



**Zone 7 Water Agency**

## **REQUEST FOR PROPOSAL**

**PROPERTY MANAGEMENT SERVICES OF THE ZONE 7 OFFICE BUILDING  
AT NORTH CANYONS PARKWAY, LIVERMORE**

**RFP #2024-01**

**RFP Document Released for Solicitation: 02/16/2023**

**Non-mandatory Site Visit: 02/23/2023 from 10 am – 11 am**

**Deadline for Submission of Written Questions: 03/02/2023**

**Proposal Packet Due by 2:00 p.m. PT 03/09/2023**

Contact:

Zeljka Bozic

Buyer I

Telephone: 925.454.5029

Email: [zbozic@zone7water.com](mailto:zbozic@zone7water.com)

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**Property Management Services**  
**100 North Canyons Parkway, Livermore**  
**Request for Proposals (RFP)**

**I. PURPOSE**

Zone 7 Water Agency (Agency) is requesting proposals for property management services for the Zone 7 office building located at 100 North Canyons Parkway, Livermore. All proposers shall meet the provisions, requirements and specifications listed in the Request for Proposal Document, RFP# 2024-01.

**II. DESCRIPTION OF AGENCY**

The Agency is a dependent special district established under the Alameda County Flood Control and Water Conservation District Act (the “District Act”). The District Act (Act 20 of the Uncodified Acts of the California Water Code) was passed by the state Legislature in 1949. The Agency was established by a vote of the residents of the Livermore-Amador Valley (the “Livermore Valley”) area in 1957, with its own independently elected board to provide local control of integrated water resources. The Agency is responsible for providing wholesale treated (drinking) and untreated (agricultural irrigation) water, flood control and groundwater management throughout eastern Alameda County.

The Agency is further authorized by the District Act to prevent interference with or diminution of, or to declare rights in the natural flow of any stream or surface or subterranean supply of waters used or useful for any purpose of the Agency and to prevent contamination, pollution or otherwise rendering unfit for beneficial use the surface or subsurface water used or useful in the Agency. The Agency has broad powers to finance, construct and operate a system for the transportation, storage, treatment and distribution of water. The Agency is also authorized to levy replenishment assessments upon the production of groundwater from all water-producing facilities, whether public or private, within the Agency’s service area.

In 2003, the legislature passed Assembly Bill 1125 and gave the Agency Board full authority and autonomy to govern matters solely affecting the Agency independently of the Alameda County Board of Supervisors. The Alameda County Board of Supervisors, acting as the Board of Supervisors of the Alameda County Flood Control and Water Conservation District (the “District”), governs the other nine zones of the District. The other zones are operationally and financially independent from the Agency.

**Service Area**

The service area covers 425 square miles of eastern Alameda County. The Agency supplies treated drinking water to retailers serving over 266,000 people and businesses in Pleasanton, Livermore, Dublin, and through a special agreement with the Dublin San Ramon Services District, the

Dougherty Valley area in San Ramon. The Agency also supplies untreated irrigation water to local vineyards, farms and golf courses, and provides both flood protection and groundwater management to all of eastern Alameda County. Of the approximately 55,000 acre-feet of water used in the Agency's service area on average in a normal rainfall year, the Agency estimates that approximately 53% of water use in the Agency's service area is residential, approximately 11% is commercial/industrial, approximately 14% is agricultural, approximately 18% is landscape/other and approximately 4% is public water use. The 55,000 acre-feet of water referred to above includes treated water provided by the Agency, local groundwater pumped by the water retailers, water provided by the State Water Project, and local surface water.

### **III. INSTRUCTIONS TO PROPOSERS**

#### **A. Examination of Proposal Documents**

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing timely and quality work to achieve Zone 7's objectives.

#### **B. Addenda/Clarifications**

Questions or comments regarding this RFP must be emailed to Zeljka Bozic at [zbozic@zone7water.com](mailto:zbozic@zone7water.com). Responses from Zone 7 will be communicated via the Agency's website <https://www.zone7water.com/construction-business-opportunities>.

#### **C. Submission of Proposals**

All proposals are to be submitted to **Zeljka Bozic**, Buyer I, Zone 7 Water Agency, 100 North Canyons Parkway, Livermore, California 94551. Proposals shall be delivered no later than 2:00 P.M. PT on **03/09/23**. Proposals received after this time will not be accepted and will be returned to the Proposers unopened.

The Proposer shall submit its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as "**RFP for Property Management Services for Zone 7's North Canyons Office**"

#### **D. Proposal Documents Inclusion**

The Proposal Documents may be deemed a part of the contract resulting from this RFP, if awarded.

#### **E. Withdrawal of Proposals**

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to Zone 7 Water Agency, attention Zeljka Bozic, 100 North Canyons Parkway, Livermore, CA 94551, 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 in hand by Zone 7. The Proposer assumes the risk of mis-delivery.

#### **F. Rights of Zone 7**

This RFP does not commit Zone 7 to enter into a contract, nor does it obligate Zone 7 to pay for any costs incurred by the Proposer in preparation and submission of proposals 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 RFP.

Zone 7 reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening of the proposals for its own convenience.
4. Approve or disapprove the use of particular subcontractors.
5. Negotiate with any, all, or none of the proposers.
6. Solicit best and final offers from all or some of the proposers.
7. Award a contract to one or more proposers.
8. Accept other than the lowest rates.
9. Waive informalities and irregularities in proposals.

#### **G. Contract Type**

The resulting contract will be a Services Agreement with Zone 7 for Property Management Services for the North Canyon Office site for 3 years. The contract will begin July 1, 2023, and will end June 30, 2026. The contract may be extended for two (2) additional one-year periods upon mutual agreement. The contract amount for the extension years may be adjusted by the 12-Month percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco, Oakland, San Jose, California index published by the Department of Labor for the most current yearly comparison three months prior to the Agreement expiration dates. For example, if the Agreement expires in September the CPI comparison would be between the June CPI for that year and the preceding year.

Despite any changes in the CPI for any given twelve-month adjustment period, upward adjustment of Agreement amount shall not exceed 5 percent during any single twelve-month adjustment period.

#### **IV. PROPOSER'S MINIMUM QUALIFICATIONS**

1. Five years of property management services.
2. Managed janitorial services, landscaping, HVAC and building maintenance.

3. Meet Zone 7 contract terms and conditions, including insurance, requirements.
4. Subcontractors have five years' experience.
5. Provide three (3) references for Property Management firm and subcontractors (janitorial, landscaping, HVAC and building maintenance). No building maintenance references are needed if building maintenance is done by the Property Management firm.
6. The vendor needs to be able to respond to alarms and emergencies with a maximum response time of 45 minutes.
7. Public Works Registration Number with Department of Industrial Relations.
8. The Proposer shall comply with all applicable federal, state and local regulations concerning equal employment opportunity requirements.
9. The Proposer shall possess knowledge of regulations and ordinances regarding Public works and payment of Prevailing Wages. Portions of this contract fall under the provisions of a Public Work and require the payment of Prevailing wages: A contractor\consultant or subcontractor\sub-consultant shall not be qualified to submit a proposal on, be listed in a proposal document, 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 in Alameda County.

## **V. PRELIMINARY SCOPE OF WORK**

1. The Scope of Work for this proposal is to supply property management services for Zone 7's office building located at 100 North Canyons Parkway, Livermore, California. In addition to general property management services, the Proposer will be contracting for and providing those services listed below:
  - Property Management Duties: Proposer will perform twice monthly walk through inspection of both interior and exterior of property, coordinate and schedule vendors for miscellaneous jobs, prepare a schedule of on-going maintenance items, collect and maintain current and accurate certificates of insurance from all vendors, preventative maintenance program, be responsive to service calls initiated by Zone 7, troubleshoot the issue, and find the right & most cost effective solution, perform on-call duties for all emergency alarms such as fire & security, etc. – 24/7, coordinate with vendors/contractors for as needed services, and provide routine maintenance services as needed. Additionally, the Proposer would coordinate and manage interior refurbishments that go beyond normal maintenance, i.e., new paint, carpeting, etc. For detailed scope, see Exhibit 1.

- Janitorial Services: furnish the supervision, work force, equipment, materials, and all applicable insurance to provide general janitorial services to include vacuuming of carpeted spaces, sweeping of hard surface flooring, emptying trash cans & recycled paper cans, bathroom cleaning, on a daily basis, Monday through Friday. Services will also include providing general consumable janitorial supplies – paper towels, toilet tissue, hand soap, cleaning supplies, trash bags, etc. On-call service may include cleaning of interior and exterior windows and upholstery cleaning. For detailed scope, see Exhibit 2.
- Landscaping Service: furnish the supervision, work force, equipment, materials, and all applicable insurance necessary to maintain the landscape of the North Canyons office site in an attractive and thriving condition. All lawns should be cut a minimum of once weekly, trimming/edging/pruning of lawns, groundcover, and trees shall be as needed to maintain a neat and uniform appearance. Fertilization and weed/disease/insect control shall be performed as needed to maintain healthy landscaping. Scope includes the removal of all trash & debris generated from performing this work. Weeds in concrete & asphalt areas shall be removed. Irrigation of all landscape will be operated and maintained as a part of this scope. Repairs to the irrigations system will be paid for by Zone 7 on a time and materials basis. For detailed scope, see Exhibit 3.
- HVAC Services: Routine inspection and maintenance of the HVAC system to include four inspections per year, roughly every 90 days, regular preventative maintenance, routine filter replacement. For detailed scope, see Exhibit 4.
- Burglar & Fire Alarm Monitoring: Act as point of contact for all activities related to Zone 7's currently contracted provider of maintenance and central monitoring of the burglar & fire alarms system at the North Canyons site. Proposer will act as main point of contact for administrating services through this existing contract. Any required modification, replacement, and repair will be paid for by Zone 7, but these services will be managed by the Proposer.
- Fire System Services: Act as point of contact for all activities related to Zone 7's currently contracted provider of fire system and extinguisher services. Proposer will act as main point of contact for administrating services through this existing contract. Any required, additional services, modification, replacement, and repair will be paid for by Zone 7, but these services will be managed by the Proposer.
- Pest Prevention Services: Act as point of contact for all activities related to Zone 7's currently contracted provider for pest control services for the office building. Proposer will act as main point of contact for administrating services through this existing contract. Any required additional services and/or repairs will be paid for by Zone 7, but these services will be managed by the Proposer.

## **VI. PROPOSAL CONTENT**

Please submit sealed proposal packet, which shall be organized and prepared under the following format:

1. Signed Proposal Form
2. Completed Sub-Contractor Form
3. Description of a minimum of 5 years work experience for Property Management firm
4. Description of a minimum of 5 years work experience for any listed Sub-Contractors
5. A minimum of 3 references for Property Management firm related to similar experience
6. A minimum of 3 references for each of the listed Sub-Contractors related to similar experience
7. Public Works Registration Number with Department of Industrial Relations

## **VII. PROPOSAL EVALUATION**

Successful Proposer will be the firm that submits the lowest cost proposal AND meets the minimum qualifications stated in the RFP.

## **VIII. PUBLIC RECORDS REQUEST**

1. 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 to comply with the California Public Records Act.
2. 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.
3. 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 clearly 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 clearly to allow our staff to redact the information at the appropriate time.
4. 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.



**EXHIBIT 1**  
**PROPERTY MANAGEMENT**  
**SCOPE OF SERVICES**

**Description of Services under Item No. 1A -**

**Ongoing Duties:**

- Property Manager would be the afterhours on call person for an emergency; 24/7 response to emergencies such as fire and security alarm system, etc.;
- Regular bi-weekly walk-through inspections of both the interior and exterior of the building;
- Coordinate, monitor, supervise, and schedule vendors for miscellaneous jobs; work with Zone 7 point of contact;
- Prepare a schedule for ongoing maintenance items;
- Prepare scope of services for request for quotes;
- Secure and negotiate service and labor contracts as well as one-time jobs for larger projects with the goal of controlling expenses;
- Collect and maintain current and accurate certificates of insurance from vendors;
- Preventative maintenance program;
- Responsive to any service calls initiated by Zone 7 personnel, troubleshoot the issue and find the right and most cost effective solution;
- Coordinate and manage interior refurbishment that goes beyond normal maintenance calls; for example, new paint or floor covering;
- Regular communication with Zone 7' point of contact;
- Award contracts for services as needed
- 

**Description of Services under Item No.1B -**

Labor charges for repairs and improvements not included under Item 1A.

**EXHIBIT 2**  
**JANITORIAL SERVICES**  
**SCOPE OF WORK &**  
**CLEANING SPECIFICATIONS**

**Description of Services under Item No. 2A -**

**COMMON AREAS**

**DAILY:**

1. Sweep and damp mop all tile lobbies and sweep front entry.
2. Empty all exterior trash receptacles and ash urns. (if any)
3. Wash all lobby glass entrance doors inside and out.
4. Clean directory glass, drinking fountains and fire extinguisher glass.
5. Maintain janitorial storage areas in a neat and organized manner.
6. Thorough vacuuming of all carpeted areas.
7. Dust all common area window ledges.

**WEEKLY:**

1. Clean and dust all low surfaces including baseboards and partitions.
2. Dust all horizontal surfaces to include picture frames, woodwork, and window mullions.
3. Spot cleaning of hallway carpeted area.
4. Clean kick plates and thresholds.

**QUARTERLY:**

1. Machine scrub all tile flooring.
2. Edge vacuum all carpeted common areas.
3. Vacuum brush air vents.

**OFFICE AREAS**

**DAILY**

1. Dust all office furnishings, including desktops, credenzas, and file cabinets with treated dust cloth.
2. Properly arrange office furniture after vacuuming.
3. Empty all wastebaskets and remove trash to designated areas.
4. Recycle bins may be emptied out twice a week; however, if the bin is more than ½ full please empty.
5. Wash all glass entrances and vacuum exterior entrance mats.
6. Thorough vacuuming of all carpeted traffic areas.
7. Sweep with chemically treated dust mop all resilient and composition hardwood flooring.
8. Wipe kitchen counters and clean sink if free of dishes, glassware, etc.
9. Sweep and mop lunchroom and VCT flooring.
10. Spot clean all suite entrance glass, side glass, door surfaces and woodwork.
11. Maintain janitorial storage areas in a neat and orderly manner.

12. Cleaning crew will, upon entering a locked suite to clean, lock the door behind them and will lock it upon exiting. At no time shall any door be left unsecured.
13. Empty garbage, recycling and organics bins in kitchen and put in appropriate receptacles outside.

#### WEEKLY:

1. Dust wall switches and thermostats.
2. Clean and dust all low surfaces including baseboards, partitions, and window sills.
3. Dusting of all ledges/mullions, partitions, and picture frames.
4. Spot cleaning of carpet areas.
5. Wipe clean and polish all bright work.

#### MONTHLY:

1. Perform all high dusting.
2. Spot clean walls, door surfaces, glass, and woodwork.
3. Wipe exteriors of kitchen cabinets and appliances.

#### QUARTERLY:

1. Vacuum brush all air vents.
2. Thorough edging of all carpeted surfaces.
3. Machine polish all VCT Flooring.
4. Machine scrub all restrooms tile flooring.
5. Thoroughly clean inside and outside of all refrigerators and microwaves throughout the building.

#### SEMI-ANNUAL:

1. Thorough dusting of all interior blinds.
2. Wash all interior glass partitions.

### RESTROOMS

#### DAILY

1. Clean and sanitize commodes, urinals, sinks showers and countertops.
2. Sweep and damp mop floor with disinfectant
3. Empty and sanitize sanitary napkin disposal units. Replace liner.
4. Wash and polish all mirrors, dispensers, faucets, chrome fittings and bright work with non-scratch disinfectant cleaners.
5. Remove all restroom trash from building to designated trash disposal area. Replace liners.
6. Spot clean walls, partitions, and doors.
7. Refill towel, tissue, seat covers, soap dispensers and sanitary napkin products.

#### WEEKLY:

1. Dust horizontal surfaces.
2. Flush floor drains with deodorizer and disinfectant.
3. Wipe and disinfect all walls and partitions.

MONTHLY:

1. Wash down all partitions and doors.
2. Vacuum brush all ceiling vents.
3. Machine scrub restroom floors.

**Description of Services under Item No. 2B –**

JANITORIAL SUPPLIES –

1. Cleaning Supplies shall be paid (including tax) by receipt with a 10% mark-up
2. Bathroom Supplies – Toilet Paper, Paper Towels, Toilet Seat Covers, Hand Soap, etc. to be paid (including tax) by receipt with a 10% mark-up

## **EXHIBIT 3**

### **LANDSCAPING MAINTENANCE SERVICES**

#### **Description of Services under Item No. 3A –**

Furnish the supervision, work force, equipment, materials, all applicable insurance (including liability, automobile, and worker's Comp) necessary to maintain the landscape of the proposed address in an attractive thriving condition as specified as specified below.

#### **Equipment**

All Equipment necessary to fulfill the specified maintenance shall be provided and maintained by the Contractor.

#### **Services**

##### **1. Lawn Care**

- a. Mowing - All lawns to be cut not less than once per week to insure uniform height and a neat appearance.
- b. Edging - Trimming of edges next to walkways, header boards, around sprinkler heads and up against buildings shall be done at least twice a month to maintain a neat and uniform appearance.
- c. Fertilization and Weed Control - Fertilization and Weed Control will be done on an as needed basis to keep the lawns in a green and healthy condition, but not less than four times yearly.

##### **2. Ground Cover**

- a. Ground cover shall be maintained in healthy and vigorous condition at all times.
- b. Pruning and Edging - ground cover to be edged as needed to prevent over run into lawn areas, sidewalks, buildings, water meters, etc. A cleared circle shall be maintained at the base of trees and plants to reduce competition of nutrients by ground cover.
- c. Fertilizing & Disease Control - fertilization shall coincide with the growing season. One application of slow-released fertilizer in the spring shall be enough for established ground cover. Young or sparse ground cover may require an additional application of fertilizer. All materials will be inspected through the year to insure against disease and insect infestation. If an infestation occurs, appropriate ground cover protective action will be taken.
- d. Weed Control - Weed control will be done on an as needed basis to keep the ground cover in a healthy condition. Weeds will be controlled preferably with a pre-emergent herbicide but also with selective systematic herbicides.
- e. Replacement - Ground cover found to be damaged by Contractor neglect will be replaced by the Contractor at no expense to the Owner. The Contractor, at the Owner's expense will replace ground cover that dies naturally or under extreme conditions not controllable by the Contractor.

### **3. Shrubs and Plants**

- a. Shrubs and plants shall be maintained to a healthy and thriving condition.
- b. Pruning - shrubs and plants shall be pruned when necessary to maintain the above condition.
- c. Fertilization and Disease Control - all shrubs and plants will be fertilized no less than twice per year. Additionally, they will be inspected throughout the year to insure against disease and infestation. If infestation or disease occurs, appropriate fungicide or insecticide will be applied at Owner's expense by a professionally licensed contractor.
- d. Contractor shall install and maintain all annuals on a quarterly basis at Owner's expense. Contractor shall maintain annual color in the same manner as for shrubs and ground cover. Annual color shall be kept neat, healthy, and vigorous at all times.
- e. Replacement - Shrubs and plants found to be damaged by Contractor's neglect will be replaced by the Contractor at no expense to the Owner. Shrubs and plants that die naturally or under extreme conditions not controllable by the Contractor will be replaced by the Contractor at the Owner's expense.

### **4. Trees**

- a. Trees shall be maintained to a healthy condition. Landscape Contractor is responsible for tree maintenance up to 12'. Maintenance above 12' will be at Owner's expense.
- b. Pruning - trees will be pruned on a regular basis to remove any sucker growth or damaged limbs, to maintain proper branching and head, to reduce toppling and wind damage by thinning out, to maintain growth within space limitations to maintain a natural appearance and to balance the tree.
- c. Stakes and Guys - Contractor shall maintain all stakes and guys. Trees shall be inspected on a periodic basis to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounding. Installing, removing, and replacing stakes will be done at Owner's expense.
- d. Fertilization - fertilization will be done on all trees no less than twice per year.
- e. Disease and Insect Control - trees will be inspected throughout the year to insure against disease and insect infestation. If disease or infestation occurs, an appropriate fungicide or insecticide will be applied at Owner's expense by professional licensed contractor.
- f. Replacement - trees found to be damaged by Contractor neglect will be replaced by the Contractor at no expense to the Owner. Trees that die naturally under extreme conditions not controllable by the Contractor will be replaced by the Contractor at the Owner's expense.

### **5. Trash and Debris**

- a. The removal of all trash and debris (which includes green waste) created by the Contractor shall be removed by the Contractor before they leave the site. Trash and debris in landscape areas will also be removed by the Contractor.

- b. All hard surfaces (walkways, driveways, carports, etc.) shall be blown by Contractor before they leave the site.

#### **6. Weeds in Concrete and Asphalt Areas**

The Contractor shall be responsible for the control of all weeds in all paved areas including walks, curbs, and driveway aprons. Herbicides may be used for removal.

#### **7. Irrigation system**

All planted areas will be watered regularly using installed, automatic irrigation system. Clock schedules for irrigation system will be maintained by Contractor. Watering of all landscape will be commensurate with plant needs, weather conditions, exposure to sun, variations in soil type and drainage condition. Repairs to the irrigation system will be paid for by the Owner, on a time and material basis. Any repairs made necessary due to Contractor negligence will be paid for by the Contractor.

#### **Description of Services under Item No. 3B –**

Labor charges for repairs and improvement not included under Item 3A.

## **EXHIBIT 4**

### **HVAC INSPECTION & MAINTENANCE SCOPE OF SERVICES**

#### **Description of Services under Item No. 4A –**

##### **Inspection and Maintenance**

The inspection and maintenance services to be performed as part of this agreement include:

1. Four (4) Inspections per year at intervals of approximately 90 days by a qualified technician.
2. Regular preventive maintenance (see Maintenance guideline below).
3. Filter replacement.

##### **HVAC Maintenance Guideline**

- Adjust belt tension
- Check blower rotation
- Inspect blower blades
- Lubricate bearings as required
- Inspect evaporator and condenser coils
- Check crankcase heaters
- Check compressor operation
- Check operating controls
- Check condenser fans
- Inspect compressor contactors
- Replace air filters as specified
- Inspect evaporator drain pan
- Inspect condensate drain piping
- Check gas operation
- Check for minimum clearance to combustibles
- Check pilot operation and alignment
- Inspect gas pipe connections
- Check exhaust fan operation
- Tighten electrical connection

#### **Description of Services under Item No. 4B**

Labor charges for repairs and improvement not included under Item 4A

#### **Description of Services under Item No. 5**

The amount included under this item is an allowance to pay for material costs related to Item No. 1B, 3B and 4B.



**EXHIBIT 5 - PROPOSAL FORM**  
**ZONE 7 WATER AGENCY**  
**PROPERTY MANAGEMENT SERVICES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1A	PROPERTY MANAGEMENT SERVICES	12	Monthly	\$	\$
1B	BUILDING MAINTENANCE REPAIRS NOT COVERED IN ITEM NO. 1A	60	Hours	\$	\$
2A	JANITORIAL SERVICES	12	Monthly	\$	\$
2B	JANITORIAL SUPPLIES ALLOWANCE – to be paid based actual cost-plus markup	1	Annual	----	\$ 10,000
3A	LANDSCAPING MAINTENANCE SERVICES	12	Monthly	\$	\$
3B	HOURLY RATE FOR LANDSCAPING REPAIRS NOT COVERED UNDER ITEM NO. 3A	40	Hours	\$	\$
4A	HVAC INSPECTION & MAINTENANCE ROUTINE SERVICES	12	Monthly	\$	\$
4B	HOURLY RATE FOR HVAC REPAIRS NOT INCLUDED IN ITEM NO. 4A	40	Hours	\$	\$
5	ITEM FOR EXTRA WORK ALLOWANCE	1	Annual	----	\$ 40,000
<b>TOTAL</b>				<b>PROPOSAL PRICE</b>	\$

Total Proposal Price:

(Words)

Any Proposal Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal Items or prices, therefore. Additionally, the final contract price may differ from the total above.

Name of Proposer: \_\_\_\_\_  
(Printed)

Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT 6

### Subcontractors List

Proposer submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name and Address of Subcontractor	Description of Work: Reference To Bid Items	Subcontractor's License No.

(Proposer to attach additional sheets if necessary)

END OF DOCUMENT

EXHIBIT 7  
INSURANCE

**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. **Employee Dishonesty and Crime or Third Party Bond** - \$1,000,000 per occurrence; (TPB \$100,000. limit)

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.

**EXHIBIT 8**

**SAMPLE SERVICES AGREEMENT**

**between**

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

**and**

**Consultant Name**

**for**

**Project/Program Name**

**Contract No. \_\_\_\_\_**

**Dated \_\_\_\_\_**

1. 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:

2. WHEREAS, The Agency is engaging in \_\_\_\_\_ ("Project"); and

3. 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

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

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

## 6. SCOPE OF WORK

6.1. 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.

## **7. COMPENSATION**

- 7.1. **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.
8. 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.
- 8.1. **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.

9. 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.
10. 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.
11. 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.
12. All invoices submitted for payment must indicate the Agreement number and either are to be emailed to [accountspayable@zone7water.com](mailto:accountspayable@zone7water.com) or a hard copy mailed to Zone 7 Water Agency, 100 North Canyons Parkway, Livermore, CA 94551, Attention: Accounts Payable.
- 12.1. **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.

### **13. TAXES; INSURANCE; PERMITS; LICENSES**

- 13.1. **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.

- 13.2. **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.

#### **14. RISK TRANSFER PROVISIONS**

- 14.1. **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.

- 14.2. **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:

14.2.1. 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.

14.2.2. 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.

- 14.2.3. 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.
- 14.2.4. 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.
- 14.2.5. 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.
- 15.** 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.
- 16.** 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.

- 17.** 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.

- 18.** 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

**19. 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.

**20.** 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 coverages 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**

- 21.** 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**

- 22.** 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.

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

### **13. OWNERSHIP OF DOCUMENTS AND DISPLAYS**

- 24.** 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.
- 25.** 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**

- 26.** 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.
- 27.** 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:

**28. ZONE 7 WATER AGENCY Representative:**

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

**29. 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.

**30.** 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

APPROVED AS TO FORM: – (check with GM or Assistant General Manager if needed to be reviewed by legal. If not, delete this legal section)

Downey Brand LLP

By: \_\_\_\_\_  
Rebecca Smith, General Counsel

Date: \_\_\_\_\_