

REQUEST FOR PROPOSAL (RFP)

for CEQA Documentation for the Miller Road Trench Soil Management Project

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center

CONTACT

Casey J. LeBlanc, Senior Civil Engineer
(510) 287-0567
Casey.LeBlanc@ebmud.com

RESPONSE DUE

November 28, 2023
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Casey J. LeBlanc, EBMUD
Casey.LeBlanc@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for

CEQA Documentation for the Miller Road Trench Soil Management Project

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EXHIBIT E – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

I. STATEMENT OF WORK

A. BACKGROUND

The East Bay Municipal Utility District (EBMUD) generates soil from pipeline construction and repair projects referred to as Trench Soils throughout its service area. Trench Soils are soil (sand, silt, and clay) mixed with asphalt, concrete, rock, and pipe pieces that have been generated and stockpiled by the EBMUD.

The Miller Road Trench Soil Management Project (Project) involves the continued import, temporary storage, and periodic removal of trench soils on EBMUD-owned property at the existing Miller Road site which has been used for stockpiling Trench Soils for approximately 48 years. The Miller Road stockpile site is located approximately two miles north of the intersection of Miller Road and Redwood Road and is situated southeast of EBMUD's Upper San Leandro Reservoir in Castro Valley, Alameda County. For a detailed description of the Project, see Exhibit C - Miller Road Trench Soil Management Project Description.

EBMUD is seeking professional services to prepare the environmental documentation for the Project which includes an Initial Study and a Mitigated Negative Declaration (MND).

B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the general characteristics of the services to be provided. The scope of work is for the preparation of an Initial Study and MND for the Miller Road Trench Soil Management Project pursuant to the California Environmental Quality Act (CEQA). The full scope of work is given in Exhibit E - Consulting and Professional Services Agreement (Exhibit A – Scope of Services).

EBMUD intends to award a one-year contract to the Proposer(s) who best meets the EBMUD's requirements.

C. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have CEQA experience in Alameda County for at least three (3) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

D. SPECIFIC REQUIREMENTS

For the Scope of Services and required deliverables, please refer to Exhibit E: Consulting and Professional Services Agreement (Exhibit A – Scope of Services).

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	October 25, 2023
Proposer Questions Due By	November 8, 2023
Question and Answer Document and Any Addenda Posted By	November 16, 2023
Proposal's Due	November 28, 2023 by 4:00 p.m.
Notice to Proceed Date	March 26, 2024

Note: All dates are subject to change **by EBMUD**.

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.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee 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 EBMUD's opinion, has submitted the RFP response that best serves the overall interests of EBMUD. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. EBMUD 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 EBMUD.
4. 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 EBMUD, 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. Agreement Award. EBMUD 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 EBMUD may require. Award will be made, or proposals rejected by EBMUD 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 may be composed of EBMUD staff and other parties that have expertise or experience in this type of procurement. 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 EBMUD’s requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> • Do the individuals assigned to the project have experience on similar projects? • Are the résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the Project requires? • How extensive are the related education and experience of the members of the Proposer’s team?

B.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the EBMUD’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the EBMUD’s schedule.</p>
C.	<p>References (See Exhibit A – RFP Response Packet): References provided by the Proposers may be contacted before or after the oral presentation and interview.</p>
D.	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
E.	<p>Cost: 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 the following factors:</p> <ul style="list-style-type: none"> • Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?) • Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?) • Affordability (i.e., the ability of EBMUD to finance this project) <p>Consideration of cost in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
F.	<p>Contract Equity Program: 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 five points to their total score.</p>

C. PRICING

1. Prices quoted shall be firm for the first twelve months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.

3. Price quotes shall include any and all payment incentives available to EBMUD.
4. 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.
5. Prevailing Wages:

All Contractors proposing on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

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 of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or EBMUD, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and EBMUD will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, EBMUD will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) workdays after EBMUD issues the Notice of Intent to Award. EBMUD 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 EBMUD, 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 EBMUD within the RFP protest period.

Proposal 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, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, 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 workday time limit. Any proposal protest filed with any other EBMUD office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, 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 workdays from the date which the protest determination was transmitted by EBMUD, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and EBMUD's response. The proposal 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.

EBMUD 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 EBMUD as to the validity of any protest is final. EBMUD's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Following EBMUD's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, EBMUD will render payment within thirty (30) days of receipt of a correct invoice.
2. EBMUD will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, EBMUD purchase order number, invoice number, remit to address, and itemized services description.
4. EBMUD will pay General or Professional Service Provider 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. EBMUD 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: Casey J. LeBlanc, Senior Civil Engineer
EBMUD - Operations and Maintenance Support Department
E-Mail: Casey.LeBlanc@ebmud.com

PHONE: (510) 287-0567

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Casey J. LeBlanc, Senior Civil Engineer

EBMUD - Operations and Maintenance Support Department

E-Mail: Casey.LeBlanc@ebmud.com

PHONE: (510) 287-0567

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to Casey.LeBlanc@ebmud.com. EBMUD's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. EBMUD shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-0567 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. 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.
4. 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.), EBMUD will be entitled to civil remedies set forth in the California False Claim Act.

5. 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.
6. It is understood that EBMUD reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, 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. EBMUD 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. EBMUD shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – CEQA Documentation for the Miller Road Trench Soils Management Project

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
 - **EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION**
 - **REQUIRED DOCUMENTATION IN EXHIBIT E – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT INCLUDING:**
 - **EXHIBIT B-1 & EXHIBIT B-2**
 - **EXHIBIT C**

- **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.**

- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR 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: _____

Does proposer or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

YES NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

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 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.

Description	Unit of Measure	Quantity	Total Cost
Consultant's Proposal	Lump Sum	1	\$



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. The letter of transmittal shall not exceed two (2) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete organization chart of the members of the Proposer’s team. This chart shall include all key personnel who will provide services to District staff. For each person, please all provide a table of the following information:
 - (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 and e-mail address
 - (d) The person’s educational background
 - (e) The person’s total number of years of experience
3. **Description of the Proposed Services:** RFP response shall include a description of the services during the agreement’s term including the scheduled start and completion dates, the number of Proposer’s and District personnel involved, the number of hours scheduled for each person, and assumptions serving as a basis for the proposed services.

The proposal shall include a clear and complete description of each task necessary to complete the Projects’ CEQA documentation. Using the outline of Exhibit E: Consulting and Professional Services Agreement (Exhibit A – Scope of Services) as a guide, describe each task and subtask in sufficient detail to present your approach. Include a detailed workflow diagram that identifies work products and deliverables associated with each activity. Include a separate task for project management.

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.

4. **Data and Information Needs:** The proposal shall include a list of any additional data and information required from EBMUD or other sources, and when the information is needed to

complete the CEQA process. EBMUD staff will begin gathering the requested data and information prior to the Notice to Proceed to ensure the overall project schedule can be met.

5. **Project Management and Staffing:** Include a clear statement of the Proposer's project team's responsibilities and reporting relationships, work structure for project control, allocation of staff identified by name for key tasks, and method for in-house review of work products. Indicate the portion of time key staff from the Proposer's team will be available to work on the project compared to each participant's current workload based on the major milestones provided in the RFP.
6. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule to complete tasks and submit interim and final deliverables (including necessary EBMUD review periods) that the Proposer can commit to given the Proposer's team's availability. For required tasks and deadlines refer to Exhibit E: Consulting and Professional Services Agreement (Exhibit A – Scope of Services).
7. **Labor Hours Proposal:** For each of the tasks, provide an estimated level of effort for all staff on the Proposer's team for the entire proposed scope of work. In spreadsheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including subconsultants. You may use one 11"x17" page for the lead consultant and one 11"x17" page to combine all subconsultants (as needed). The estimate of labor hours presented in your proposal shall indicate your understanding of the level of effort for each task and provide the basis for agreement negotiations with the selected Proposer.

Identify direct labor and cost multipliers (overhead rate and professional fee) for both prime consultant and subconsultants, not to exceed 190 percent (overhead rate) and 10 percent (professional fee). Indicate subconsultant markups up to five percent. The prime consultant's markup of all subconsultant costs shall consist of a fixed percentage of those costs. No additional markup will be allowed for second- or third-tier subconsultants. Also, compounding of markups will not be allowed, and no markup will be allowed on other direct expenses.
8. **Experience and Qualifications of Project Staff:** For each member of the Proposer's team, please describe their experience, certifications, and merits relevant to the Project (e.g., please include experience gained from implementing similar projects). Please also include one-page resumes in this section of the Proposal.
9. **Ownership Disclosure:** Provide any and all detail that is reasonably obtainable regarding EBMUD personnel with an ownership interest in your firm. Percent of ownership and the degree to which those individuals participate in the management of the business and their participation in preparing a response to this RFP shall be included.
10. **References:** References shall demonstrate the Proposer's expertise and CEQA experience of the same quality and manner as that which is described in this RFP.

- (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 these specifications, terms, and conditions.
 - 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.

11. **Contract Equity Program:**

- (a) Every proposer shall complete, 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.

12. **Proposal Length:** The proposal shall be a maximum of 23 pages (excluding the cover sheet). Maximum lengths for each section are given below.

- Table of Contents (1 page)
- Letter of Transmittal (2 pages)
- Key Personnel (2 pages)
- Description of the Proposed Services (3 pages)
- Data and Information Needs (2 pages)
- Project Management and Staffing (2 pages)
- Implementation Plan and Schedule (1 page, 11" x 17")
- Labor Hours Proposal (2 pages, 11" x 17")
- Experience and Qualifications of Project Staff (3 pages, plus up to 5 resumes of 1 page each; resumes count towards the 23-page limit).
- Ownership Disclosure – does not count towards 23-page limit
- Contract Equity Program – CEP documents do not count as part of the 23-page limit;
- References – does not count as part towards 23-page limit



REFERENCES
RFP For - CEQA Documentation for the
Miller Road Trench Soils Stockpile and Removal Project

Proposer Name: _____

Proposer must provide a minimum of three (3) 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:	



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 downloaded from the District website at the following link:

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in Exhibit E - Consulting and Professional Services Agreement (Exhibit D – Insurance Requirements).

CEQA DOCUMENTATION FOR
THE MILLER ROAD TRENCH SOIL MANAGEMENT PROJECT
PROJECT DESCRIPTION

Overview

The East Bay Municipal Utility District (EBMUD) is a publicly-owned utility formed in 1923 under the Municipal Utility District Act. EBMUD's water system serves approximately 1.4 million people in a 325-square-mile area extending from Crockett in the north, southward to Castro Valley, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley.

Project Description

The Miller Road Trench Soil Management Project (Project) involves the continued import, temporary storage, and periodic removal of trench soils on East Bay Municipal Utility District (EBMUD) property at the existing Miller Road site, which has been used for managing trench soil for approximately 48 years. The Miller Road stockpile site is located approximately two miles north of the intersection of Miller Road and Redwood Road and is situated southeast of EBMUD's Upper San Leandro Reservoir in Castro Valley, Alameda County. The stockpile site is located within EBMUD-owned watershed land in an area that also includes commercial agriculture, including the Castro Valley Christmas Tree Farm. Trench soils are soil (sand, silt, and clay) mixed with asphalt, concrete, rock, and pipeline fragments generated by EBMUD pipeline operations and maintenance activities (i.e., pipeline repair and replacement) within the EBMUD service area¹. Rock and sand needed to backfill trenches from the pipeline and repair projects are delivered and stored on EBMUD property approximately one mile south of the Miller Road stockpile site. The location of the Miller Road stockpile and the rock and sand storage location is shown on Figure 1.

¹ The EBMUD service area is the area currently served by EBMUD that was established during EBMUD's formation, as modified by annexation, detachments, or other changes of organization thereafter.

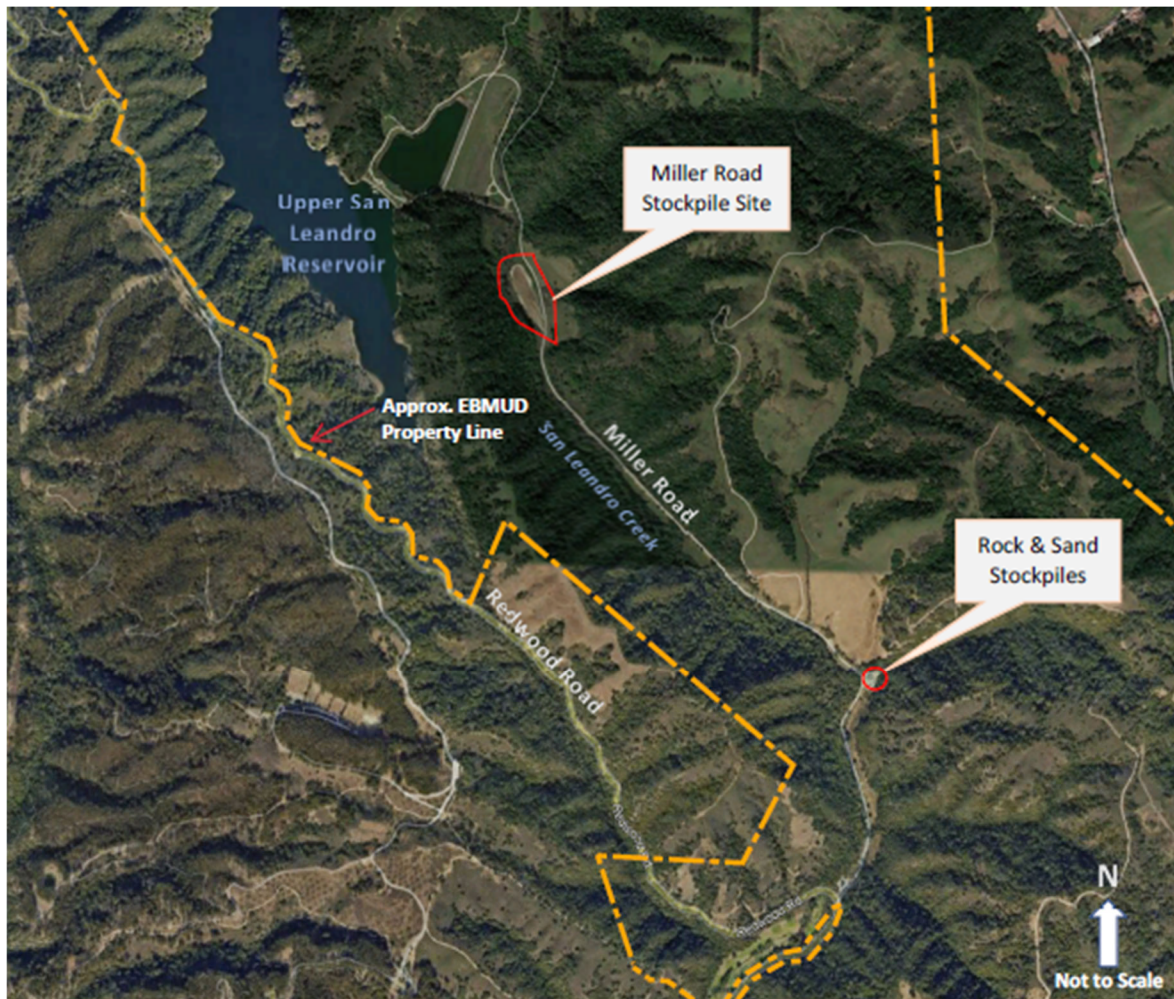


Figure 1:
Project Location

Existing Conditions

Since 1975, EBMUD has used the Miller Road stockpile site to import, store, and periodically remove trench soils in support of its pipeline repair and replacement work. Trench soils are imported to the site and managed by EBMUD or EBMUD contractors using excavators and dozers to place soil according to designed slopes to maintain proper drainage and unimpeded site access. The existing view of the stockpile site is shown in Figure 2. The stockpile site is located within EBMUD-owned watershed land which also includes commercial agriculture. EBMUD's Upper San Leandro Reservoir is located northwest of the stockpile site.

The average annual import of trench soils to the Miller Road stockpile site is approximately 7,000 cubic yards (CY). Trench soils are imported to the stockpile site from EBMUD pipeline repair and replacement projects using an approximate maximum of five truck roundtrips per working day using 10 CY dump trucks (i.e., typically Monday through Friday from 7:00 a.m. – 5:00 p.m.). Once the trench soil is unloaded at the stockpile site, the empty trucks drive to the

rock and sand storage site and load their trucks with backfill material before returning to the pipeline repair and replacement site to backfill the trench.

Trench soils are removed from the Miller Road stockpile site when the site reaches its storage capacity (i.e., approximately 123,100 CY). Soils are removed using 11 CY end dump trucks or 13 CY double bottom trucks. Approximately 116,000 CY of trench soils were removed from the Miller Road stockpile site in 2019.



Figure 2:
Existing Miller Road Stockpile
Site (Facing South-East)

Pipeline Replacement and Replacement Rates

EBMUD proactively replaces its water system pipelines to improve water service, reduce water loss, and decrease the number of pipeline breaks within its service area. Existing pipeline materials consist mostly of cast iron, asbestos cement, steel, or plastic. There are many factors that determine how long a pipeline will last, including soil conditions, proximity to active faults, system operating conditions, and pipeline materials. EBMUD regularly reviews its processes and materials to replace pipelines for efficiency, effectiveness, and resilience.

EBMUD's pipeline replacement program focuses on pipelines that are near the end of their useful lives. The cost to replace a pipeline is much greater than the cost to repair, so EBMUD selects which pipelines to replace each year using a risk-based model to prioritize investments in pipeline replacement. The model considers leak history, soil conditions, ground slope, elevation, local hazards (e.g., potential landslides), and proximity to creeks and water bodies.

EBMUD currently replaces between 20 and 25 miles of pipeline per year of its approximately 4,200-mile distribution pipeline network. EBMUD estimates approximately 25 miles of pipeline replacement in year 2025 and will increase replacement to approximately 30 miles in year 2030 and beyond.

Proposed Project

The Project involves continued import of trench soils to the Miller Road stockpile site, periodic trench soils removal, and rock and sand delivery and removal. Trench soils are generated from EBMUD operations and maintenance, principally pipeline replacements and repairs, as trenches are excavated in the ground along pipeline lengths being replaced or repaired. Trench soils generation rates are estimated by EBMUD using various methods, including drone surveys, topographic surveys, typical trench cross-sections, operations and maintenance databases, temporary stockpile inventories over time, and the anticipated repair and replacement rate of EBMUD's pipeline network. Based on these generation rate estimation methods, and current and projected pipeline replacement rates, the average annual import of trench soils to the Miller Road stockpile site may increase to approximately 11,000 CY by 2030. To accommodate the increased volumes, an approximate maximum of eight truck roundtrips per working day will import soil to the site.

The imported soils will be placed within the existing stockpile footprint with no disturbance to existing vegetation. Soil will be imported to the site by 10-yard dump trucks (Figure 3). EBMUD or an EBMUD contractor will continue to manage the stockpile site using excavators and dozers to place soil according to designed slopes to maintain drainage and site access. Import trucks will continue to pick up backfill material from the designated rock and sand storage location. When required, additional trucks will import the backfill materials to this location. Typically, around 15 truck roundtrips will be made over several days to deliver backfill material to the storage area.



Figure 3:
Typical 10-Yard Soil Import Truck



Figure 4:
**13 CY Double Bottom Soil Removal
Truck Loaded by Excavator**

Periodically, trench soils will be removed from the Miller Road stockpile site prior to exceeding the site's capacity for ongoing EBMUD pipeline replacement and repair activities. Based on the estimated increase in trench soils generation, smaller soil removal projects of approximately 50,000 CY of materials would need to be removed approximately every two years. Smaller, more-frequent soil removal projects have been recommended to identify more opportunities for trench soils to be transferred to end-use locations at competitive market rates, and to allow more soil to be reused beneficially as opposed to disposal at landfills. Smaller soil removal projects also allow work to be performed within the summer months during the schools' summer breaks. Activities associated with trench soil removal include screening, loading, and hauling of trench soils from the Miller Road stockpile site. Stormwater and dust control measures will be utilized, including street sweeping services that will be deployed at least weekly near the end of the workday on Fridays to clear debris on portions of the haul route affected by soil removal operations. In addition, a water truck will be used daily on Miller Road to reduce dust from soil removal trucks. Excavation equipment, such as excavators and dozers, will be used to load trench soils into trucks for hauling to reuse, recycling, or disposal sites. Trucks used to export soil from the site will include 11 CY end dump trucks with an approximate weight of 73,500 pounds loaded and 13 CY double bottom trucks with an approximate weight of 80,000 pounds loaded (Figure 4).

During removal of trench soils from the Miller Road stockpile site, there will be a temporary increase in truck traffic with approximately 150 truck roundtrips per working day. The trucks will access Highway 580 using Miller Road and Redwood Road. The most direct truck haul route during import and removal of trench soils is shown in Figure 5.



Figure 5:
Trench Soil Import & Removal
Haul Route

Trench Soils Characterization and Disposal

EBMUD engages in a screening process to separate out any trench soils where there is a confirmed or suspected source of contamination from chemicals of concern for separate handling and disposal. Prior to any trench excavation, EBMUD performs an environmental database search and if necessary, environmental investigations, on all planned jobs in advance to determine if health and safety precautions are required and to determine appropriate temporary stockpiling and disposal methods for generated trench soils. The environmental databases query data from government agencies covering known recorded local, state, and federal contamination sites, leaking tanks, spills, and other records associated with potential contamination. The databases include both data purchased from third-party vendors and data generated by EBMUD soil and groundwater sampling, as necessary. EBMUD reviews the results of the database search to determine worker personal protection equipment levels, handling and disposal requirements, and whether pre-construction sampling is required. Any trench soils from a site that is potentially contaminated or confirmed to be contaminated are not transferred to a trench soils stockpile site.

EBMUD field crews receive training to maintain awareness of potential contamination from chemicals of concern in and around trenches, including detection through sight or smell (e.g., odor, staining of soil, sheen), results of environmental database queries, and information obtained from local business owners, residents or contractors, or the presence of key commercial or industrial businesses adjacent to a work site. If any indicator of potential contamination is detected during excavation, work is halted, the trench is monitored for health and safety risks, and sampling of trench soils is conducted, if required, in accordance with EBMUD established protocol. Any material that is potentially contaminated or confirmed to be contaminated would not be transported to the Miller Road stockpile site and would be segregated and disposed of offsite as described below.

Trench soils sampling includes a suite of analyses that covers the most prevalent chemicals of concern typically found in soil and the analyses most commonly required by disposal facilities for soil acceptance. The suite consists of metals, total petroleum hydrocarbons (gas, diesel, and motor oil), volatile organic compounds including BTEX (benzene, toluene, ethylbenzene, xylene) compounds, and semi-volatile organic compounds. Other analyses are added to the trench soils sampling if the environmental database query, site visit, or any other information indicate the presence of other chemicals of concern.

Following the EBMUD screening process to exclude any trench soils where there is a confirmed or suspected source of contamination from chemicals of concern, trench soils that are not excluded are categorized as non-hazardous “inert waste.”² No EBMUD trench soils samples from a stockpile site has been determined to be hazardous waste based on sampling and analysis

² Inert waste is classified by the California Department of Toxic Substance Control as non-hazardous under Title 27 Division 2, Subdivision 1 20230(a) as follows: “Inert waste does not contain hazardous waste or soluble pollutants at concentrations in excess of applicable water quality objectives and does not contain significant quantities of decomposable waste.” Hazardous wastes are wastes that are listed and/or exhibit any of the four characteristics--ignitability, corrosivity, reactivity, and toxicity--in accordance with State and Federal Law. Hazardous waste can only be disposed of at Class I disposal facilities and can only be transported on public roads by licensed hazardous waste haulers.

of trench soils are transported to EBMUD's trench soils stockpile sites. Trench soils which have been characterized as non-hazardous inert waste may be transported to local commercial Class I/II/III landfills,³ typically after temporary stockpiling and sampling at a stockpile site, and upon meeting landfill waste acceptance criteria at the California Department of Resources Recycling and Recovery (CalRecycle)-regulated landfills. Also, trench soils may be transported to an offsite reuse facility depending on need for trench soils, suitability for reuse, and acceptance criteria at the reuse facility.

Areas of Concern Soils

Trench soils generated from Areas of Concern (AOC) within EBMUD's service area are not sent to a stockpile site based on the potential for contamination, and instead are segregated and sampled prior to being transported to a permanent offsite disposal facility authorized to accept these materials. AOC include, but are not limited to, current and former industrial areas, current and former clean-up sites, areas with land use restrictions, and areas immediately adjacent to older freeways where there is an increased potential for lead contamination of soil. AOC are periodically updated and may also comprise areas where a public records search indicates the potential for emerging contaminants to be encountered. As noted above, no trench soils generated from AOC would be transported to the Miller Road stockpile site.

Environmental Setting

The Miller Road stockpile site is approximately 5.9 acres and is surrounded by Upper San Leandro Reservoir to the north, Miller Road to the east and south, and San Leandro Creek to the west. The total Project area is approximately 12.9 acres including the Miller Road trench soil stockpile, the rock and sand stockpile, and the portion of Miller Road from the intersection of Redwood Road to the trench soil stockpile. The Alameda County zoning district designation for the Miller Road soil stockpile property is "Agricultural."

To access the Miller Road stockpile site, vehicles generally utilize Interstate 580, Redwood Road, and Miller Road. Miller Road is an all-weather gravel road that varies from approximately 25 feet to 35 feet wide. Miller Road is within EBMUD property and begins at the Chabot Staging area near Redwood Road and terminates at the Upper San Leandro Reservoir. Redwood Road is a major arterial that spans from south of Interstate 580 through Castro Valley to Skyline Boulevard in Oakland. The width of Redwood Road varies from approximately 20 feet to 40 feet.

The property is currently accessed via a private roadway and the stockpile site is fenced with a locked gate.

EBMUD Low Effect East Bay Habitat Conservation Plan

³ Landfills are classified as follows: Class I accepts hazardous and nonhazardous wastes; Class II may accept "designated" and non-hazardous wastes; and Class III may accept non-hazardous municipal wastes. Inert waste may be disposed of at any of these landfills.

The Miller Road stockpile site falls within the boundary of the EBMUD Low Effect East Bay Habitat Conservation Plan (HCP) which prioritizes the protection of the area's sensitive species and habitats. To align with the HCP's goals, EBMUD implements avoidance and minimization measures which include, but are not limited to:

- Providing wildlife sensitivity training and informational brochures to all Project personnel.
- Conducting a pre-construction survey for species within the stockpile site.
- Installing wildlife exclusion fencing around the stockpile prior to removal of trench soils.
- Installing warning signs promoting wildlife sensitivity near the stockpile site.
- Installing speed reduction signs to 15 miles per hour near the site.

EBMUD East Bay Watershed Master Plan

The Miller Road stockpile site is also included in the East Bay Watershed Master Plan (EBWMP) which establishes long-term management of EBMUD-owned lands and reservoirs. In accordance with the EBWMP guidelines, the Project will continue to meet and support EBMUD water quality objectives and regulatory requirements by prohibiting any unauthorized dumping at the site. A locked gate limits vehicular access to the site. In addition, EBMUD will monitor surface water and groundwater quality downgradient of the site and will continue to maintain and install Best Management Practices (BMPs) if appropriate. BMPs installed at the site include, but are not limited to, straw waddles, hydroseeding, and graded swales.

Operations and Maintenance

Miller Road is located on EBMUD property and EBMUD will maintain the gravel surface of Miller Road from Redwood Road to the stockpile site as required. Additionally, EBMUD staff or EBMUD's contractors will conduct regular inspections and oversee the installation and maintenance of BMPs and the Stormwater Pollution Prevention Plan (SWPPP) at the site as needed. EBMUD will survey the road conditions of Redwood Road, an Alameda County road, before and after soil removal projects. If obvious damage results from soil removal projects, then EBMUD will coordinate with Alameda County Public Works on repairs. No damage was reported on Redwood Road during the last soil removal project in 2019.

Project Work Hours

Typical hours of import operation would be 7 a.m. to 5 p.m. Monday through Friday, although hauling of trench soils, rock, and sand to and from the site would generally be concentrated between 9 a.m. and 3 p.m. Activities during the working hours before 9 a.m. and after 3 p.m. would primarily include trench soils processing, grading, and compaction of soil already on site. Limited hours of operation may occur outside these hours in response to emergency pipeline repairs.

Removal of trench soils through smaller, more-frequent soil removal projects would be planned approximately every two years and would be limited to the summer season with a typical duration of approximately three months. Work hours for removal of trench soils would be 9:00

a.m. to 4:00 p.m. on weekdays and will be reduced to 9:00 a.m. to 3:00 p.m. when Castro Valley Union School District schools are in session.

EBMUD Practices and Procedures

EBMUD has incorporated a number of standard construction specifications, standard practices from EBMUD's Environmental Compliance Manual, and Engineering Standard Practices into the Project. These standard specifications and standard practices, which are applicable to all EBMUD projects and reflect generally applicable EBMUD standard operating procedures, are described in more detail below.

EBMUD maintains several specification documents specifically related to environmental conditions, including:

- Project Utility Sources and Site Conditions – This section describes special requirements for locating underground utilities and understanding existing site conditions.
- Project Safety Requirements – This section includes provisions for the safety of the public and workers regarding hazards and hazardous materials.
- Environmental Requirements – This section includes provisions related to water quality, dust and emissions control, noise and vibration control, and hazardous materials control.
- Video Monitoring and Documentation – This section describes the requirements for providing audio-video documentation of the entire length of the soil removal haul route.

EBMUD Procedure 600, Public Outreach and Community Relations, promotes effective proactive communication and interaction with the public to maintain and enhance relationships between EBMUD and its customers. This procedure ensures residents are provided advance notice of potentially disruptive construction activities (e.g., noise, traffic) including geographical extent of activity and estimated duration of the activity. This procedure also provides mechanisms for customers and the public to get concerns and questions addressed.

Permits and Approvals

A Construction General Permit has been prepared for this Project including preparation of a SWPPP for the site that has been submitted to and approved by the State Water Resources Control Board. The SWPPP includes BMPs that have been implemented to prevent erosion and sediment pollution to nearby water bodies.

A Conditional Use Permit from Alameda County is required for the Project.

Table 1 provides a summary of the approvals and permits that EBMUD would be required to obtain prior to the start of the Project.

Table 1: Agency-Required Approvals and Permits.

Agency/Stakeholder	Type of Jurisdiction	Type of Approval
State Water Resources Control Board	State and Federal	National Pollutant Discharge Elimination System (NPDES) Construction General Permit
Alameda County	Local	Conditional Use Permit

Project Schedule

The EBMUD Board of Directors is expected to consider this Mitigated Negative Declaration (MND) and adopt it and approve the Project at a regularly scheduled meeting in 2024. After that, it is expected that Alameda County will consider the MND and act on the application for a Conditional Use Permit.

REFERENCES

EBMUD. (2008, April). East Bay Municipal Utility District Low Effect Easy Bay Habitat Conservation Plan. *Section 5 Avoidance and Minimization Measures.*

EBMUD. (1996, February). East Bay Watershed Master Plan. *Section 4 Chabot Reservoir Watershed.*



EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

CEQA Documentation for the Miller Road Trench Soil Management Project

THIS Agreement is made and entered into this _____ day of _____, 2024, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and _____, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, DISTRICT requires consulting services for preparation of an Initial Study and Mitigated Negative Declaration for the Miller Road Trench Soil Management Project (Project) pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for the preparation of CEQA documentation for the 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 0 – PROVISION OF SERVICES; CONTENTS OF AGREEMENT

0.1 It is agreed that DISTRICT retains CONSULTANT to provide the services, and CONSULTANT accepts this engagement based on the requirements described in this Agreement and the following Exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Services
Exhibit B	Compensation
Exhibit C	Contract Equity Program Compliance
Exhibit D	Insurance Requirements

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services. 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 engineering profession and that CONSULTANT is the engineer 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)**. 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.

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.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates Casey J. LeBlanc 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 (*Consultant Project Manager's name*) 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 resulting from CONSULTANT's, its associates', employees', subconsultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

7.2 Insurance Requirements

Insurance Requirements are as stated in Exhibit D, Insurance Requirements.

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 Operations and Maintenance
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.
- 9.9 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same 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: _____
David A. Briggs
Director of Operations and Maintenance

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

**East Bay Municipal Utility District
CEQA DOCUMENTATION FOR
MILLER ROAD TRENCH SOIL MANAGEMENT PROJECT**

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following services:

General Requirements

- All written documents including technical memorandums and final report shall be concise, clearly written, easily understandable, free of grammatical errors, internally consistent, avoid repetition, minimize or avoid imprecise words (this, these, it, etc.), and maximize the use of tables and figures.
- All documents shall be submitted to EBMUD for a minimum two-week review period in Microsoft Word, and EBMUD edits/comments and the Consultant's responses shall be provided using Track Changes and comment boxes.
- The Consultant shall prepare an agenda and meeting minutes for all meetings and biweekly phone calls and will distribute minutes within three working days of meetings.
- The Consultant shall budget two rounds of EBMUD review for written documents before finalizing documents. The first round will be for EBMUD to provide comments on the document, and the second round will be to ensure EBMUD comments are addressed within the document to EBMUD's satisfaction.

Task 1 – Project Initiation and Internal Coordination

- 1.1 Project Kickoff Meeting – Following the Notice to Proceed, meet with EBMUD staff to discuss scope of work, scheduling, and Project objectives.
- 1.2 Prepare Project Work Plan – The Work Plan shall include a schedule and all tasks and deliverables identified in the Consultant's proposed scope of work. Submit for EBMUD review and approval.

Consultant Deliverable:

- *Project Work Plan.*

- 1.3 Review of EBMUD Data – Review existing information on the project to gain a clear understanding of the project and submit data requests to EBMUD for project detailed information.
- 1.4 Site Visit – As needed, conduct site visits of Project site, coordinated with EBMUD staff.

Task 2 – Prepare Initial Study

The purpose of this task is to confirm the level of CEQA documentation required. Consultant shall prepare an Initial Study to assess the impacts of the Project as required by the California Environmental Quality Act (CEQA). EBMUD will be the lead agency under CEQA for the proposed Project.

The Consultant shall complete the following activities:

- *Prepare the draft Initial Study, analyzing in detail whether any potentially significant environmental impacts would result from the Project.*
- *Identify if with mitigation measures, the Project would not result in any potentially significant impacts.*

Consultant Deliverables:

- *Draft Initial study for EBMUD review and comment, as lead agency.*
- *Final Initial Study to EBMUD.*

Task 3 – Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Plan (MMRP)

- 3.1 Mitigated Negative Declaration – Based on comments and guidance from EBMUD on the Initial Study, the Consultant shall prepare an MND to communicate the potential impacts that exist at the site and the appropriate measures that will be implemented at the site to reduce the potentially significant impacts to less than significant. The draft MND will be distributed for stakeholder review within EBMUD.

As part of the MND review period, EBMUD may be requested to respond to comments and present information in a public forum. EBMUD will respond to requests for any presentations of the Project, with the support of the Consultant.

The Consultant shall complete the following activities:

- Review EBMUD’s Environmental Compliance Manual, Procedures, Engineering Standard Practices, which are designed to address typical characteristics of EBMUD construction projects and reflect generally applicable standard operating procedures.

- Consult with EBMUD staff on potential impacts to the environment.
- Prepare the MND.
- Prepare the MMRP for the Project site.
- Present the MND and MMRP to EBMUD staff.
- Address comments from EBMUD on the draft MND and provide a second draft MND and submit to EBMUD to confirm comments have been addressed adequately.
- Attend and participate in public meetings to present the MND (Assume three public meetings)
- Assist EBMUD in presenting the Project and answering questions.

Consultant Deliverables:

- *A draft MND for EBMUD review and comment.*
- *Public Draft MND and MMRP (incorporating EBMUD comments after one review meeting).*
- *Screen check Draft MND and MMRP (back check and formatting comments only) prior to release for printing and distribution.*
- *Ten printed copies of the Draft Initial Study/MND and an electronic copy suitable for public posting.*
- *Draft public Notice of Intent (NOI) and Notice of Availability (NOA) of the Draft*
- *MND for EBMUD to issue.*
- *Figures, tables, or other graphics requested by EBMUD staff required to create presentations.*
- *Attend and participate in public meetings to present the MND; Assist EBMUD in presenting the Project and answering questions.*

- 3.2 Final MND with Response to Comments – Comments received during the public review period will be incorporated into a Final MND with responses, and textual clarifications or changes to the MND as necessary. Findings will be presented to EBMUD Board of Directors for Adoption.

The Consultant shall complete the following activities:

- Preparing response to comments.
- Prepare Final MND to incorporate comments and responses.
- Provide EBMUD with draft Final MND. Address comments from EBMUD on the draft Final MND and provide a second draft Final MND and submit to EBMUD to confirm comments have been addressed adequately.
- Prepare Project Findings in accordance with CEQA guidelines.
- Assist in preparation of materials and response to questions from EBMUD Board of Directors.

- Review and comment on draft presentations prepared by EBMUD staff and co-present the results at one Board meeting and two Board Committee meetings after two dry runs with EBMUD staff for each presentation.
- Prepare the draft Notice of Determination for EBMUD to issue.

Consultant Deliverables:

- *Draft Response to Comments for EBMUD review and comment.*
- *Final Response to Comments.*
- *Final MND and MMRP for EBMUD review and comment.*
- *Final MND and MMRP.*
- *Draft Findings for EBMUD review and comment.*
- *Findings for EBMUD Board of Director consideration in adopting the Final MND.*
- *Figures, tables, or other graphics requested by EBMUD staff required to create presentations for one Board meeting and two Committee meetings.*
- *Draft Notice of Determination for EBMUD to file with the County Clerk.*

Task 4 – Project Management

Project management services and deliverables include biweekly conference calls (30 to 60 minutes each) as needed with EBMUD staff to review the progress of the project, resolve project issues as they arise, and maintain the schedule and budget. Prepare conference call agendas a minimum of three working days before the meeting and document conference calls with concise meeting minutes submitted no later than three working days after the meeting. Submit monthly invoices and progress reports. Each progress report shall document the work performed during the invoice period and budget spent as well as budgeted work versus cost to complete. Coordinate the services of the Consultant and subconsultant staff to ensure consistency, accuracy and timeliness of work products.

Consultant Deliverables:

- *Progress reports and invoices.*
- *Monthly schedule.*
- *Meeting agendas and Meeting minutes.*

Meetings:

- *Biweekly conference calls, with minutes*

II. PROJECT SCHEDULE

CEQA

- Notice to Proceed issued March 26, 2024
- Final Initial Study due May 28, 2024
- Draft MND with Mitigation Measure due for internal review August 20, 2024
- Draft MND and MMRP posted publicly September 11, 2024
- Comment Period (31 days) ends October 11, 2024
- Response to Comments due November 11, 2024
- Final MND due December 2, 2024
- EBMUD Board makes finding and adopts MND and MMRP January 14, 2025

EXHIBIT B

**East Bay Municipal Utility District
CEQA DOCUMENTATION FOR
MILLER ROAD TRENCH SOIL MANAGEMENT PROJECT**

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 Maximum 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 and Other Direct Costs. 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 hourly rate for the employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor rates shall be based on a normal 8-hour day, 40-hour week.

2.2 Budget Amounts

Maximum Cost Ceiling

\$(dollars)

The Maximum 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 and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.3 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred 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 (0.25) 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. 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, 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.

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the authorized Maximum Cost Ceiling is reached, CONSULTANT shall complete the agreed-upon work for the authorized Maximum Cost 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 Maximum Cost Ceiling. In no event shall the Maximum Cost Ceiling be increased unless there is a written amendment of this Agreement.

Paragraphs 2.4 through 2.6 – NOT USED

2.7 Budget Status Reports

For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with monthly 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.

2.8 Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction.

- 2.8.1 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).
- 2.8.2 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).
- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 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.
- 2.8.6 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.
- 2.8.7 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.

- 2.8.8 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
- 2.8.9 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.
- 2.8.10 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.
- 2.8.11 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.
- 2.8.12 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.

- 2.8.13 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.
- 2.8.14 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.
- 2.8.15 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>.

EXHIBIT B-1

**East Bay Municipal Utility District
CEQA Documentation for the Miller Road Trench Soil Management Project**

COST DISTRIBUTION

EXAMPLE

	Consultant						Subconsultants**						Total	
	Direct Labor				Indirect Costs	ODCs*	Subconsultant # 1			Subconsultant # 2				
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer			
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total			(***)	(***)	Total Cost	(***)	(***)	Total Cost		
I. Contracted Services														
Task 1.1:														
Task 1.2:														
Task 1.3:														
Task 1.4:														
Task 2:														
Task 3.1:														
Task 3.2:														
Task 4:														
TOTAL														

* ODCs = Other Direct Costs.

** Includes any prime consultant markup in subconsultant hourly rates.

*** *Insert hourly rate.*

EXHIBIT B-2

**East Bay Municipal Utility District
CEQA Documentation for the Miller Road Trench Soil Management Project**

LABOR DISTRIBUTION*

EXAMPLE

	Consultant				Subconsultants***						Total
					Subconsultant # 1			Subconsultant # 2			
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal	
I. Contracted Services											
Task 1.1:											
Task 1.2:											
Task 1.3:											
Task 1.4:											
Task 2:											
Task 3.1:											
Task 3.2:											
Task 4:											
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
CEQA Documentation for the Miller Road Trench Soil Management Project**

CONTRACT EQUITY PROGRAM COMPLIANCE

<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT*</u>	<u>MINIMUM 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 Cost Ceiling amount of *\$(dollars)*.

**EXHIBIT D
INSURANCE REQUIREMENTS**

I. Provisions Applicable to All Required Insurance

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONSULTANT shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. CONSULTANT shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit D to the DISTRICT. The Exhibit D may be signed by an officer of the CONSULTANT (Agent) or by the Insurance Broker for the CONSULTANT. CONSULTANT shall update Exhibit D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit D prior to the expiration date of any of the required insurance. The updated Exhibit D shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence Services until such insurance has been accepted by the DISTRICT.

C. CONSULTANT shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONSULTANT shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONSULTANT of any of the insurance requirements, nor decrease liability of CONSULTANT.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, CONSULTANT shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONSULTANT shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

K. 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.

L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONSULTANT's insurance broker or agent update, sign and return Exhibit D to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONSULTANT must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONSULTANT agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONSULTANT arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONSULTANT agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONSULTANT's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONSULTANT, should CONSULTANT breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice

beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONSULTANT's insurance broker or agent update, sign and return this *Exhibit D*

II. Workers' Compensation and Employer's Liability Insurance Coverage

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. If there is an onsite exposure of injury to CONSULTANT, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If CONSULTANT is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONSULTANT must return the completed Verification of Insurance confirming that CONSULTANT has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If CONSULTANT is self-insured with respect to Workers' Compensation coverage, CONSULTANT shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONSULTANT and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONSULTANT's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONSULTANT is exempt from the State of California's requirement to carry workers' compensation

insurance.

As the CONSULTANT's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention:Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Commercial General Liability Insurance ("CGL") Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. 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 CONSULTANT.

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage \$2,000,000 per occurrence & aggregate

Personal Injury/Advertising Injury \$2,000,000 per occurrence & aggregate

Products/Completed Operations \$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONSULTANT and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

G. There will be no exclusion for explosions, collapse, or underground liability (XCU).

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONSULTANT's behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an "insured contract."

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONSULTANT and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONSULTANT's failure to provide the waiver of subrogation from its insurance carrier(s).

K. "Independent CONSULTANT's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

A. 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 CONSULTANT.

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONSULTANT is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONSULTANT's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONSULTANT's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the

CONSULTANT's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

V. Professional Liability (also known as Errors and Omissions) Insurance Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. 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 CONSULTANT.

C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000

Aggregate Limit: \$2,000,000

D. 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, CONSULTANT must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

VI. Not Used

VII. Excess and/or Umbrella Liability Insurance Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

B. 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 CONSULTANT.

C. Minimum Requirements: It is expressly understood by the parties that CONSULTANT's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.

2. Coverage shall be included for all premises and operations in any way related to this Agreement.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONSULTANT's behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an "insured contract."
6. "Independent CONSULTANT's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.
8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
9. CONSULTANT and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____