



ZONE 7 WATER AGENCY

REQUEST FOR PROPOSALS

RFP No. 2025-27

PROFESSIONAL SERVICES FOR DATABASE AND REPORTING SUPPORT

October 17, 2025

IMPORTANT DATES

Questions due by 3:00 PM Pacific Time on October 29, 2025 to
[**bkeil@zone7water.com**](mailto:bkeil@zone7water.com)

Proposals due by 3:00 PM Pacific Time on November 5, 2025 to
[**bkeil@zone7water.com**](mailto:bkeil@zone7water.com)

Cost Proposals due by 3:00 PM Pacific Time on November 5, 2025 to
[**amanda@zone7water.com**](mailto:amanda@zone7water.com)

Request for Proposals

Database and Reporting Support Services

October 17, 2025

I. INTRODUCTION

Alameda County Flood Control and Water Conservation District, Zone 7 Water Agency (hereinafter referred to as "Zone 7"), is requesting proposals for the purpose of retaining a qualified consultant to assist with converting several Operations reports to Microsoft Report Builder format and providing as-needed database support services as described in the Scope of Work.

II. DESCRIPTION OF ZONE 7

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

Zone 7 provides drinking water to over 250,000 customers within a service area of approximately 425 square miles in eastern Alameda and Contra Costa Counties. Drinking water is supplied to four retailers: California Water Service Company, City of Livermore, City of Pleasanton and Dublin San Ramon Services District. Approximately 80 percent of Zone 7's drinking water supply is from the State Water Project (South Bay Aqueduct and Lake Del Valle) and locally conserved surface water, with the remainder supplied from local groundwater sources (the Livermore-Amador Groundwater Basin), which it is responsible for managing. Raw water from the South Bay Aqueduct is delivered to agricultural areas primarily located around the City of Livermore.

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

III. SCOPE OF WORK

A preliminary scope of work, provided below, has been developed to assist the Proposer in gaining an understanding of Zone 7's goals as they relate to this effort. The final scope of work will be developed in cooperation with the selected

Consultant and included as part of the contract between Zone 7 and the selected Consultant.

Zone 7 owns and operates two surface water treatment plants, the Del Valle Water Treatment Plant (DVWTP) and the Patterson Pass Water Treatment Plant (PPWTP), as well as several groundwater wells and treatment facilities. Zone 7 is required to submit monthly regulatory compliance reports to the State Division of Drinking Water (DDW) for the two surface water treatment plants, based on data from a Supervisory Control and Data Acquisition (SCADA) Historian. This data is stored in a Structured Query Language (SQL) database, which also includes Zone 7's chemical receiving inventory. Zone 7 currently lacks in-house SQL expertise and is looking for consultants with demonstrated experience in SQL programming, database design and management, as well as the C# programming language and its applications.

The SQL database used by Zone 7 for reporting purposes, referred to as "IN-HOUSE-DB" hereafter, resides on Zone 7's network. Data is aggregated on the SCADA Historian server using automated SQL queries and is then transferred via a virtual private network service to the IN-HOUSE-DB on Zone 7's network.

Zone 7 has several existing Operations reports, including monthly Surface Water Treatment Rule (SWTR) reports and filter logs, as well as chemical inventory receiving reports. These reports are generated in Microsoft Excel using a custom-built WorkSmart ReportBuilder® Add-in tool, which creates a link between an Excel workbook and the SQL database to enable data display for reporting purposes. However, the WorkSmart ReportBuilder® requires a 32-bit version of Microsoft Excel with Active X. Since Active X controls are entirely blocked in the newest versions of Microsoft Office that Zone 7 now uses, this has limited Zone 7's ability to continue using this reporting tool.

Zone 7 is currently converting these reports to Microsoft Report Builder, a tool that enables direct reporting from the SQL database. The finished reports can then be published to a report server on the SQL Server Reporting Services (SSRS). So far, two reports have been converted (SWTR Report and Filter Log for DVWTP), and assistance is needed to convert the remaining reports. It is estimated that approximately 300 hours would be required to complete conversion of these reports (see Table 1).

Table 1. WorkSmart Report Requiring Conversion

Reports	Worksheets
PPWTP SWTR Report	9 worksheets
PPWTP Filter Log	8 worksheets
PPWTP Annual Chemical Inventory Report	16 worksheets
DVWTP Annual Chemical Inventory Report	19 worksheets
Wellfield Annual Chemical Inventory Report	11 worksheets

Furthermore, Zone 7 staff may need up to 100 hours of additional support per year from the Consultant for routine maintenance and as-needed services. This support is needed because the regulatory reports must be submitted to the DDW by the tenth of each subsequent month, and the Consultant may be required to assist staff on short notice with any data aggregation issues that arise. There are additional Operations databases that store laboratory data that must be maintained. These databases are front-end Access applications that use the IN-HOUSE-DB as their back-end source. Zone 7 also maintains an "Electronic Log Book" on the SCADA Historian server that tracks operational and laboratory data associated with the Mocho Groundwater Demineralization Plant (MGDP). Access-based reports are generated from this logbook and will require minor edits. See examples of all the reports in Attachment A. Furthermore, Zone 7 has several Access databases that may require as-needed support (see Table 2).

Table 2. List of Databases

Databases	Description
DVWTP Chemical Receiving Database	Access Front-End to SQL Database Back-End
PPWTP Chemical Receiving Database	Access Front-End to SQL Database Back-End
Wellfield Chemical Receiving Database	Access Front-End to SQL Database Back-End
DVWTP Laboratory Database	Access Front-End to SQL Database Back-End
PPWTP Laboratory Database	Access Front-End to SQL Database Back-End
Wellfield Laboratory Database	Access Front-End to SQL Database Back-End
MGDP Electronic Log Book	Access Front-End to SQL Database Back-End
Miscellaneous Access Databases	Access Database

Zone 7 will continue to manage all server deployments, backups, and Microsoft Online connectors. The selected consultant will focus on SQL-level support, performance tuning, and data integration as shown in Table 3.

Table 3. Databases Maintenance and Reporting Support Services

Service	Description
SQL Database Administration	Includes routine health checks, query optimization, and recommendations for high-availability and disaster-recovery improvements.
Performance and Security	Focusing on query tuning and adherence to best practices for configurations. Implement and review encryption, auditing, and authentication controls.
Report Builder/SharePoint Online/Power Platform Integration	Detail the creation of SQL views for exposing SCADA data and collaborations on secure connector configurations. Document data flows, access control, and integration dependencies.
Legacy Microsoft Access Consolidation	Inventory existing Access front-end applications and developing a migration plan. Provide training and documentation to staff on new systems.
Support and Consulting	Provide SQL support and advise on upgrades and capacity planning.

Zone 7 will require all report conversions and support work to be documented to ensure quality control and to aid in future improvements and integration. In addition to these support services, Zone 7 will also require timely response to request for services. Required response time will vary depending on the priority level of the task outlined in Table 4.

Table 4. Service Levels for Database Maintenance and Reporting Support

Priority	Description	Response Time	Resolution
Critical	SQL or integration outage impacting operations	1 hour	4 hours
High	Major degradation or data sync failure	4 hours	8 hours
Medium	Routine request	1 business day	3 business days
Low	Scheduled maintenance	3 business days	As planned

IV. CALENDAR OF EVENTS

Below are the major events planned to occur during the selection process in order to determine a consultant as well as the schedule for near-term deliverables. Please note that the schedule is subject to change.

Table 5. Calendar of Events

Event	Scheduled Date
RFP Issue Date	October 17, 2025
Questions Due	October 29, 2025
Proposals Due	November 5, 2025
Panel Interviews, if needed	November 12, 2025 – November 14, 2025
Notify Consultant of Intent to Award	By November 21, 2025
Anticipated Board Award	December 17, 2025 (if needed)
Execute Consultant Contract	December 2025
SWTR Report and Filter Log for PPWTP due from the Consultant	February 28, 2026
Chemical Inventory Reports due from the Consultant	April 30, 2026

V. 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 the level of Zone 7's expectations and achievement of its objectives.

B. ADDENDA/CLARIFICATIONS

Questions or comments regarding this RFP shall be submitted via email to the Zone 7 Project Manager, Brian Keil, at bkeil@zone7water.com and responses from Zone 7 will be issued via an addendum posted on Zone 7's website.

C. SUBMISSION OF PROPOSALS

All Proposals are to be submitted via email under the subject title **"Database and Reporting Support Services Proposal"** to the Zone 7 Project Manager listed above no later than the date and time shown in the Calendar of Events. Proposals received after this time will not be accepted. It is the responsibility of the Proposer to ensure that the Proposal was received by the Zone 7 Project Manager.

The Proposer shall submit a Cost Proposal (shown as a cost matrix) and the firm's rates to Amanda Rogers at amanda@zone7water.com. The firm's rates shall remain valid for the duration of the project.

D. PROPOSAL DOCUMENTS INCLUSION

At the sole discretion of Zone 7, 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 sending a written request for withdrawal signed by, or on behalf of, the Proposer to the Zone 7 Project Manager. The time of receipt of email shall be the time such request is received in hand by Zone 7. The Proposer assumes the risk of any failed delivery. It is the responsibility of the Proposer to ensure that the email was received by the Zone 7 Project Manager.

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 in the 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 Proposals.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular subconsultants.
6. Negotiate with any, all, or none of the Proposers.
7. Solicit best and final offers from all or some of the Proposers.
8. Award a contract to one or more Proposers.
9. Award a contract to a team created by Zone 7 from the Proposers and/or its subconsultants.
10. Award a contract to a Proposer other than the one with the lowest rates.
11. Waive informalities and irregularities in Proposals.

G. CONTRACT TYPE

Selection of a firm or firms will result in a Standard Agreement for the **Database and Reporting Support Services** that will begin on the date it is executed, which is expected to be in December 2025. The anticipated service agreement/contract period is up to five years, beginning on or about January 2026. The period expires no later than December 31, 2030. It is anticipated that the initial services agreements/contracts would be set for a three-year period and may be renewed for up to two additional one-year periods at Zone 7's discretion. Consultant may request to adjust rate schedules annually.

Proposer is to provide its exceptions and/or deviations, if any, to the RFP and its exhibits, including the sample contract and insurance requirements, with its Proposal; however, Zone 7 reserves the right to not accept any exceptions and/or deviations. Proposer agrees that if selected by Zone 7 as the successful Consultant, it will enter into this contract, including accepted deviations and/or exceptions, if any, with Zone 7 containing the terms and conditions as set forth in the attached sample contract and insurance requirements (Attachment B). The total cost of services shall be proposed by each firm and is subject to negotiation between Zone 7 and the selected Consultant or Consultants. All services are to be billed on a time-and- materials basis.

VI. PROPOSER'S MINIMUM QUALIFICATIONS

The Proposer shall meet the following minimum qualifications:

- A. Minimum 5 years' experience with Microsoft SQL Server (2016+).
- B. Proven experience integrating SQL with Microsoft 365, SharePoint Online, Power BI, and Microsoft Report Builder
- C. Experience migrating Access databases to modern platforms.
- D. Public-sector or critical infrastructure experience preferred.
- E. Microsoft certifications in SQL, Azure, or Power Platform desirable.
- F. The Proposer shall submit the required Certificate(s) of Insurance (if Consultant has been selected).
- G. The Proposer shall comply with applicable federal, state, and local regulations concerning equal employment opportunity requirements.
- H. The Proposer shall possess expert knowledge and extensive experience asset management and flood conveyance systems and shall be familiar with local conditions relating to these services in Zone 7's service area.
- I. The Proposer is required to list the key individuals who will be assigned to the project, their qualifications and disciplines, and each individual's degree of input and commitment.

- J. The Proposer shall provide a resume for each named key personnel that includes but is not limited to the following information:
 1. Name and proposed assignment (do not include personal information such as home addresses or phone numbers)
 2. Years of experience
 3. Education – degrees, schools & dates for each
 4. Professional Registration(s) or Certification(s)
 5. Experience directly related to the proposed assignment
 6. At least two client references, including contact names, addresses and telephone numbers
 7. Description of projects of a similar nature worked on in the past 5 years

VII. PROPOSAL FORMAT AND CONTENT

A. FORMAT

The proposal shall be organized and prepared according to the **Content** section that follows, with attention given to the following:

1. The project team including the organizational chart and commitment (hours/%) of the team during the course of the project. The Consultant's Project Manager should be available for and lead the oral presentation.
2. A record of experience and qualifications of the project members. Zone 7 is interested in the experience of project members themselves in addition to the firm. Provide relevant examples of the project personnel experience as it relates to the Scope of Work, local experience, flood asset management, and planning projects.
3. Any additional relevant services performed by your firm that were not outlined in the Scope of Work.
4. Proposals shall be submitted via email to the Zone 7 Project Manager. Proposal submittal shall also include a separate submission to Amanda Rogers for the cost proposal (in matrix format) and the firm's rates. The rate sheet must identify the proposed job classifications and corresponding hourly rates (for the duration of the contract) for performing the services. Indicate your firm's name on all file names. The rate information will not be used during Zone 7's Proposal evaluations. It must show proposed staff including, at a minimum, the project manager and corresponding hourly rates for performing the services discussed in the Scope of Work.

B. CONTENT

1. **Summary and Overview** – Use this section to summarize your approach to the topics identified in the Scope of Work, the strengths of your project team, and why your firm should be selected.
2. **Team Personnel and Qualifications** – Include a team organizational chart and commitment (hours/%) of the team during the course of the project. Identify the key project personnel and their roles associated with the tasks listed in the Preliminary Scope of Work. Include a summary of their qualifications, expertise, certifications, and project experience as it relates to the Preliminary Scope of Work, with specific emphasis on the proposed project manager and lead engineer(s). Provide brief summaries of a minimum of three (3) relevant projects of similar size and complexity completed by the firm and a minimum of two (2) relevant projects of similar size and complexity completed by the proposed project manager, as they relate to the project team, Preliminary Scope of Work, local experience, and experience with database and report design and management. Zone 7 is interested in the experience of the project members themselves in addition to the firm. The Proposer's Project Manager and key personnel assigned to the project will be an important factor considered by the Zone 7 selection committee. There shall be no change of key personnel once the Proposal is submitted without the prior written approval of Zone 7's Project Manager. The Project Manager listed should be available for, and lead, the oral presentation (if interviews are requested).
3. **Scope of Work** – Based on the background and information provided, outline a Scope of Work to accomplish Zone 7's goal of report conversion and database support. This may be used as an opportunity to expand upon your team's specific experience and expertise, which may be applicable to the Scope of Work, and to outline any scope modifications you believe would be more effective at achieving Zone 7's goals and objectives.
4. **Work Plan** – Describe how the project team will fulfill the scope of work, including a detailed preliminary project schedule. Include a matrix of personnel and tasks. To illustrate your strategy, describe tools and techniques that you will use, and challenges you anticipate, in addressing specific issues identified in the Scope of Work.
5. **References** – From recent applicable experience of the project manager or key personnel, list at least three (3) relevant projects, and include the agency, staff contact name, address, email, and telephone number for each.
6. **Resumes** – for the project manager and key personnel.

7. **Cost Proposal and Fees** – Consultant must provide an estimate to complete the Scope as described above as well as a current fee schedule, on company letterhead and submit as a separate file to Amanda Rogers.
8. **Total Proposal Length** – Proposal shall not exceed 10 pages excluding cover letter, resumes, cost proposal, and fees.
9. **Proposal Page Size** - The proposal shall be on 8.5-inch by 11-inch paper size. The cost proposal and fees, and the Microsoft Project Gantt chart for the work plan can be up to 11-inch by 17-inch paper size.

VIII. EVALUATION AND SELECTION

A. EVALUATION PROCEDURE

Evaluation and selection may be based on a two-step process:

1. Proposals have a maximum weight of 100.
2. Interviews (if necessary) will have a maximum weight of 100.
3. The Proposals and interviews will be evaluated equally.
4. Each evaluator will evaluate each criteria of each Proposal by a raw score of 1 to 5.
5. The raw score of each evaluator's score will be multiplied by the weight of that criteria.
6. A total weighted score will be calculated for each Proposer by each evaluator.
7. The Proposer with the cumulative highest weighted score who is also deemed to be responsive and responsible will be recommended for award.

A Review Board, generally made up of Zone 7 staff, will review the proposals submitted, establish a list of finalists based on pre-established review criteria, interview the finalist Consultants if necessary, and select the successful proposer based on demonstrated competence and necessary qualifications. Negotiations of the contracts, the detailed scope of work, and the fee are not within the scope of the Review Board.

Members of the Review Board will review the Proposals to determine those Consultants to be invited for an interview. Approximately 45 minutes will be allowed for each oral interview and questions and answers. The proposed Project Manager must lead the presentation before the Review Board. Proposers should also be aware that award might be made without interviews or further discussion.

Interview(s) of selected finalists, if held, will be scheduled according to Section IV, Calendar of Events.

B. EVALUATION CRITERIA

Each proposal will be evaluated based on a set of predefined criteria. For each criteria, evaluators will assign a raw score using a 1 to 5 scale (See Table 6). These raw scores reflect the Proposal's performance relative to each criteria.

Table 6. Raw Score Criteria

Raw Score	Description
1	Does not meet basic requirements, missing critical information, or incomplete submission – Poor
2	Meets some basic requirements but has significant gaps or concerns – Fair
3	Satisfactorily meets all basic requirements without notable strengths – Good
4	Meets all requirements with some notable strengths or innovations – Very Good
5	Exceeds all requirements with exceptional strengths, innovations, added value – Excellent

To ensure that each criteria is weighted appropriately in the overall evaluation, the raw scores will be converted to weighted scores. The weight assigned to each criteria reflects its relative importance in the selection process. The final proposal score will be the sum of all weighted scores. Please refer to Table 7 for details on the evaluation criteria and associated weights.

The Consultant will be evaluated separately for the interview process. Please refer to Table 8 for details on the interview evaluation criteria and associated weights.

Table 7. Proposal Evaluation Criteria

Proposal Evaluation Criteria	Weight
Project Understanding: General response to this RFP; adherence to submittal formatting and content requirements; understanding of Zone 7 project requirements, goals, and objectives.	20
Availability to Complete the Report Conversion Within Zone 7's Timeline: This is a time sensitive project and must be completed by the stated deliverable dates in Table 5.	20
Team Experience: Technical experience in performing work of closely similar nature; qualifications of key personnel; key personnel's level of involvement in performing related work; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; experience working with water agencies and other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subconsultants. Experience with public agencies will be prioritized over private companies.	15
Project Manager Qualifications and Expertise: Experience overseeing successful implementation of projects of similar scope, size, and complexity; experience working with California water agencies and/or municipalities; record of completing work on schedule. Experience with public agencies will be prioritized over private companies.	15
Technical Approach: Demonstrated understanding of the project requirements; comments on scope and project approach as outlined in the scope of work; proposed project schedule and deliverables	20
Client References: Assessments by client references. Experience with public agencies will be prioritized over private companies.	10
Total:	100

Table 8. Interview Evaluation Criteria

Presentation Evaluation Criteria	Weight
Interest and Enthusiasm: Do the interview participants demonstrate interest and enthusiasm in the project?	5
Demonstration of How the Work Will Be Performed: Is the presentation informative and does it instill confidence that the project will be successfully executed? Does the consultant demonstrate how the work will be performed?	25
Project Manager and Team: Is the firm's project manager and team present? Do the project manager and team actively participate in the presentation?	20
QUESTION AND ANSWER EVALUATION CRITERIA	
Responses to Structured Questions	30
Responses to Additional Questions	20
Total:	100

C. AWARD

When the Review Board has completed its review, Proposers will be advised of the number one selection. A contract will then be negotiated with the selected firm for the extent of services to be rendered and for the method of compensation. Agreement awards in excess of \$50,000 require Zone 7 Board approval. Any award requiring Zone 7 Board approval is expected to be made at the December 2025 Board meeting.

IX. COMPLIANCE WITH LAWS; CONFLICT OF INTEREST

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

X. PUBLIC RECORDS ACT REQUESTS

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

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

or otherwise mark it so that Zone 7 personnel clearly know that it is confidential or trade secret information.

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

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

XI. ATTACHMENTS

- A. Sample Reports to be Converted
- B. Sample Professional Services Agreement with Insurance Requirements

ATTACHMENT A

SAMPLE REPORTS to be CONVERTED

MONTHLY SUMMARY OF MONITORING FOR SURFACE WATER TREATMENT REGULATIONS (For Systems Using Conventional Filtration or Direct Filtration and Serving 10,000 or More Persons)

System Name: Zone 7 Water Agency
Treatment Plant Name: Del Valle Water Treatment Plant

SWTR Report

System No.: 0110010
Month/Year: Sep-25

Date	Plant Influent (Peak Flow)	Raw Water Turbidity (a) (b)	Pulsator Effluent Turbidity (b)	Recycled Water (c)			Combined Filter Effluent Turbidity						
				Turbidity (b)	Peak Flow MGD	% Return (g)	Every Four Hours (d),(f)						Daily Avg (e)
							0000 hrs	0400 hrs	0800 hrs	1200 hrs	1600 hrs	2000 hrs	
1	20.2	7.6	2.2	10.1	2.3	6%	0.05	0.05	0.04	0.06	0.06	0.06	0.05
2	30.1	9.4	2.7	11.9	3.1	6%	0.05	0.07	0.05	0.05	0.07	0.06	0.05
3	31.1	7.5	2.0	16.9	2.9	6%	0.06	0.06	0.04	0.04	0.06	0.06	0.06
4	42.4	7.4	2.7	15.5	3.6	7%	0.06	0.07	0.04	0.07	0.07	0.06	0.06
5	31.3	6.0	2.5	9.8	2.8	8%	0.05	0.06	0.05	0.04	0.04	0.04	0.05
6	26.2	5.9	2.8	13.9	3.0	7%	0.05	0.04	0.03	0.04	0.04	0.04	0.04
7	23.1	5.5	2.7	19.5	2.9	7%	0.03	0.03	0.03	0.03	0.04	0.05	0.04
8	24.9	6.7	2.7	18.8	2.8	7%	0.04	0.04	0.04	0.03	0.05	0.04	0.04
9	25.2	5.5	2.3	18.8	2.7	6%	0.03	0.04	0.03	0.04	0.04	0.05	0.04
10	30.2	4.8	2.6	47.6	3.9	9%	0.04	0.04	0.05	0.04	0.06	0.05	0.05
11	30.2	5.6	2.5	9.8	2.7	9%	0.05	0.05	0.04	0.04	0.05	0.05	0.04
12	25.2	8.4	3.1	6.3	2.7	7%	0.04	0.05	0.04	0.04	0.06	0.05	0.05
13	30.1	7.6	2.7	11.7	2.3	7%	0.05	0.05	0.05	0.04	0.05	0.07	0.05
14	17.1	5.9	2.5	6.5	1.9	7%	0.04	0.04	0.04	0.05	0.04	0.05	0.04
15	21.2	8.2	2.7	12.6	2.9	8%	0.05	0.06	0.06	0.05	0.06	0.04	0.05
16	21.1	9.8	2.5	13.9	1.8	5%	0.04	0.04	0.05	0.04	0.05	0.07	0.05
17	30.1	9.4	2.7	6.1	1.9	5%	0.06	0.05	0.07	0.05	0.05	0.05	0.05
18	26.2	7.7	2.4	6.2	2.9	5%	0.05	0.05	0.04	0.05	0.04	0.08	0.05
19	30.1	9.5	2.3	5.9	2.9	6%	0.04	0.04	0.05	0.03	0.04	0.04	0.04
20	26.1	6.5	3.0	5.8	2.5	6%	0.05	0.11	0.05	0.05	0.04	0.04	0.04
21	21.2	7.8	2.3	9.9	2.4	6%	0.04	0.03	0.04	0.04	0.06	0.06	0.05
22	26.2	6.5	2.9	10.7	2.0	7%	0.05	0.05	0.06	0.04	0.05	0.04	0.05
23	26.1	5.3	2.2	14.8	2.7	6%	0.06	0.06	0.04	0.05	0.06	0.06	0.06
24	26.2	4.9	1.8	10.4	2.2	7%	0.07	0.07	0.07	0.05	0.05	0.05	0.06
25	21.1	4.9	2.1	8.0	2.0	8%	0.05	0.04	0.04	0.04	0.04	0.04	0.04
26	17.2	4.3	2.4	4.8	2.2	8%	0.04	0.04	0.04	0.06	0.04	0.04	0.04
27	29.2	5.7	2.5	6.4	2.7	11%	0.05	0.04	0.06	0.04	0.04	0.04	0.05
28	21.0	3.5	2.3	5.7	2.0	7%	0.03	0.04	0.03	0.03	0.03	0.03	0.04
29	21.1	3.8	1.9	6.1	2.4	8%	0.05	0.04	0.04	0.03	0.04	0.03	0.04
30	17.1	3.8	2.0	6.2	2.2	8%	0.04	0.04	0.05	0.04	0.03	0.04	0.04
Monthly Avg (e)		5.4	1.7	6.6									0.05

Minimum Giardia CT Ratio (h)	Minimum Virus CT Ratio (h)	Minimum WTP Residual mg/L
14.3	33.3	3.0
3.9	24.4	3.0
16.4	16.7	3.0
7.1	16.5	3.0
2.9	21.7	2.4
6.0	24.7	3.0
11.2	28.8	3.0
3.2	26.5	3.0
4.1	17.8	2.9
11.3	23.6	2.9
4.9	22.4	3.0
6.4	26.8	2.9
5.3	23.7	2.9
13.7	37.2	2.9
12.1	33.2	2.9
16.8	35.6	2.9
5.1	25.0	2.9
11.9	26.8	2.9
7.2	23.2	3.0
11.7	28.6	2.9
13.6	32.0	2.9
15.0	29.5	2.9
4.2	28.0	2.9
3.0	22.9	2.9
5.9	16.9	2.9
11.7	38.4	2.8
11.2	25.1	2.9
14.4	37.3	2.8
17.7	36.2	2.8
19.8	40.7	2.8

- (a) Raw water turbidity is measured at a point prior to where the recycled water is added to the flow stream.
- (b) 95 Percentile is reported for each day in order to avoid turbidity spike during daily instrument cleaning.
- (c) Only if recycling spent filter backwash water, thickener supernatant, or liquids from dewatering processes.
- (d) As required by Section 64657.30(a)(2)(B), combined filter turbidity at 4 hour intervals should never exceed 1 NTU.
- (e) Turbidity averages are based on all 15 minute data.
- (f) Any grab data is highlighted in gray.
- (g) % Return is calculated as total daily volume recycled divided by total plant treated.
- (h) Based on hourly online values

Average Percent Reduction During the Month =	[Monthly Ave Raw NTU – Monthly Ave CFE NTU]	X 100 =	99.13
	[Monthly Ave Raw NTU]		
Meets Standard (i.e., reduction is greater than or equal to 80%) (Y/N?):	YES		

SWTR Report

RAW WATER COLIFORM DATA

(Total Coliform and Either Fecal Coliform or *E. Coli*)

Attach a copy of all raw water coliform test results for samples collected during the month.

See attached data sheet.

If none, check box: ☐

COMBINED FILTER EFFLUENT

(Systems Using Percentile Reporting)

Minimum Frequency of Recording (check one):

☒ 15 minutes

☐ Other (list frequency and units) _____

Total Number of Samples (A):	2880
Number of Reading Less Than or Equal to 0.3 NTU (B):	2880
% of Readings Less Than or Equal to 0.3 NTU = (B/A) X 100:	100.00%
Meets Standard (i.e., at least 95% of readings are less than or equal to 0.3 NTU) (Y/N?):	YES

Incidents of turbidity greater than 1.0 NTU.

If none, check box: ☐ ☒ X

Date and Time					
Value (NTU)					

50th Percentile Value of All Turbidity Readings, NTU: (50% of all turbidity readings are less than this value)	0.04
90th Percentile Value of All Turbidity Readings, NTU: (90% of all turbidity readings are less than this value)	0.06
95th Percentile Value of All Turbidity Readings, NTU: (95% of all turbidity readings are less than this value)	0.07
98th Percentile Value of All Turbidity Readings, NTU: (98% of all turbidity readings are less than this value)	0.07
99th Percentile Value of All Turbidity Readings, NTU: (99% of all turbidity readings are less than this value)	0.08

When the treatment plant was in operation, did the combined filter effluent comply with the following criteria:

Not exceed 1 NTU for more than 1 continuous hour (Y/N?):	YES
Not exceed 1 NTU at 4-hour intervals (Y/N?):	YES
Not exceed 1.0 NTU for more than 8 consecutive hours (Y/N?):	YES

Incidents of turbidity greater than 1 NTU for more than 1 continuous hour.

If none, check box: ☐ ☒ X

Date and Time					
Value (NTU)					

Incidents of turbidity greater than 1 NTU at four-hour intervals.

If none, check box: ☐ ☒ X

Date and Time					
Value (NTU)					

Incidents of turbidity greater than 1.0 NTU for more than 8 consecutive hours.

If none, check box: ☐ ☒ X

Date and Time					
Value (NTU)					

Incidents of turbidity greater than 5.0 NTU.

If none, check box: ☐ ☒ X

Date and Time					
Value (NTU)					
If applicable, reported to DPH within 24 hours? (Y/N)					

SWTR Report

INDIVIDUAL FILTER EFFLUENT

Was individual turbidity monitoring conducted pursuant to section 64657.40 (Y/N?):	YES
--	-----

When an individual filter was placed back into service after backwashing or any other interruption event, did the individual filter effluent comply with the following criteria:

Not exceed 2.0 NTU during the first 4 hours of filter operation for all events (Y/N?):	YES
Not exceed 1.0 NTU during the first 4 hours of filter operation in at least 90% of the events during any consecutive 12 month period (Y/N?):	YES
Not exceed 0.5 NTU at the time the filter has been in operation for 4 hours (Y/N?):	YES

Incidents of turbidity greater than 1.0 NTU in two consecutive measurements taken 15 minutes apart.

See Attachment #2

If none, check box: ☐ ☒

Date and Time					
Value (NTU)					
Filter Number					
Cause (if known)					
Note: System is required to identify and report an obvious reason for the exceedance or produce a filter profile for the filter within 7 days of the exceedance and submit the profile with this monthly summary report.					

Incidents of turbidity greater than 0.3 NTU in two consecutive measurements taken 15 minutes apart after the filter has been in continuous operations for 60 minutes or more, after a backwash or being taken offline or for some other reason. (See Attachment #1)

If none, check box: ☐ ☒

Date and Time					
Value (NTU)					
Filter Number					
Cause (if known)					
Note: System is required to identify and report an obvious reason for the exceedance or produce a filter profile for the filter within 7 days of the exceedance and submit the profile with this monthly summary report.					

Incidents of turbidity greater than 1.0 NTU in two consecutive measurements taken 15 minutes apart at any time in each of 3 consecutive months.

If none, check box: ☐ ☒

Date and Time					
Value (NTU)					
Filter Number					
Date Self Assessment Was:					
			Triggered:		Completed:
			Conducted:		To Be Submitted:
Note: System is required to conduct a self-assessment of the filter within 14 days of the exceedance. The self-assessment must be completed and submitted to CDPH within 28 days of the exceedance.					

Incidents of turbidity greater than 2.0 NTU in two consecutive measurements taken 15 minutes apart at any time in each of 2 consecutive months.

If none, check box: ☐ ☒

Date and Time					
Value (NTU)					
Filter Number					
Is CPE Required (Y/N?):					
Date CPE Was:					
			Arranged with CDPH:		Completed:
					To Be Submitted:
Note: System is required to arrange with the Department for the conduct of a comprehensive performance evaluation (CPE) no later than 30 days following the exceedance. The CPE must be completed and submitted to CDPH no later than 90 days following the exceedance.					

SWTR Report

TURBIDIMETER CALIBRATION

Indicate the date that the turbidimeters that are used for regulatory monitoring purposes were calibrated:

Date	Which Turbidimeter	Which Standards Used (Primary or Secondary)	Date	Which Turbidimeter	Which Standards Used (Primary or Secondary)
7/1/2025	CFE & CW Out, Filters 1-8 A&B	Primary	9/24/2025	CFE & CW Out, Filters 1-8 A&B	Secondary
7/1/2025	Raw, Settled, Recycle	Primary	9/24/2025	Raw, Settled, Recycle	Secondary
9/2/2025	CFE & CW Out, Filters 1-8 A&B	Secondary	9/30/2025	CFE & CW Out, Filters 1-8 A&B	Primary
9/2/2025	Raw, Settled, Recycle	Secondary	9/30/2025	Raw, Settled, Recycle	Primary
9/9/2025	CFE & CW Out, Filters 1-8 A&B	Secondary			
9/9/2025	Raw, Settled, Recycle	Secondary			
9/17/2025	CFE & CW Out, Filters 1-8 A&B	Secondary			
9/17/2025	Raw, Settled, Recycle	Secondary			

DISINFECTION PROCESS DATA

Disinfectant Residual Type (check one):	☐ Free Chlorine	☒ Combined Chlorine	☐ Other

Incidents of Disinfectant Residual Less Than 0.2 ppm Entering the Distribution System:

Date of Incident					
Duration					
Date CDPH Notified					

Total Number of Incidents Where Disinfectant Residual is Less Than 0.2 ppm:

0

Meets Standard (i.e., is not less than 0.2 ppm for more than four hours (Y/N?):

YES

Disinfectant Residual in the Distribution System

(See attached summary report)

No. of Distribution System Residual Samples Collected:	
No. of Distribution System Samples for Only HPC:	
Total No. Residual and/or HPC Samples Collected (A):	
No. of Samples with No Detectable Residual and HPC is Not Measured:	
No. of Samples with No Detectable Residual and HPC is Greater Than 500 CFU/mL:	
No. of Samples for Only HPC and HPC is Greater Than 500 CFU/mL:	
Total No. Samples With No Residual and/or HPC is Greater Than 500 CFU/mL (B):	
Percent of Distribution System Samples with a Detectable Residual = $V = [1 - (B / A)] \times 100$	
Meets Standard (i.e., V is greater than or equal to 95%) (Y/N?):	

SWTR Report

SUMMARY OF WATER QUALITY COMPLAINTS AND REPORTS OF GASTROINTESTINAL ILLNESS

Water Quality Complaints:

Type of Complaint	Number	Corrective Actions Taken
Taste/Odor		
Color		
Turbidity	See attached summary report.	
Suspended Solids		
Other (Describe)		

Gastrointestinal Illness (Attach additional sheets if necessary):

Person Reporting	Date	Corrective Actions Taken

VIOLATIONS

Describe or attach an explanation of the cause of any violation of the performance standards or operating criteria and corrective action taken or planned.

[illegible]

Signature: _____

Date: _____

CDPH – DWP – 20080201

SWTR Report

Data Exceptions				
COMPUTED DATE	TAGVALUE	STATUS	REMARKS	DESCRIPTION
9/2/2025 1:19:00 PM	4.6	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop Flow
9/2/2025 1:19:00 PM	3.5	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop Headloss
9/2/2025 1:19:00 PM	0.12	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop NTU A
9/2/2025 1:19:00 PM	0.07	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop NTU B
9/2/2025 9:13:00 PM	0.05	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 2 Cycle Stop NTU A
9/4/2025 10:29:00 AM	4.9	Invalidated&Removed	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 2 Cycle Stop Flow
9/4/2025 10:29:00 AM	1.6	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 2 Cycle Stop Headloss
9/6/2025 4:59:00 PM	4	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop Flow
9/6/2025 4:59:00 PM	2.2	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop Headloss
9/6/2025 4:59:00 PM	0.14	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop NTU A
9/6/2025 4:59:00 PM	0.08	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 8 Cycle Stop NTU B
9/10/2025 3:35:00 PM	4.7	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 7 Cycle Stop Flow
9/10/2025 3:35:00 PM	2.8	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 7 Cycle Stop Headloss
9/10/2025 3:49:00 PM	4.5	Invalidated&Removed	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 4 Cycle Stop Flow
9/10/2025 3:49:00 PM	2.4	Revised	JC.Programming logic error.SCADA trend.	Del Val Filter 4 Cycle Stop Headloss
9/10/2025 7:23:00 PM	4.8	Revised	BK: Erroneous value calculated by reporting program. Replaced with trend value.BK: Erroneous value calculated by reporting program. Replaced with trend value.	Del Val Filter 1 Cycle Stop Flow

SWTR Report

Attachment #1

10/06/25

Incidents of turbidity in excess of 0.3 NTU for 2 consecutive measurements

Filter 1

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 2

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 3

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 4

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 5

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 6

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 7

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

Filter 8

	Date/Time	NTU
A	No Incidents to Report	
B	No Incidents to Report	

SWTR Report

10/06/25

Attachment #2

Incidents of turbidity in excess of 1.0 NTU for 2 consecutive measurements

Filter 1	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 2	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 3	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 4	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 5	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 6	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 7	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter 8	
Date/Time	NTU
A No Incidents to Report	
B No Incidents to Report	

Filter Log

SYSTEM NO. 0110010

ZONE 7 WATER AGENCY DEL VALLE WATER TREATMENT PLANT

MONTH: 9
(enter 1-12)

YEAR: 2025
(enter 4 digits)

FILTER NO: 1
(enter 1-8)

Filter 1

START FILTER						START		60 MIN				STOP FILTER					STOP			WASH?		TOTAL KG	FTW KG	LOADING RATE GPM/SF	UFRV
DAY	HR	TIME MN	MGD	HEAD LOSS	FTW MIN.	A NTU	B NTU	A NTU	B NTU	DUR. MIN.	SOURCE	DAY	HR	TIME MN	MGD	HEAD LOSS	A NTU	B NTU	RUN HRS	Y N					
31	13	12	4.2	1.3	19	0.05	0.06	0.04	0.04	0		01	16	29	4.7	3.9	0.09	0.13	27.3	Y		5459	47	4.9	8075
02	21	27	4.7	1.5	18	0.06	0.06	0.03	0.04	0		04	3	38	4.8	3.3	0.03	0.03	30.2	Y		6118	44	5.0	9050
04	7	9	4.4	1.4	18	0.05	0.05	0.03	0.04	0		05	10	38	4.9	3.4	0.06	0.05	27.5	Y		5706	44	5.1	8441
05	22	43	3.8	1.0	15	0.05	0.05	0.03	0.04	0		06	14	49	4.7	2.7	0.07	0.04	16.1	Y		3411	37	5.2	5046
06	20	18	3.9	1.1	18	0.05	0.06	0.04	0.04	0		07	19	16	4.2	2.8	0.06	0.05	23.0	Y		4231	45	4.5	6259
08	15	40	4.1	1.1	17	0.05	0.06	0.04	0.04	0		09	18	33	3.7	2.4	0.06	0.05	26.9	Y		5227	40	4.8	7732
10	7	9	3.8	1.1	17	0.05	0.05	0.03	0.04	0		10	19	23	4.8	2.9	0.19	0.10	12.2	Y		2364	40	4.8	3497
11	5	35	4.3	1.3	17	0.05	0.06	0.03	0.04	0		12	15	39	3.9	4.3	0.08	0.05	34.1	Y		5856	40	4.2	8663
13	5	0	3.5	0.9	17	0.06	0.07	0.04	0.04	0		13	9	16	4.0	1.6	0.03	0.04	4.3	N			40		
14	22	10	3.7	1.3	13	0.03	0.03	0.03	0.04	0		17	8	40	3.8	6.4	0.03	0.06	58.5	Y		10275	31	4.0	15200
18	18	37	3.8	1.0	14	0.06	0.07	0.04	0.05	0		21	18	15	4.0	8.3	0.12	0.13	71.6	Y		11736	34	4.0	17361
22	22	31	3.2	0.8	14	0.08	0.08	0.05	0.06	0		25	14	0	3.8	5.3	0.02	0.03	63.5	Y		10257	34	4.0	15173
27	7	47	3.6	1.0	12	0.06	0.06	0.04	0.04	0		30	15	2	3.7	5.1	0.03	0.04	79.3	Y		12731	28	4.0	18833
AVERAGE			3.9	1.1	16	0.05	0.06	0.04	0.04	0					4.2	4.0	0.07	0.06	39.5			6948	39	4.6	10277.5
MAXIMUM			4.7	1.5	19	0.08	0.08	0.05	0.06	0					4.9	8.3	0.19	0.13	79.3			12731	47	5.2	18832.8
MINIMUM			3.2	0.8	12	0.03	0.03	0.03	0.04	0					3.7	1.6	0.02	0.03	12.2			2364	28	4.0	3497.0
SUM																				12		83371			

DUR. MIN. = Duration in minutes for entire filter (A and B) to drop below 0.10 NTU.
P = Pulsator D = DAF B = Both sources



Monthly DSRSD Report

Mocho Groundwater Demineralization Plant

Zone 7 Water Agency

Summary Sheet

Facility: Mocho Groundwater Demineralization Plant

Location: 5251 Stoneridge Dr.
Pleasanton, CA.
94588

Interval: 9/1/2025 - 9/30/2025

Concentrate Discharge Summary

Minimum Daily Flow Rate:	0.00	(MGD)
Maximum Daily Flow Rate:	1.19	(MGD)
Average Daily Flow Rate:	0.37	(MGD)
Total Monthly Concentrate Flow:	10.33	(MG)

Minimum Daily pH:	6.16	(-)
Maximum Daily pH:	8.35	(-)
Average Daily pH:	6.93	(-)



Monthly DSRSD Report

Mocho Groundwater Demineralization Plant

Zone 7 Water Agency

Daily Breakdown

Date	Concentrate Flow				Concentrate pH		
	Min (MGD)	Max (MGD)	Avg (MGD)	Total (MG)	Min (-)	Max (-)	Avg (-)
9/30/2025	0.00	1.08	0.26	0.26	6.3	7.6	6.9
9/29/2025	0.00	1.06	0.36	0.36	6.3	7.5	6.9
9/28/2025	0.00	1.08	0.35	0.35	6.3	7.6	7.0
9/27/2025	0.00	1.06	0.36	0.36	6.3	7.5	6.9
9/26/2025	0.00	1.16	0.32	0.32	6.3	7.7	7.0
9/25/2025	0.00	1.19	0.36	0.36	6.3	7.6	7.0
9/24/2025	0.00	1.19	0.47	0.47	6.3	7.6	6.7
9/23/2025	0.00	1.06	0.36	0.36	6.2	8.4	7.2
9/22/2025	0.00	1.07	0.49	0.49	6.3	8.2	7.1
9/21/2025	0.00	1.07	0.53	0.53	6.3	7.5	6.8
9/20/2025	0.00	1.06	0.42	0.42	6.3	7.4	6.9
9/19/2025	0.00	1.18	0.38	0.38	6.3	7.5	7.0
9/18/2025	0.00	1.14	0.59	0.59	6.3	7.6	6.7
9/17/2025	0.00	1.14	0.49	0.49	6.3	7.5	6.7
9/16/2025	0.00	1.12	0.47	0.47	6.3	7.6	6.7
9/15/2025	0.00	1.07	0.41	0.41	6.3	7.4	6.8
9/14/2025	0.00	1.10	0.60	0.60	6.3	7.5	6.8
9/13/2025	0.00	1.07	0.28	0.28	6.3	7.5	7.0
9/12/2025	0.00	1.17	0.24	0.24	6.3	7.5	7.1
9/11/2025	0.00	1.07	0.23	0.23	6.3	8.3	7.2
9/10/2025	0.00	1.16	0.37	0.37	6.2	7.4	6.7
9/9/2025	0.00	1.17	0.45	0.45	6.3	7.2	6.8
9/8/2025	0.00	1.11	0.47	0.47	6.2	7.1	6.8
9/7/2025	0.00	1.18	0.09	0.09	6.3	7.4	7.1
9/6/2025	0.00	1.14	0.26	0.26	6.4	7.4	7.1
9/5/2025	0.00	1.19	0.25	0.25	6.3	7.4	7.0
9/4/2025	0.00	1.15	0.31	0.31	6.3	7.3	7.0
9/3/2025	0.00	0.00	0.00	0.00	NA	NA	NA
9/2/2025	0.00	1.07	0.15	0.15	6.2	7.2	7.1
9/1/2025	0.00	0.00	0.00	0.00	NA	NA	NA

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature _____

Date _____

Chemical Inventory Report

Fiscal Year 24 - 25

CO2

Running

DATE	BILL LADING	INVOICE	NET WEIGHT	GALLONS	% dry	Grav	COST	COST/TON	COST/LB	# consumed	\$ spent
07/01/24	28458403	44684962	41150	4324	99.99	1.14	\$6,464.69	314.2	\$0.157	41,146	6,464.69
07/12/24	28508254	44684967	37380	3928	99.99	1.14	\$5,872.34	314.2	\$0.157	78,522	12,337.03
07/20/24	28534456	44684969	40759	4283	99.99	1.14	\$6,403.40	314.2	\$0.157	119,277	18,740.43
07/24/24	28567804	44684971	38085	4002	99.99	1.14	\$5,983.29	314.2	\$0.157	157,358	24,723.72
08/01/24	28593335	44684972	38320	4027	99.99	1.14	\$6,020.07	314.2	\$0.157	195,674	30,743.79
08/08/24	28627592	44684977	42037	4418	99.99	1.14	\$6,604.18	314.2	\$0.157	237,707	37,347.97
08/15/24	2395202	44684985	40500	4256	99.99	1.14	\$6,531.24	322.6	\$0.161	278,203	43,879.21
08/22/24	2395202	44806978	38865	4084	99.99	1.14	\$6,105.89	314.2	\$0.157	317,064	49,985.10
08/29/24	28712705	44883091	38614	4058	99.99	1.14	\$6,066.22	314.2	\$0.157	355,674	56,051.32
09/05/24	28731918	45078030	33340	3504	99.99	1.14	\$5,080.56	304.8	\$0.152	389,011	61,131.88
09/13/24	28806280	45176459	42120	4426	99.99	1.14	\$6,617.05	314.2	\$0.157	431,127	67,748.93
09/21/24	28835954	45364792	42369	4452	99.99	1.14	\$6,656.30	314.2	\$0.157	473,492	74,405.23
09/27/24	28825577	45487130	41700	4382	99.99	1.14	\$6,470.98	310.4	\$0.155	515,187	80,876.21
10/04/24	28855865	45650534	26219	2755	99.99	1.14	\$4,119.11	314.2	\$0.157	541,404	84,995.32
10/20/24	2395202	45954336	40235	4228	99.99	1.14	\$6,321.09	314.2	\$0.157	581,635	91,316.41
11/07/24	28998716	46263279	43408	4562	99.99	1.14	\$6,819.37	314.2	\$0.157	625,038	98,135.78
11/24/24	2395202	46579812	40000	4203	99.99	1.14	\$6,284.00	314.2	\$0.157	665,034	104,419.78
12/26/24	29191177	47121230	39128	4112	99.99	1.14	\$6,146.99	314.2	\$0.157	704,159	110,566.77
01/17/25	29286549	47506537	40734	4281	99.99	1.14	\$6,399.27	314.2	\$0.157	744,888	116,966.04
02/05/25	29354892	47915119	40188	4223	99.99	1.14	\$6,313.57	314.2	\$0.157	785,072	123,279.61
03/12/25	2395202	48554663	41180	4327	99.99	1.14	\$6,469.32	314.2	\$0.157	826,248	129,748.93
04/17/25	29654469	49213489	40120	4216	99.99	1.14	\$6,302.85	314.2	\$0.157	866,364	136,051.78
05/12/25	29762782	49715467	41950	4408	99.99	1.14	\$6,590.37	314.2	\$0.157	908,310	142,642.15
05/28/25	29818121	50016406	40595	4266	99.99	1.14	\$6,377.64	314.2	\$0.157	948,901	149,019.79
06/09/25	2395202	50247187	40960	4304	99.99	1.14	\$6,502.40	317.5	\$0.159	989,857	155,522.19
06/30/25	2395202	50730174	42660	4483	99.99	1.14	\$6,701.83	314.2	\$0.157	1,032,513	162,224.02
TOTALS & AVERAGES			1,032,616				\$162,224.02				

**ATTACHMENT B
SAMPLE SERVICES AGREEMENT**

SERVICES AGREEMENT

between

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

and

Consultant Name

for

**Environmental Health and Safety Program
Assessment Services**

Contract No. _____

Dated _____

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

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

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

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

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

1. SCOPE OF WORK

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

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

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

2. COMPENSATION

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

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

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

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

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

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

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

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

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

3. TAXES; INSURANCE; PERMITS; LICENSES

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

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

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

4. RISK TRANSFER PROVISIONS

- 4.1. **Workers' Compensation Insurance** - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.
- 4.2. **Indemnification** - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers, and each of them (collectively "the Agency") from and against:
- 4.2.1. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the services by Consultant, including its agents and employees, under this Agreement, for damages to persons or property arising, pertaining to or relating to the Consultant's negligent acts or omissions or willful misconduct or the failure of Consultant to comply with any professional standard of care applicable to Consultant's services.
 - 4.2.2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
 - 4.2.3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to the Agency, which the Agency may incur with respect to the failure, neglect, or refusal of Consultant to perform the Services or its obligations under the Agreement. Such costs, expenses, and damages shall include all costs,

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

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

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

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

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

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

5. GENERAL CONDITIONS

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

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

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

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

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

6. REQUIRED INSURANCE

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

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

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

or omissions. **If Claims Made Policies:** the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**; and if coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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

6.2.1. Professional Liability – One million dollars (\$1,000,000) per claim and Two million (\$2,000,000) annual aggregate.

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

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

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

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

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

work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, with statutory limits. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Agency has received a waiver of subrogation from the insurer.

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

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

- 6.8. **Continuation of Coverage** - If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to

the Agency at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute material breach of contract. The insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Consultant's obligations under this Agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this Agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Agreement and shall not in any way act to limit or restrict the defense or indemnity or additional insure obligations of the Consultant or the Consultant's insurance carrier, and shall be for (1) the full extent of the insurance or self-insurance 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

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

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

10. INTERESTS OF CONSULTANT

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

11. COMPLETED WORK AND WORK PRODUCT

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

12. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

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

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

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

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

13. OWNERSHIP OF DOCUMENTS AND DISPLAYS

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

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

14. ASSIGNMENT PROHIBITED

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

15. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

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

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

ZONE 7 WATER AGENCY Representative:

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

Consultant:

Name
Title
Firm Name
Address
Firm Tax ID

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

16. MISCELLANEOUS PROVISIONS

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

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

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

Consultant

Valerie L. Pryor
General Manager

Date

Signature

Date

Print Name & Title

Address

Telephone

TIN or SS Number

APPROVED AS TO FORM:

Downey Brand LLP

By: _____
Rebecca Smith, General Counsel

Date: _____

APPENDIX A

PLACEHOLDER FOR FINAL SCOPE OF WORK

SAMPLE

APPENDIX B

PLACEHOLDER FOR CONSULTANT FEE SCHEDULE

SAMPLE

APPENDIX C – INSURANCE

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

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – Other Contractual Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
5. **Cyber Liability Insurance** - (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If 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.