connection fee studies.
- Water rights and water transfers.
- Groundwater and surface water modeling.

9. COATING SYSTEM INSPECTION SERVICES

Typical assignments would be to assist staff with coating recommendations, specification preparation, and to perform coating inspections of water supply systems.

- SSPC QP5 certified inspection firm.
- Provide an AMPP (formerly NACE) Level 3 coating inspector and appropriate testing equipment.
- Assistance with coating specification preparation, pre-bid meeting with potential contractors, and bidding questions.
- Assistance with construction related items including, but not limited to, attendance at pre-construction meeting(s), coating related submittal reviews, construction change orders, and/or claims.
- Inspection of other coating projects.
- Assistance with coating related dispute resolution.

10. INDUSTRIAL HYGIENE AND HAZARDOUS MATERIALS MANAGEMENT SERVICES

Typical assignments would be to assist staff in safety and regulatory matters related to the following:

- Assistance with emergency generator compliance.
- Assistance with CalARP compliance.
- Assistance with HMBPs.
- Assistance with facility and tank closure plans.
- Other related regulatory compliance.
- Miscellaneous environmental testing services.

11. PROJECT PLANNING AND SUPPORT SERVICES

Typical assignments would be to assist staff with project planning and support services, which may include the following:

- Project planning and delivery.
- Designing and facilitating stakeholder engagement plans.
- Evaluation of policies, programs, processes standards, performance metrics, and procedures.
- Partnering and facilitation services.
- Administrative services including rate and charge assessments.

12. LAND SURVEYING

Typical assignments would be to assist staff with the following in our water supply and flood protection facilities:

- Provide field surveying related services at various locations within the Zone 7 service area including but not limited to topographic surveys, Global Positioning System (GPS), benchmarks, surface and subsurface utility surveys, boundary surveys, cross-sections, aerial photos, aerial surveys, construction baseline survey and staking, movement monitoring work, and set permanent monuments.
- Provide office surveying related services including downloading field data to and from computer in AutoCAD 2018 to general files including point, digital terrain model (DTM), triangulated irregular network (TIN), contour, plan, profile cross section, calculating traverse, inverse, area, earthwork and plotting results on 22 x 34-inch (or other requested size) mylar film. Provide Zone 7 with an electronic copy of survey drawings and other information collected and compiled in AutoCAD 2018 (or other agreed upon format) by email, Dropbox or similar file transfer method. Zone 7 will provide a sample border and logo and will also provide CAD Standards to be utilized.
- Title searches, right-of-way descriptions, and plat preparation work.
- UAS Data Acquisition: Employment of UAS to take current aerial photographs (orthophoto topo) of each project site to acquire pre, in-progress and post construction imagery of the sites. Pre-construction imagery will be used as the basis for repair and to identify existing opportunities and constraints at the design stage. In-progress imagery will be utilized to gauge work progress and assisting in progress payment calculations. Post-construction imagery is intended for record drawings/as-built drawings purposes.

13. NPDES PERMITS SUPPORT

Typical assignments would be to provide NPDES Permit compliance guidance to staff including, but not limited to, the following Permits:

- Municipal Regional Stormwater NPDES Permit
- Construction General Permit
- State Drinking Water Discharge Permit

A single project or program at Zone 7 may require compliance with multiple permits such as the Municipal Regional Stormwater NPDES Permit, a Construction General Permit, and a RWQCB 401 certification. While this firm will not be responsible for securing or managing the other permits, on occasion the firm may advise on best practices to streamline and/or prioritize Zone 7's regulatory compliance with multiple, and potentially competing, environmental permit terms.

14. SWPPP QSD AND QSP SERVICES

Typical assignments would be to provide a QSD and/or QSP to assist staff with the compliance of the Construction General Permit in our water supply and flood protection facilities:

- Provide a QSD and/or QSP, depending upon the required services.
- Provide office and field services by a QSD and/or QSP.
- Prepare and/or review construction SWPPPs and related documents.
- Review contract documents related to stormwater.
- Review SWPPP related documents in SMARTS for completion and CGP compliance and provide guidance and recommendations to Zone 7.
- Prepare letters or other communication to contractors regarding CGP compliance issues.

15. ECOLOGICAL ENGINEERING AND GEOMORPHOLOGY SERVICES

Consultant shall support Agency's efforts to implement biotechnical designs for channel repairs. Consultant shall possess in-house fluvial geomorphologist and hydro-geomorphologist to assist in this effort. Typical assignments would be to assist Flood Protection Engineering and Integrated Planning staff with planning, design, permitting, improvement/modification, and repair of the following:

- Flood Protection Facilities

Typical assignments would be to assist staff with the following:

- Provide general ecological engineering assistance to Zone 7 staff.
- Design and/or evaluate and/or implement biotechnical erosion control and stream bank stabilization projects using live native vegetation or a combination of vegetative and structural materials.
- Design and/or evaluate and/or implement restoration or creation of pond, wetland and riparian habitat.
- Design and/or evaluate and/or implement fish passage and screening projects for small urban creeks.
- Design and/or evaluate and/or implement floodplain restoration and connection projects.
- Perform geomorphic (fluvial geomorphologist) and hydrology/hydraulic studies, such as evaluating channel geomorphology, sediment management, flood capacity/conveyance, sheer stress modeling, groundwater interactions, or water quality.
- Design and/or evaluate and/or implement sediment transport and management

- projects.
- Perform site monitoring, evaluation, and selection for flood protection and mitigation projects, including technical studies, review of existing data, site reconnaissance, and use of GIS and licensed drone operations related to the function and efficacy of engineering design, evaluation and implementation.
- Perform other related work in support of flood protection projects, permitting, mitigation, and restoration.
- Use Zone 7 AutoCAD Standards if requested.

16. HYDROLOGIC AND HYDRAULIC MODELING SERVICES – FLOOD PROTECTION ENGINEERING

Consultant shall support Zone 7 in updating Agency's hydrologic and hydraulic modeling efforts of the Livermore-Amador Valley. Consultant shall possess in-house resources for US Army Corp of Engineers Hydrologic Engineering Center (HEC) modeling applications, such as HEC-HMS and HEC-RAS. Typical assignments would be to assist staff with planning, design, improvement/modification, and repair of the following:

- Flood Protection Facilities

The Consultant shall perform the following services on an as-needed basis:

- Provide general hydrologic and hydraulic modeling assistance to Zone 7 staff.
- Evaluate, prepare, modify, and/or update Agency's HEC-HMS hydrologic model.
- Evaluate, prepare, modify, and/or update Agency's HEC-RAS 1D/2D hydraulic model.
- Design, evaluate, and/or prepare potential flood protection or riparian restoration projects in hydraulic model.
- Compile and evaluate modeling data, ie. Rainfall, streamflow, soil parameters, etc.
- Compute discharge and return period from streamflow gauge data.
- Collect field data, including ground survey, rainfall/stream gauge data, etc.
- Calibrate hydrologic/hydraulic models.
- Validate hydrologic/hydraulic models.
- Perform field verification of modeling assumptions.
- Provide review support of non-Agency hydrologic/hydraulic models.
- Provide hydrologic/hydraulic modeling training.
- Prepare maps and geospatial hydrologic/hydraulic data.
- Other related work in support of the flood protection and mitigation programs.
- Additional relevant hydrologic/hydraulic analysis tasks to be determined and requested by Zone 7.

17. HYDRAULIC MODELING SERVICES – WATER SUPPLY SYSTEMS

Consultant shall support Zone 7 in updating Agency's hydraulic modeling efforts of the water transmission system facilities. Consultant shall possess in-house resources for water transmission system hydraulic modeling software, such as Infowater/H2ONet. Typical assignments would be to assist staff with planning, design, improvement/modification, and repair of the following in our water supply facilities:

- Water Transmission System Facilities

Typical assignments would be to assist staff with the following:

- Provide general hydraulic modeling assistance to Zone 7 staff.
- Evaluate, prepare, modify, and/or update Agency's Infowater/H2ONet hydraulic model.
- Assist Zone 7 staff and other design consultants with evaluating design and project alternatives based on hydraulic modeling results.
- Compile and evaluate modeling data, ie. pressures, pipe flow, headloss, etc.
- Collect field data, including ground surveys, pressures, pipe flow, headloss, pump curves, etc.
- Calibrate hydraulic models.
- Calibrate hydraulic models/parameters.
- Perform field verification of modeling assumptions.
- Provide review support of non-Agency hydraulic models.
- Provide hydraulic modeling training.
- Prepare maps, figures, charts, etc. based on and pertaining to hydraulic data.
- Other related work in support of the pipeline transmission system.
- Additional relevant hydraulic analysis tasks to be determined and requested by Zone 7.

18. OPERATION AND MAINTENANCE SUPPORT SERVICES

Consultant shall support Zone 7 in advancing the Agency's maintenance program for the flood protection system. Consultant shall possess in-house resources for conducting routine and emergency inspections, developing maintenance assessments, performing hydrologic and hydraulic modeling, developing budgets for maintenance actions, experience with high water staking, supporting emergency operations, and experience in infrastructure asset management. Typical assignments would be to assist staff with developing maintenance plans and budgets, hydraulic modeling to support maintenance decisions, support during and immediately after storm events and developing asset management plans for the following in our flood protection facilities:

- Flood Protection Facilities

Typical assignments would be to assist staff with the following:

- Participate in Agency semiannual maintenance inspections (semi-annual, post-storm damages) and assist in preparing and summarizing inspection report.
- Assist Agency during storm events, collecting high water and flood data and other flood-related information during or immediately after a storm event.
- Develop annual budget for routine maintenance activities, forecasted to result from adopting a performance-based maintenance plan.
- Evaluate the Agency's flood protection system infrastructure to identify an asset management plan.
- Provide technical support to the Agency to secure permits for maintenance work.
- Provide technical expertise to assist the Agency in assessing flood system deficiencies for repair.
- Prepare an update to the Agency's operations and maintenance manual to add performance-based maintenance.
- Support maintenance staff in identifying reaches of recurring maintenance related issues.
- Use the Agency's hydraulic model to:
 - Evaluate existing channel roughness and sedimentation to determine whether it is in compliance with the Agency's adopted design.
 - Update the Agency's hydraulic model to reflect maintenance actions.
 - Prepare documentation associated with hydraulic evaluation of maintenance actions.
 - Validate updated hydraulic models, as necessary or when new high-water data is available.
- Use Zone 7 AutoCAD Standards if requested.

ATTACHMENT C
SAMPLE ZONE 7 AGREEMENTS

- 1. Short Form Agreement (for contracts up to \$50,000)**
- 2. Moderate Form Agreement (for contracts over \$50,000)**

1. SHORT FORM SAMPLE AGREEMENT

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7
100 North Canyons Parkway
Livermore, CA 94551

SHORT FORM SERVICES AGREEMENT

This Short Form Services Agreement ("**Agreement**") is entered into on _____ by and between _____ ("**Consultant**") and the Alameda County Flood Control and Water Conservation District, Zone 7 ("**Zone 7**") with regard to the services described below.

I. SCOPE OF SERVICES

The Services to be rendered ("**Services**") consist of _____, and are described more fully in Appendix A, which is attached hereto and incorporated by reference.

II. COMPENSATION FOR SERVICES

1. Consultant's total compensation for Services performed under this Agreement is \$ _____, to be paid as: [a lump sum of _____]; [a lump sum with progress payments]; [per the schedule of rates and charges as described in Appendix B].
2. Not to Exceed: Consultant's total compensation for Services performed under this Agreement shall not exceed _____ without the prior written approval of the Parties.
3. Invoices: Consultant will provide detailed invoices for Services rendered under this Agreement to Zone 7 [on a monthly basis] [immediately upon completion of Services], [as described in Appendix B]. Invoices shall be provided in duplicate to the contact person identified below.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by _____ and complete the Services by _____ or within _____ days of commencement of the Services.

IV. TERMS AND CONDITIONS

1. Compliance with Agreement. Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, including all Exhibits and Appendices incorporated herein. Consultant has read and expressly accepts all terms incorporated herein, including provisions relating to indemnity and liability.
2. Additional Terms Incorporated by Reference: The following Appendices are hereby incorporated by reference into this Agreement:
 - a. Appendix A – Scope of Work
 - b. Appendix B – Compensation [Reserved]
 - c. Appendix C – General Terms and Provisions
 - d. Appendix D – Insurance Requirements
 - e. Appendix E – California Public Works Provisions

3. Modifications: 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.
4. Correspondence: All invoices and correspondence related to this Agreement shall be labeled with this Agreement number, and shall be directed to:

Correspondence:

[Contact Person]

Zone 7 Water Agency
100 North Canyons Parkway
Livermore, California, 94551

Invoices:

Email to: Accountspayable@zone7water.com
or Mail to: Zone 7 Water Agency, Accounting
100 North Canyons Parkway
Livermore, CA 94551

5. Insurance: Consultant shall procure and maintain insurance for the duration of this Agreement with insurance companies admitted in California, on forms acceptable to Zone 7, consistent with the requirements of Appendix D (Insurance). The consultant should maintain 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.
6. Public Works: To bid on or perform work under a public works contract, a contractor must comply with relevant registration and labor compliance requirements of the California Public Contract Code and the California Labor Code. The Services performed under this Agreement [are]/[are not] public works pursuant to California Public Contract Code section 1720 and following. Consultant represents and warrants that it is in compliance with all relevant registration and labor compliance requirements necessary for participation in a public works contract, including but not limited to those identified in Appendix E.
7. Third Party Beneficiaries: No third-party beneficiaries are intended or created by this Agreement.
8. Severance: If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal, or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
9. Entire Agreement: This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

ALAMEDA COUNTY FLOOD CONTROL and WATER
CONSERVATION DISTRICT, commonly known as
ZONE 7 WATER AGENCY ("District")

Valerie L. Pryor
General Manager
Date

Consultant

Signature
Date

Print Name & Title

Address

Telephone

TIN or SS Number

SAMPLE

APPENDIX A
SCOPE OF WORK

SAMPLE

APPENDIX B - FEE SCHEDULE

1. **Basic Services.** District will pay Consultant for Basic Services, a maximum compensation as shown ("**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.
2. **Costs and Reimbursables.**
 - 2.1 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.
 - 2.2 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.
 - 2.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.
 - 2.4 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.
3. **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. Invoices shall have reasonable detail of the daily time incurred by personnel assigned to the Project, along with a schedule of Subconsultant and Reimbursable Expenses incurred, supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings and Reimbursable Expenses to date.
4. **Rates.** Consultant Rate Schedule is attached as Appendix B-1. For design services contracts, the Consultant Rate Schedule shall be valid through the end of the design phase and bid period.
5. **Reimbursable Expenses.** Reimbursable Expenses shall be billed at the amount billed to Consultant therefore times [1.1] for general and administrative expenses.
6. **Subconsultants.** Subconsultants shall be billed at the amount billed to Consultant therefore times [1.05] for general and administrative expenses.

GENERAL TERMS AND CONDITIONS

1. **Services Agreement ("Agreement") Force and Effect.** District is not responsible for services rendered without the authority of an order on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal, counter-proposal or addendum supplied by Consultant. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement, and no modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior service agreements and other agreements between Consultant and District with respect to the work and services described herein. 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. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
2. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit or waive Consultant's obligations under this Agreement.
3. **Phases and Performance Requirements.** Consultant shall maintain a quality control program to ensure quality services and deliverables and shall permit District the right to review the services or deliverables hereunder during development in accord with normal industry standards, for example, the submittal of schematic, design development and/or construction documents in the case of architectural/engineering services. Consultant shall advise District of safety, maintenance, cost, life-cycle cost, and cost/benefit factors associated with equipment, systems, or materials specifications developed under this Agreement; and shall conduct independent investigations as necessary to coordinate, verify and/or take steps as necessary to properly interface with existing conditions, available reports and studies, consultants and/or contractors. If requested, Consultant shall make available to District its design calculations and justifications for its recommendations, designs or other deliverables.
4. **Competition.** Unless otherwise permitted in writing by District, Consultant shall not specify unique, innovative, proprietary, or sole source equipment, systems, or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment, or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.
5. **Records and Payment Requests.** Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. 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.
6. **Independent Contractor.** Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.
7. **Indemnity/Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify, and save the Zone 7 Water Agency ("District") and all of their officers, directors, representatives, agents, and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto; excluding, however, such liability, claims, losses, damages or expenses arising from Indemnitees sole negligence or willful acts. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees' rights and remedies, whether under this Agreement or other applicable law, shall be cumulative and not subject to limitation.
8. **Compliance with Laws; Conflict of Interests.** Consultant agrees to comply with all applicable federal and state laws, regulations, and policies, as amended, including those regarding discrimination, unfair labor practices, collusion, and conflicts of interest. Consultant, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this purchase order to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement.
9. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
10. **Ownership of Results.** Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become 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 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. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.
11. **Non-Discrimination Policy.** 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, and shall comply with all applicable laws regarding non-discrimination and equal employment opportunity.
12. **Termination and Suspension.** District may direct Consultant to terminate, 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 and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. 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 the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage, and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of 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.
13. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of 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. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. 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. 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's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitations shall begin running upon discovery of the defect and its cause.
14. **Non-Judicial Administrative Claim Settlement Procedure for Consultant Claims.** In the event of any dispute between Consultant and District regarding any claim 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, conduct an administrative hearing, and 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's 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.

APPENDIX D INSURANCE

SAMPLE

APPENDIX E PUBLIC WORKS CONTRACTS

Contractor/Subcontractor Eligibility:

Contractor represents and warrants that it is eligible to bid on, work on, and be awarded a public works contract pursuant to California Labor Code Section 1777.1 and 1777.7. Contractor will not permit any subcontractors who are ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work under the scope of this Agreement. (Refer to Labor Code § 6109).

Consultant shall comply with all applicable laws and regulations regarding utilization of Apprentices. Consultant agrees to indemnify and hold Zone 7 harmless from any fines, forfeitures, damages, liabilities, losses, penalties, assessments, attorneys' fees, costs, and any other expense arising out of, or connected in any way to, the Consultant's alleged failure to comply with the California Labor Code provisions referenced in this Appendix.

Prevailing Wage Requirements:

This project is subject to prevailing wages. Copies of the prevailing rate of per diem wages for the project are on file at Zone 7's principal office and shall be made available to any interested party on request. In the event that both federal and State prevailing wage requirements apply to this Project, Consultant must pay the higher of the minimum wage rates as determined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor.

Verification of Employee Compensation:

Pursuant to Labor Code § 1860, in accordance with the provisions of Section 3700, the Contractor will be required to secure the payment of compensation to his or her employees.

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." (Refer to Labor Code § 1861).

Assignment of Antitrust Claims:

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees to assign to Zone 7 all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the governing body tenders final payment to the Contractor, without further acknowledgment by the parties.

Trenches and Excavations Deeper than 4 Feet below the Surface:

Pursuant to California Public Contract Code § 7104, if the Scope of Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the following provisions shall apply:

- a) Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - c) In the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Incorporation of Labor Code Provisions:

The following provisions are included in this Contract pursuant to Labor Code § 1775:

Labor Code § 1771.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code § 1773.1

- a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:
 - (1) Health and welfare.
 - (2) Pension.
 - (3) Vacation.
 - (4) Travel.
 - (5) Subsistence.
 - (6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.
 - (7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
 - (8) Industry advancement and collective bargaining agreements administrative fees provided that these payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

(9) Other purposes similar to those specified in paragraphs (1) to (5), inclusive; or other purposes similar to those specified in paragraphs (6) to (8), inclusive, if the payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

- b) Employer payments include all of the following:
 - (1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
 - (2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.
 - (3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.
- c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), or for payments for industry advancement and collective bargaining agreement administrative fees if those payments are not made pursuant to a collective bargaining agreement to which the employer is obligated. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:
 - (1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.
 - (2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director's general prevailing wage determination.
 - (3) The employer payment contribution is irrevocable unless made in error.
- d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.
- e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:
 - (1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
 - (2) The higher rate of payments is required by a project labor agreement.
 - (3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.
 - (4) The director determines that annualization would not serve the purposes of this chapter.
- f) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

- (2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.
- (3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

Labor Code § 1775.

- a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

- c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Labor Code § 1776.

- a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as

computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

- d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Labor Code § 1777.

Any officer, agent, or representative of the State or of any political subdivision who willfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor.

Labor Code §1777.5.

- a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.
(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.
- b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be

submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

- f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
 - (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - 4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

- l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees if they are already covered by the local apprenticeship standards.
- m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:
- (i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
- (ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.
- (iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.
- (B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.
- (C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.
- n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

- o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5

Labor Code § 1810.

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

Labor Code § 1811.

The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

Labor Code § 1812.

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

Labor Code § 1813.

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

Labor Code § 1815.

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Appendix E - **CONTRACTOR AFFIDAVIT**

I _____ declare under penalty of perjury under the laws of the State of California that:

1. I am the [Owner/Officer/Partner] of [Company] and I am responsible for the payment of persons employed by [Company] who performed work on the [Project] .

2. During all payroll periods from _____ through _____, all persons employed by [Company] on this project have at all times been paid the specified general prevailing-rate of per diem wages and any amounts due pursuant to California Labor Code Section 1813.

Executed and sworn to this _____ day of _____, 20____.

(Officer, Owner, Partner)

2. MODERATE FORM SAMPLE AGREEMENT

SERVICES AGREEMENT

between

**ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT, ZONE 7**

and

Consultant Name

for

Project/Program Name

Contract No. _____

Dated _____

This Professional Services Agreement ("**Agreement**") is made effective as of _____, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("**Agency**"), a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California and _____, a **DESCRIBE BUSINESS ENTITY, E.G., PROFESSIONAL CORPORATION** ("**Consultant**") (collectively, the "**Parties**"), at Livermore, California, with reference to the following facts and intentions:

WHEREAS, The Agency is engaging in _____ ("**Project**"); and

WHEREAS, The Agency requires a highly qualified consultant with the requisite knowledge, skill, ability and expertise to provide the necessary services for the Project ("**Services**"); and

WHEREAS, Consultant represents to the Agency that it is fully qualified and available to perform the Services for and as requested by the Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein, the Parties agree as follows:

1. SCOPE OF WORK

- 1.1. Consultant shall provide all services set out in Appendix A, Scope of Work, attached and incorporated here to the satisfaction of the Agency.
- 1.2. **Independent Contractor; Agency** - The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Agency. The Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in the Alameda County Employees' Retirement Association (ACERA). Except as expressly provided herein, the Consultant is not eligible to receive overtime, vacation or sick pay. The Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Agency.
- 1.3. **Extra Services** - Before performing any services outside the scope of this Agreement ("**Extra Services**"), Consultant shall submit a written request for approval of such Extra Services and receive written approval from the Agency. The Agency shall have no responsibility to compensate Consultant for any Extra Services provided by Consultant without such prior written approval.
- 1.4. **Methods** - Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the Services

required by the Agency. The Agency shall not have any right to direct the methods, details and means of the Services; however, Consultant must receive prior written approval from the Agency before assigning or changing any assignment of Consultant's project manager or key personnel and before using any Sub-consultants ("Sub-consultants") or Sub-consultant agreements for services or materials under this Agreement and any work authorizations.

- 1.5. **Review** - Consultant shall furnish the Agency with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Agency. The Agency's review and approval of the Services shall not; however, relieve Consultant of any of its obligations under this Agreement.

2. COMPENSATION

- 2.1. **Amount** – As consideration for the Services described above, THE AGENCY will pay the Consultant an amount not to exceed \$_____ ("Maximum Amount"). DESCRIBE ANY PERIODIC BILLING REQUIREMENTS, EXPECTATIONS OR OTHER PARTICULARS, E.G., NOT TO EXCEED \$_____ PER MONTH, OR CONSULTANT SHALL NOTIFY THE AGENCY WHEN TOTAL INVOICED AMOUNT EQUALS 80% OF MAXIMUM AMOUNT.

Payments will be made at the rates set forth in the Fee Schedule which is attached hereto within and incorporated herein as though fully set forth ("Fee Schedule" – Appendix B). Consultant shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested.

- 2.2. **Invoicing** – The invoice shall identify and describe the activities performed by Consultant and state the total cost of the Services for the period of the invoice; the hours worked; the name and title of the person(s) performing the work; the hourly rate for the person(s) performing the work; the accrued reimbursable expenses; and the budget amount and percentage remaining (after invoice payment), without reduction for retentions. The invoice shall also identify expenses for which reimbursement is requested and attach supporting documentation, including original receipts and/or bills. Any expenses exceeding \$500 shall require written approval from the Agency. Reimbursable costs shall not include any administrative or overhead expenses and shall be reimbursable as described in the Fee Schedule.

Costs or expenses not designated or identified in the Fee Schedule shall not be reimbursable unless otherwise provided in this Agreement. Only actual time in providing the Services will be charged. The Agency will not make any payments for Consultant's travel time incurred in providing the Services, and

Consultant agrees not to invoice the Agency for any travel time incurred in providing the Services.

The Agency shall review and approve all invoices prior to payment. Consultant agrees to submit additional supporting documentation to support the invoice if requested by the Agency. If the Agency does not approve an invoice, the Agency shall send a notice to the Consultant setting forth the reason(s) the invoice was not approved. Consultant may re-invoice the Agency to cure the defects identified in the Agency notice. The revised invoice will be treated as a new submittal. If the Agency contests all or any portion of an invoice, the Agency and the Consultant shall use their best efforts to resolve the contested portion of the invoice.

The Agency shall pay approved invoice amounts within thirty (30) days of receipt. The Agency's determinations regarding verification of Consultant's performance, accrued reimbursable expenses, and percentage of completion shall be binding and conclusive. Consultant's time records, invoices, receipts and other documentation supporting the invoices shall be available for review by the Agency upon reasonable notice and shall be retained by Consultant for three (3) years after completion of the Project.

All invoices submitted for payment must indicate the Agreement number and either are to be emailed to accountspayable@zone7water.com or a hard copy mailed to Zone 7 Water Agency, 100 North Canyons Parkway, Livermore, CA 94551, Attention: Accounts Payable.

- 2.3. **Withholding Payment** – In the event the Agency has reasonable grounds for believing Consultant will be unable to materially perform the Services under this Agreement or unable to complete the Services within the Maximum Amount described in this Agreement, or if the Agency becomes aware of a potential claim against Consultant or the Agency arising out of Consultant's negligence, intentional act or breach of any provision of this Agreement, including a potential claim against Consultant by the Agency, then the Agency may withhold payment of any amount payable to Consultant that the Agency determines is related to such inability to complete the Services, negligence, intentional act, or breach.

3. TAXES; INSURANCE; PERMITS; LICENSES

- 3.1. **Taxes** - Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, worker's compensation insurance, state disability insurance, and any other taxes or insurance Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant

shall comply with such provisions before commencing the performance of the Services under the Agreement. Consultant and its Sub-consultants shall maintain applicable workers' compensation insurance for their employees in effect during all work covered by the Agreement.

- 3.2. **Permits and Licenses** - Consultant shall procure and maintain all permits, and licenses and other government-required certification necessary for the performance of the Services, all at the sole cost of Consultant. None of the items referenced in this section shall be reimbursable to Consultant under the Agreement. Consultant shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

4. RISK TRANSFER PROVISIONS

- 4.1. **Workers' Compensation Insurance** - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.

- 4.2. **Indemnification** - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers, and each of them (collectively "the Agency") from and against:

4.2.1. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the services by Consultant, including its agents and employees, under this Agreement, for damages to persons or property arising, pertaining to or relating to the Consultant's negligent acts or omissions or willful misconduct or the failure of Consultant to comply with any professional standard of care applicable to Consultant's services.

4.2.2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

4.2.3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to the Agency, which the Agency may incur with respect to the failure, neglect, or refusal of Consultant to perform the Services or its obligations under the Agreement. Such costs, expenses, and damages shall include all costs,

including attorneys' fees, incurred by the Agency in any lawsuit to which it is a party. Upon the Agency's tender, Consultant shall immediately defend, at its own cost, expense and risk, any and all such suits, actions or other legal proceedings, with counsel acceptable to the Agency. Consultant shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non-performance of the work hereunder, and shall not tender such claims to the Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

4.2.4. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings if arising as provided in the previous subsections of this Section.

4.2.5. Consultant shall reimburse the Agency or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith.

Consultant's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant, its agents, employees under any applicable Worker Compensation Act, Disability Benefits Act, or other employee benefit act. Consultant's obligation to defend and indemnify shall not be restricted by the insurance requirements of this Agreement or to insurance proceeds, if any received by the Agency, or its directors, officers, employees, or authorized volunteers.

Notwithstanding the foregoing obligations, Consultant shall not at any time be responsible for any claims, liabilities or demands to the extent that they arise from the negligence or willful misconduct of the Agency, provided, however, that contributory negligence will not relieve Consultant of its obligation to defend unless the claims, liabilities or demand are the result of the sole negligence or willful misconduct of Agency.

The indemnity provided under this indemnification provision is intended to and will survive the expiration or termination of the Agreement and remain in full force and effect until barred by the applicable statute of limitations.

5. GENERAL CONDITIONS

5.1. **Laws, Regulations and Permits** -The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws,

ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

- 5.2. **Safety** - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- 5.3. **Labor Compliance Requirements** - Labor Compliance requirements (Prevailing Wage, SB 854): Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, and Electronic Certified Payroll Records to Labor Commissioner. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement are available at the Department of Industrial Relations. **[For Public Works Contracts]** Copies of the rate of per diem prevailing wage shall be on file at the principal office of the Agency, and shall be made available to any interested party upon request.

6. REQUIRED INSURANCE

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this Agreement, the following commercial general liability, professional liability and automobile liability insurance. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.

- 6.1. **Coverage** - Coverage shall be at least as broad as the following or as provided in Appendix C:

- 6.1.1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors

or omissions. **If Claims Made Policies:** the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**; and 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.

6.1.2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

6.1.3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned and hired automobiles).

6.2. **Limits** - The Consultant shall maintain limits no less than the following:

6.2.1. Professional Liability – Two million dollars (\$2,000,000) per claim and annual aggregate.

6.2.2. Commercial General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

6.2.3. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

6.2.4. Excess Liability – The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-Insurance shall be called upon to protect it as a named insured.

6.3. **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 6.3.1. The Agency, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 10 01 specifically naming all of the Agency parties required in this Agreement, or using language that states "as required by contract"). All Sub-consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officers, employees, or authorized volunteers.
- 6.3.2. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Agency. Additionally, Consultant shall give Agency thirty (30) days written notice prior to any material change or cancellation of said coverage.
- 6.3.3. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the Agency, its directors, officers, employees, or authorized volunteers, using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall be in excess of the insurance required under this Agreement, and shall not contribute to it.
- 6.3.4. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Agency, its directors, officers, employees, or authorized volunteers.
- 6.3.5. Such liability insurance shall indemnify the Consultant and his/her Sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her Sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- 6.3.6. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability.
- 6.3.7. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- 6.4. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all Sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through Sub-consultants in carrying out the

work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, with statutory limits. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Agency, 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 Agency has received a waiver of subrogation from the insurer.

- 6.5. **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.
- 6.6. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the Agency.
- 6.7. **Evidences of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the Agency a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation. The Agency reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Consultant shall maintain the Insurance required by this Agreement throughout the term of the Agreement and for a period of not less than 5 years following the termination of completion of this Agreement. Consultant further waives all rights of subrogation under this Agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Consultant shall, upon demand of the Agency, deliver to the Agency such policy or policies of insurance and the receipts for payment of premiums thereon.

- 6.8. **Continuation of Coverage** - If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date. Failure to

comply with any of the Insurance requirements shall constitute material breach of contract. The insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Consultant's obligations under this Agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this Agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Agreement and shall not in any way act to limit or restrict the defense or indemnity or additional insure obligations of the Consultant or the Consultant's insurance carrier, and shall be for (1) the full extent of the insurance or self-insurance overages and limits carried by or available to the Consultant, or (2) the minimum insurance coverage and amounts shown in this Agreement; whichever is greater. Agency reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this Agreement.

- 6.9. **Sub-Consultants** - In the event that the Consultant employs other consultants ("Sub-consultants") as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-consultant meets the minimum insurance requirements specified above.

7. LABOR AND MATERIALS

Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and Sub-consultants and shall be responsible for the timely performance of the Services required by this Agreement. Consultant's standard schedule of fees and charges is attached, which is incorporated herein as though fully set forth in the Fee Schedule attached hereto (Appendix B). All compensation for Consultant's Services under this Agreement shall be pursuant to the Fee Schedule.

8. TERM OF THE AGREEMENT

- 8.1. **Period of Services** – This Agreement between the Agency and Consultant is for a term of NUMBER OF MONTHS, beginning DATE and ending DATE, subject to the termination provisions herein.
- 8.2. **Termination** – The Agency may terminate this Agreement for any reason by giving Consultant at least thirty (30) days or earlier (depending on nature of services) prior written notice of such termination. Such termination shall not relieve the Agency from responsibility for payment for Services rendered by Consultant prior to the date of termination but shall relieve the Agency of

its obligations for the full payment of compensation due under the Agreement for the Services of Consultant after the notice of termination.

- 8.3. **Termination for Cause** – The Agency may terminate the Agreement for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

8.3.1. Material breach of the Agreement by Consultant

8.3.2. Cessation of Consultant to be licensed, as required by law

8.3.3. Failure of Consultant to substantially comply with any applicable federal, state or local laws or regulations

8.3.4. The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to Consultant

8.3.5. Conviction of Consultant of any crime other than minor traffic offenses

- 8.4. **Compensation Upon Termination** - If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated as provided herein for all Services and approved Extra Services performed prior to the date of such termination.

9. CALIFORNIA LABOR CODE REQUIREMENTS

- 9.1. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
- 9.2. **Effective March 1, 2015**, if the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the

duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10. INTERESTS OF CONSULTANT

- 10.1. Consultant represents and warrants that it presently has no interests, and covenants that it will not acquire any interests, direct or indirect, financial or otherwise, that would conflict with the performance of the Services to be provided by Consultant under the Agreement. Consultant further covenants that, in the performance of the Agreement, it will not employ any Sub-consultant or employee with any such interest. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is a director, officer or employee of the Agency.
- 10.2. Although Consultant is retained as an independent contractor, Consultant's employees or agents may still be required under the California Political Reform Act and the Agency Conflict of Interest Code to file annual financial disclosure statements. Consultant agrees that its employees and/or agents will file with the Agency in a timely manner those financial disclosure statements that the Agency determines Consultant is required to file pursuant to the Political Reform Act. Failure to file such financial disclosure statements by Consultant and any of its employees or agents is grounds for termination of this Agreement.

11. COMPLETED WORK AND WORK PRODUCT

In the event of termination or completion of the Services under the Agreement, Consultant shall, at the Agency's request, promptly surrender to the Agency all completed work and work in progress and all materials, records and notes developed, procured, or produced pursuant to the Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

12. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- 12.1. **Confidential Nature of Materials** - The Consultant understands that all documents, records, reports, data, or other materials (collectively "Materials") provided by the Agency to the Consultant pursuant to the Agreement, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to the Consultant and that are utilized or produced by the Consultant pursuant to the Agreement are to be considered confidential for all purposes.

12.2. **No Disclosure of Confidential Materials** - The Consultant shall be responsible for protecting the confidentiality and maintaining the security of the Agency documents and records in its possession. All Materials shall be deemed confidential and shall remain the property of the Agency. The Consultant understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or Sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by the Agency. The Consultant agrees not to make use of such Materials for any purpose not related to the performance of the Services under the Agreement. The Consultant shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of the Agency. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as may be required by law, or by a court of competent jurisdiction.

12.3. **Protections to Ensure Control over Materials** - All confidential Materials saved or stored by the Consultant in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section survive the termination or completion of the Agreement.

13. OWNERSHIP OF DOCUMENTS AND DISPLAYS

All original written or recorded data, documents, graphic displays, reports or other materials which contain information relating to the Consultant's performance hereunder and which are originated and prepared for the Agency pursuant to the Agreement shall be "work for hire" and shall be the property of the Agency. The Consultant hereby assigns all of its right, title and interest therein to the Agency, including but not limited to any copyright interest. In addition, the Agency reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other materials delivered to the Agency pursuant to this Agreement and to authorize others to do so.

To the extent that the Consultant utilizes any of its property (including, without limitation, any hardware or software of Consultant or any proprietary or confidential information of Consultant or any trade secrets of Consultant) in performing services hereunder, such property shall remain the property of Consultant, and the Agency shall acquire no right or interest in such property.

14. ASSIGNMENT PROHIBITED

The Consultant shall not assign, transfer, convey, or otherwise dispose of its rights, title or interest in or to this Agreement or any part thereof without the previous written consent of the Agency.

15. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

- 15.1. **Designated Representatives** – The Agency representative designated below shall be the principal representative of the Agency for purposes of the Services that are the subject of this Agreement. Consultant shall designate, in writing, Consultant's project engineer and/or project manager for the performance of the Services under this Agreement, which designation shall be subject to the Agency's reasonable approval.

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

ZONE 7 WATER AGENCY Representative:

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

Consultant:

Name
Title
Firm Name
Address
Firm Tax ID

- 15.2. **Notices** - Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or fax or by registered or certified mail, postage prepaid, return receipt requested to the address set out below and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communications shall be given changes, written notice of such change shall be given, in accordance with this section within five (5) working days.

16. MISCELLANEOUS PROVISIONS

- 16.1. Integration – This Agreement represents the complete Agreement of the parties and supersedes any other Agreements between the parties, whether written or oral.
- 16.2. No Waiver – No waiver by either parties of any term or condition of this Agreement shall be a continuing waiver thereof.
- 16.3. Modification – This Agreement only may be amended in writing, signed by all parties.
- 16.4. Attorneys' Fees – In any proceeding to enforce this Agreement, the prevailing party shall be entitled to attorneys' fees and costs in any amount determined by the court.
- 16.5. Choice of Laws/Venue – This Agreement shall in all respects be governed by the laws of the State of California applicable to Agreement executed and to be wholly performed with the State. Any action regarding this Agreement shall be brought in Alameda County Superior Court.
- 16.6. Counterparts – This Agreement may be executed in separate counterparts that, together, shall constitute and be one and the same instrument.
- 16.7. No Third Party Beneficiaries – This Agreement is for the sole benefit of the parties hereto and their permitted assigns (if any), and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns any legal or equitable rights hereunder.
- 16.8. No Presumption Regarding Drafter – The parties to this Agreement acknowledge that its terms and provisions have been negotiated and discussed among them and that it reflects their mutual agreement regarding its subject matter. Therefore, neither party shall be deemed to be the drafter of this Agreement nor shall there be no presumption for or against the drafter in its interpretation or enforcement.

IN WITNESS WHEREOF, the Parties have executed this Agreement at the place and as of the date first written above.

ALAMEDA COUNTY FLOOD CONTROL and WATER
CONSERVATION DISTRICT, Zone 7, commonly known as
ZONE 7 WATER AGENCY ("Agency")

Consultant

Valerie L. Pryor
General Manager

Date

Signature

Date

Print Name & Title

Address

Telephone

TIN or SS Number

Downey Brand LLP

By: _____

David Aladjem, General Counsel

Date: _____

APPENDIX B - FEE SCHEDULE

1. **Basic Services.** District will pay Consultant for Basic Services, a maximum compensation as shown ("**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.
2. **Costs and Reimbursables.**
 - 2.1 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.
 - 2.2 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.
 - 2.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Agreement Documents, if any, incurred performing Additional Services.
 - 2.4 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.
3. **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. Invoices shall have reasonable detail of the daily time incurred by personnel assigned to the Project, along with a schedule of Subconsultant and Reimbursable Expenses incurred, supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings and Reimbursable Expenses to date.
4. **Rates.** Consultant Rate Schedule is attached as Appendix B-1. For design services contracts, the Consultant Rate Schedule shall be valid through the end of the design phase and bid period.
5. **Reimbursable Expenses.** Reimbursable Expenses shall be billed at the amount billed to Consultant therefore times [1.1] for general and administrative expenses.
6. **Subconsultants.** Subconsultants shall be billed at the amount billed to Consultant therefore times [1.05] for general and administrative expenses.

ATTACHMENT D
INSURANCE REQUIREMENTS

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 _____ ("Consultant"), 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** - 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 – Other Contractual Considerations) Insurance appropriate 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 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
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.

Attachment D- Design Professional Services Insurance

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: Design Professional 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 Design Professional, his agents, representatives, employees or subcontractors.

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 for. 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 0001), covering Symbol 1 (any auto) or if Design Professional 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 directors, officers, employees, and authorized volunteers 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) Insurance appropriate to the Design Professional 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 Design Professional must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Design Professional 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 Design Professional. 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 Commercial 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 insurance (at least as broad as ISO Form CG 20 10 10 01 with respect to liability arising out of work or operations performed by or on behalf of the Design Professional 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 Design Professional's insurance.
2. Primary Coverage: For any claims related to this project, the Design Professional's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Design Professional'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 Design Professional 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 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 District.

Verification of Coverage – Design Professional 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 Design Professional's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors – Design Professional shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Professional shall ensure that District is an additional insured on insurance required from subcontractors.

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** - 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. **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.

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 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
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.

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** - 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 – Insurance appropriate 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.

5. Aviation Liability Insurance - on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate or the full per occurrence limits of the policies available, whichever is greater. This coverage may also be provided by endorsement to a **Commercial General Liability** policy. In that event then: **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including, 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 Member Water Agency) or the general aggregate limit shall be twice the required occurrence limit.

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 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
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.

ATTACHMENT E AUTOCAD STANDARDS

SECTION 1

ZONE 7 WATER DIVISION
CAD STANDARD**1 INTRODUCTION**

This manual describes the application of Computer Aided Design (CAD) standards and procedures for **ZONE 7 Water Agency**.

The quality and consistency of drafting on drawings and exhibits is important to the overall satisfaction with the project. The purpose of this manual is to establish CAD drafting standards and procedures that will help maintain uniformity throughout the set of drawings. There shall be no deviation from this set of standards without permission of the ZONE 7 PROJECT CAD LEAD. Any deviations from the set standards may cause production deficiencies and may cause delays in meeting project deadlines.

This manual is intended to provide **ZONE 7** CAD staff and ZONE 7 CONSULTANTS with the necessary information required to provide a consistent and thorough product to ZONE 7.

This manual assumes CAD fluency by the user. This manual is not intended to substitute for specific training in the use of CAD or CAD related software packages.

ZONE 7 will NOT allow deviations from the standard requirement specified and/or referenced in this manual.

2 DRAWING ORGANIZATION

PURPOSE

This section details the strategies for the organization of CAD files to support the various stages and multi-discipline projects that we produce. The procedures described here are used extensively in the design industry to gain the greatest productivity from CAD users.

2.1 File Types

To minimize repetitious drafting, information shall be organized into two file types, "Model Files" and "Sheet Files".

2.1.1 Model (Base) Files

Project model files contain project specific geometry currently being designed such as structures, piping, equipment and sections. A "Model File" contains all the line work for a specific discipline on the project (see **2.4 Separation of Information**). The "Model Files" created will be combined into one or more "Sheet Files" to obtain a project deliverable. All elements of the "Model File" are drawn at "real world" size (1:1) and at "real world" coordinates, based on the site drawing provided for the project. This method assures that all "Model Files" are referenced in at 0,0,0.

"Model Files" shall not contain borders, leaders, dimension or annotations. Plan and profiles created with Autodesk Civil 3D or another Advanced CAD package may keep all data required to maintain the intelligence of the file in the "Model Files".

2.1.2 Sheet (Layout) Files

A "Sheet File" represents one plotted drawing. Multiple layout tabs will **NOT** be allowed. "Sheet Files" are plotted at full size (1:1) and the origin of each sheet is 0,0. Sheet files contain drawing specific information such as borders, north arrows, graphic scales, dimensions and annotations as well as the "Model Files" needed to create the plotted sheet. Xrefs, annotations and dimensions shall be placed in the model space of the "Sheet File". North arrows, graphic scales, sheet titles and sheet notes can be placed in paperspace of the "Sheet File". A "Sheet File" shall not be reference to another "Sheet File" to create a final product.

2.1.3 Project Border Files

A "Project Border File" will be established at the beginning of each project.

2.2 Reference Files

Model Files and Project borders are reference files (XREF). Reference files are the single most powerful capability of CAD and therefore it is important to understand what they are and how they are to be used.

AutoCAD (XREF) function allows graphic information in one file to be reference into other files. The value in referencing these files is that information will only need to be added once and edited in one place. The information can be distributed to multiple

SECTION 2

drawings, and as the base information changes, each of the associated drawings will be updated automatically. (Fig 2-2)

On a multi-discipline project, this allows disciplines to work on their respective drawings without delaying others. As their work is completed the other disciplines files will automatically update with the changes. The benefit of this is a consistent and organized design that minimizes on redundancy that impacts a projects schedule.

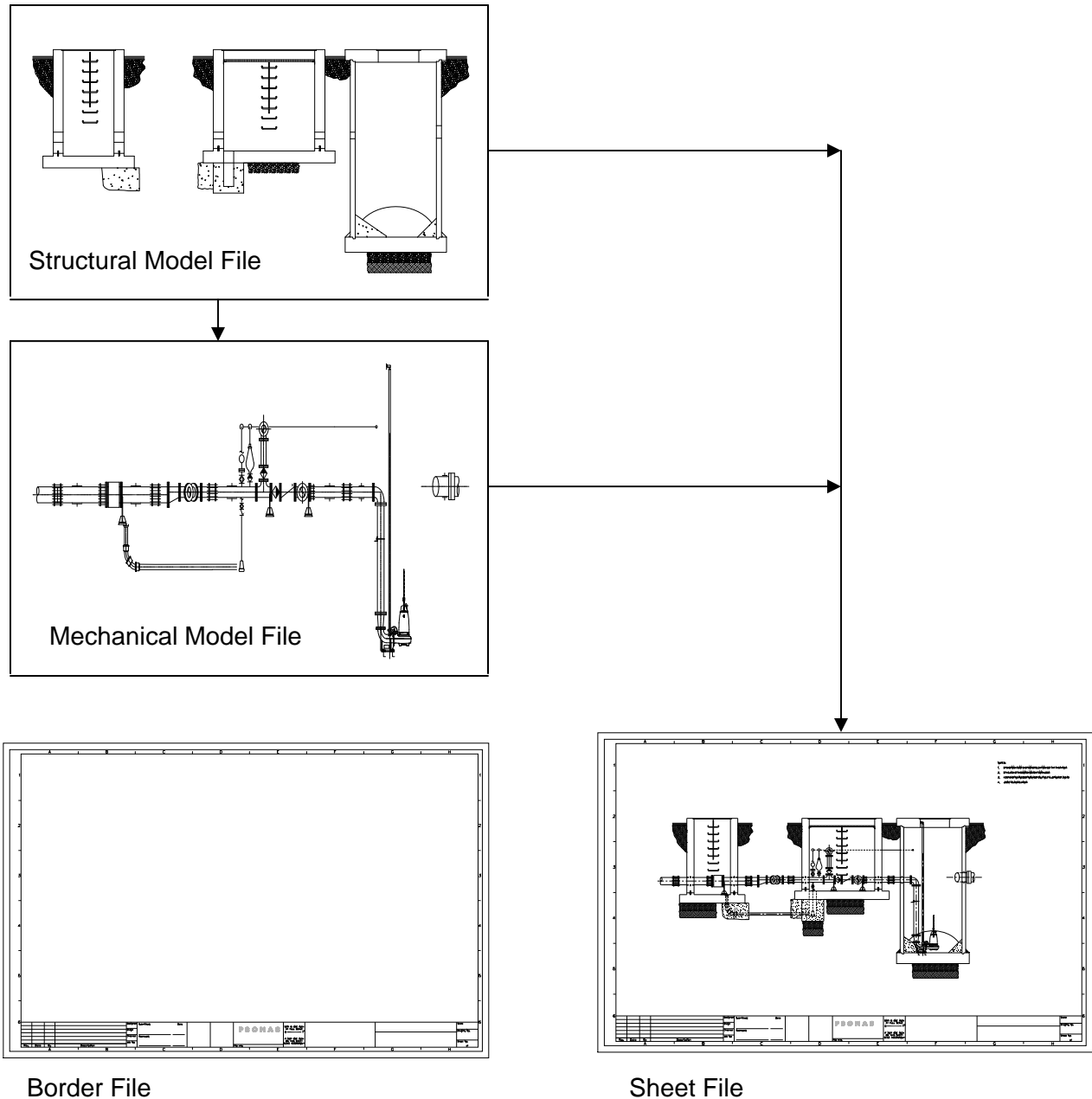


Fig 2-2

2.3 Reference File Attachments

AutoCAD has two options for attaching reference files, “attach” and “overlay”. ALL reference files are to be loaded using the “overlay” method. This will avoid circular xrefs and problems caused by nested xrefs. All xrefs will be inserted on the G-ANNO-XREF layer.

2.4 Separation of information

Each “Model File” shall contain information associated with one discipline (i.e. Civil, Structural, Mechanical, etc.). On a given project, there shall be one “Model File” per discipline per structure. It is important to note that this separation of information is to be maintained even if the same person is working on more than one discipline. For example, if a mechanical CAD designer is working on both the mechanical and structural portions of a structure, he/she must create a “Model File” for the mechanical information and a “Model File” for the structural information. Both files are referenced, as necessary, to create “Sheet Files”, but the information is never combined into one “Model File”.

2.5 Scales, Units and Coordinates

“Model Files” are always drawn 1:1. Civil Plans are to use decimal units and building plans are to use architectural units (yard piping, although plotted at a civil scale, are to be created using architectural units). Civil “Model Files” are created so that the information contained in the file is in its proper geographical position in the design plane. This position is defined by X and Y coordinates or Northing and Easting. Schematic drawings such as Process & Instrumentation Drawings (P&ID’s) shall be developed using a grid. The grid is a pattern of dots that extend over the drawing area. Grid spacing of .10” and a snap of 0.05” is preferred.

2.6 Rotation

Views may be rotated to create a more desirable display without affecting the actual coordinates of the design data. “Model File” design data shall not be rotated from their real world coordinates. View rotation does not affect the way a design file appears when referenced to another file.

When referencing a file into a space that has a rotated view, remember to set the UCS to world.

2.7 Linetypes

All lines shall be drawn “bylayer”, except for single line piping. All typical piping shall be placed on the same layer (color “bylayer”) but will utilize the linetypes provided.

3 FILE NAMING CONVENTION**PURPOSE**

This section details the strategies for the naming of “Model Files” and “Sheet Files” to support multi-discipline projects. The naming convention allows for easy identification on the contents of a CAD file without the need to view it. It also provides a convenient and clear structure for organizing files. The procedures described here are used extensively in the design industry to gain the greatest productivity from CAD users.

3.1 Model, Reference and Image Files

Names for “Model Files” are derived from the discipline, the facility and the type of information contained in the files. It is preferred that 4 characters be used for all groups but due to the number of facilities in larger treatment plants and the need to be descriptive, a modified NCS guideline will be used for all projects. All “Model File” names shall be capitalized.

A-BBBB-CCCC-DDDD-EEEE.dwg

- A - Discipline Code
- B - Major Group (8 characters max)
- C - Minor Group (8 characters max)
- D – Sub Group
- E – Status Code (optional)

Discipline Code:

A	Architectural	L	Landscape
C	Civil	M	Mechanical (Process)
E	Electrical	P	Plumbing
G	General	S	Structural
H	HVAC		
I	Instrumentation		

Major Group

The major group field refers to the facility being designed. For each facility, the naming shall be consistent between disciplines. All facility names shall be finalized before detailed design begins. A maximum of 8 characters can be used to describe the facility being designed.

Examples of Major Group:

PRETREAT	Pretreatment	ACTIFLO	Actiflo
DRYBED	Drying Beds	FILTERS	Filters
LAB	Laboratory	ADMIN	Administration
SITE	Sitework	GRADPAVE	Grading & Paving

SECTION 3

Minor Group

The minor group field will be used to identify the different models belonging to the same facility, i.e. operating floor plan and foundation plan. The minor group is an option and does not need to be used. A maximum of 8 characters can be used to describe the facility being designed.

Examples of Minor Group:

ROOF	Roof
FNDN	Foundation
FLOR	Floor

Sub Group

The sub group field will be used to identify the different types of models belonging to the same facility, i.e. plan and sections. The minor group is an option and does not need to be used. Names should be reduced to 4 characters

Examples of Sub Group:

PLAN	Plans
SECT	Sections

Status

The status field is a single character designator the differentiates the type of file.

DEMO	Demolition
EXST	Existing
FUTR	Future

3.2 Sheet Files

The naming convention for “Sheet Files” is determined on a project basis. Two methods are available to use and are described below.

Method 1 is preferred on projects that will have multi-discipline input. This method is required for large treatment facilities.

Method 2 is for single discipline project, such as pipelines, which have plan and profiles in sequential order.

Method 1

Names for “Sheet Files” are derived from the discipline, building code, drawing type and sequence number.

ABCDD.dwg

- A – Discipline Code
- B – Building Code
- C – Drawing Type
- D - Sequence No. for 01-99

SECTION 3

ZONE 7 WATER DIVISION CAD STANDARD

Discipline Code:

A	Architectural	L	Landscape
C	Civil	M	Mechanical (Process)
E	Electrical	P	Plumbing
G	General	S	Structural
H	HVAC		
I	Instrumentation		

Building Code

Please note that the building code must be identified before “Sheet Files” can be created.

Drawing Type

0	Discipline Specific General
1	Plans, Enlarged Plans – Horizontal Views
2	Elevations – Vertical Views
3	Sections
4	User Defined
5	Details
6	Electrical One-Lines
7	Electrical Schematics
8	User Defined
9	User Defined
-	Not associated with a facility

Sequence No.

Sequential numbering from 01 – 99

Examples:

G-001	General, (not associated with a facility) General, Sheet 2
SM101	Structural, Membrane Building, Plan, Sheet 1

Method 2

The names for the “Sheet Files” are constructed from the discipline and the sequence number. (See Method 1 for discipline codes)

A-BB.dwg

A – Discipline Code

B – Sequential numbering from 01 – 99

4 LAYERING GUIDELINES

PURPOSE

This section details a modified AIA CAD layer guideline. The guideline incorporates five components – discipline designator, major group, minor group, minor group and color code.

A-BBBB-CCCC-DDDD-EEE

A - Discipline Designator
B - Major Group
C - Minor Group (optional)
D – Minor Group (optional)
E – Color Code

4.1 Discipline Designator:

A	Architectural	L	Landscape
C	Civil	M	Mechanical
E	Electrical	P	Plumbing
G	General	S	Structural

4.2 Major Group

The major group designation identifies the building system. Although major groups are logically grouped with specific discipline codes, it is possible to combine major groups with any of the discipline designators.

4.3 Minor Group (optional)

This group is used for further differentiation of major groups. The minor group can be defines by the user, which allows additional layers to be added to accommodate special project requirements. This should only be done if a defined layer does not apply to a project.

4.4 Minor Group (optional)

To ensure that all linetypes are drawn bylayer, this group will be used to identify the linetype used. (Continuous linetype is considered the default linetype).

4.5 Color Code

To properly show depth on drawings, one layer name may be needed to produce different plotted lineweights. To ensure that all entities are drawn bylayer the color number will append all layers. The code will be 3 digits (i.e. color red will be 001). The number will correspond with the color being used.

4.6 Common Layers

This is not intended to represent all the layers that will be used on a project. The layers shown are common examples and should be used as a guideline when creating layers for your project. Some CAD programs will automatically assign layer names for object to be drawn on; it is not the intent of this section to create more work for the user. The layers provided by the CAD program will not be modified, but additional layers that the user creates shall follow this guideline.

* Represents discipline code

**** Represents any major group

4.6.1 Annotation Layers

Layer Name	Color	Linetype	Description
*-ANNO-TEXT			Text
*-ANNO-WIPE	255		Wipeouts
*-ANNO-REDL			Redline
*-ANNO-SYMB			Symbols
*-ANNO-SEAL			Engineers seal
*-ANNO-DIMS			Dimensions
*-ANNO-TTLB			Border and Title Block
*-ANNO-NPLT			Construction lines, non-plotting info
*-ANNO-REVS			Revisions
*-ANNO-XREF	6		Referenced model files

4.6.2 Common Layers

Layer Name	Color	Linetype	Description
*-LNWK			Miscellaneous linework

4.6.3 Common Modifiers

Layer Name	Color	Linetype	Description
*-****-PATT			Cross-hatching, poche
*-****-IDEN			Identification tags
*-****-ELEV			Elevation (vertical surfaces)
*-****-DASH			Dashed/hidden linework
*-****-MATC			Match lines
*-****-SPCL			Special lines
*-****-CNTR			Center lines
*-****-OTLN			Outlines

SECTION 4

ZONE 7 WATER DIVISION CAD STANDARD

4.7 Architectural

4.7.1 Drawing Type: Ceiling plan

Layer Name	Color	Linetype	Description
A-CLNG			Ceiling information
A-CLNG-GRID			Ceiling grid

4.7.2 Drawing Type: Elevation

Layer Name	Color	Linetype	Description
A-ELEV			Interior & exterior elevations

4.7.3 Drawing Type: Floor plan

Layer Name	Color	Linetype	Description
A-FLOR-AREA			Area calculation boundary lines
A-FLOR-COLS			Columns
A-FLOR-DOOR			Doors
A-FLOR-DOORJAMB			Door jamb
A-FLOR-DOOROTLN			Door outlines
A-FLOR-EQPM			Equipment
A-FLOR-EQPMIDEN			Equipment identification numbers
A-FLOR			Floor plan information
A-FLOR-IDEN			Room numbers, names, etc.
A-FLOR-OTLN			Floor or building outline
A-FLOR-FURN			Furniture
A-FLOR-GLAZ			Windows, glazed partitions
A-FLOR-GRID			Planning grid or column grid
A-FLOR-PMFN			Materials and finish plan
A-FLOR-STRS			Stairs
A-FLOR-WALL			Exterior/Interior walls
A-FLOR-WALLCNTR			Wall centerlines

4.7.4 Drawing Type: Roof plan

Layer Name	Color	Linetype	Description
A-ROOF			Roof information
A-ROOF-OTLN			Roof outline

4.8 Civil**4.8.1 Drawing Type: Topo (Grading)**

Layer Name	Color	Linetype	Description
C-TOPO-ALGN			Horizontal Alignment
C-TOPO-MAJR			Proposed major contour lines
C-TOPO-MNOR			Proposed minor contour lines
C-TOPO-TEXT			Contour elevations
C-TOPO-SPOT			Proposed spot elevations
C-TOPO-SURV			Benchmarks, survey control lines
C-TOPO-BORW			Borrow/spoil area

4.8.2 Drawing Type: Site improvements

Layer Name	Color	Linetype	Description
C-SITE-AREA			Area code boundary (process areas)
C-SITE-BLDG			Bldg., primary structures
C-SITE-FNCE			Fencing
C-SITE-MNHL			Manholes
C-SITE-PAVE			Edge of pavement
C-SITE-PKNG			Parking lots
C-SITE-PKNG-DRAN			Parking lot drainage slope indicators
C-SITE-PKNG-ISLD			Parking islands
C-SITE-PKNG-STRP			Parking lot striping, handicapped
C-SITE-PROP			Property lines, survey benchmarks
C-SITE-PROP-ESMT			Easements, right-of-ways, setbacks
C-SITE-RAIL			Railroad outlines, centerlines
C-SITE-ROAD			Roadway
C-SITE-ROAD-CNTR			Roadway Center lines
C-SITE-CURB			Curbs
C-SITE-STAG			Construction staging
C-SITE-STRM			Storm drainage, catch basins, inlets
C-SITE-SWAL			Swale
C-SITE-TUNL			Tunnel outlines
C-SITE-TUNL-CNTR			Tunnel centerlines
C-SITE-VEGE			Vegetation
C-SITE-WALK			Walkway
C-SITE-WATR-FIRE			Fire water
C-SITE-WRKA			Work area, project boundary

4.9 Electrical**4.9.1 Drawing Type: Site improvements**

Layer Name	Color	Linetype	Description
E-SITE-ALRM			Alarm systems
E-SITE-AUXL			Auxiliary systems
E-SITE-CCTV			Closed circuit TV
E-SITE-COMMFOC			Fiber optic cable, telecommunications
E-SITE-COMMVALT			Fiber optic vaults, telecommunications
E-SITE-DUCT			Electrical conduit, duct bank
E-SITE-VALT			Electrical vaults
E-SITE-GRND			Ground system
E-SITE-HDHL			Handhole
E-SITE-LITE			Lighting
E-SITE-LITEEQPM			Major lighting equipment
E-SITE-LITEPNLS			Lighting panels
E-SITE-LITEPOLE			Lighting pole
E-SITE-MNHL			Electrical/communications manhole
E-SITE-SERT			Security
E-SITE-SOUN			Sound/PA Systems
E-SITE-POWRPOLE			Power pole
E-SITE-POWREQPM			Major power equipment

4.9.2 Drawing Type: Floor plan

Layer Name	Color	Linetype	Description
E-GRND			Ground system
E-LITE-CLNG			Ceiling mounted lights
E-LITE-EXIT			Exit signs
E-LITE-EXTR			Exterior lighting
E-LITE-EQPM			Miscellaneous lighting equipment
E-LITE-JBOX			Lighting junction box
E-LITE-FLOR			Floor mounted lighting
E-LITE-PANL			Lighting panel
E-LITE-SPCL			Special
E-LITE-SWCH			Light switches
E-LITE-WALL			Wall mounted lighting
E-POWR-CABL			Cable tray
E-POWR-DUCT			Electrical conduit, duct bank
E-POWR-EQPM			Miscellaneous Power equipment

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E-POWR-JBOX			Electrical junction box
E-POWR-PANL			Power Panel

4.10 Instrumentation

4.10.1 Process & Instrumentation Diagrams

Layer Name	Color	Linetype	Description
I-PID-MAJR	8		Major Process Lines
I-PID-SECD	5		Secondary Process Lines
I-PID-MISC	2		Miscellaneous Process Lines
I-PID-ELEC	1	Cedashed	Electrical Connection Lines
I-PID-LNWK			Miscellaneous Line Work

4.10.2 Instrument Loop Diagrams (ILD)

Layer Name	Color	Linetype	Description
I-LOOP-LNWK			Major Process Lines

4.11 Landscape

4.11.1 Drawing Type: Site Improvements

Layer Name	Color	Linetype	Description
L-DEMO			Demolition
L-IRRI			Irrigation
L-PLNT			Plant and landscape materials
L-WALK			Walks and steps
L-HYDR			Hydroseeding, seed, sod
L-TURF			Mulching outline
L-SEED			Seed, sod

4.12 Mechanical**4.12.1 Drawing Type: Piping and Equipment**

Layer Name	Color	Linetype	Description
M-CHEM-UNKN			Unknown chemical
M-****-EQPM			Equipment
M-****-PIPE			Pipe
M-****-PIPE-CNTL			Pipe centerline

**** indicates pipe contents. Code abbreviation shall be four (4) characters and shall be consistent with projects P&ID system codes.

4.12.2 Drawing Type: HVAC

Layer Name	Color	Linetype	Description
H-CONT-THER			Thermostats
H-CWTR			Cold water system
H-CWTR-EQPM			Cold water equipment
H-CWTR-PIPE			Cold water piping
H-DAMP			Dampners
H-SDFF			Supply diffusers
H-DUCT-SPLY			HVAC ductwork (supply)
H-RDFF			Return diffusers
H-DUCT-RTRN			HVAC ductwork (return)
H-HOTW			Hot water heating system
H-HOTW-EQPM			Hot water equipment
H-HOTW-PIPE			Hot water piping
H-REFG			Refrigeration systems
H-REFG-EQPM			Refrigeration Equipment
H-REFG-PIPE			Refrigeration Piping
H-PADS			HVAC equipment pads

4.12.3 Drawing Type: Mechanical systems

Layer Name	Color	Linetype	Description
M-GATE			Sluice Gate
M-MACT			Motorized actuator
M-MOTR			Motors
M-****-PANL			Mechanical control panels
M-****-PUMP			Pumps
M-****-SAMP			Sample
M-SUMP			Sump

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Layer Name	Color	Linetype	Description
P-DOMW			Domestic hot/cold water system
P-DOMW-EQPM			Domestic hot/cold water equipment
P-DOMW-CPIP			Domestic cold water pipe
P-DOMW-HPIP			Domestic hot water pipe
P-DRAN-FLOR			Floor drains
P-EQPM			Plumbing miscellaneous equipment
P-FIXT			Plumbing fixtures
P-NPWR			Non-potable water
P-SANR			Sanitary system
P-SANR-EQPM			Sanitary equipment
P-SANR-FIXT			Sanitary fixtures
P-SANR-FLDR			Sanitary floor drains
P-SANR-PIPE			Sanitary pipe
P-SANR-RISR			Sanitary risers
P-WASH			Emergency shower, eyewash

4.13 Structural**4.13.1 Drawing Type: Elevation**

Layer Name	Color	Linetype	Description
S-ELEV			Interior & exterior elevations

4.13.2 Drawing Type: Foundation plan

Layer Name	Color	Linetype	Description
S-STEL(CONC)-BEAM			Beams
S-STEL(CONC)-COLS			Primary & secondary columns
S-CONC			Concrete
S-CONC-CURB			Curb
S-CONC-ENCS			Concrete encasement
S-CONC-FNDN			Footings, grade beams, piles
S-GRAD			Elevated grading, floor grading
S-STEL(ALUM)-GRAT			Elevated grating, catwalks
S-GRID			Grid lines, column tags
S-STEL(ALUM)-HRAL			Handrails
S-JOIN			Construction joints, expansion joints
S-STEL(ALUM)-LADR			Ladders
S-METL			Miscellaneous metal
S-CONC-OPNG			Opening

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S-CONC-PADS			Support pads
S-PIPE			Piping within structural elements
S-PIPE-WFTG			Pipe wall fitting
S-POST			Posts
S-CONC-RAMP			Ramps
S-RBAR			Rebar
S-SLAB			Slab outline, control joints
S-SPPT			Miscellaneous fasteners, anchor bolts
S-STEL			Structural steel
S-STRS			Stair control joints, ladders
S-TRCH			Trench
S-VALT			Vaults
S-CONC-WALL			Concrete walls, CMU walls
S-WALL-RETG			Retaining wall
S-WEIR			Weir

PURPOSE

5.1 Drawing Layout

Sheet Annotations

- Scale bar shall be used on all drawings using a Civil Scale.
- “SEE” shall only be used when referencing another drawing. “SEE” shall not be used in conjunction with a detail bubble.
- “SHT” “SHEET” shall NOT be used when referring to drawing numbers.
- Drawing notes shall be placed in the upper right corner. Section and detail specific notes shall be placed above the section/detail callout.
- “DIA” or the diameter symbol shall only be used when the shape of the object is not clear (i.e. do not use on pipes or bolts).
- Section and detail callouts in notes shall be expressed X/XXXXX. (i.e. SEE DETAIL 4/MM501).
- Wipeouts and background masks shall be used. Place wipeouts on layer G-ANNO-WIPE, with color 255. Background masks are used for text. Set the fill color to “use background”.
- Typical shall be abbreviated as (TYP) when used in a note and TYP when used with a detail bubble.

Show the following:

- Concrete Substructures – corbels, projections and footings.
- Finish Grade, retaining walls, fences and walkways.
- Key elevations – Architectural – operating floor, etc.
 Structural – top of slab, top of steel.
These elevations shall match wall sections
- Exterior materials – limited delineation.

- Column centerlines with bubble callout.
- Miscellaneous information:
 - Gas mask cabinets
 - Dock bumpers
 - Splash blocks and downspouts
 - Ladders
 - Handrails
 - Monorail systems
- If project is an addition to an existing structure, show enough of existing structure to denote tie in between old and new.

Plans

- Preferred scale for plans is 1/4"=1'-0".
- All plans shall be displayed with north oriented to the top or left of the drawings. The preferred location of north arrows on all plans is the upper left corner of the drawing. Drawings with multiple plans will require a north arrow for each plan. All plans of a facility will be oriented the same across all disciplines.
- All enlarged plans shall have the same north orientation as the smaller scaled plans.
- Do not annotate or dimension information that is called out in the small scale plan.
- All plans of the same facility shall be plotted at the same scale.
- Number and give each room a designation. Provide finish floor elevation under designation if at different elevations.
- If equipment is outlined (bold) indicate what it is.
- Show all section cuts
- Roof plans shall indicate all openings in roof for power ventilators, skylights, hatches, drawings and expansion joints.

Sections

- Preferred minimum scale for sections shall be 3/8" = 1'-0"
- Cross sections and longitudinal sections shall show structural system, key elevations and materials. All mechanical sections shall indicate the elevation of all pipes in the view.

- Show in background – all structural and architectural information. Be sure cut placement reflects view shown.
- Elevations to the nearest 100th shall be used instead of vertical dimensions. (Exception: a vertical dimension shall be used for slab/foundation thickness.)
- Sections shall be arranged with equal elevations in alignment.
- Sections are letters and shall be placed on the drawings from left to right. Do not use the letters “I” or “O”.

Structural Sections

- Reinforcement abbreviations:
Abbreviations shall be placed immediately after bar size and spacing. Bar size shall not contain a space. Example: #5@12”EWEF.
 - EF – Each Face
 - EW – Each Way
 - EWEF – Each Way Each Face
 - T&B – Top & Bottom
 - EWT&B – Each Way Top & BottomEW and EWEF shall be used for vertical reinforcing
T&B and EWT&B shall be used for horizontal reinforcing
- Callouts using “EWEF” or “EWT&B” requires only one leader pointing to the middle of the wall or slab. Callouts using “EF” or T&B shall point to steel being described.
- Reinforcing callouts shall be placed on the side nearest the bar that is being described. Avoid crossing to opposite face if possible.
- Special bar identification tags and abbreviations shall be placed immediately after the bar size. Example: #5DWLS@12”.
 - DWLS – Dowels
 - TIES – Horizontal reinforcing in vertical elements
 - STIRRUPS – Vertical reinforcing in horizontal elements.TIES & STIRRUPS set a pattern of multiple bars referenced by pointing at one of the bars in the pattern.
- The word LAP shall be included in all lap dimensions.
- The length of bar shall be called out after the bar spacing, e.g. #5@12”x1’-0”.
- The abbreviation “CTRD” shall be added following the spacing if reinforcing is to be centered in the wall or slab, e.g. #5@12”EW CTRD.

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- The use of bar bend diagrams should be limited to cases where actual shapes cannot be seen in section. When required, the diagram shall be placed at the end or below the callout.
- Concrete anchors shall have the depth of the embedment included at the end of the callout, e.g. 1" EXP ANCHORS @2'-0" (W/5" EMBED).
- If the word WATERSTOP (WS) is spelled out, it will be one word. BOND BREAKER will be two.

Details

- Do not repeat detail information. Mark as (TYP).
- Keep dimensions on one side and notes, in line, on the other.
- Details are numeric and shall be placed on the drawings from left to right. Do not use the number "0".
- Do not crowd details.

Dimensions

It is the responsibility of the CAD technician to ensure that all objects are drawn to scale so that the dimension are correct. If a change to an object is required, the object shall be modified. DO NOT just modify the dimension.

- Column grid bubbles shall have alpha characters in the horizontal and numerical in the vertical. Preferred method is to place the bubbles across to top and down the left side.
- Overall dimensions are out to out of masonry, where masonry occurs, or out to out of concrete for structural walls and foundation.
- Whenever possible, keep dimensions in a continuous string.
- Reference from a common fixed point, such as column lines, foundations etc. When masonry occurs around columns, do not dimension each column or pilaster. If it is typical, mark as (TYP).
- Place dimension lines so they will not run through equipment or other congested areas.
- Do not repeat dimensions.
- Dimension openings in interior masonry walls. Be sure masonry courses.
- Use nominal wall thickness.

Screening and Wipeouts

Visual representation is the job of all CAD technicians, the project is being built on what we produce and it is our goal to provide clear, easy to follow drawings to the engineer and the client.

We all know that screening is used for existing objects and linework. To increase the look and feel of our drawings, screening will also be used when creating sheet files by referencing drawings from other disciplines. Example: when a mechanical sheet is being created it will require a structural and mechanical xref. The structural xref is supporting the mechanical xref; our sheet file will only contain annotations on the mechanical elements. Therefore the structural xref would be screened, to highlight the mechanical, but is still visible for the contractor. Another way of thinking about it is that by the time the mechanical is going to be put in; the structure will already be completed, so it actually exists.

Wipeouts and text masks are to be used to clean up drawings. These are mainly used when we have notes and callouts that have linework running through them. If we are putting a note or call out on the drawing, then the contractor must be able to read it. If the note or callout is over something important, move the note or callout.

Hatching

Hatching, when used correctly, will enhance the look of the drawings sets. Although over use of hatch can create larger and slower files that are distracting to the contractor. Common hatching used that will be presented on multiple discipline drawings shall be placed in the xrefs. This will decrease the amount of hatching in each sheet file and maintain a consistency between files. The hatch that is in the xref must be placed on the correct layer so that the disciplines using the xref can toggle it on and off as needed for the creation on their sheets.

- Concrete hatch shall only be used in existing concrete (screened) and concrete that is not part of a structure, i.e. concrete fill, concrete encasement.

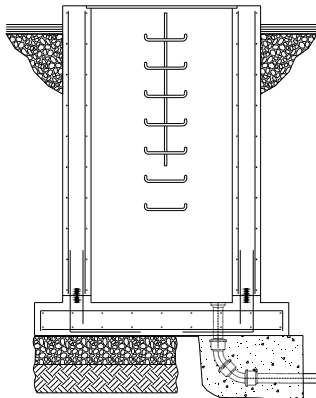


Fig 5-1

Standard Drawing Requirements

This section establishes additional standards and procedures.

- Repetitious drafting should be avoided. Only the information associated with the work being performed should be detailed
- All objects will be drawn at 1=1 scale in model space of the “XREF”. These files will contain all the geometry and linework. Each discipline can have multiple “XREF” files per building, and/or per floor.
- There will be **“NO”** text, annotations or dimensions in the “XREF” file. “Xref” files will be referenced into the sheet files. All text, annotations and dimensions will be placed in the model space of the sheet file at the correct plotting scale.
- All referenced files will be “overlayed” into the sheet file at 0,0,0 and placed on layer G-ANNO-XREF. In general, data that will be shared between multiple disciplines will be contained in separate files. Xrefs are always referenced by other files, sheet files are never referenced by other files.
- **Drawings created by Civil 3D will contain information automatically generated by the software, this includes text and cross-sections. It is the responsibility of the CAD technician to ensure that these items are controllable by the other disciplines and DO NOT impact the way other drawing are viewed.**
- All discipline plans of the same area shall have the same plotting scale. However, if any area requires only minimal information, a smaller, more efficient plotting scale may be used.
- The north orientation of the general layout and all building plans will be straight up or to the left and this orientation will be used on similar plans of the other disciplines. The north arrow will be placed in the upper left hand of the drawing.
- In plan views, the viewport will extend .5” (in paperspace) beyond any matchline. Objects between the matchline and the edge of the viewport window will not be called out.
- All new elevations will be indicated to two decimal places except finish grade, which will be one decimal place and a +/-.
- All sanitary sewer (drain) waste lines and storm sewer profile/section information shall be based upon the invert elevations; all other pipeline information will be based upon centerline elevations.
- Floor drain elevations are to be shown on plans, or called out in a note on the drawing where floor drains are shown.

- Plant Piping
 - Mechanical process piping 4" and smaller will be drawn as single line. All piping 5" and larger shall be double line.
 - All piping materials and connection joints shall be determined by the Engineer prior to drafting.
 - Where piping is shown in different elevations, the section should be cut to show all piping. However, if this is not possible, the piping of least importance shall be omitted to show important fittings.
- All wall pipes and wall sleeves shown on plans and sections will be drawn as if not in section.
- Operator positions, on valves 12" and larger, are to be shown in plans larger than 3/16" plotting scale and in section views. For special operators, or where conflicts may occur, operators may be shown on smaller valves.
- The current Edition of AISC will govern for structural steel callouts and weld symbols.
- Section cuts on plan sheets are to be looking up or to the left. Show horizontal dimension on sections only if they are not clearly apparent on the plan views.
-

5.2 Plotting Lineweights

The eight line weights defined below are considered sufficient and should not be expanded unless an appreciable improvement in drawing clarity or contrast can be realized.

AutoCAD Color	Plotted Width (In.)	AutoCAD Colors (Screening)	Plotted Width (In.)
1 (Red)	0.005	9	0.005
2 (Yellow)	0.010	10	0.010
3 (Green)	0.015	11	0.015
4 (Cyan)	0.020	12	0.020
5 (Blue)	0.025	13	0.025
6 (Magenta)	0.030	14	0.030
7 (White)	0.035	15	0.035
8 (Gray)	0.040	16	0.040

The following are typical usage for the line widths shown:

- 1 (Red) Used for depicting dimension lines, dimension leader/witness lines, note leader lines, line terminators, phantom lines, hidden lines, center lines, long break lines, schedule grid lines, and other object lines seen at a distance.
- 2 (Yellow) Used for depicting minor object lines, text for notes, callouts, and schedule text.
- 3 (Green) Medium lines should be used for depicting minor object lines.
- 4 (Cyan) Used for major object lines, cut lines, section cutting plane lines, and titles.
- 5 (Blue) Used for Match lines.
- 8 (Gray) Used for Electrical One-Line Diagrams (BUS)

Note: The use of AutoCAD Polylines with a variable width is discouraged.

5.3 Plotting Scales

Table 0-1		
Drawing Type	Preferred Drawing Scale	
Site plans	$1'' = 10'$ $1'' = 20'$ $1'' = 40'$ $1'' = 100'$	
Floor plans	$1/4'' = 1' - 0''$	
Plan and Profiles	Horizontal $1'' = 50'$	Vertical $1'' = 5'$
Sections	$3/8'' = 1' - 0''$	
Details	$1/4'' = 1' - 0''$ $3/8'' = 1' - 0''$ $1/2'' = 1' - 0''$ $3/4'' = 1' - 0''$ $1'' = 1' - 0''$	
Schematics	NTS	

All scales are subjective. The intent of this chart is to show the baseline standard. It is the CAD Professional's responsibility to ensure that the drawing is clear and complete, based on the Engineer's design.

SECTION 5

5.4 *Text Styles/Fonts*

Zone 7 uses Simplex for all drawing text.

- **All General text shall be:**
0.10" Plotted Height
- **All Subtitle text shall be:**
Underlined
0.15" Plotted Height
- **All Title text shall be**
Underlined
0.1875" Plotted Height

Text callouts are left justified. Periods will not be used after an abbreviation.

SECTION 5

Zone 7 Water Agency CAD STANDARD