

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

East Bay Plain Subbasin Groundwater Sustainability Plan Development

Contact Person: Kenneth K. Minn, Project Manager

Phone Number: (510) 287-0668

E-mail Address: ken.minn@ebmud.com

For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective proposers are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

RESPONSE DUE

by

4:00 p.m.

on

September 21, 2018

at

EBMUD, Purchasing Division

375 Eleventh St., First Floor

Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

THIS PAGE INTENTIONALLY LEFT BLANK

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

East Bay Plain Subbasin Groundwater Sustainability Plan Development

TABLE OF CONTENTS

I. STATEMENT OF WORK

II. PRE-PROPOSAL INFORMATION MEETING

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. PROTESTS
- E. WARRANTY
- F. INVOICING

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

ATTACHMENTS

- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – RFP RESPONSE PACKET
- EXHIBIT C - INSURANCE REQUIREMENTS
- EXHIBIT D - CONSULTING AGREEMENT

THIS PAGE INTENTIONALLY LEFT BLANK

I. STATEMENT OF WORK

A. SCOPE

This Request for Proposal (RFP) is to develop a Groundwater Sustainability Plan (GSP) for the entire East Bay Plain Subbasin using the best available science. The GSP will be submitted to the Department of Water Resources (DWR) for approval. GSP development will include conducting hydrogeologic investigations, preparing an accurate hydrogeologic conceptual model, developing a robust integrated hydrologic model for the entire Subbasin, and preparing a GSP document that meets all requirements of the Sustainability Groundwater Management Act (SGMA). Exhibit A details the Scope of Work.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing consulting services for at least (10) years.
- b. Proposer shall be a certified Hydrogeologist, registered engineering geologist and/or registered civil engineer.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. DELIVERABLES / REPORTS

The Project deliverables are outlined in the following table:

Task	General Description	Deliverables
1.0	<i>Stakeholders' Communication and Engagement (C&E) Support</i>	<ul style="list-style-type: none"> • <i>Progress update presentations</i> • <i>Work products</i>
2.0	<i>Project Management and Grant Reporting</i>	<ul style="list-style-type: none"> • <i>Quarterly grant reports</i> • <i>Data sets</i> • <i>Grant completion report</i> • <i>Invoices</i>
4.1	<i>Data Syntheses and Analysis</i>	<ul style="list-style-type: none"> • <i>Technical memorandum summarizing data syntheses and analysis including identification of data gaps</i>

4.2	Hydrogeologic Conceptual Model (HCM) Development	<ul style="list-style-type: none"> A conceptual hydrologic model showing high-level representation of the groundwater flow system. The conceptual model will include all of the water budget components (or stresses) and a 3D geologic framework model that will define the stratigraphy and connectivity of each geologic layer in the Subbasin.
4.3	Groundwater Model Objectives and Selection	<ul style="list-style-type: none"> Technical memorandum establishing the model's purpose and objectives, evaluating model selection criteria, and recommending the appropriate model
4.4	Construct, Calibrate, Validate and Perform Uncertainty Analysis of East Bay Plain Groundwater Model (EBPGM)	<ul style="list-style-type: none"> A validated transient model that simulates historical conditions through the present
4.5	Develop and Analyze Baseline Scenario and Alternative Management Scenarios	<ul style="list-style-type: none"> Tabulated comparisons of model output from the scenarios and the baseline to evaluate the hydrologic effects of the proposed water management actions
4.6	Document and Archive EBPGM	<ul style="list-style-type: none"> Model files and technical memorandum documenting model development and runs
5.1	General Information, Plan Area and Subbasin Setting, Stakeholder C&E, and Monitoring	<ul style="list-style-type: none"> Applicable GSP Sections
5.2	Sustainable Management Criteria and Management Actions	<ul style="list-style-type: none"> Applicable GSP Sections
5.3	Monitoring Network	<ul style="list-style-type: none"> Applicable GSP Sections
5.4	GSP Implementation Plan	<ul style="list-style-type: none"> A work plan to implement the management actions including descriptions of projects, schedules, costs, and reporting
5.5	Review of draft GSP and Finalizing the GSP	<ul style="list-style-type: none"> Draft GSP Final GSP

6.1	<i>Optional Service – Salt and Nutrient Management Plan</i>	<ul style="list-style-type: none"> • <i>Applicable GSP Section</i>
6.2	<i>Optional Service – Environmental Compliance and Permitting</i>	<ul style="list-style-type: none"> • <i>Permits and environmental documentation as necessary</i>
6.3	<i>Optional Service – Data Management System</i>	<ul style="list-style-type: none"> • <i>Technical Memorandum describing data management needs, options, evaluation criteria and costs</i>

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	August 8, 2018	
Optional Pre-proposal Information Meeting	August 21, 2018 at 1:30 pm	at: Board Room 375 11 th Street, Oakland, CA 94607
Addendum to Announce Pre-Approved Equivalents (if necessary)		
Response Due	September 21, 2018 by 4:00 p.m.	
Oral Interview	October 19, 2018	
Anticipated Contract Start Date	November 28, 2018	

Note: All dates are subject to change.

Proposers are responsible for reviewing <https://www.ebmud.com/business-center/requests-proposal-rfps/> for any published addenda. Hard copies of addenda will not be mailed out.

A. OPTIONAL PRE-PROPOSAL INFORMATION MEETING

1. Allow EBMUD and the City of Hayward (parties) to discuss the scope of the project, provide additional information and answer questions
2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications
3. Provide EBMUD and the City of Hayward with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District to all potential proposers will be addressed in Addenda following the information meeting.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee comprised of representatives from EBMUD and the City of Hayward (parties) and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in the Committee's opinion, has submitted the proposal that best serves the overall interests of the parties. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The parties reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the parties.
4. The EBMUD has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee will be composed of staff from EBMUD and the City of Hayward. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical

competence or indicative of a failure to comprehend the complexity and risk of requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below. A shortlist of proposers may be invited for an oral interview with the selection committee. The interview may consist of standard questions asked of each of the proposers and specific questions regarding the specific RFP response. If oral interviews are conducted, evaluation criteria specific to the oral interview process may be developed and considered in the final selection process.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Understanding of Project: RFP responses will be evaluated against the scope of work and questions such as:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential challenges related to the project? 3. Has the Proposer demonstrated that it understands the deliverables and level of details required? 4. Has the Proposer demonstrated that it understands the project's time schedule and can meet it?
B.	<p>Project Approach and Schedule An evaluation will be made of the likelihood that the Proposer's approach will be the most effective, and that the proposed work schedule will meet the project schedule and deadlines.</p>
C.	<p>Project Team Project teams will be evaluated to ensure they include essential and complementary skills to achieve best possible outcomes for the project.</p>
D.	<p>Technical, Communication and Management Knowledge, Skills and Experience Proposals will be evaluated for proposers' technical skills, verbal and written communication skills, proven management acumen in working with multi-agency-coordinated projects in an intensive stakeholder communication and engagement environment, collective experience of project teams, outstanding qualifications and past experiences of similar project scopes. RFP responses will also be evaluated against the RFP scope of work and questions such as:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Do resumés demonstrate backgrounds that would be desirable for individuals engaged in the work that the project requires?

	3. How extensive is the applicable education and experience of the personnel designated to work on the project?
E.	References (See Exhibit A – Proposal Response Packet) References are contacted and checked only for those proposers who are invited for the oral interview.
F.	<p>Reasonableness of Cost</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?) <p>Consideration of price in terms of overall affordability may be weighted in circumstances where two or more RFP responses are otherwise judged to be equal.</p>
G.	<p>Contract Equity Program Compliance</p> <p>Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

C. PRICING

1. All prices quoted shall be in United States dollars.
2. Price quotes shall include any and all payment incentives available to the District.
3. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

Protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.

2. The District will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description. When invoicing for rendered services, CONSULTANT shall prepare invoices by identifying completed tasks as per the work plan listed in the Scope of Work, which shall be an attachment to the Agreement. The District will pay CONSULTANT in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Kenneth K. Minn, Project Manager
 EBMUD- Water Supply Improvement Division
 E-Mail: ken.minn@ebmud.com
 PHONE: (510) 287-0668

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
 PHONE: (510) 287-0114

AFTER AWARD:

Attn: Beverly Johnson
 EBMUD-Contract Equity Office
 E-Mail: beverly.johnson@ebmud.com
 PHONE: (510) 287-0114

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on

the due date specified in the Calendar of Events. Any RFP response received after that time or date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
East Bay Plain Subbasin Groundwater Sustainability Plan Development
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
East Bay Plain Subbasin Groundwater Sustainability Plan Development
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit six sets of original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures.

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** copy of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.

7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, or E, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.

EXHIBIT A

THIS PAGE INTENTIONALLY LEFT BLANK



EXHIBIT A

SCOPE OF WORK

RFP for East Bay Plain Subbasin Groundwater Sustainability Plan Development

INTRODUCTION

The East Bay Plain Subbasin (Basin No. 2-009.04) (Subbasin) is one of four subbasins that comprise the larger Santa Clara groundwater basin. The Subbasin is overlaid by the East Bay Municipal Utility District (EBMUD) service area and the City of Hayward (Hayward). It is bound by the Hayward Fault Zone in the east and the San Francisco Bay in the north and the west. In the south, it is located adjacent to the Nile Cones Subbasin (Basin No. 2-009.01). EBMUD and the City of Hayward (Hayward) are the exclusive Groundwater Sustainability Agencies (GSAs) covering the entire Subbasin for their respective service and jurisdictional areas. Figure 1 shows the portions of the Subbasin covered by EBMUD and the City of Hayward as the exclusive GSAs.

On November 6, 2017, EBMUD and Hayward filed a notification of intent to collaboratively develop a single Groundwater Sustainability Plan (GSP) for the entire Subbasin. As such, EBMUD and Hayward will jointly manage and make decisions related to GSP development, including this Request for Proposals (RFP) and contract management.

PROJECT SUMMARY

This RFP is to develop a GSP in compliance with the Sustainable Groundwater Management Act (SGMA) for the entire Subbasin using the best available science. The Subbasin is currently ranked as a medium-priority groundwater basin, making it mandatory for the basin to be managed under a GSP by January 31, 2022. On May 18, 2018 the Department of Water Resources released a draft reprioritization of groundwater basins that would re-classify the East Bay Plain Subbasin as a very low-priority basin, making preparation of a GSP a voluntary, rather than a mandatory requirement. The GSAs are still reviewing the data DWR used for re-ranking the East Bay Plain Subbasin to ensure that it represents the most accurate and up to date information available for the basin. However, the GSAs' are committed to ensuring long-term sustainable management and protection of the Subbasin and the current plan is to move forward with preparation of a GSP with grant funding from DWR, regardless of whether it is a voluntary or mandatory requirement.

The GSP development will include conducting hydrogeologic investigations, preparing an accurate hydrogeologic conceptual model, and developing a robust groundwater model for the entire Subbasin. The GSP prepared under this RFP must comply with SGMA and the GSP regulations. The Consultant shall also utilize DWR's Best Management Practices (BMPs) and Guidance Documents, including the *Groundwater Preparation Checklist for GSP Submittal Guidance Document*, to prepare the GSP. As appropriate, the Consultant may also utilize other guidance documents, such as the Nature Conservancy's guide on Groundwater Dependent Ecosystem. The draft GSP will be released for public comment prior to adoption by the GSAs. After adoption, the GSP will be submitted to DWR for public review and approval by DWR. The Consultant shall be responsible for addressing and incorporating DWR comments into the GSP. The project will be complete when DWR approves the GSP.

SCOPE OF WORK

Task 1.0 Stakeholders' Communication and Engagement (C&E) Support

SGMA and GSP regulations (Reg. § 354.10) require public notification and communication at particular instances as well as throughout the GSP development process. In accordance with the GSP regulations, EBMUD and Hayward developed and are currently implementing the East Bay Plain Subbasin Stakeholder Communication and Engagement (C&E) Plan, which describes the GSAs' joint decision-making process and outlines a roadmap to meet SGMA's stakeholder engagement requirements. The GSAs will use the C&E Plan to engage with and gather input from various stakeholders. GSAs' Technical Team will work with CONSULTANT to consider input from the stakeholders in making key decisions in the GSP development process.

CONSULTANT will support the C&E process by participating in meetings of the Technical Advisory Committee (TAC), Interbasin Working Group, and general stakeholders. It is anticipated that the TAC will meet approximately every other month. CONSULTANT may also be requested to participate in general stakeholders meetings and Interbasin Working Group meetings, which are expected to be scheduled every six months in alternating quarters.

C&E associated tasks for CONSULTANT may include preparing presentations, status updates, and responses to issues or concerns raised by stakeholders.

Deliverables:

- *Progress update presentations*
- *Responses to stakeholder issues and concerns*

Task 2.0 Project Management and Grant Reporting

The GSAs' project managers for the Subbasin GSP will manage the overall GSP development project including resources, consulting contracts, task completion, budget and schedule and grant reporting. Each GSA will appoint a Project Manager to coordinate with the consultant.

The principal consulting firm will be solely responsible for coordinating closely with GSAs and managing its consulting teams, including its sub-consultants, specialists, contractors and supporting entities, to meet the project schedule and produce deliverables as per the consulting contract. CONSULTANT shall prepare initial project schedules for consulting services. This schedule will incorporate GSA's C&E activities and an overall project schedule and shall include milestones for deliverables.

The CONSULTANT shall track contract budget and schedule to update the GSAs' Technical Team on a monthly basis. The updates must show itemized tasks, budget allocation, percent completion and remaining budget balance.

As per DWR's grant agreement, EBMUD, the guarantee, is required to submit quarterly progress reports, groundwater level data, groundwater quality data, any requested information & data and a final grant completion report via DWR's Grant Review and Tracking System (GRanTs). The progress reports will provide a brief description of the work performed, grantee activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under the grant agreement during the reporting period. The anticipated due date for the first report is the 4th quarter of 2018, with future reports then due on successive three-month increments.

Under this task, CONSULTANT shall provide requested information in a form that can be incorporated into the quarterly reports to be prepared by EBMUD such as the formats described in the applicable portion of Exhibit F and Exhibit G of DWR's standard grant agreement. When invoicing for rendered services, CONSULTANT shall prepare invoices by identifying completed tasks as per the work plan listed in the GSAs' Prop 1 GSP grant proposal.

Deliverables:

- *Monthly invoices and information for progress reports*
- *Information for Quarterly grant reports*
- *Data sets*
- *Information for Grant completion report*

Task 3.0 Development of Governance Structure

This information is presented for the CONSULTANT'S information only. No consultant services are required to address Task 3.0. On June 25, 2018, the EBMUD and Hayward GSAs entered into a cooperating agreement outlining a governance structure for GSP development including decision making processes, dispute resolution, cost sharing and funding to develop the GSP. A copy of the cooperating agreement is available upon request.

As per the cooperating agreement, the key decisions for the GSP development will be made by consensus between EBMUD and the City of Hayward; and CONSULTANT shall be required to coordinate with and answer to both GSAs as necessary.

Task 4.0 Develop the East Bay Plain Groundwater Model (EBPGM)

Under this task, CONSULTANT shall develop the EBPGM. The EBPGM will be a transient model which simulates historical conditions through the present. Initial model parameters will be selected based on review and analysis of existing data in the southern portion of the Subbasin, and new data collected as part of this GSP effort mainly in the northern portion of the Subbasin.

Subtask 4.1 Data Syntheses and Analysis

The objective of this task is to collect and review all available data that will be needed to develop an integrated hydrologic model (groundwater model) for the East Bay Plain Subbasin. As part of this task, previous geologic and hydrologic work that has been performed in the Subbasin will be compiled and integrated. The majority of the work done to date in the Subbasin focuses on the southern area and includes:

- Lithologic and geophysical well logs;
- Aquifer properties derived from long-term pump tests;
- Seismic refraction surveys, fault locations and faulting impacts on groundwater hydrology;
- Precipitation, evapotranspiration, soil classification, and land use;
- Groundwater pumping records, surface and recycled water deliveries;
- Groundwater levels, land subsidence, and water quality;
- USGS Research papers;
- AB 3030 South East Bay Plain Groundwater Management Plan (GMP); and
- Environmental documents.

The complete list of reports and data source available for reference is included in Attachment 1. In addition, ModFlow model files used for the GMP will be available upon request.

Although preliminary geohydrologic investigations were completed, more investigation and research will be necessary to better characterize the northern portion of the Subbasin. Therefore, this task will involve coordination with various stakeholders and research institutions such as USGS and Lawrence Berkeley National Laboratory to obtain published and unpublished data sets for the basin. Through this process of compiling, synthesizing and analyzing both new and existing data, CONSULTANT shall identify data gaps and make recommendations of project concepts to fill the data gaps as optional services. CONSULTANT shall account for the data gaps in uncertainty analyses of the groundwater model results and sustainable yield estimate.

Deliverables:

- *Technical memorandum summarizing data syntheses and analyses, including identification of data gaps*

Subtask 4.2 Hydrogeologic Conceptual Model (HCM) Development

Under this task, CONSULTANT shall prepare a descriptive hydrogeologic conceptual model of the Subbasin based on completed and concurrent technical studies (as listed under Subtask 4.1) and qualified maps that characterize the physical components and interaction of the surface water and groundwater systems in the Subbasin. The HCM shall represent the subbasin's groundwater flow system and detail all the water budget components (or stresses) in the Subbasin.

The new and relevant information obtained from Subtask 4.1 shall be integrated into current knowledge of Subbasin's hydrologic features and findings from completed studies and investigations by EBMUD, Hayward, USGS, and others. From this information, the HCM of the entire Subbasin is to be developed in accordance with Reg. § 354.14.

This task shall include a graphical and narrative description of the HCM based on technical studies and qualified maps that characterize the physical components and interaction of the surface water and groundwater systems in the Subbasin. This task also shall include the regional geologic and structural setting of the Subbasin including the immediate surrounding area, Subbasin boundaries and major geologic features that significantly affect groundwater flow, the definable bottom of the basin, and principal aquifers and aquitards.

The graphical description shall include the physical components of the basin complete with sufficient numbers of scaled cross-sections and transects, map(s) of physical characteristics, topographic maps, surficial geology, soil characteristics, delineation of existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas and discharge areas, surface water bodies, and source and point of delivery for local and imported water supplies

Also under this task, a 3D geologic framework will be rendered to delineate the stratigraphy and connectivity of each geologic layer in the Subbasin. The geologic framework development will utilize collected data as well as previous geologic investigations in the Subbasin. The geologic model will be constructed based on the geologic framework so that it can easily be incorporated into and define the aquifer properties of the integrated HCM. Importantly, interbasin hydraulic connectivity between East Bay Plain and Nile Cones Subbasin must be conceptualized using latest available information including USGS research papers.

Deliverables:

- *A conceptual hydrogeologic model showing high-level representation of the groundwater flow system. The conceptual model will include all of the water budget components (or stresses) and a 3D geologic framework model that will define the stratigraphy and connectivity of each geologic layer in the Subbasin.*

Subtask 4.3 Groundwater Model Objectives and Selection

Under this task the objectives and purpose of the groundwater model will be established. These objectives will be used to evaluate and select an appropriate model that will best quantify the water budget, determine the sustainable yield, and evaluate the sustainability indicators in the Subbasin.

At a minimum, the selected model shall be capable of simulating surface water/groundwater interaction, areal recharge, variable-density groundwater flow and transport to analyze seawater intrusion, multi-aquifer screened wells, water budget, storage capacity, and safe yield. The model shall also be capable of generating output files and/or other derivatives to be used for other application such as contaminant transport and water quality analyses. Model's input and output files should be convertible to run on commonly used groundwater modeling applications.

Deliverables:

- *Technical memorandum establishing the model's purpose and objectives, evaluating model selection criteria, and recommending the appropriate model*

Subtask 4.4 Construct, Calibrate, Validate and Perform Uncertainty Analysis of East Bay Plain Groundwater Model (EBPGM)

Once the data gap assessment, HCM development, and groundwater model code selection processes are complete, the results of these tasks will be used to construct the groundwater model for the Subbasin. CONSULTANT shall construct, calibrate, and validate the EBPGM to be used as a key analytical tool to develop the sustainable management criteria, water budget, and safe yield. Available data and basin characteristics, including findings from completed technical reports are expected to be integrated as appropriate. EBPGM shall be a transient model that is capable of simulating historical conditions through the present.

GSAs may propose management areas based on basin management objectives and jurisdictional areas. CONSULTANT shall also recommend management areas for technical reasons as necessary. The model set-up, such as grid sizes, parameter selection, and Subbasin hydrogeological characteristics, shall reflect the objectives of each management area.

After initial construction, the model shall be calibrated by adjusting the model parameters so the model outputs reflect historical observation data. If sufficient data are available, the results of the calibrated model must be validated against existing data to determine the uncertainty in the model calibration. CONSULTANT may use PEST or a similar model calibrating software to assist with the calibration process and quantify the uncertainty in the estimated parameter values.

Deliverables:

- *An integrated and validated transient groundwater flow based model that simulates historical conditions through the present and is capable of analyzing surface water - groundwater interaction*

Subtask 4.5 Develop and Analyze Baseline Scenario and Alternative Management Scenarios

For this task, CONSULTANT shall develop a baseline model that can be used to forecast future hydrologic conditions in the Subbasin. This includes recording current and future planned groundwater uses for groundwater demand analysis. Scenarios will be developed to simulate proposed water management actions, current and future groundwater resources development in the Subbasin, focusing on the potential impacts these actions may have on the six undesirable results defined under SGMA. Model outputs from these scenarios will be compared to the baseline to evaluate the hydrologic effects of the proposed water management and groundwater resources development plans. Based on this analysis, CONSULTANT shall recommend sustainable management actions to GSAs (see Task 5.2).

Deliverables:

- *Tabulated comparisons of model output from the scenarios and the baseline to evaluate the hydrologic effects of the proposed water management actions*

Subtask 4.6 Document and Archive EBPGM

Upon completion of the modeling work, CONSULTANT shall document the EBPGM development and results in a technical memorandum under this task. The model files for the calibrated model and for each model scenario developed for the GSP will be archived and copied onto a portable storage device and provided to GSAs.

Deliverables:

- *Model files and technical memorandum documenting model development and runs*

Task 5.0 Preparation of the East Bay Plain Subbasin GSP

Under this task, CONSULTANT shall prepare the draft Groundwater Sustainability Plan for entire East Bay Plain Subbasin in compliance with SGMA and the GSP regulations, using the best available science, and incorporating information developed under Task 4. The GSAs desire to provide review and comment on draft sections of the GSP as it is developed. Prior to beginning work on preparing the GSP, CONSULTANT shall develop an outline of the GSP for review and approval by the GSAs. The format of the GSP should generally follow *DWR's Groundwater Preparation Checklist for GSP Submittal Guidance Document*, to ensure that the GSP includes all information required for a GSP.

Deliverables:

- *GSP outline*

Subtask 5.1 General Information, Plan Area and Subbasin Setting, Stakeholder C&E, and Monitoring

Under this task, CONSULTANT will document general information, the hydrogeologic setting of the Subbasin, and the stakeholder C&E efforts conducted during the GSP development process. General information shall include descriptions of the entire Subbasin and the GSP coverage area, as defined by the exclusive GSAs' jurisdictional areas, information about the GSAs, organization and management structure of the GSAs, and legal authority. This information must be supported by appropriate maps such as GSAs' coverage area, jurisdictional boundaries of Federal, State, and tribal land, existing land use designations, density of wells per square mile, the geological map of the Subbasin. A topographic contour map showing known fault zones and surface water features shall be included. CONSULTANT shall use DWR guidance and BMPs as appropriate.

For the Subbasin setting, CONSULTANT shall discuss the conceptual hydrogeologic model from Subtask 4.2, historical and current groundwater conditions, water budget, and sustainable yield. A key objective of this task

is determining the baseline condition for SGMA's sustainable management criteria development based on thorough understanding of the historical groundwater condition of the Subbasin including data from January 1, 2015. The Subbasin setting shall be described in terms of:

- Groundwater elevation data - Generate temporal and spatial data series for representative monitoring sites for each aquifer units of the entire Subbasin using available historical, current data and model predictions.
- Estimate of groundwater storage – Use groundwater model to estimate the storage capacity
- Water Budget – Use historical, current and projected groundwater use to prepare water budgets to estimate future conditions of supply, demand and aquifer response. Projected water budgets shall be prepared to estimate future conditions of supply, demand, and aquifer response to plan implementation, and to identify the uncertainties of these projected water budget components. More specifically, local groundwater users' projected groundwater use, land use planning, planned conjunctive use projects, groundwater augmentation and planned emergency and/or drought water supply projects shall be accounted for and discussed.
- Seawater intrusion conditions - Investigate potential seawater intrusion conditions, identify data gaps and propose management actions for future GSP updates for each principal aquifer for the most vulnerable part of the Subbasin, identify data gaps, and propose management actions for future GSP updates as necessary. It should be noted that seawater intrusion conditions in shallow, intermediate, and deep aquifer units must be differentiated from historical chloride concentrations in perched water table of the Subbasin.
- Groundwater quality issues: Use applicable information and data from available databases to analyze groundwater quality issues that may affect the supply and beneficial uses of groundwater, including a description and a map showing locations of known groundwater contamination sites and plumes. Identify and describe proposed management actions required to meet sustainability goals.
- Land subsidence conditions - Analyze land subsidence conditions using available data, published information, and research information including data from the subsidence monitoring facility (extensometer), developed by USGS and EBMUD, to monitor elastic and inelastic vertical deformation of the area near EBMUD's Bayside Groundwater Facilities.
- Identification of interconnected surface water systems and Groundwater-dependent ecosystems: The Nature Conservancy published a guide on Groundwater Dependent Ecosystem for preparing a GSP in January 2018. This guide should be used as appropriate in developing this section.

Deliverables:

- *Applicable GSP Sections*

Subtask 5.2 Sustainable Management Criteria and Management Actions

This task is to develop sustainable management criteria that will be based on the technical work, GSAs' management objectives, and stakeholder input. SGMA allows local entities to determine what constitutes "significant and unreasonable" undesirable effects in each basin. CONSULTANT shall work with the GSAs' Technical Team to develop sustainable management criteria, sustainability goals, undesirable results, minimum thresholds and measurable objectives. Measurable objectives shall provide a reasonable margin of operational flexibility, taking into consideration historical water budgets, seasonal and long-term trends,

periods of drought, and existing and planned conjunctive use projects such as Bayside and Hayward's emergency wells.

CONSULTANT shall prepare relevant sections of GSP to describe and quantify the sustainability goals/indicators and associated minimum thresholds factored by reasonable margins of safety for each goal. Measurable objectives to evaluate meeting interim milestones will also be described.

Under this task, CONSULTANT shall analyze and recommend management area designations. Management areas may be designated based on beneficial uses, water quality objectives, jurisdictional boundaries, and/or other criteria set by GSAs. For each management area approved by the GSAs, CONSULTANT shall prepare descriptions and sustainable management criteria specific to the management area, consistent with SGMA and GSP regulations.

After developing the sustainable management criteria for the Subbasin, CONSULTANT shall develop and recommend project alternatives and management actions required to achieve the sustainability goals for the Subbasin. These projects and actions shall be developed in a phased approach along with alternative options. Once GSAs have determined a suite of projects and management actions, CONSULTANT shall describe these projects and management actions for the Subbasin in relevant sections of the GSP. Management actions may include:

- Assessing current Subbasin water quality and developing groundwater quality management actions
- Identifying existing hazardous waste and substances from sites such as EnviroStor, GeoTracker, Enviromapper, Cleanups in My Community, and DWR's Water Data Library and developing management strategies
- Updating well inventory and developing a database
- Preventing or minimizing groundwater quality degradation through actions such as identifying wellhead protection areas and measures
- Integrating the existing South East Bay Plain Subbasin Subsidence Monitoring Program into a Subbasin-wide program
- Expanding existing Bayside Project monitoring and CASGEM monitoring programs into a Subbasin-wide groundwater elevation and water quality monitoring program
- Filling data gaps in areas including groundwater elevation data, water quality sampling, seawater intrusion control, and subsidence monitoring reference elevation datum
- Assessing existing saltwater intrusion, monitoring, and control
- Well abandonment and well destruction program
- Replenishment of groundwater extractions
- Planning for existing and future conjunctive use and underground storage
- Well construction policies and permitting standards
- Groundwater contamination cleanup, recharge, diversions to storage, conservation, water recycling, conveyance, and extraction projects
- Efficient water management practices
- Relationships with state and federal regulatory agencies
- Land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity

- Addressing potential impacts on groundwater dependent ecosystems

These existing monitoring programs will be integrated into proposed water resources monitoring and management programs. This section should also summarize coordination with counties and cities on well permitting within the basin, local well ordinances, and relevant codes and policies.

Deliverables:

- *Applicable GSP Sections*

Subtask 5.3 Monitoring Network

This task is to design and describe the monitoring programs, monitoring protocols standards, design considerations and justifications, and data gaps in compliance with GSP regulations.

EBMUD has developed and is operating the Bayside Groundwater Monitoring network, the CASGEM monitoring program for the Subbasin, and the Bayside Subsidence Monitoring Program in collaboration with USGS. The City of Hayward monitors water levels in its emergency supply wells. These existing monitoring programs need be integrated into the Subbasin-wide monitoring programs developed under this RFP.

CONSULTANT shall describe monitoring network objectives, including how the network will be developed and implemented to monitor groundwater and related surface conditions and interconnection of surface water and groundwater if applicable. The monitoring network must be designed to collect sufficient data to demonstrate short-term, seasonal, and long-term groundwater level trends and related surface conditions, and yield representative information about groundwater conditions as necessary to evaluate GSP implementation.

The monitoring network shall be designed to ensure adequate coverage of applicable sustainability indicators. For each management area, the quantity and density of monitoring sites in specific area shall be sufficient to evaluate conditions of the basin setting and sustainable management criteria specific to that area.

This discussion shall also outline how GSAs can review and evaluate effectiveness of the monitoring network, how to modify monitoring frequency and density, and how to identify and fill the data gaps in a phase approach.

Subtask 5.4 GSP Implementation Plan

CONSULTANT shall develop a project implementation plan for the management actions, complete with scope of work, cost estimate, implementation schedule over a 20-year planning period, periodic evaluation, and reporting for each project or study.

Cost information will include estimates annual GSP implementation costs shown as capital cost and operating costs based on life cycles of necessary infrastructure. For example, monitoring network development will include land acquisition cost (if necessary), planning costs, design costs, permitting cost, monitoring well drilling costs, instrumentation costs, operating costs including labor costs, replacement costs for instruments and monitoring wells.

Deliverables:

- *A work plan to implement the management actions including descriptions of projects, schedules, costs, and reporting*

Subtask 5.5 Prepare and Finalize the GSP

This task is to compile the draft GSP sections into a single report, perform final quality assurance/quality control assessment of data accuracy and interpretation, organization of the GSP, consistency, correctness, and need to incorporate editorial changes. The draft GSP will be released for public comment prior to adoption by the GSA's governing bodies. The GSP will then be submitted to DWR, where it will be posted for an additional 60-day public review period. After that time, DWR has up to two years to approve. All references, citations, and studies as well as documents for appendices will be compiled and documented.

Deliverables:

- *Draft GSP*
- *Final GSP for Adoption and Submittal to DWR*

Task 6.0 Optional Services

At the request of the GSAs, optional services may be authorized as part of the development of the GSP and should be included in the Consultant's proposal.

Subtask 6.1 Salt and Nutrient Management Plan

The GSAs have existing and planned recycled water projects which deliver recycled water for irrigation over portions of the East Bay Plain Subbasin. The State Water Resources Control Board (SWRCB) is currently in the process of amending the Recycled Water Policy ([Proposed Amendment](#)), which includes requirements for addressing the management of salts and nutrients. The Proposed Amendment requires Regional Water Boards to evaluate and prioritize groundwater basins for salt and nutrient management plan (SNMP) development based on the GAMA or CASGEM system, or other region-specific factors. The East Bay Plain Subbasin is currently ranked as a priority basin under the GAMA system for development of a SNMP.

The SWRCB recognizes the overlap between SNMP and GSP requirements. The Proposed Amendment allows for GSPs developed pursuant to SGMA to be found functionally equivalent to a SNMP (Section 6.2.1.4). At the request of the GSAs, Consultant shall incorporate added information and analyses into the GSP to meet the SNMP requirements of the Recycled Water Policy, which is anticipated to be finalized in late 2018. Components of the SNMP that are anticipated to be required include:

- Basin-wide monitoring program
- Provision for monitoring of CECs
- Goals for recycled water use and stormwater recharge
- Estimates of loading from identified sources of salts and nutrients and the assimilative capacity of the basin
- An antidegradation analysis of recycled water projects in the basin to satisfy the requirements of State Water Board Resolution No. 68-16

Subtask 6.2 Environmental Compliance and Permitting

While preparation of a GSP is itself exempt from CEQA as per §10728.6 of SGMA, the GSP development could include tasks and management actions that may trigger environmental documentation processes and/or permitting including but not limited to well drilling permits. The GSAs intend to fully comply with environmental regulations including CEQA and permitting requirements during GSP development and the implementation of the GSP. Should it become necessary and upon GSAs' prior written authorization for

optional services, CONSULTANT shall obtain any necessary permits such as well drilling permits for exploratory boreholes and monitoring wells, and also conduct necessary environmental documentation processes for GSP preparation.

Subtask 6.3 Data Management System (DMS)

CONSULTANT shall develop a Technical Memo regarding a Data Management System designed to maintain a database, allow queries, analyze the data, and generate data analysis reports. At a minimum, the Technical Memo should describe data management needs, options, evaluation criteria, and long-term costs. A typical DMS should include the following features but not limited to:

- a web-based user interface
- built-in GIS set up to locate data points and geographical references
- levels of privileges for administrators and various users
- cloud data storage with multiple back-ups
- capability to link with modeling platform for model input or output datasets
- customizable off-the-shelf application and NOT be a proprietary application

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B

THIS PAGE INTENTIONALLY LEFT BLANK



EXHIBIT B

RFP RESPONSE PACKET

RFP for East Bay Plain Subbasin Groundwater Sustainability Plan Development

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:
 - ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
 - ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____

PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

QUANTITIES LISTED HEREIN ARE ANNUAL ESTIMATES BASED ON PAST USAGE AND ARE NOT TO BE CONSTRUED AS A COMMITMENT. NO MINIMUM OR MAXIMUM IS GUARANTEED OR IMPLIED. PROPOSER MAY LIST ALL PROFESSIONAL AND SUPPORT STAFF NECESSARY TO COMPLETE THE TASKS DESCRIBED IN THIS PROPOSAL. COSTS INCLUDING OVERHEAD SURCHARGE FOR SUB-CONTRACTORS OR SUB-CONSULTANTS SHALL BE LISTED EXPLICITLY IN SIMILAR MANNER. THE EXAMPLE OF TABULATED COSTS FOR INVOICES IS INCLUDED IN THE STANDARD CONSULTING AGREEMENT'S EXHIBIT B-1 AND B-2 (PAGE 84 AND 85):

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits

3. **Description of the Proposed Methods of Analyses/Tools/Software and applications/data management system**: RFP response shall include a description of the proposed Methods of Analyses/Tools/Software and applications/data management system, collectively referred to as tools, as it will be finally configured during the term of the contract. The description shall specify how the proposed tools will meet or exceed the requirements of the District and shall explain any advantages that these proposed tools would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the Proposer.

4. **Description of the Proposed Services**: RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule to complete the scope of work and required services. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the GSP development schedule and identify the professionals who will perform the tasks.
6. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
7. **References:**
 - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in the scope of work.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
9. **Contract Equity Program:**
 - (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP for East Bay Plain Subbasin Groundwater Sustainability Plan Development

Proposer Name: _____

Proposers must provide a minimum of three references.

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

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

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

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

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

RFP for East Bay Plain Subbasin Groundwater Sustainability Plan Development

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

[illegible]

Page 39 of 92



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Program Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.

EXHIBIT C

THIS PAGE INTENTIONALLY LEFT BLANK



EXHIBIT C

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT.

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is

made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

C. Workers Compensation Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, Workers Compensation Insurance, for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

D. Commercial General Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

The amounts of insurance coverages shall not be less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.

6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability with \$2,000,000/Occurrence, and with a three year tail if written on a claims-made basis for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

E. Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with \$2,000,000 limits per occurrence, and with a three year tail if written on a claims-made basis. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT D

THIS PAGE INTENTIONALLY LEFT BLANK

***(Standard Consulting Agreement for
Contracts Greater than \$70,000 - Revised 3/24/14)
(Note: Reference District Procedure No. 451)***

**CONSULTING AGREEMENT
FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

East Bay Plain Subbasin Groundwater Sustainability Plan Development Project

THIS Agreement is made and entered into this _____ day of ***(month)***, 201_, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and ***(CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])***, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, DISTRICT requires consulting services for East Bay Plain Subbasin Groundwater Sustainability Plan Development Project; and

WHEREAS, DISTRICT has ratified the Cooperating Agreement Between East Bay Municipal Utility District and City of Hayward for Development Of a Groundwater Sustainability Plan for the East Bay Plain Subbasin; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for development of a groundwater sustainability plan for the East Bay Plain Subbasin Groundwater Sustainability Plan Development Project and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

WHEREAS, DISTRICT Board of Directors has authorized the contract by Motion Number _____;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to DISTRICT, as set forth in greater detail herein.

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.

- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the **groundwater sustainability plan preparation** profession and that CONSULTANT is the **engineer/scientist/hydrogeologist/engineering geologist** in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.

- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1 For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONSULTANT actual costs incurred, subject to a Maximum Cost Ceiling of **\$(dollars)**, plus a Professional Fee (prorata dollar profit). The Professional Fee shall be subject to a Professional Fee Ceiling of **\$(dollars)**. Total compensation under the Agreement shall not exceed a Maximum Agreement Ceiling of **\$(dollars)**. Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2 In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify

DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1 This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.
- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.
- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates ***Kenneth K. Minn*** as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.

7.2 Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT.

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

7.3 Workers Compensation Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, Workers Compensation Insurance, for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

7.4 Commercial General Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-

insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

The amounts of insurance coverages shall not be less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability with \$2,000,000/Occurrence, and with a three year tail if written on a claims-made basis for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

7.5 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with \$2,000,000 limits per occurrence, and with a three year tail if written on a claims-made basis. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

ARTICLE 8 - NOTICES

Any notice which DISTRICT may desire or is required at any time to give or serve CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to:

(consulting firm's name)

(address)

Attention: ***(contact, usually the consultant's project manager),***

or at such other address as shall have been last furnished in writing by CONSULTANT to DISTRICT.

Any notice which CONSULTANT may desire or is required at any time to give or serve upon DISTRICT may be delivered personally at EBMUD, 375 - 11th Street, Oakland, CA 94607-4240, or be sent by United States mail, postage prepaid, addressed to:

Director of ***(Wastewater Department or Engineering and Construction Department)***

P.O. Box 24055

Oakland, CA 94623-1055

or at such other address as shall have been last furnished in writing by DISTRICT to CONSULTANT.

Such personal delivery or mailing in such manner shall constitute a good, sufficient and lawful notice and service thereof in all such cases.

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any

part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.

ARTICLE 10 - TERM

Unless terminated pursuant to Article 4 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date _____
(Name),
(Insert title - Director of Engineering and Construction or Manager of Support Services)

Approved As To Form

By: _____
for the Office of the General Counsel

(CONSULTING FIRM'S NAME, ALL CAPS & BOLD)

By: _____ Date _____
(Name),
(Title)

EXHIBIT A

East Bay Municipal Utility District *East Bay Plain Subbasin Groundwater Sustainability Plan Development*

SCOPE OF SERVICES

INTRODUCTION

East Bay Plain Subbasin (Basin No. 2-009.04) is one of four subbasins that comprise the larger Santa Clara groundwater basin. The Subbasin is overlaid by the East Bay Municipal Utility District (EBMUD) service area and the City of Hayward (Hayward). It is bound by the Hayward Fault Zone in the east and the San Francisco Bay in the north and the west. In the south, it is located adjacent to the Nile Cones Subbasin (Basin No. 2-009.01). EBMUD and the City of Hayward (Hayward) are the exclusive Groundwater Sustainability Agencies (GSAs) covering the entire East Bay Plain Subbasin (Subbasin) for their respective service and jurisdictional areas. Figure 1 shows the portions of the East Bay Plain Subbasin covered by EBMUD and the City of Hayward as the exclusive GSAs.

On November 6, 2017, EBMUD and Hayward filed a notification of intent to collaboratively develop a single Groundwater Sustainability Plan (GSP) for the entire Subbasin. As such, EBMUD and Hayward will jointly manage and make decisions for the GSP development, including this RFP and contract management.

PROJECT SUMMARY

This Request for Proposal (RFP) is to develop a GSP in compliance with the Sustainable Groundwater Management Act (SGMA) for the entire East Bay Plain Subbasin using the best available science. The East Bay Plain Subbasin is currently ranked as a medium-priority groundwater basin making it mandatory for the basin to be managed under a GSP by January 31, 2022. On May 18, 2018 the Department of Water Resources released a draft reprioritization of groundwater basins that would re-classify the East Bay Plain Subbasin as a very low-priority basin, making preparation of a GSP a voluntary, rather than a mandatory requirement. The GSAs are still reviewing the data DWR used for re-ranking the East Bay Plain Subbasin to ensure that it represents the most accurate and up to date information available for the basin. However, the GSAs' are committed to ensuring long-term sustainable management and protection of the East Bay Plain Subbasin and the current plan is to move forward with preparation of a GSP with grant funding from DWR, regardless of whether it is a voluntary or mandatory requirement.

The GSP development will include conducting hydrogeologic investigations, preparing an accurate hydrogeologic conceptual model and developing a robust groundwater model for the entire Subbasin. The GSP prepared under this RFP must comply with SGMA and the GSP regulations. The Consultant shall also utilize DWR's Best Management Practices (BMPs) and Guidance Documents, including the *Groundwater Preparation Checklist for GSP Submittal*

Guidance Document, to prepare the GSP. As appropriate, the Consultant may also utilize other guidance documents, such as the Nature Conservancy's guide on Groundwater Dependent Ecosystem. The draft GSP will be released for public comment prior to adoption by the GSAs. After adoption, the GSP will be submitted to DWR for public review and approval by DWR. The Consultant shall be responsible for addressing and incorporating DWR comments into the GSP. The project will be complete when DWR approves the GSP.

SCOPE OF WORK

Task 1.0 Stakeholders' Communication and Engagement (C&E) Support

SGMA and GSP regulations (Reg. § 354.10) require public notification and communication at particular instances as well as throughout the GSP development process. In accordance with the GSP regulations, EBMUD and Hayward developed and are currently implementing the East Bay Plain Subbasin Stakeholder Communication and Engagement (C&E) Plan, which describes the GSAs' joint decision making process and outlines a roadmap to meet SGMA's stakeholder engagement requirements. The GSAs will use the C&E Plan to engage with and gather input from various stakeholders. GSAs' Technical Team will work with CONSULTANT to consider input from the stakeholders in making key decisions in the GSP development process.

CONSULTANT will support the C&E process by participating in meetings of the Technical Advisory Committee (TAC), Interbasin Working Group and general stakeholders. It is anticipated that the TAC will meet approximately every other month. CONSULTANT may also be requested to participate in general stakeholders meetings and Interbasin Working Group meetings, which are expected to be scheduled every six months in alternating quarters.

C&E associated tasks for CONSULTANT may include preparing presentations, status updates, and responses to issues or concerns raised by stakeholders.

Deliverables:

- *Progress update presentations*
- *Responses to stakeholder issues and concerns*

Task 2.0 Project Management and Grant Reporting

The GSAs' project managers for the East Bay Plain Subbasin GSP will manage the overall GSP development project including resources, consulting contracts, task completion, budget and schedule and grant reporting. Each GSA will appoint a Project Manager to coordinate with the consultant.

The principal consulting firm will be solely responsible for coordinating closely with GSAs and managing its consulting teams, including its sub-consultants, specialists, contractors and supporting entities, to meet the project schedule and produce deliverables as per the consulting contract. CONSULTANT shall prepare initial project schedules for consulting services. This schedule will incorporate GSA's C&E activities and an overall project schedule and shall include milestones for deliverables.

The CONSULTANT shall track contract budget and schedule to update the GSAs' Technical Team on a monthly basis. The updates must show itemized tasks, budget allocation, percent completion and remaining budget balance.

As per DWR's grant agreement, EBMUD, the guarantee, is required to submit quarterly progress reports, groundwater level data, groundwater quality data, any requested information & data and a final grant completion report via DWR's Grant Review and Tracking System (GRanTs). The progress reports will provide a brief description of the work performed, grantee activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under the grant agreement during the reporting period. The anticipated due date for the first report is the 4th quarter of 2018, with future reports then due on successive three-month increments.

Under this task, CONSULTANT shall provide requested information in a form that can be incorporated into the quarterly reports to be prepared by EBMUD such as the formats described in the applicable portion of Exhibit F and Exhibit G of DWR's standard grant agreement. When invoicing for rendered services, CONSULTANT shall prepare invoices by identifying completed tasks as per the work plan listed in the GSAs' Prop 1 GSP grant proposal.

Deliverables:

- *Monthly invoices and information for progress reports*
- *Information for Quarterly grant reports*
- *Data sets*
- *Information for Grant completion report*

Task 3.0 Development of Governance Structure

This information is presented for the CONSULTANT'S information only. No services consultant services are required to address Task 3.0. On June 25, 2018, the EBMUD and Hayward GSAs entered into a cooperating agreement outlining a governance structure for GSP development including decision making processes, dispute resolution, cost sharing and funding to develop the GSP. A copy of the cooperating agreement is available upon request.

As per the cooperating agreement, the key decisions for the GSP development will be made by consensus between EBMUD and the City of Hayward; and CONSULTANT shall be required to coordinate with and answer to both GSAs as necessary.

Task 4.0 Develop the East Bay Plain Groundwater Model (EBPGM)

Under this task, CONSULTANT shall develop the EBPGM. The EBPGM will be a transient model which simulates historical conditions through the present. Initial model parameters will be selected based on review and analysis of existing data in the southern portion of the Subbasin, and new data collected as part of this GSP effort mainly in the northern portion of the Subbasin.

Subtask 4.1 Data Syntheses and Analysis

The objective of this task is to collect and review all available data that will be needed to develop an integrated hydrologic model (groundwater model) for the East Bay Plain Subbasin. As part of this task, previous geologic and hydrologic work that has been performed in the Subbasin will be compiled and integrated. The majority of the work done to date in the Subbasin focuses on the southern area and includes:

- Lithologic and geophysical well logs
- Aquifer properties derived from long-term pump tests
- Seismic refraction surveys, fault locations and faulting impacts on groundwater hydrology
- Precipitation, evapotranspiration, soil classification, and land use
- Groundwater pumping records, surface and recycled water deliveries
- Groundwater levels, land subsidence, and water quality
- USGS Research papers
- AB 3030 South East Bay Plain Groundwater Management Plan (GMP), and
- Environmental documents

The complete list of reports and data source available for reference is included in Attachment 1. In addition, ModFlow model files used for the GMP will be available upon request.

Although preliminary hydrogeologic investigations were completed, more investigation and research will be necessary to better characterize the northern portion of the Subbasin. Therefore, this task will involve coordination with various stakeholders and research institutions such as USGS and Lawrence Berkeley National Laboratory to obtain published and unpublished data sets for the basin. Through this process of compiling, synthesizing and analyzing both new and existing data, CONSULTANT shall identify data gaps and make recommendations of project concepts to fill the data gaps as optional services. CONSULTANT shall account for the data gaps in uncertainty analyses of the groundwater model results and sustainable yield estimate.

Deliverables:

- *Technical memorandum summarizing data syntheses and analyses, including identification of data gaps*

Subtask 4.2 Hydrogeologic Conceptual Model (HCM) Development

Under this task, CONSULTANT shall prepare a descriptive hydrogeologic conceptual model of the Subbasin based on completed and concurrent technical studies as listed under Subtask 4.1 and qualified maps that characterize the physical components and interaction of the surface water and groundwater systems in the Subbasin. The HCM shall represent the subbasin's the groundwater flow system and detail all the water budget components (or stresses) in the Subbasin.

The new and relevant information obtained from Subtask 4.1 shall be integrated into current knowledge of Subbasin's hydrologic features and findings from completed studies and investigations by EBMUD, Hayward, USGS, and others. From this information, the HCM of the entire Subbasin is to be developed in accordance with Reg. § 354.14.

This task shall include a graphical and narrative description of the HCM based on technical studies and qualified maps that characterize the physical components and interaction of the surface water and groundwater systems in the Subbasin. This task also shall include the regional geologic and structural setting of the Subbasin including the immediate surrounding area, Subbasin boundaries and major geologic features that significantly affect groundwater flow, the definable bottom of the basin, and principal aquifers and aquitards.

The graphical description shall include the physical components of the basin complete with sufficient numbers of scaled cross-sections and transects, map(s) of physical characteristics, topographic maps, surficial geology, soil characteristics, delineation of existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas and discharge areas, surface water bodies, and source and point of delivery for local and imported water supplies

Also under this task, a 3D geologic framework will be rendered to delineate the stratigraphy and connectivity of each geologic layer in the Subbasin. The geologic framework development will utilize collected data as well as previous geologic investigations in the Subbasin. The geologic model will be constructed based on the geologic framework so that it can easily be incorporated into and define the aquifer properties of the integrated HCM. Importantly, interbasin hydraulic connectivity between East Bay Plain and Nile Cones Subbasin must be conceptualized using latest available information including USGS research papers.

Deliverables:

- *A conceptual hydrogeologic model showing high-level representation of the groundwater flow system. The conceptual model will include all of the water budget components (or stresses) and a 3D geologic framework model that will define the stratigraphy and connectivity of each geologic layer in the Subbasin.*

Subtask 4.3 Groundwater Model Objectives and Selection

Under this task the objectives and purpose of the groundwater model will be established. These objectives will be used to evaluate and select an appropriate model that will best quantify the water budget, determine the sustainable yield, and evaluate the sustainability indicators in the Subbasin.

At a minimum, the selected model shall be capable of simulating surface water/groundwater interaction, areal recharge, variable-density groundwater flow and transport to analyze seawater intrusion, multi-aquifer screened wells, water budget, storage capacity, and safe yield. The model shall also be capable of generating output files and/or other derivatives to be used for other application such as contaminant transport and water quality analyses. Model's

input and output files should be convertible to run on commonly used groundwater modeling applications.

Deliverables:

- *Technical memorandum establishing the model's purpose and objectives, evaluating model selection criteria, and recommending the appropriate model*

Subtask 4.4 Construct, Calibrate, Validate and Perform Uncertainty Analysis of East Bay Plain Groundwater Model (EBPGM)

Once the data gap assessment, HCM development, and groundwater model code selection processes are complete, the results of these tasks will be used to construct the groundwater model for the Subbasin. CONSULTANT shall construct, calibrate, and validate the EBPGM to be used as a key analytical tool to develop the sustainable management criteria, water budget, and safe yield. Available data and basin characteristics, including findings from completed technical reports are expected to be integrated as appropriate. EBPGM shall be a transient model that is capable of simulating historical conditions through the present.

GSAs may propose management areas based on basin management objectives and jurisdictional areas. CONSULTANT shall also recommend management areas for technical reasons as necessary. The model set-up, such as grid sizes, parameter selection, and Subbasin hydrogeological characteristics, shall reflect the objectives of each management area.

After initial construction, the model shall be calibrated by adjusting the model parameters so the model outputs reflect historical observation data. If sufficient data are available, the results of the calibrated model must be validated against existing data to determine the uncertainty in the model calibration. CONSULTANT may use PEST or a similar model calibrating software to assist with the calibration process and quantify the uncertainty in the estimated parameter values.

Deliverables:

- *An integrated and validated transient groundwater flow based model that simulates historical conditions through the present and is capable of analyzing surface water - groundwater interaction*

Subtask 4.5 Develop and Analyze Baseline Scenario and Alternative Management Scenarios

For this task, CONSULTANT shall develop a baseline model that can be used to forecast future hydrologic conditions in the Subbasin. This includes recording current and future planned groundwater uses for groundwater demand analysis. Scenarios will be developed to simulate proposed water management actions, current and future groundwater resources development in the Subbasin focusing on the potential impacts these actions may have on the six undesirable results defined under SGMA. Model outputs from these scenarios will be compared to the baseline to evaluate the hydrologic effects of the proposed water management and

groundwater resources development plans. Based on this analysis, CONSULTANT shall recommend sustainable management actions to GSAs (see Task 5.2).

Deliverables:

- *Tabulated comparisons of model output from the scenarios and the baseline to evaluate the hydrologic effects of the proposed water management actions*

Subtask 4.6 Document and Archive EBPGM

Upon completion of the modeling work, CONSULTANT shall document the EBPGM development and results in a technical memorandum under this task. The model files for the calibrated model and for each model scenario developed for the GSP will be archived and copied onto a portable storage device and provided to GSAs.

Deliverables:

- *Model files and technical memorandum documenting model development and runs*

Task 5.0 Preparation of the East Bay Plain Subbasin GSP

Under this task, CONSULTANT shall prepare the draft Groundwater Sustainability Plan for entire East Bay Plain Subbasin in compliance with SGMA and the GSP regulations, using the best available science, and incorporating information developed under Task 4. The GSAs desire to provide review and comment on draft sections of the GSP as it is developed. Prior to beginning work on preparing the GSP, CONSULTANT shall develop an outline of the GSP for review and approval by the GSAs. The format of the GSP should generally follow *DWR's Groundwater Preparation Checklist for GSP Submittal Guidance Document*, to ensure that the GSP includes all information required for a GSP.

Deliverables:

- *GSP outline*

Subtask 5.1 General Information, Plan Area and Subbasin Setting, Stakeholder C&E, and Monitoring

Under this task, CONSULTANT will document general information, the hydrogeologic setting of the Subbasin, and the stakeholder C&E efforts conducted during the GSP development process. General information shall include descriptions of the entire Subbasin and the GSP coverage area, as defined by the exclusive GSAs' jurisdictional areas, information about the GSAs, organization and management structure of the GSAs, and legal authority. This information must be supported by appropriate maps such as GSAs' coverage area completing, jurisdictional boundaries of Federal, State, and tribal land, existing land use designations, density of wells per square mile, the geological map of the Subbasin, a topographic contour map showing known fault zones, and surface water features shall be included. CONSULTANT shall use DWR guidance and BMPs as appropriate

For the Subbasin setting, CONSULTANT shall discuss the conceptual hydrogeologic model from Subtask 4.2, historical and current groundwater conditions, water budget, and sustainable yield. A key objective of this task is determining the baseline condition for SGMA's sustainable management criteria development based on thorough understanding of the historical groundwater condition of the Subbasin including data from January 1, 2015. The Subbasin setting shall be described in terms of:

- Groundwater elevation data - Generate temporal and spatial data series for representative monitoring sites for each aquifer units of the entire Subbasin using available historical, current data and model predictions.
- Estimate of groundwater storage – Use groundwater model to estimate the storage capacity
- Water Budget – Use historical, current and projected groundwater use to prepare water budgets to estimate future conditions of supply, demand and aquifer response. Projected water budgets shall be prepared to estimate future conditions of supply, demand, and aquifer response to plan implementation, and to identify the uncertainties of these projected water budget components. More specifically, local groundwater users' projected groundwater use, land use planning, planned conjunctive use projects, groundwater augmentation and planned emergency and/or drought water supply projects shall be accounted for and discussed.
- Seawater intrusion conditions - Investigate potential seawater intrusion conditions, identify data gaps and propose management actions for future GSP updates for each principal aquifer for the most vulnerable part of the Subbasin, identify data gaps, and propose management actions for future GSP updates as necessary. It should be noted that seawater intrusion conditions in shallow, intermediate, and deep aquifer units must be differentiated from historical chloride concentrations in perched water table of the Subbasin.
- Groundwater quality issues: Use applicable information and data from available databases to analyze groundwater quality issues that may affect the supply and beneficial uses of groundwater, including a description and a map showing locations of known groundwater contamination sites and plumes and propose management actions required to meet sustainability goals.
- Land subsidence conditions - Analyze land subsidence conditions using available data, published information, and research information including data from the subsidence monitoring facility (extensometer), developed by USGS and EBMUD, to monitor elastic and inelastic vertical deformation of the area near EBMUD's Bayside Groundwater Facilities.
- Identification of interconnected surface water systems and Groundwater-dependent ecosystems: The Nature Conservancy published a guide on Groundwater Dependent

Ecosystem for preparing a GSP in January 2018. This guide should be used as appropriate in developing this section.

Deliverables:

- *Applicable GSP Sections*

Subtask 5.2 Sustainable Management Criteria and Management Actions

This task is to develop sustainable management criteria that will be based on the technical work, GSAs' management objectives and stakeholder input. SGMA allows local entities to determine what constitutes "significant and unreasonable" undesirable effects in each basin. CONSULTANT shall work with the GSAs' Technical Team to develop sustainable management criteria, sustainability goals, undesirable results, minimum thresholds and measurable objectives. Measurable objectives shall provide a reasonable margin of operational flexibility, taking into consideration historical water budgets, seasonal and long-term trends, periods of drought, and existing and planned conjunctive use projects such as Bayside and Hayward's emergency wells.

CONSULTANT shall prepare relevant sections of GSP to describe and quantify the sustainability goals/indicators and associated minimum thresholds factored by reasonable margins of safety for each goal. Measurable objectives to evaluate meeting interim milestones will also be described.

Under this task, CONSULTANT shall analyze and recommend management area designations. Management areas may be designated based on beneficial uses, water quality objectives, jurisdictional boundaries, and/or other criteria set by GSAs. For each management area approved by the GSAs, CONSULTANT shall prepare descriptions and sustainable management criteria specific to the management area, consistent with SGMA and GSP regulations.

After developing the sustainable management criteria for the Subbasin, CONSULTANT shall develop and recommend project alternatives and management actions required to achieve the sustainability goals for the Subbasin. These projects and actions shall be developed in a phased approach along with alternative options. Once GSAs have determined a suite of projects and management actions, CONSULTANT shall describe these projects and management actions for the Subbasin in relevant sections of the GSP. Management actions may include:

- Assessing current Subbasin water quality and developing groundwater quality management actions
- Identifying existing hazardous waste and substances from sites such as EnviroStor, GeoTracker, Enviromapper, Cleanups in My Community, and DWR's Water Data Library and developing management strategies
- Updating well inventory and developing a database
- Preventing or minimizing groundwater quality degradation through actions such as identifying wellhead protection areas and measures

- Integrating the existing South East Bay Plain Subbasin Subsidence Monitoring Program into a Subbasin-wide program
- Expanding existing Bayside Project monitoring and CASGEM monitoring programs into a Subbasin-wide groundwater elevation and water quality monitoring program
- Filling data gaps in areas including groundwater elevation data, water quality sampling, seawater intrusion control, and subsidence monitoring reference elevation datum
- Assessing existing saltwater intrusion, monitoring, and control
- Well abandonment and well destruction program
- Replenishment of groundwater extractions
- Planning for existing and future conjunctive use and underground storage
- Well construction policies and permitting standards
- Groundwater contamination cleanup, recharge, diversions to storage, conservation, water recycling, conveyance, and extraction projects
- Efficient water management practices
- Relationships with state and federal regulatory agencies
- Land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity
- Addressing potential impacts on groundwater dependent ecosystems

These existing monitoring programs will be integrated into proposed water resources monitoring and management programs. This section should also summarize coordination with counties and cities on well permitting within the basin, local well ordinances and relevant codes and policies.

Deliverables:

- *Applicable GSP Sections*

Subtask 5.3 Monitoring Network

This task is to design and describe the monitoring programs, monitoring protocols standards, design considerations and justifications, and data gaps in compliance with GSP regulations.

EBMUD has developed and been operating Bayside Groundwater Monitoring network, CASGEM monitoring program for the Subbasin, and Bayside Subsidence Monitoring Program in collaboration with USGS. The City of Hayward monitors water levels in its emergency supply wells. These existing monitoring programs need be integrated into the Subbasin-wide monitoring programs developed under this RFP.

CONSULTANT shall describe monitoring network objectives, including how the network will be developed and implemented to monitor groundwater and related surface conditions and interconnection of surface water and groundwater if applicable. The monitoring network must be designed to collect sufficient data to demonstrate short-term, seasonal, and long-term

groundwater level trends and related surface conditions, and yield representative information about groundwater conditions as necessary to evaluate GSP implementation.

The monitoring network shall be designed to ensure adequate coverage of applicable sustainability indicators. For each management area, the quantity and density of monitoring sites in specific area shall be sufficient to evaluate conditions of the basin setting and sustainable management criteria specific to that area.

This discussion shall also outline how GSAs can review and evaluate effectiveness of the monitoring network, how to modify monitoring frequency and density, and how to identify and fill the data gaps in a phase approach.

Subtask 5.4 GSP Implementation Plan

CONSULTANT shall develop a project implementation plan for the management actions, complete with scope of work, cost estimate, implementation schedule over a 20-year planning period, periodic evaluation, and reporting for each project or study.

Cost information will include estimates annual GSP implementation costs shown as capital cost and operating costs based on life cycles of necessary infrastructure. For example, monitoring network development will include land acquisition cost (if necessary), planning costs, design costs, permitting cost, monitoring well drilling costs, instrumentation costs, operating costs including labor costs, replacement costs for instruments and monitoring wells.

Deliverables:

- *A work plan to implement the management actions including descriptions of projects, schedules, costs, and reporting*

Subtask 5.5 Prepare and Finalize the GSP

This task is to compile the draft GSP sections into a single report, perform final quality assurance/quality control assessment of data accuracy and interpretation, organization of the GSP, consistency, correctness, and need to incorporate editorial changes. The draft GSP will be released for public comment prior to adoption by the GSA's governing bodies. The GSP will then be submitted to DWR, where it will be posted for an additional 60-day public review period. After that time, DWR has up to two years to approve. All references, citations, and studies as well as documents for appendices will be compiled and documented.

Deliverables:

- *Draft GSP*
- *Final GSP for Adoption and Submittal to DWR*

Task 6.0 Optional Services

At the request of the GSAs, optional services may be authorized as part of the development of the GSP and should be included in the Consultant's proposal.

Subtask 6.1 Salt and Nutrient Management Plan

The GSAs have existing and planned recycled water projects which deliver recycled water for irrigation over portions of the East Bay Plain Subbasin. The State Water Resources Control Board (SWRCB) is currently in the process of amending the Recycled Water Policy ([Proposed Amendment](#)), which includes requirements for addressing the management of salts and nutrients. The Proposed Amendment requires Regional Water Boards to evaluate and prioritize groundwater basins for salt and nutrient management plan (SNMP) development based on the GAMA or CASGEM system, or other region-specific factors. The East Bay Plain Subbasin is currently ranked as a priority basin under the GAMA system for development of a SNMP.

The SWRCB recognizes the overlap between SNMP and GSP requirements. The Proposed Amendment allows for GSPs developed pursuant to SGMA to be found functionally equivalent to a SNMP (Section 6.2.1.4). At the request of the GSAs, Consultant shall incorporate added information and analyses into the GSP to meet the SNMP requirements of the Recycled Water Policy, which is anticipated to be finalized in late 2018. Components of the SNMP that are anticipated to be required include:

- Basin-wide monitoring program
- Provision for monitoring of CECs
- Goals for recycled water use and stormwater recharge
- Estimates of loading from identified sources of salts and nutrients and the assimilative capacity of the basin
- An antidegradation analysis of recycled water projects in the basin to satisfy the requirements of State Water Board Resolution No. 68-16

Subtask 6.2 Environmental Compliance and Permitting

While preparation of a GSP is itself exempt from CEQA as per §10728.6 of SGMA, the GSP development could include tasks and management actions that may trigger environmental documentation processes and/or permitting including but not limited to well drilling permits. The GSAs intend to fully comply with environmental regulations including CEQA and permitting requirements during GSP development and the implementation of the GSP. Should it become necessary and upon GSAs' prior written authorization for optional services, CONSULTANT shall obtain any necessary permits such as well drilling permits for exploratory boreholes and monitoring wells, and also conduct necessary environmental documentation processes for GSP preparation.

Subtask 6.3 Data Management System (DMS)

CONSULTANT shall develop a Technical Memo regarding a Data Management System designed to maintain a database, allow queries, analyze the data, and generate data analysis reports. At a minimum, the Technical Memo should describe data management needs, options, evaluation criteria, and long-term costs. A typical DMS should include the following features but not limited to:

- a web-based user interface
- built-in GIS set up to locate data points and geographical references
- levels of privileges for administrators and various users
- cloud data storage with multiple back-ups
- capability to link with modeling platform for model input or output datasets
- customizable off-the-shelf application and NOT be a proprietary application

I. PROJECT DELIVERABLES

The Project deliverables are outlined in the following table:

Task	General Description	Deliverables
1.0	<i>Stakeholders' Communication and Engagement (C&E) Support</i>	<ul style="list-style-type: none"> • <i>Progress update presentations</i> • <i>Work products</i>
2.0	<i>Project Management and Grant Reporting</i>	<ul style="list-style-type: none"> • <i>Quarterly grant reports</i> • <i>Data sets</i> • <i>Grant completion report</i> • <i>Invoices</i>
4.1	<i>Data Syntheses and Analysis</i>	<ul style="list-style-type: none"> • <i>Technical memorandum summarizing data syntheses and analysis including identification of data gaps</i>
4.2	<i>Hydrogeologic Conceptual Model (HCM) Development</i>	<ul style="list-style-type: none"> • <i>A conceptual hydrologic model showing high-level representation of the groundwater flow system. The conceptual model will include all of the water budget components (or stresses) and a 3D geologic framework model that will define the stratigraphy and connectivity of each geologic layer in the Subbasin.</i>
4.3	<i>Groundwater Model Objectives and Selection</i>	<ul style="list-style-type: none"> • <i>Technical memorandum establishing the model's purpose and objectives, evaluating model selection criteria, and recommending the appropriate model</i>
4.4	<i>Construct, Calibrate, Validate and Perform Uncertainty Analysis of East Bay Plain Groundwater Model (EBPGM)</i>	<ul style="list-style-type: none"> • <i>A validated transient model that simulates historical conditions through the present</i>
4.5	<i>Develop and Analyze Baseline Scenario and Alternative Management Scenarios</i>	<ul style="list-style-type: none"> • <i>A Tabulated comparisons of model output from the scenarios and the baseline to evaluate the hydrologic effects of the proposed water management actions</i>

4.6	Document and Archive EBPGM	<ul style="list-style-type: none"> • <i>Model files and technical memorandum documenting model development and runs</i>
5.1	General Information, Plan Area and Subbasin Setting, Stakeholder C&E, and Monitoring	<ul style="list-style-type: none"> • <i>Applicable GSP Sections</i>
5.2	Sustainable Management Criteria and Management Actions	<ul style="list-style-type: none"> • <i>Applicable GSP Sections</i>
5.3	Monitoring Network	<ul style="list-style-type: none"> • <i>Applicable GSP Sections</i>
5.4	GSP Implementation Plan	<ul style="list-style-type: none"> • <i>A work plan to implement the management actions including descriptions of projects, schedules, costs, and reporting</i>
5.5	Review of draft GSP and Finalizing the GSP	<ul style="list-style-type: none"> • <i>Draft GSP</i> • <i>Final GSP</i>
6.1	Optional Service – Salt and Nutrient Management Plan	<ul style="list-style-type: none"> • <i>Applicable GSP Section</i>
6.2	Optional Service – Environmental Compliance and Permitting	<ul style="list-style-type: none"> • <i>Permits and environmental documentation as necessary</i>
6.3	Optional Service – Data Management System	<ul style="list-style-type: none"> • <i>Technical Memorandum describing data management needs, options, evaluation criteria and costs</i>

THIS PAGE INTENTIONALLY LEFT BLANK

II. PROJECT SCHEDULE

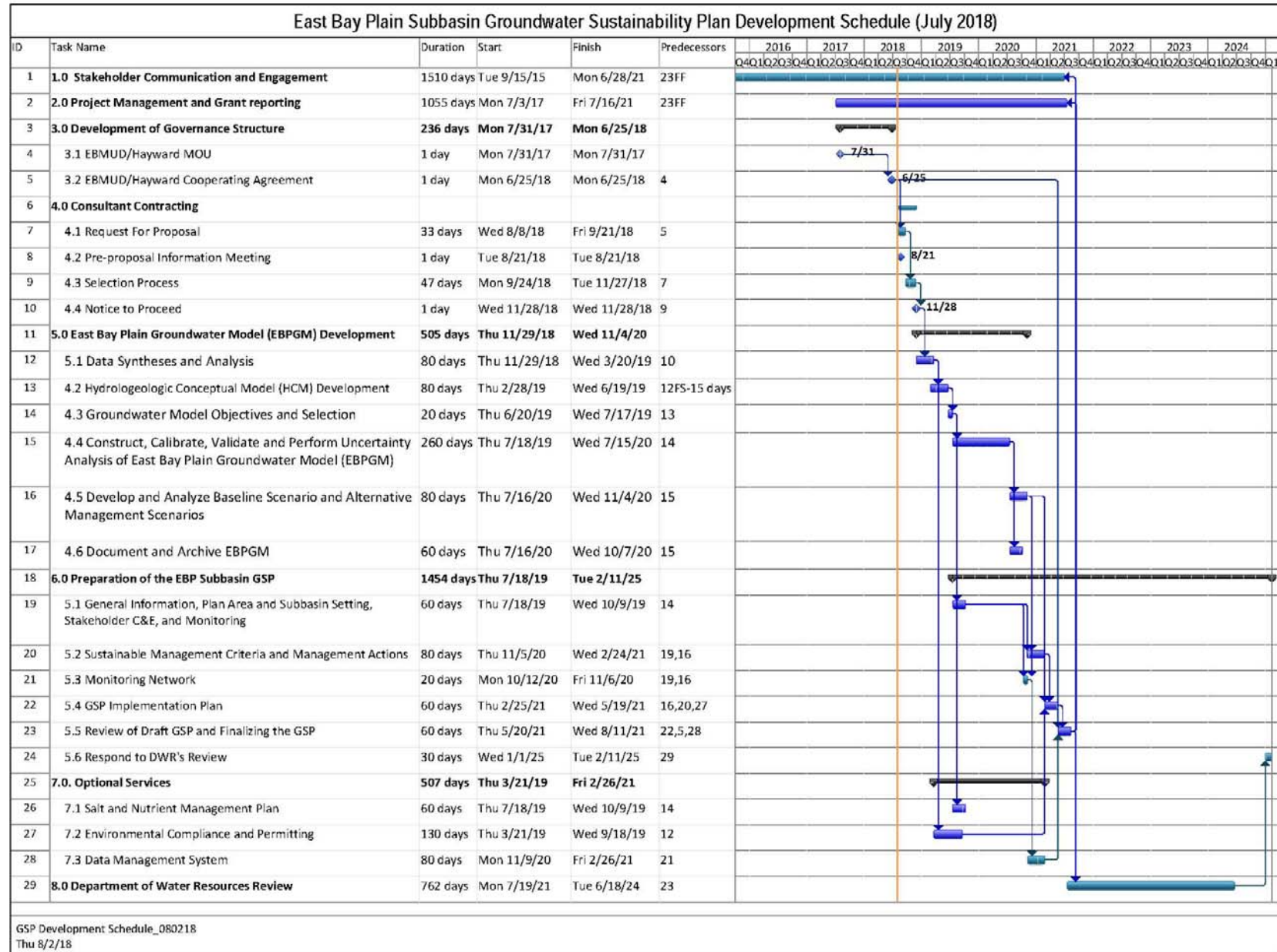


EXHIBIT B

East Bay Municipal Utility District (Project Title)

COMPENSATION

Compensation for services provided in Exhibit A, SCOPE OF SERVICES, shall be in accordance with the methods and specific amounts described in this Exhibit.

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the agreed cost ceiling. CONSULTANT certifies that the cost and pricing information used herein are complete, current and accurate. CONSULTANT acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONSULTANT services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and a Professional Fee. Costs to be paid comprise the following:

2.1 Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the actual hourly rate for such employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor costs for principals shall be based upon the actual hourly rate of pay for those individuals. Labor rates shall be based on a normal 8-hour day, 40-hour week. DISTRICT will pay all personnel at their regular rate including any work performed on overtime or on holidays or weekends.

2.2 Indirect Costs

DISTRICT shall pay CONSULTANT an overhead expense equal to **(insert overhead rate)** percent of labor costs incurred by CONSULTANT. CONSULTANT acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.

- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

Subconsultant services shall be billed at cost (plus a ***(insert rate)*** percent markup).

2.4. Other Direct Costs

Other Direct Costs shall be approved by DISTRICT in advance in writing, and shall be billed at cost, without markup. These costs include, but are not limited to the following:

- 2.4.1. Automobile expenses at ***(insert rate)*** cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
- 2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:

- Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
- Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.
- Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
- Lodging accommodations are moderately priced.
- Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.)
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5 Professional Fee

As a portion of the total compensation to be paid to CONSULTANT, DISTRICT shall pay the Professional Fee, subject to the agreed Professional Fee Ceiling of **\$(dollars)** as specified in Exhibit B-1, as profit for services rendered by CONSULTANT covered by this Agreement. CONSULTANT shall earn the Professional Fee based on a **(insert rate)** percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

	• Contracted <u>Services</u>	• Optional <u>Services</u>	• Maximum <u>Services*</u>
Cost Ceiling	\$(dollars)	\$(dollars)	\$(dollars)
Professional Fee Ceiling	(dollars)	(dollars)	(dollars)
Agreement Ceiling	(dollars)	(dollars)	(dollars)

**** (Maximum Services is the sum of Contracted and Optional Services. If your scope has no Optional Services, delete the Contracted and Optional Services columns.)***

The Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Exhibit B-1 and Exhibit B-2. Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and Professional Fee, shall be payable up to the Agreement Ceiling as specified herein.

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached.

(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. ")

DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")***

A ceiling price is in effect for the entire Scope of Services. If the authorized Agreement Ceiling, including the authorized Professional Fee Ceiling, is reached, CONSULTANT shall complete the agreed-upon work for the authorized Agreement Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from the DISTRICT Project Manager in such a manner so as not to exceed the Agreement ceiling price. In no event shall the Cost Ceiling of the Agreement or the Professional Fee Ceiling be increased unless there is a written amendment of this Agreement.

2.8 Budget Status Reports

For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with ***("bi-weekly" or "monthly" depending on duration of project)*** budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project

(prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subconsultant time sheets up to a date within 3 weeks of the date of the budget status report.

- 2.9. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. ***(Optional Insert – include this paragraph 2.9 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)***
- 2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- 2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for

the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.
- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
- 2.9.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- 2.9.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

THIS PAGE INTENTIONALLY LEFT BLANK

(Note: this table is prepared by the consultant. The following is provided to show format.)

EXHIBIT B-1

East Bay Municipal Utility District

(Project Title)

COST DISTRIBUTION

[illegible]

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

(***) (***) (***) (***) (***) (***)

II. Optional Services

Task 3:

Task 4:

Subtotal II.

(***) (***) (***) (***) (***) (***)

TOTAL Agreement (Total of Subtotals I. & II.)

* ODCs = Other Direct Costs.

** Professional Fee on consultant Direct Labor& Indirect Costs only. Should not include prime consultant markup on subconsultants.

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

(Note: this table is prepared by the consultant. The following is provided to show format.)

EXHIBIT B-2

**East Bay Municipal Utility District
(Project Title)**

LABOR DISTRIBUTION

	Consultant				Subconsultants							
	Project Manager	Project Engineer	Drafting	Subtotal	Sub. #1			Sub. #2				
					Project Eng.	Assist. Eng.	Subtotal	Project Eng.	Assist. Eng.	Subtotal	Total	
Services(*)												
I. Contracted Services												
Task 1.1:												
Task 1.2:												
Task 2.1:												
Task 2.2:												
Subtotal												
II. Optional Services												
Task 3:												
Task 4:												
Subtotal												
TOTAL												

(Include both consultant and subconsultant hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.)*

EXHIBIT C

East Bay Municipal Utility District (Project Title)

CEP COMPLIANCE

<u>FIRMS UTILIZED</u>	MINIMUM	<u>AMOUNT*</u>	MINIMUM	<u>PERCENT**</u>
<i>(Name of Subconsultant's firm)</i>		<i>\$(dollars)</i>		<i>(1 to 99)</i>
<i>(Name of Subconsultant's firm)</i>		<i>\$(dollars)</i>		<i>(1 to 99)</i>
	TOTAL	<i>\$(dollars)</i>		<i>(1 to 99)</i>

* Does not include consultant's markup. ***(Include this footnote only if your contract includes markup on subconsultants.)***

** Based on a Maximum Services Agreement Ceiling amount of *\$(dollars)*.

THIS PAGE INTENTIONALLY LEFT BLANK

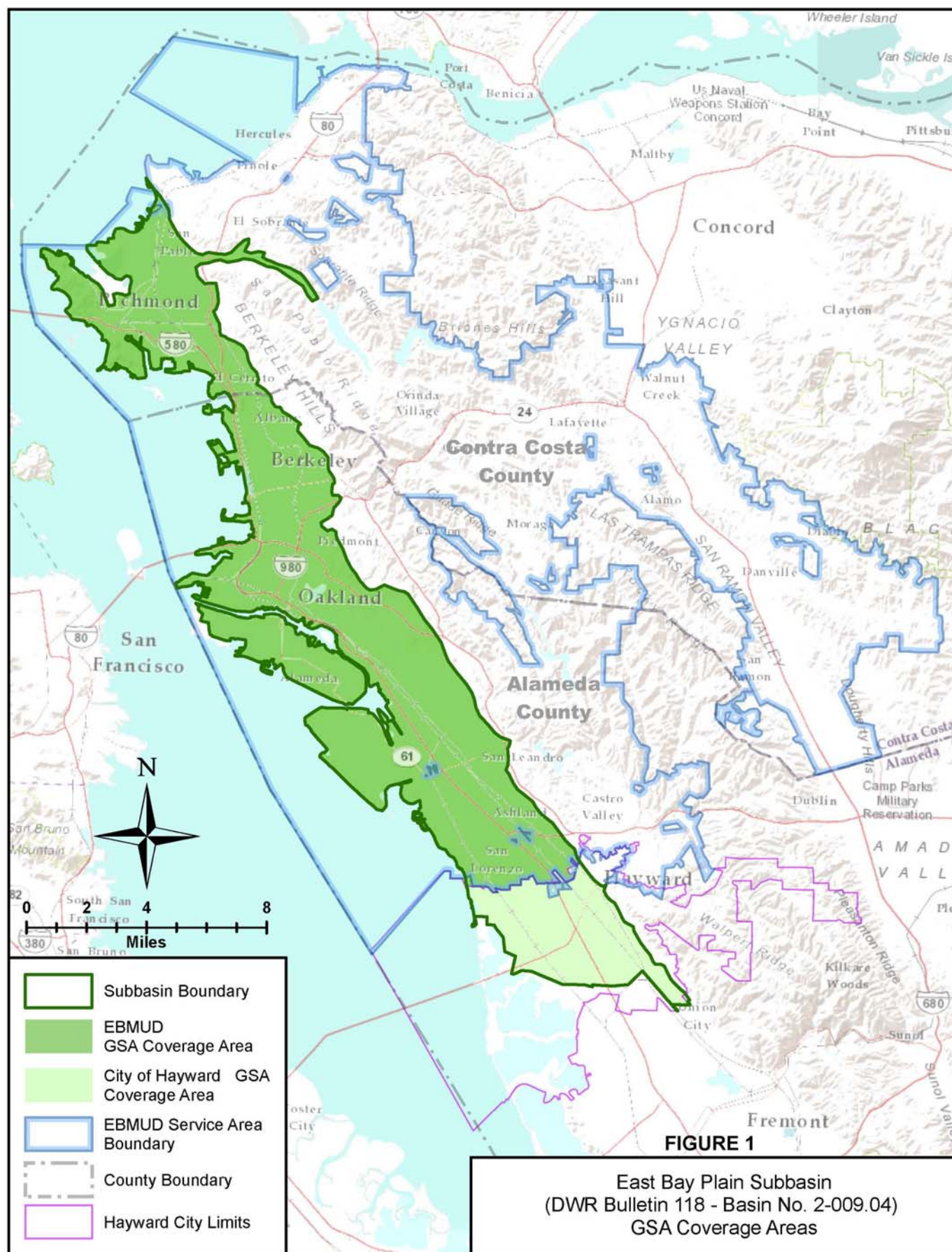
ATTACHMENT 1

THIS PAGE INTENTIONALLY LEFT BLANK

List of References

	Title	Year	Author
1	Groundwater Recharge in the East Bay Plain area, Alameda County, California	Jul-90	Kenneth S. Muir
2	Isostatic Residual Gravity Map of the San Francisco Bay Area	Jan-93	C.W. Roberts and R.C. Jachens
3	Groundwater Storage Capacity of a Portion of the East Bay Plain, Alameda County, California	Jan-94	DWR
4	Late Quaternary Depositional History, Holocene Sea-Level Changes, and Vertical Crustal Movement, Southern San	Jan-97	USGS
5	East Bay Injection Extraction Groundwater Pilot Project Phase II Report	Feb-98	Fugro West, Inc.
6	Groundwater Study and Water Supply History of The East Bay Plain	Jun-98	Norfleet Consultants
7	East Bay Plain Groundwater Basin Beneficial Use Evaluation Report	Jun-99	San Francisco Regional Water Quality Control Board
8	Oakport Groundwater Storage Pilot Project	Jun-99	Fugro
9	Regional Hydrologic Investigation South East Bay Plain	Jan-00	CH2MHILL
10	Nile Cones East Bay Plain IGSM Model	Jan-00	Wprime
11	Hydrogeology and Geochemistry of Aquifers Underlying the San Lorenzo and San Leandro Areas of the East Bay Plain	Jan-03	USGS
12	Gravity and Magnetic Expression of the San Leandro Gabbro with Implication for The Geometry and Evolution of The Hayward Fault	Feb-03	D.A. Ponce et. al
13	East Bay Plain Aquifer Test Project – South East Bay Plain and Niles Cone Groundwater Basins	Apr-03	Luhdorff & Scalamanini
14	DRAFT bayside groundwater project-evaluation of projects effects and mitigation measures TM	Feb-05	CH2MHILL
15	DEIR EBMUD Bayside Groundwater Project	Mar-05	EBMUD

16	FEIR EBMUD Bayside Groundwater Project	Apr-05	EBMUD
17	Subsurface Structure of the East Bay Plain Ground-Water Basin San Francisco Bay to the Hayward Fault	Jan-06	USGS
18	Characterization of Existing Groundwater Quality for Bayside Groundwater Project	Aug-07	Fugro West, Inc.
19	Groundwater quality data in the San Francisco Bay study unit	Jan-09	USGS
20	Status and Understanding of Groundwater Quality in the North San Francisco Bay groundwater basins 2004	Jan-10	USGS
21	DRAFT bayside groundwater project 2010 phase 1 well aquifer test	Jan-11	Fugro West, Inc.
22	The Bayside Groundwater Project, 2010 phase 1 well aquifer test	Sep-11	Fugro
23	south east bay plain basin groundwater management plan 2013	Mar-13	EBMUD
24	south east bay plain basin groundwater management plan appendices and references	Mar-13	EBMUD
25	Lithostratigraphic, borehole-geophysical, hydrogeologic, and hydrochemical data from the East Bay Plain	Jan-15	USGS
26	Hydrogeologic Controls and Geochemical Indicators of Groundwater Movement	Jan-18	USGS



ESD Mapping Services: L:\ArcGIS\ArcGIS Maps\Department_Of_Water_Resources\EBMUD_GSA_Basin_Boundary_ServiceArea.mxd