



February 23, 2023

SUBJECT: REQUEST FOR PROPOSALS
Los Vaqueros Reservoir Joint Powers Authority
Phase 2 Los Vaqueros Reservoir Expansion Project
Program Management Services
PROPOSALS DUE: THURSDAY, MARCH 23, 2023

Board of Directors

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Zone 7 Water Agency

Anthea Hansen, Vice Chair
San Luis & Delta-Mendota Water Authority

Ellen Wehr, Secretary
Grassland Water District

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Contra Costa Water District

Michael Tognolini
East Bay Municipal Utility District

Dennis Herrera
San Francisco Public Utilities Commission

Rebecca Eisenberg
Santa Clara Valley Water District

Executive Director
Taryn Ravazzini

Greetings:

The Los Vaqueros Reservoir Joint Powers Authority (Authority) is pleased to inform you that your firm has been selected to receive a Request for Proposal (RFP) to provide Program Management Services for Phase 2 of the Los Vaqueros Reservoir Expansion Project. The following information is to assist you in the preparation of your Proposal.

Please submit the requested information as electronic files in PDF format, each no more than 10MB in size, via email. Proposals will be considered only if Proposals are delivered via email to the Los Vaqueros Reservoir Joint Powers Authority Executive Director at travazzini@losvaquerosjpa.com on or before 5:00 p.m. on March 23, 2023.

The JPA will review the proposals and hold interviews the week of April 10, 2023. The firms invited for an interview will be notified of the designated interview time. The interviews will require approximately 90 minutes; up to 60 minutes will be available for your presentation, and the remainder for questions by the JPA.

This solicitation does not commit the Authority to award any contract and the Authority reserves the right to reject any and all proposals, and to waive any and all irregularities in any proposal. Responders are advised that the Authority will not pay any cost incurred in response to this RFP. The successful proposer will be required to fully comply with Section 1090 et seq. of the California Government Code and other applicable conflict of interest laws.

Should you have any questions concerning this Request for Proposals, please contact me at (916) 206-5367. Questions may be submitted via email to travazzini@losvaquerosjpa.com.

Sincerely,

A handwritten signature in blue ink that reads "Taryn Ravazzini".

Taryn Ravazzini
Executive Director
Los Vaqueros Reservoir Joint Powers Authority

REQUEST FOR PROPOSALS

Los Vaqueros Reservoir Joint Powers Authority Program Management Services

DATED: February 23, 2023

Los Vaqueros Reservoir JPA
1331 Concord Avenue
Concord, CA 94520

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I. INTRODUCTION

The Los Vaqueros Reservoir Joint Powers Authority (Authority) is seeking Proposals from qualified consulting firms to provide, under contract, professional and technical services for Program Management of Phase 2 of the Los Vaqueros Reservoir Expansion Project (LVE Project), and to support and coordinate planning activities with the Executive Director and other relevant state and federal agencies and members of the Authority.

The Program Manager will be selected based on the results of the Proposal evaluation criteria discussed below. The initial contract award for Program Management Services will be for approximately 2 years, to end June 30, 2025 with future extensions as approved by the Board, although annual appropriations must also be approved by the Board. The successful consultant, following conclusion of the consultant selection process, shall provide qualified personnel to assist the Authority with a wide variety of activities in support of the Authority's role and responsibilities for implementation of the LVE Project as defined in the [Joint Exercise of Powers Agreement](#) and various other LVE Project agreements. The Authority is in the early stages of development and the Program Manager will be an integral part of the executive team.

The scope of the Los Vaqueros Reservoir Joint Powers Authority Program Management Services requires expertise in program planning, budget management, scheduling, risk assessment, cost and schedule controls, organizational development, among other capabilities, and a team of collaborative professionals led by a high-level, high-functioning, and fully dedicated Program Manager.

II. BACKGROUND

Phase 2 Los Vaqueros Reservoir Expansion (LVE) Project

The LVE Project is a multi-agency effort that will enhance Bay Area and Central Valley water supply reliability, develop water supplies for wildlife refuges, and improve water quality while protecting Delta fisheries and providing additional Delta ecosystem benefits. Los Vaqueros Reservoir is an off-stream reservoir that was originally built by Contra Costa Water District (CCWD) in 1998. The original reservoir capacity was 100 thousand acre-feet (TAF) and in 2012, CCWD completed the first phase of expansion to hold 160 TAF. The Phase 2 expansion is a ~\$1 billion dollar regional multi-agency water supply program with broad support among stakeholders that will increase the Los Vaqueros Reservoir storage capacity to 275 TAF, upgrade existing conveyance facilities, construct new conveyance facilities, and re-operate facilities to provide public benefits, including ecosystem, emergency response, and recreation benefits, and will provide water supply, reliability, and water quality benefits to the Authority's member agencies.

The two primary objectives of the LVE Project are (1) to develop water supplies for environmental water management and (2) to increase regional water supply reliability for the Authority's Local Agency Partners (LAPs). A secondary objective is to improve the quality of water deliveries to municipal and industrial customers in the San Francisco Bay Area without impairing the project's ability to meet the environmental and water supply reliability objectives.

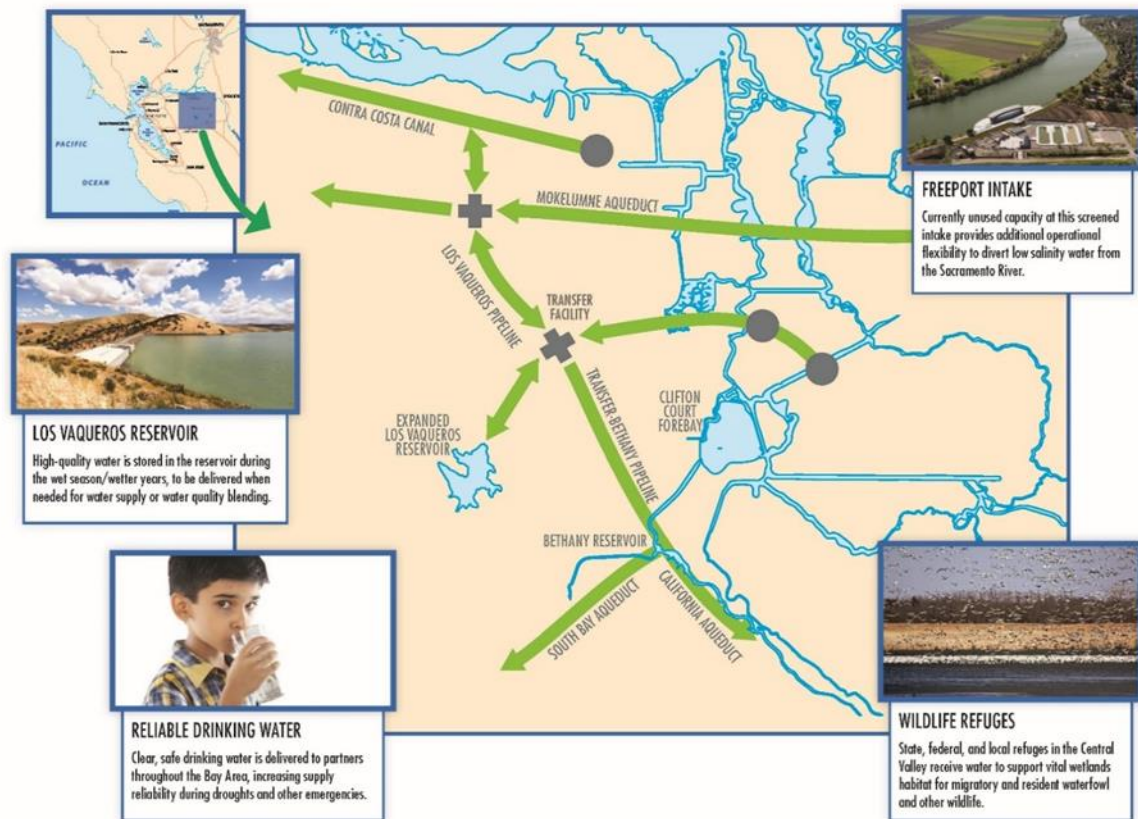


Figure 1. Location of Phase 2 Los Vaqueros Reservoir Expansion Project and Benefits

The LVE Project is included as one of five surface water storage projects identified in the CALFED Bay-Delta Program, which was designed to improve the quality and reliability of California's water supplies while restoring the San Francisco Bay/Sacramento-San Joaquin Delta Estuary. The LVE Project would divert water from the Sacramento-San Joaquin Delta at CCWD's three intakes and at the Freeport Intake on the Sacramento River, and with the new and modified storage and conveyance facilities making it a unique regional facility, the project would allow for integration with state water systems. The LVE Project would deliver water to agencies within the Authority's service area, which serves 11 million Californians throughout the Bay Area and the Central Valley, including south-of-Delta wildlife refuges.

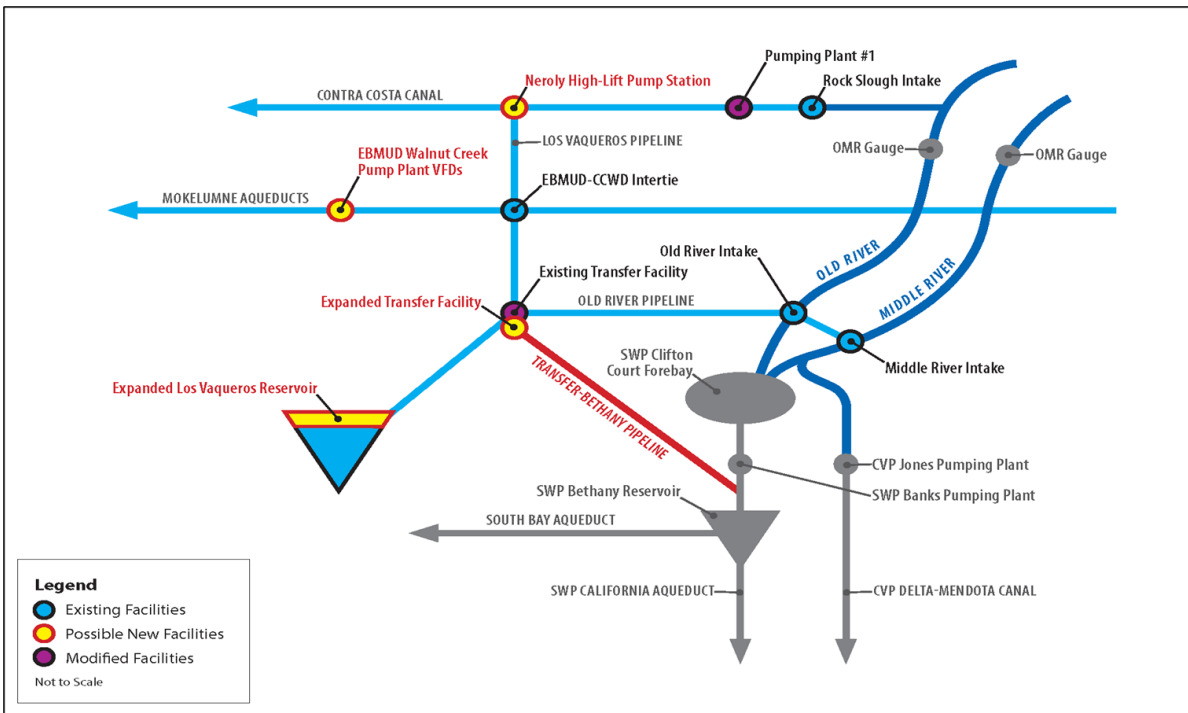


Figure 2. Schematic of Phase 2 Los Vaqueros Reservoir Expansion Project Facilities.

Los Vaqueros Reservoir Joint Powers Authority (Authority)

The Authority was formed in October 2021 to provide governance, administration, and long-term financing and funding for the Phase 2 Los Vaqueros Reservoir Expansion Project. The eight agencies which make up the Authority include: Alameda County Water District, Contra Costa Water District (CCWD), East Bay Municipal Utility District (EBMUD), San Francisco Public Utilities Commission, San Luis & Delta Mendota Water Authority, Santa Clara Valley Water District, and Zone 7 Water Agency. From the Bay Area and Central Valley, serving urban areas, agricultural land and wildlife refuges, the Authority members represent a unique regional collaboration never before undertaken.

The primary objectives of the Authority are to: provide governance of the LVE Project by the Authority members, ensure sufficient stable funding to the LVE Project, including local cost shares, and to ensure costs are reasonable, and cost allocations are equitable and transparent. The Authority provides an organizational framework under which the LVE Project will operate and will endure throughout LVE Project design, construction, operation, maintenance, repair, and replacement of water-related facilities.

The Authority and LAPs entered into a Multi-Party Agreement and subsequent amendments (MPA) to provide funding and assign responsibilities to CCWD for project development. The Project has been conditionally awarded \$477 million of Proposition 1 funds from the California Water Commission (CWC), and recently received an additional \$100 million in federal appropriations, totaling \$164 million in federal support. The remainder of the project costs will be covered by additional federal funding, Authority Member contributions, and financing.

Activities underway include permitting, facilities design, and agreement development, while also pursuing additional funding for the project. Construction may begin as early as late 2023, pending necessary reviews, approvals, and funding, and is anticipated to continue through 2030.

Existing funding agreements for LVE Project are between CCWD and the funding agencies, including the Early Funding Agreement with the CWC and a pre-construction funding agreement with U.S. Bureau of Reclamation. It is anticipated that future funding and financing agreements, including a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement through the U.S. Environmental Protection Agency for up to \$675 million, will be between the Authority and the funding and financing agencies, and that the Authority will eventually assume financial responsibility for the LVE Project.

In advance of the California Water Commission's approval of a Final Funding Award, Authority LAPs will enter into Service Agreements with the Authority to allocate the cost of service among the LAPs in proportion to their anticipated use of the LVE Project facilities and other benefits, which will replace the MPA funding instrument. CCWD continues to work under the MPA to progress the project in recognition of the Authority's role representing the LAPs/member agencies and the Authority taking responsibility for collecting funding and paying for LVE Project activities. The Authority is currently in the early stages of organizational development and prioritizing the transition of business and administration services from CCWD to the Authority. Services that will be transitioned, in some cases including the assistance of the Program Manager in that transition process, include Authority Board management, banking, project accounting, public outreach, website maintenance, financial audits, and grant administration.

The Los Vaqueros Reservoir and Watershed and the existing LVE Project facilities are owned and operated by CCWD. CCWD is listed as the Builder and Operator for the majority of the LVE Project facilities in the Los Vaqueros Reservoir Joint Exercise of Powers Agreement and is leading the development and implementation of the project. The LVE Project relies upon the availability of excess capacity within CCWD's existing infrastructure and modifications to CCWD's facilities, construction of new facilities, and long-term operation and maintenance by CCWD to deliver LVE benefits. CCWD is currently performing services under contract(s) to the Authority and anticipates entering into additional agreements with the Authority to provide continued services. The Authority will enter into a Design and Construction Agreement or other similar agreement(s) with CCWD and EBMUD (as to facilities EBMUD owns and operates that may be used in connection with the project) that will outline roles and responsibilities for implementation of the LVE Project, as well as authority levels and approvals needed from the CCWD/EBMUD and the Authority to progress the project. CCWD will continue to have primary responsibility for managing and implementing all technical work associated with the LVE facilities (with the exception of EBMUD facilities), including contracting with and managing the professional, technical, and construction services needed to deliver the Phase 2 LVE Project. CCWD entered into an agreement with GEI Consultants to provide Capital Project Management Services to support CCWD's management of the increasing volume of work. It is anticipated that the Authority Program Manager and CCWD will closely coordinate and collaborate on elements of the program planning and reporting, and the Program Manager may rely upon CCWD's work

efforts where appropriate to avoid duplication of effort and to ensure consistency of LVE Project information. The Authority and CCWD will work together to define points of collaboration across the spectrum of work efforts as the LVE Project progresses.

Consulting services agreements shall ensure all consultant work on the LVE Project is in full compliance with the funding agreements, and future amendments to the consulting services agreement shall include any changes needed to ensure full compliance with future funding agreements. The Program Manager will be required to assist the Executive Director in oversight and management of the LVE Project and Authority program activities and the development of various project agreements. The Program Manager will also be required to adhere to Authority requirements and provide detailed invoices and project updates.

LVE Project Schedule

An overview schedule of the LVE Project is provided below. This schedule reflects anticipated timeframes for major work based upon assumptions about the timing of key decisions and milestones, including approval of permits and approval by the CWC of a final funding agreement.

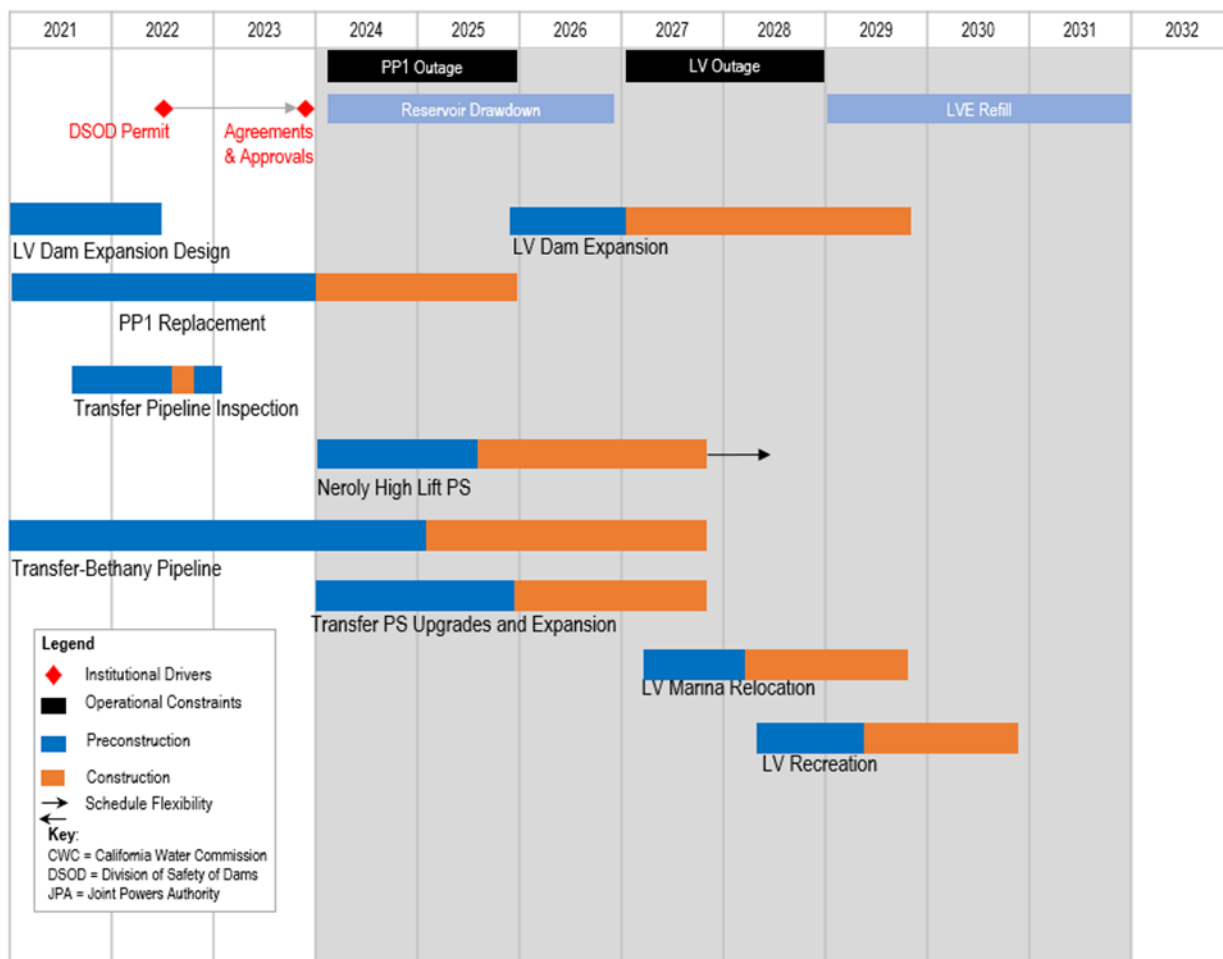


Figure 3. LVE Project Construction Schedule

There are many significant milestones anticipated in 2023 that will lay the foundation for the Authority's work in years to come, including:

- Continue transition of administration services from CCWD to the JPA
- Procure banking and other financial services
- Execute a Service Agreement between the JPA and its Members
- Apply for a Water Infrastructure Finance and Innovation Act (WIFIA) Loan
- Complete permitting of the Project
- Continue design of key Project facilities
- Prepare for California Water Commission (CWC) final funding award hearing

The Authority and LVE Project components are driven by an aggressive schedule to develop and execute the necessary agreements that will culminate in a final funding award from the CWC, currently projected for late Fall 2023, and a subsequent groundbreaking. The draft schedule below focuses on the Authority's target dates for major agreements and policy actions.

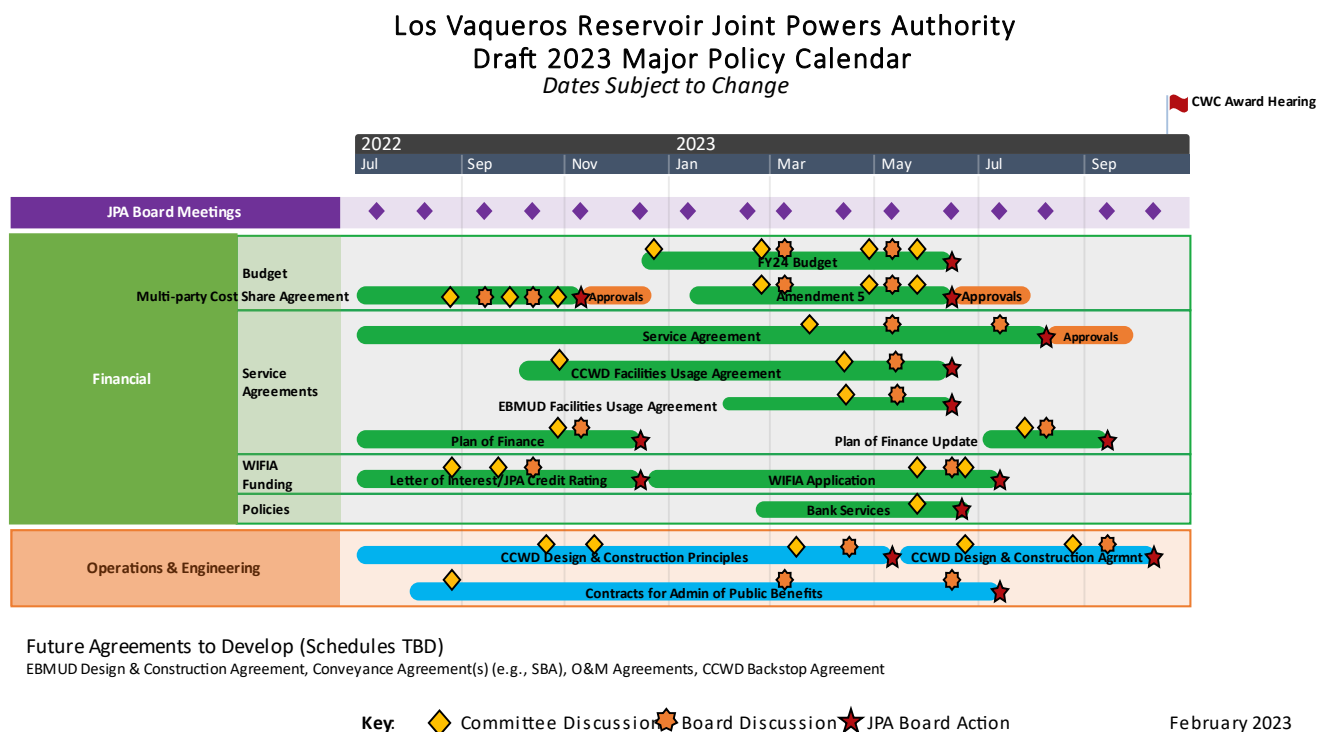


Figure 4. Los Vaqueros Reservoir JPA Draft 2023 Major Policy Calendar

III. CRITICAL DATES

The following are the anticipated dates in connection with the selection of a Proposal, but are subject to change:

February 23, 2023	RFP issued
March 9, 2023	Deadline to submit questions via email
March 15, 2023	Addendum issued, if necessary, addressing questions
March 24, 2023 by 5:00pm	Proposals due via email
Week of April 10, 2023	Anticipated interview dates
May TBD, 2023	JPA Board Meeting to award contract

Proposals received after the deadline will be rejected and not scored. This RFP does not commit the Authority to award any contract and the Authority reserves the right to reject any and all proposals, and to waive any and all irregularities in any proposal. Responders are advised that the Authority will not pay any cost incurred in response to this RFP. All costs associated with responding to this RFP will be solely at the interested party's expense.

IV. SELECTION CRITERIA

A. PROPOSAL EVALUATION CRITERIA: (50% of overall selection and basis for short list selection for interview)

1. Overall Proposal Quality (5%)

This includes general responsiveness, clarity of presentation, proposal quality and comments received from references, and exceptions to the Joint Powers Authority's Standard Agreement for Professional Services, if any.

2. Specialized Experience and Capabilities (10%)

This includes specialized experience of key personnel in successfully providing consulting and services of similar scope and size directly relating to all aspects of this project and evidence of ability to complete the work within schedule and on budget, and the depth of in-house or sub-consultant support.

3. Firm Qualifications and Program Team (15%)

This includes the qualifications of the proposed firm(s) based on specialized expertise relevant to the Authority's roles and responsibilities, upcoming projects, the qualifications of key program staff (program manager, assistant program manager, project accounting/grant specialist, and sub-consultant leads) related to their proposed roles, time

commitment in the areas assigned and estimated labor hours. Positive consideration will be given to firms that are minority-owned, women-owned, or veteran-owned, or small business enterprises, who further the Authority's Diversity and Accessibility Policy or who can demonstrate compliance with diversity, equity and inclusion principles, as further discussed in Section VI, below.

4. Approach to Work (20%)

This includes demonstrating understanding of the scope of work, required resources, and project schedules and includes proposed program management techniques (including ability to complete work within schedule and on budget) and unique/creative approaches to work.

Consultants shall provide a proposed scope of work identifying key work efforts, interim deliverables and key deliverables for the initial phases of the Joint Powers Authority organizational development and oversight and collaboration with respect to project design and construction phases (an example scope of work is provided in Section V for your information). Consultant shall identify and incorporate into the proposed scope any changes that the Consultant recommends to enhance the approach to work. The scope of work for the initial transition of various functions from Contra Costa Water District to the Authority and Authority build-out phase will be used as the basis of the initial consulting services contract.

B. INTERVIEW EVALUATION CRITERIA: (50% of overall selection)

Presentations will be held remotely using Microsoft Teams or Zoom platforms and will be arranged and initiated by the Authority. The Interview shall be attended by no more than seven (7) representatives of the consultant team. The presentation duration shall be a maximum of 60 minutes, which will be followed by a question and answers session lasting up to approximately 30 minutes.

1. Presentation (30%)

The presentation is an opportunity to communicate the proposed approach and program management team, highlighting qualifications and communication style, related program and project experience, program management techniques, approach to diversity and inclusion, and unique/creative approaches to work. It will be evaluated based on content and effectiveness.

2. Questions and Answers (20%)

This session will address managerial and technical experiences, creativity and communication skills, ability to interact with Authority personnel, and other related questions regarding the Joint Powers Authority, this project and the consultant team's proposal.

V. SCOPE OF WORK SUMMARY

The objective of this RFP is to provide a high-level, fully dedicated Program Manager for the Phase 2 Los Vaqueros Reservoir Expansion Project to support the Authority Executive Director in program management and administration, program controls, agreement development, and additional related services as requested and outlined below. The selected PM will act as an Authority representative and key advisor integrated with the Authority executive team to provide program management support beginning in Spring 2023 and may extend through planning, design, construction, start-up, testing and commissioning of the LVE facilities.

Desired qualifications of the preferred candidate include the following:

- Program Manager with up-to-date Program Management Professional (PgMP) or Project Management Professional (PMP) qualifications
- Experience in a program management capacity on a dam or water infrastructure project of similar scope and scale, preferably within the last 5 years
- Experience having stood up similar organizations, establishing governance and administrative policies and procedures
- California water experience working with both state and federal resource agencies
- Experience managing state and federal grants and funding agreements
- Working knowledge of operations of the Central Valley Project and the California State Water Project
- Program Management Team should include a Certified Public Accountant or similar to manage project accounting and development of financially related processes and procedures
- Program Management Team should possess ability to scale up and provide additional resources as future project needs develop
- Program Management Team should include high-functioning consultants with a focus on collaborative team dynamics and strong communication skills

Initial services are focused on Authority organization, governance, strategic planning, and pre-construction activities and could include the following: development of a program management plan, schedule, budget and cost controls, program reporting, risk management, program coordination with CCWD's Capital Project Management Team, program quality, agreement development support, contract management, document controls, Board management and administrative support, and staff augmentation. The Program Manager will be expected to engage in creative problem-solving supportive of LVE Project completion, regional resiliency, protection of LAP investment and proactive Authority member and stakeholder communications. The successful consultant may be called upon to provide other related as-needed program management, business administration, and technical tasks during the term of the agreement with the Authority as the LVE Project progresses.

The sample scope of work shown below includes anticipated tasks that will be requested of the selected Consultant. Proposers should prepare and include as part of their Proposal a detailed scope of work that expands on this sample and that reflects the Consultant's understanding and recommended program management approach, including deliverables and milestones associated with the work identified in the initial 2-year contract. Based on the Proposer's understanding and experience initiating program management activities, the scope of work should indicate the Proposer's recommended priority tasks for completion by June 30, 2025. Some tasks may extend beyond the duration and scope of the initial contract; consultant shall estimate the appropriate level of effort associated with the initial 2-year contract, for each contract year, for the purposes of developing and submitting Cost Information. The scope of work will be finalized during contract negotiations with the selected Consultant.

The scopes of work for as-needed project elements identified above should not be included in the proposed scope of work or cost information.

Task 1: Program Management and Administration

The Consultant will serve as the Authority's Program Manager for the LVE Project and will work under the direction of the Executive Director. The Program Manager should have the necessary knowledge, skills and experience to implement the LVE Project through the planning, design, permitting, and construction phases and will serve as an advisor to the Executive Director. The Program Manager will receive direction from the Executive Director and ensure that such direction is implemented into all services performed by the program.

As the Los Vaqueros Reservoir Joint Powers Authority is a newly formed entity, the Program Manager will support and implement organizational development activities that will establish roles, responsibilities, processes, and procedures to ensure effective management of the LVE Project. The Program Manager will manage the transition of core functions from CCWD as the interim administering agency to the Authority, including completion of transitioning the financial management systems and accounting.

The Program Manager shall provide sufficient administrative support staff to the Executive Director in the performance of regular duties and responsibilities to ensure efficient and effective operation of the Authority. The Program Manager will plan, attend, and support regularly scheduled Board of Directors and committee meetings and any ad hoc committee meetings of the Authority. Meetings may be conducted in hybrid format, in-person, and/or fully virtual. The Program Manager will maintain an administrative record file of regular meeting documentation including agendas, minutes and summaries, as applicable.

Task 2: Program Controls, Reporting, and Contract Administration

The Program Manager shall provide program-level planning, development, implementation, and oversight of the program's project controls activities. Representative activities include developing and implementing processes to monitor key metrics for the program as they relate to

budget, schedule, quality, and contracting. The Program Manager shall prepare and maintain in conjunction with CCWD a critical path schedule for the Authority and LVE Project activities. The Program Manager will be tasked with ensuring the Authority is business ready and will assist in completing financial stand-up activities, coordination of project interim and long-term funding sources, cost share agreement administration, and grant administration. The Authority will procure accounting services separate from the Program Management Team but looks to the Program Manager to have a Certified Public Accountant or similar on the team to set up project accounting budget and controls policies and procedures.

The Program Manager will complete programmatic reporting inclusive of cashflow, forecasting, and function as an overall program reference point for budget and schedule. Program controls tasks will include the development of processes, controls, metrics and benchmarks to track program performance. The Program Manager will develop and implement processes to identify places where corrective action should be taken for cost control and will communicate program status as it relates to schedule and budget throughout the organization in a timely manner. The Program Manager will support the Executive Director in budgeting, planning, and Member communications and will conduct regular reporting to the Authority Board, member agencies, funding agencies and other stakeholders on schedule, cost, risks, etc.

The Program Manager shall provide contracts administration leadership to manage the overall contract administration function for the Authority. Tasking will include administering agreements and contracts made with consultants, contractors, vendors, and partners. As necessary, the Program Manager will provide additional staff to this team to ensure that the team is staffed appropriately to meet the evolving need of the program's services activities in this area.

Task 3: Agreement Development Support and Administration

The Program Manager will work with Authority leadership to facilitate and coordinate development of various project agreements focusing on cost control, implementation, operations, and management of the Project, with particular attention on the development of Service Agreements between the Authority and the Members (and all necessary agreements to inform the Service Agreements) to secure the Final Funding Award from the CWC. The Program Manager will track and support administration of the agreements for the duration of the Project.

Funding Agreement Administrative Services

Project costs will be reimbursed by three external funding agreements between the Authority and the (1) California Water Commission (CWC), (2) U.S. Department of Interior Bureau of Reclamation (Reclamation), and (3) U.S. EPA WIFIA loan agreement. The Program Manager will manage the reporting and invoicing requirements under each agreement and will facilitate preparation and submittal of required periodic reports and reimbursement invoice packages in accordance with the terms of the agreements.

Task 4: Strategic Planning and Communications Services

The Program Manager shall provide services related to optimizing organizational development and strategic planning and communications of the Authority and the LVE Project. These services include website administration, supporting governmental relations outreach efforts, presentation and publication materials development and support, media management, social media development and maintenance, brand management, and community and stakeholder engagement.

Task 5: Supplemental Services

As the Project progresses through the pre-construction phase, additional resources will be required to support management efforts, and the Executive Director. It is requested that the Program Manager demonstrate its ability to provide as-needed support with program systems needs, procurement support, risk management, and technical reviews.

It is anticipated that additional expertise within the organization will be filled at a future date by utilizing this agreement to bring these positions onboard. At such time, the Program Manager will be responsible for identifying potential qualified consultants/candidates, conducting interviews (in conjunction with the Executive Director), and onboarding selected consultants/candidates to the program.

VI. DIVERSITY AND INCLUSION

In accordance with the Authority's Diversity and Accessibility Policy (Attachment B), the Authority is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, the Authority prohibits unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, gender identity, gender expression, reproductive health decisions, sex, sexual orientation, veteran status, age or any other protected status under federal or state law by officials, employees and non-employees (vendors, contractors, etc.). The Authority will not discriminate based on the above classifications in consideration for an award of contract.

The Authority encourages consultants and contractors to offer inclusive work environments to their employees and to embrace the benefits and value of teams with diverse experiences, perspectives, and problem-solving approaches.

VII. COST INFORMATION

For the Program Management Services described above for the period covering through June 30, 2025, not including optional additional services, provide the cost information requested below, to be included in Attachment B of the Authority's Standard Agreement for Professional Services (Attachment A to this Request for Proposals). Include electronic files in Word or Excel and

provide a copy in final PDF format (separate from the proposal) emailed to travazzini@losvaquerosjpa.com with the subject line titled “(Name of Consultant) Cost Information”.

- Direct Labor costs. Provide labor hours and salaries per staff classification that roll up to the total Direct Labor costs.
- Overhead, calculated as a percentage of direct labor.
- Profit, calculated as a percentage of direct labor plus overhead.
- Subconsultant costs. Provide labor hours and rates per staff classification and other direct costs that roll up to the total Subconsultant costs.
- The requested markup (“Overhead”) on Subconsultant costs.
- An estimate of Other Direct Costs by item which are specifically identifiable to the Project.
- The requested markup (“Overhead”) on Other Direct Costs.
- An estimate of Total Cost (not-to-exceed ceiling for performing the work).

NOTE: Cost information is not part of the Authority’s professional services selection criteria but is requested for comparison to the project budget and to ensure that a fair and reasonable fee will be reached during agreement negotiations. The Authority will not open the cost information until after proposing firms are ranked based on the evaluations of proposals and interviews. If the Authority and the selected firm are unable to establish a mutually acceptable fee during negotiations, the Authority will pursue negotiations with another firm.

VIII. REQUIRED PROPOSAL FORMAT AND SUBMISSION

The Proposal should be clear, concise, complete, well organized and demonstrate Proposer’s qualifications, comprehensive understanding of the Project, and ability to follow instructions. The Proposal must be limited to 20 pages (except information expressly excluded) and shall include the sections detailed below in the following order and containing the items described below. There are *no page limits* for resumes, covers, section dividers, and acceptance of, or exceptions to, the Authority’s standard agreement for professional services. Consultants may use up to two (2) 11”x17” sheets in Sections 1 through 4 that each count as one page toward the page count; additional 11”x17” sheets will count as two pages each.

Proposals must be submitted as electronic files in PDF format, each no more than 10MB in size, via email. Proposals will be considered only if Proposals are delivered via email to the Los Vaqueros Reservoir Joint Powers Authority Executive Director on or before the specified due date and time.

Proposers must notify the Authority no later than one day prior to the Proposal due date of **no more than two** email addresses that are authorized to submit the Proposal for the Proposer. Upon receipt of an electronic Proposal, the Authority will send a confirming email to the authorized email address(es).

Each email must include in the subject line the name of the Proposer (abbreviated is acceptable). In the subject line, the Proposal also must include "LVR JPA Program Manager". Electronic submittals must **only be submitted** to the Authority Executive Director, Taryn Ravazzini, at travazzini@losvaquerosjpa.com.

Transmittal Letter: Provide an overview of the firm(s) and identify the qualities that differentiate the proposed team and will make it successful. Include identification of the proposing firm/individual, contact person with authority to act on behalf of and bind the firm, and all relevant business contact information.

The letter must state general information about the Proposer, including at least the number of employees, type of business structure, years in business, website, home office location, local office location (if different), federal tax I.D. number, and whether Proposer is a small business, or minority-owned, women-owned, or veteran-owned business enterprise. Proposers must verify in the Transmittal Letter that they have no personal or organizational conflicts of interest, as prohibited by law.

Section 1 – Qualifications of the Firm(s): Provide a summary of the team's qualifications and key related experience in successfully providing program management consulting services to public entities for projects of similar scope and scale. The summary shall list the prime consultant and proposed subconsultants, the disciplines and expertise to be contributed by each firm and the office location in which the required services will be performed. Describe Proposer's experience with projects that included state and/or federal funding. Additional information should be included regarding any disputes and performance problems.

Section 2 – Program Manager and Program Team's Experience: Identify as "Key Personnel" all licensed or certified professionals that will be providing services on the project as part of the Program Management Team, including the Program Manager and other key roles including those filled by sub-consultants, and describe their functional area and expertise, and qualifications or experience related to the proposed function they would perform. Provide an organization chart of the Program Management Team, and describe the role and availability of key program staff. Include resumes for each key team member. Describe how work between the prime consultant and proposed subconsultants will be assigned, coordinated, and managed to ensure continuity and clarity of roles and responsibilities. Outline how the Program Management Team will work as a cohesive unit, and indicate in the organization chart how the consultant will interact with the Authority and its Executive Director.

Key personnel that are included in the proposal must be committed for the duration of the project. There will be no assignments or delegations of contracted duties without the Authority's written consent. Any substitutions or changes to the Program Management Team must be communicated to and approved by the Authority's Executive Director.

Section 3 – Approach to Work/Proposed Implementation Plan: Describe Program Management Team understanding of the project and present the approach for meeting program objectives, based on the description in Section V. Identify unique approaches and lessons learned from past projects, in particular on a dam or water infrastructure project of similar scope and scale, to highlight success factors that will be important in management and oversight of the LVE Project and that demonstrate understanding of the scope of work.

In addition to describing management tasks and quality assurance/quality control measures that will be utilized for the LVE Project, describe how the Program Management Team will provide various support functions to effectively transition business and administrative responsibilities from the Contra Costa Water District (CCWD) as the interim administering agency to the Authority. Provide a proposed detailed scope of work for the initial contract as an Appendix to the proposal, which will not count towards the page limit. Consultants may organize the scope of work and task numerology to effectively convey the approach and enable management of tasks and authorizations.

Additionally, describe how the Proposer will coordinate with the Authority in carrying out its responsibilities and work amongst the respective JPA Member agency staff and consultants to ensure productive and efficient interactions. Include a description of any time- or cost-saving features of the Proposal and a description of any special or creative resources that Proposer can offer.

Provide a schedule showing the consultant's recommended priority activities and milestones for the initial phases of program implementation. The schedule should reflect the detailed work plan for the twenty-five-month initial phase beginning June 1, 2023 and indicating the activities and durations anticipated through the end of June 2025.

Provide a table of estimated labor hours (by staff classification and/or team member name) by task and subtask for the first two (2) years of program implementation. Consultants shall provide a separate table with hourly rates for personnel and their role/title who would be required to provide the full range of scope outlined in this RFP. The schedule and tables are to be included in the body of the Proposal and will count toward the 20-page limit.

Section 4 – Similar Projects: List between three and five projects of a similar scope and magnitude, preferably for public agencies. Project information shall include the project name and location, brief description of scope of work, consulting budget, start and end dates, total construction cost (if applicable), and the roles of any proposed team members. Projects will be considered if work has been conducted within the last 10 years by at least one proposed team member. Provide reference information, including the project agency's contact name, organization, and telephone number, for each project.

Describe similarities between the LVE Project and the listed projects and outline the applicability of approaches used on those projects to those proposed on the LVE Project. Provide examples of how Program or Project Management Plan needs were assessed, software and other information system needs were identified and how other project management tools were selected. Provide relevant examples of cost and schedule controls, regular project reports, and other elements that could be applied to the LVE Project.

Appendices:

- Resumes of key personnel
- Proposed scope of work for the initial phase of work.
- Acceptance of the Authority's Standard Agreement for Professional Services: Clearly state if consultant will accept the Authority's standard agreement for professional services (included as Attachment A hereto) with no change, or list any exceptions and proposed changes to contract language. While the Authority may negotiate such changes with Consultants, the Authority will consider proposed modifications during Consultant selection and retains the right to reject any portion of the proposed modifications. Submission of a Proposal without listed expectations constitutes acceptance of the agreement provisions.

IX. PROPOSAL QUESTIONS AND CLARIFICATIONS

If Proposer has any questions regarding this Request for Proposal (RFP), please contact Taryn Ravazzini, Executive Director, at travazzini@losvaquerosjpa.com. Proposers are requested not to contact other Authority or member agency staff or Board members in any manner in connection with this RFP and selection process. Any applicants who violate this request may be disqualified from further consideration.

The Authority will reply regarding substantive questions by addenda which will be emailed to any potential Proposer who has requested such information and uploaded to the Authority's website. It is the responsibility of the Proposer to check for updated information prior to the Proposal due date. Questions received after the deadline noted in the RFP may not be answered.

Respondents must submit questions via email regarding any ambiguity, uncertainty, or other perceived flaw in this RFP, or any proposed changes to the agreement attached as Attachment A, as soon as the issue is identified, but no later than the deadline to submit questions on this RFP. Any such issue which is not raised prior to the deadline to submit questions shall be waived, and the Authority will not consider any challenge based on the contents, structure, or terms of this RFP after the Proposal deadline.

The Authority shall not be obligated to respond to any question unless it is submitted in writing via email to the Authority's designated representative identified above. The Authority shall be bound only by written responses to questions contained in an addendum to the RFP. Oral responses, or email responses, shall not be binding on the Authority.

The Authority reserves the right to investigate any Proposal or Proposer, including without limitation requesting clarification from the Proposer or contacting other entities who have engaged the Proposer or any of its personnel for additional information related to the Proposer. The Authority reserves the right to consider information relating to a Proposer or Proposal based on information obtained outside of the Proposal available to the evaluators.

The Authority reserves the right to waive any immaterial deviation in any Proposal.

A joint Proposal from more than one firm will be considered by the Authority, however a prime Consultant should be identified for any joint Proposals.

Issuance of this RFP does not guarantee that the Authority will award an agreement. The Authority reserves the right to reject any or all Proposals at its sole discretion, to re-solicit the services, or to request that all Proposers submit revised Proposals to address new or different factors or criteria. The final award will not necessarily be made to the lowest bidder. Other factors will be considered in awarding this agreement.

ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES
LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
Standard Services Agreement – Program Management Services

THIS AGREEMENT FOR PROFESSIONAL Services is between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and _____ (the "Consultant"). Consultant’s address is _____. Consultant’s taxpayer’s identification number is: _____.

1. The Agreement; Changes. JPA and Consultant agree that Consultant shall provide program management consulting services to the JPA and shall perform those services on the terms and conditions set forth herein. The specific scope of services (the “Services”) is defined in Attachment A - Scope of Work.

The following documents are attached hereto and is a part of this Agreement:

Attachment A - Scope of Work
Attachment B – Program Management Fees

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party and tasks other than those specifically described herein shall not be performed without prior written approval of the JPA.

If the JPA requires changes in the tasks or scope of work shown in Attachment A or additional work not specified therein, then the JPA will prepare a written change order. If Consultant believes work or materials are required outside the tasks or scope of work described in Attachment A, it shall submit a written request for a change order to the JPA. A change order must be approved and signed by the JPA’s Executive Director, in accordance with JPA policy, and Consultant before Consultant performs any work outside the scope of work shown in Attachment A. The JPA will not have any responsibility to compensate Consultant for such work without an approved and signed change order. If the change order will result in an increase in the contract amount, then the change order must specify the change in the agreed upon amount for the particular revised Services to be provided.

2. Time of Performance. Consultant is authorized to commence performance of this Agreement upon its execution by the JPA. Unless earlier terminated as set forth herein, this Agreement shall expire and terminate on June 30, 2025, unless this date is extended by the JPA in writing. At the JPA’s discretion, the JPA may extend the term of the Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees and any subconsultant and shall be responsible for the timely performance of the Services required by this Agreement.

3. Payment. Only those Services, materials, administrative, overhead and travel expenses specifically listed in Attachment B will be charged and paid. No other costs will be paid. Consultant agrees not to invoice the JPA for any administrative expenses, overhead or travel time in connection with the Services, unless agreed upon and listed in Attachment B. Consultant shall at convenient intervals

not more frequent than monthly submit itemized statements of Services performed at the rates and charges set forth in Attachment B. If invoices are submitted on a monthly basis, they must be submitted by the tenth (10th) day of the month for Services rendered in the prior month. The JPA shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the JPA, the total amount payable by JPA for Consultant's services pursuant to this Agreement shall not exceed \$_____ for Services rendered through June 30, 2024, and the parties shall cooperate in establishing the contract amount and related budget for the July 1, 2024 through June 30, 2025 fiscal year. Consultant shall keep records of all Services and costs billed pursuant to this Agreement for at least a period of seven (7) years after completion of the Services and shall make them available for review and audit if requested by the JPA.

4. Consultant an Independent Contractor. Consultant shall perform the Services under the Agreement as an independent contractor and not as an employee of the JPA. Consultant shall be wholly responsible for the methods of performance and shall furnish, at Consultant's own expense, all labor, materials, equipment and transportation necessary for the successful completion of the Services. The JPA shall have no right to supervise or control Consultant's performance but shall have the right to observe it to ensure compliance with the requirements of this Agreement and Consultant will coordinate various aspects of the Services with the JPA's Executive Director in light of the nature of the project. Consultant maintains its own business office, complies with all applicable business license laws, customarily engages in an independently established business the purposes of which is to perform services of the same nature as that involved in the work performed hereunder, can contract with other businesses to provide the same or similar services, maintains a clientele without restrictions from the JPA and advertises and holds itself out to the public as available to provide the same or similar services as those required hereunder. Consultant shall work closely with the JPA in performing the Services.

Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance that Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including, but not limited to, enrollment in CalPERS. Consultant is not eligible to receive overtime, vacation or paid sick leave. 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 JPA.

Consultant represents and warrants that in the process of hiring Consultant's employees who participate in the performance of Services, Consultant conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide Services of the type contemplated by this Agreement.

5. Insurance.

A. Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

(1) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence, \$5,000,000 aggregate, for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional liability insurance, applicable to Consultant's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this Agreement. In the event the Consultant employs sub-Consultants as part of the Services covered by this Agreement, Consultant shall be responsible for requiring and confirming that each sub-Consultant meets the minimum insurance requirements specified herein.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(1) Name as Additional Insureds, the JPA, its members and their respective directors, officers, agents, employees, and volunteers. Consultant will file with JPA, before beginning to provide the Services, ACORD certificates of insurance, or other certificates of insurance satisfactory to JPA, evidencing general liability coverage of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; requiring 30 days (10 days for nonpayment of premium) notice of cancellation to JPA. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against the JPA, and its members, directors, officers, agents, attorneys, consultants or volunteers. Any insurance pool coverage, or self-insurance maintained by the JPA shall be excess of the Consultant's insurance and shall not contribute to it.

(2) The general liability coverage shall give JPA, and its members, directors, officers, agents, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the Consultant employs a sub-consultant as part of the work covered by the Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein, including naming the JPA, and its members, directors, officers, agents, attorneys, consultants and volunteers and the Consultant as Additional Insureds.

(3) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Regarding Workers' Compensation, Consultant hereby agrees to waive its rights to subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

D. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

E. Before commencing any work under this Agreement, Consultant shall furnish to the JPA certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the JPA, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

F. Approval of the insurance by the JPA shall not relieve or decrease the liability of Consultant hereunder.

6. Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to the JPA all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which the JPA incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

7. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to the JPA all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of the JPA. This includes, but is not limited to, all materials and records of a finished nature that are prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as computations and other data prepared or obtained in the performance of this Agreement. To the extent that 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 JPA shall acquire no right or interest in such property.

Consultant hereby assigns to JPA for no additional consideration, all of Consultant's intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the Consultant under this Agreement. Consultant shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that JPA reasonably requests to establish and perfect the rights assigned to JPA under this provision.

8. Right to Audit. Consultant shall permit the JPA and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time upon at least seventy-two (72) hours' prior written notice within three (3) years after final payment under the Agreement. Consultant shall also permit the JPA and its authorized representatives to audit and verify statements, invoices, or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

9. Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin. Consultant shall not allow its employees and/or agents to discriminate, harass, or allow harassment, retaliation, or abusive conduct by or against any person or persons in violation of applicable federal, state or local law. Immediate and appropriate corrective action by the JPA, up to and including termination of this Agreement, will be implemented as warranted for any and all such reported misconduct.

10. Standard of Care; Breach, Error, and Omission. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches this Agreement, the JPA shall have the right to pursue all remedies provided by law or equity, including termination of this Agreement in accordance with Section 16, below. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to JPA, re-perform Services which fail to satisfy this standard of care. In addition, any costs incurred by the JPA (including but not limited to additional administrative costs, to the extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The JPA is relying upon the Consultant's qualifications concerning the Services furnished under this Agreement, and therefore the fact that the JPA has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

11. Permits and Licenses. Consultant shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its 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.

12. Indemnification. To the fullest extent permitted by applicable law, Consultant shall indemnify, defend and hold harmless JPA, and its members, directors, officers, consultants and authorized volunteers, and each of them from and against:

A. When the law establishes a professional standard of care for the Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the Services. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the Services hereunder and shall not tender such claims to JPA, nor to its members, directors, officers, employees, or authorized volunteers, for defense or indemnity.

B. 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 violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

C. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the JPA's choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the Services and all of the Consultant's obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the JPA's choice, incurred by the indemnified parties in any lawsuit to which they are a party.

D. To the extent permitted by law, Consultant shall also indemnify the JPA, its members and their respective directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, sub-consultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

E. Consultant shall immediately defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against JPA, or its members, directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to JPA, as applicable, and shall not tender such claims to JPA, nor to its members, directors, officers, agents, or authorized volunteers.

F. Consultant shall immediately pay and satisfy any judgment, award or decree that may be rendered against the JPA, or its members, directors, officers, agents, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

G. Consultant shall immediately reimburse JPA, or its members, directors, officers, agents, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

H. Consultant's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by the JPA, or its members, directors, officers, agents, or authorized volunteers.

13. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of JPA. Consultant understands that all documents, records, reports, data, or other materials (collectively, "Materials") provided by the JPA to 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 Consultant and that are utilized or produced by Consultant pursuant to the Agreement may be considered confidential for all purposes, except to the extent disclosure may be required by law, including the California Public Records Act.

Consultant shall be responsible for protecting the confidentiality and maintaining the security of all Materials and records in its possession that have been provided by the JPA. 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, or other materials except as provided herein or as authorized, in writing, by the JPA. Consultant agrees not to make use of such Materials for any purpose not related to the performance of the Services. Consultant shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the JPA's prior written approval. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in this Agreement or as provided for by law.

All confidential Materials saved or stored by 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.

14. Assignment; No Third Party Rights. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise without the JPA's prior written consent. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than JPA and Consultant.

15. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Contra Costa County, California.

16. Termination. JPA may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Either party may terminate this Agreement upon written notice if the other party has breached the Agreement and such breach is not remedied within at least fifteen (15) days after written notice of that breach is provided to the breaching party, or if such breach is not capable of being remedied within that fifteen (15) day period, the breaching party fails to commence and diligently pursue that remedy within that fifteen (15) day period. Upon termination, the JPA shall pay Consultant for all amounts due for services rendered up to the date of termination. In the event of termination: (1) all work product prepared by or in the custody of Consultant shall be promptly delivered to the JPA; (2) the JPA shall pay Consultant all payments due under this Agreement at the effective date of termination; (3) Consultant shall promptly submit a final invoice to the JPA, which shall include any and all non-cancelable obligations owed by Consultant at the time of termination, (4) neither Consultant nor the JPA waives any claim of any nature whatsoever against the other for any breach of this Agreement; (5) the JPA may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute; and (6) the JPA and Consultant agree to exert their best efforts to expeditiously resolve any dispute between them.

17. Equal Opportunity. The JPA is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, the JPA prohibits unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, gender identity, gender expression, reproductive health decisions, sex, sexual orientation, veteran status, age or any other protected status under federal or state law by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the JPA. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this Agreement. During, and in conjunction with, the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, physical or mental disability, ancestry, medical condition, pregnancy or childbirth, gender, gender identity, gender expression, reproductive health decisions, sex, sexual orientation, veteran status or any other protected class under applicable law.

18. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and reasonable attorney's fees incurred therein by the prevailing party (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

19. Counterparts; Electronic Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed by signatures transmitted by facsimile or electronic means (including by PDF) and any such facsimile or electronically transmitted signature shall be deemed as valid as an original, “wet” signature.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

Los Vaqueros Reservoir Joint Powers Authority

By: _____
Name: Taryn Ravazzini
Title: Executive Director

Date: _____, 2023

Consultant: _____

By: _____
Name:
President

Date: _____, 2023

APPROVED AS TO FORM:

JPA Legal Counsel

ATTACHMENT A
Agreement for Professional Services
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
_____ (“Consultant”)

SCOPE OF WORK

ATTACHMENT B

**Agreement for Professional Services
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
_____ (“Consultant”)**

CONSULTANT FEES

ATTACHMENT B

LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY DIVERSITY AND ACCESSIBILITY POLICY

The Los Vaqueros Reservoir Joint Powers Authority is committed to promoting equity and catalyzing change for marginalized communities throughout the water community. We do this by creating and upholding organizational core values rooted in this commitment: demonstrating transparency, modeling behaviors, and sharing best practices.

Principles:

1. Create an inclusive environment where all feel welcome and comfortable sharing diverse ideas, approaches, and perspectives which reflect and support the diversity of the communities we serve.
2. Achieve effective public engagement through equal access to decision-making processes and transparent, open communication that both informs and generates participation among all communities.
3. Increase diversity, representation, and inclusion at all levels including Board, Leadership, and Professional.
4. Ensure our work benefits all communities.

ATTACHMENT C

CONFLICT OF INTEREST STATEMENT

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including, but not limited to, Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. These sections are available for review at the following internet link:

<http://leginfo.legislature.ca.gov/faces/codes.xhtml>

With respect to the LVE Project, previous studies and design work have been conducted by Contra Costa Water District (“CCWD”) which may give rise to conflicts of interest under applicable law. If the successful proposer has been involved in such prior work through CCWD, it should consider that involvement in its conflict of interest analysis. The successful proposer will be required to acknowledge that it is familiar with the applicable conflict of interest laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the Authority if it becomes aware of any such fact during the term of the Agreement. Individuals who will perform work for the Authority on behalf of the successful Proposer may be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the Authority within ten calendar days of the Authority notifying the successful Proposer that the Authority has selected the Proposer.

A. OBLIGATIONS

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in this contract constitutes a conflict of interest. While the Authority staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, Subconsultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the Authority.

Final determination of the potential for conflict must be made by the Proposers. A court makes the final determination of whether an actual conflict exists. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

The LVE Project consists of many phases of work and as a result there are many different contracts pertaining to the Project. Potential conflicts may arise out of progressive participation in various phases of the Project. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Proposer should consult with their legal counsel to determine whether a potential conflict exists. Exhibit C-1 – Conflict Matrix provides additional guidance relative to anticipated contracts and contractual relationships on the LVE Project and identified conflicts between some consulting services anticipated on the project.

- RFQ/RFP/Bid Documents. Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
- Capital Project Management Services. Since these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in rendering Program Management services.

- Conceptual, Preliminary and Final Engineering Design (performed under single contract). The conceptual design phase of any project establishes the facts pertaining to the project and possible options for consideration and may include preparation of an Alternative Analysis Report, a Conceptual Engineering Report or a Preliminary Design Report for the project. Documents produced as part of the Final Engineering Design constitute the definition of the construction contract for the project. Participation in the Conceptual, Preliminary and Final Engineering Design for the LVE Project (under a single contract) may present a conflict with participation in rendering Program Management services and will require additional disclosure in Consultant's proposal.
- Construction Management. This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise if the proposer for Program Management services participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the Authority requires a Proposer to rely on in the preparation of their bid.
- General. Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
- Administrative Services. Any subconsultant or vendor providing general administrative services, such as communications, reprographic, janitorial or security services during one phase of the LVE Project will not be precluded from providing similar services as part of its Program Management services.

In addition to the conflict of interest principles summarized above, actions which may give rise to an actual or apparent unfair competitive advantage include a Proposer's unequal access to nonpublic information gained through its performance (or the performance by any entity on Proposer's team) of an existing Authority contract where such information may provide Proposer with a competitive advantage in the current RFP process. Proposers are strongly encouraged to investigate, and manage any potential unfair competitive advantage situations in advance of forming teams and when considering whether or not to participate in the RFP process. A determination regarding whether an unfair competitive advantage situation exists depends upon the specific facts and circumstances of each situation. Proposers are strongly advised to consult with their legal counsel to determine whether or not an unfair competitive advantage may exist and must disclose any potential unfair competitive advantage in their proposal.

Lastly, each Proposer should include in its proposal any prospective team members who have been employed by any member of the Authority within the past two (2) years.

B. CONSULTATION WITH COUNSEL

The Authority strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The Authority will not advise consultants on conflict of interest matters.

The Authority strongly recommends that any proposing firm who believes that a potential for a conflict of interest exists should seek an advisory opinion from the California Fair Political Practices Commission. Should the Proposer seek an advisory opinion from the California Fair Political Practices Commission, the Authority requests that it be provided notice of the Proposer's intention to seek such an opinion and the opportunity to be a co-author of any such request. The Authority may, at its sole discretion, elect to continue with the procurement with no adjustment in the schedule to accommodate the Proposer seeking an advisory opinion.

Exhibit C-1. Conflict Matrix				
<u>Service Contract</u>	LV JPA Representative (Note 1)	CCWD CPMS (Note 2)	CCWD Design Services (Note 3)	CCWD CM Services (Note 3)
CCWD CPMS	Conflict			
CCWD Design Services	Conflict	Conflict		
CCWD CM Services	Conflict	No Identified Conflict	Design Consultants May Not Provide CM for Facilities They Design	
CCWD Technical Consultant (Note 4)	Conflict	No Identified Conflict	No Identified Conflict	No Identified Conflict

General Note. This Matrix of Potential Conflicts (Matrix) provides general guidance to consultants relative to anticipated contracts and contractual relationships with the JPA on the LVE Project. This matrix does not provide definitive guidance on conflicts, beyond identifying anticipated conflicts, and consultants are referred to Attachment C - Conflict of Interest Statement. Attachment C takes precedent in the event of disagreement with this Matrix.

Note 1. JPA Representatives include consultants under contract with the JPA providing support, including the Program Manager. A prime or subconsultant working for the JPA may not work as the prime consultant providing CCWD services for any LVE Project element. Subconsultants working for the JPA may propose as a subconsultant for CCWD provided no other conflict exists and the Consultant demonstrates clear separation between all staff working on behalf of CCWD and those working on behalf of the JPA.

Note 2. CCWD CPMS prime or subconsultant may not propose as the prime consultant to provide CCWD Design Services. Whether CCWD CPMS subconsultants could work as a CCWD Design Services subconsultant would be considered on a case-by-case basis, assuming no other conflict exists.

Note 3. CCWD Design Services prime or subconsultant on one project element may not propose as a CCWD CM prime or subconsultant on the same project element but may propose on a different project element, assuming no other conflict exists.

Note 4. CCWD Technical Consultants include consultants that developed the federal Feasibility Studies, Technical Review Board members, and others providing discipline-specific support (expert reviews, surge modeling, water treatment plant assessments, SCADA design and integration reviews, etc.) may propose to provide CCWD services (CPMS, Design & CM Services), assuming no other conflict exists.