

REQUEST FOR PROPOSAL (RFP)

For East Bay Watershed Maintenance and Restoration CEQA RFP #482-24-02

ADDENDA

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

CONTACT

Bert Mulchaey, Supervising Fisheries and Wildlife Biologist
(510) 287-2038
bert.mulchaey@ebmud.com

RESPONSE DUE

November 12, 2024
1:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Bert Mulchaey, EBMUD
bert.mulchaey@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for East Bay Watershed Maintenance and Restoration CEQA # RFP #482-24-02

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe services to develop a CEQA Initial Study/Mitigated Negative Declaration.

East Bay Municipal Utility District (District) intends to award a one-year contract to the Proposer(s) who best meets the District's requirements.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing services for the development of CEQA documents 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.

C. SPECIFIC REQUIREMENTS

The East Bay Municipal Utility District (EBMUD) conducts maintenance activities on approximately 30,000 acres of watershed lands in the East Bay and many of these activities occur in reservoirs, creek channels and associated riparian areas. Typical activities in these areas include pond and creek habitat restoration, spring box maintenance, replacement of culverts, maintenance and replacement of boat docks and ramps, creek bank stabilization, sediment removal, aquatic vegetation clearing and woody debris modification and removal. In the past several decades, this work has been performed under a Routine Maintenance Agreement with the California Department of Fish and Wildlife.

The District plans to pursue a master agreement to better facilitate maintenance work on its East Bay watershed lands. The District will also apply for associated Regional Water Quality Control Board Waste Discharge Requirements and Water Quality Certification and Army Corps of Engineers Regional General permits. Applying for the master agreement will allow for more operational flexibility and will require California Environmental Quality Act (CEQA) analysis for project activities. Many of the proposed activities are self-mitigating or will result in improvement of habitat conditions on the watershed for sensitive and endangered species. Some of these projects are designed to meet habitat and species enhancement goals under the EBMUD Low Effect East Bay Habitat Conservation Plan (HCP), a 30-year agreement, which was signed in 2008. The HCP covers 7 species that are listed under the Endangered Species Act or soon may be listed, including Santa Cruz tarplant, pallid manzanita, western pond turtle, California

red-legged frog, Rainbow trout, Alameda whipsnake and Pallid bat. The District completes watershed restoration and maintenance projects following HCP avoidance and minimization measures.

The District conducts maintenance activities in a manner that avoids and mitigates for impacts. As such, the District plans to develop an Initial Study/Mitigated Negative Declaration for watershed restoration and maintenance activities.

This RFP is for services to develop an IS/MND for watershed restoration and maintenance on the East Bay watershed. EBMUD will be the Lead Agency as defined by CEQA. Consultant will draft all documents necessary to obtain the Mitigated Negative Declaration. EBMUD Fisheries and Wildlife Division will provide biological monitoring data collected in support of the EBMUD Watershed Master Plan and EBMUD Low Effect East Bay Habitat Conservation Plan to support development of the Initial Study. EBMUD's Watershed Routine Maintenance and Restoration Operations Manual (Exhibit E) can be used by the consultant as a reference for covered activities to ensure all proposed activities are covered by the CEQA document. Deliverables will include an administrative and final draft of an Initial Study/Mitigated Negative Declaration for the Project. The contract will include an optional task to obtain an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) to cover take of state listed threatened and endangered species from these restoration and maintenance activities. The consultant will be responsible for completing the ITP application and with coordination with the agencies to obtain the incidental take permit.

D. DELIVERABLES / REPORTS

1. Administrative Draft of the Initial Study/Mitigated Negative Declaration for District Review.
2. Final Initial Study/Mitigated Negative Declaration.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	October 15, 2024
Response Due	November 12, 2024 by 1:00 p.m.
Anticipated Contract Start Date	January 27, 2025

Note: All dates are subject to change by District.

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 its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District 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 the District'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>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none">1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price 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>
B.	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District'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 District's schedule.</p>
C.	<p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none">1. Do the individuals assigned to the project have experience on similar projects?2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?3. How extensive is the applicable education and experience of the personnel designated to work on the project?
D.	<p>References (See Exhibit A – RFP Response Packet):</p>

	If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.
E.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
F.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District's time schedule?
G.	<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 5 points to their total score.</p>

c. **PRICING**

1. Prices quoted shall be firm for the first 12 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 the District.
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.

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, the District 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 the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

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 District 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 the District, 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 the District’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.

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

E. **INVOICING**

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District 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. **DISTRICT CONTACTS**

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:
Attn: Bert Mulchaey, Supervising Fisheries and Wildlife Biologist
EBMUD-Fisheries and Wildlife Division
E-Mail: **bert.mulchaey@ebmud.com**
PHONE: (510)287-2038

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Bert Mulchaey, Supervising Fisheries and Wildlife Biologist

EBMUD-Fisheries and Wildlife Division

E-Mail: **bert.mulchaey@ebmud.com**

PHONE: (510)287-2038

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 bert.mulchaey@ebmud.com. The District'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. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-2038 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.), the District 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 the District 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 F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP For – East Bay Watershed Maintenance and Restoration CEQA #482-24-02

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”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **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. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



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):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ 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 General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

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

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Senior Consultant	hour		\$	\$
Junior consultant	hour		\$	\$
TOTAL COST				\$



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
4. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final services.
5. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

6. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in 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.

7. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

8. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP For - East Bay Watershed Maintenance and Restoration CEQA #482-24-02

Proposer Name: _____

Proposer must provide a minimum of three references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For - East Bay Watershed Maintenance and Restoration CEQA #482-24-02

Proposer Name: _____

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

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Proposer takes exception to...

*Print additional pages as necessary



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 the RFP.

The following 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, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR 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 B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B 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 CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR 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 CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- 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, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's insurance broker or agent update, sign and return Exhibit B 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, CONTRACTOR 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. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, should CONTRACTOR 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 CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. 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. CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

INSURANCE VERIFICATION DOCUMENTS

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

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

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR 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: _____

II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’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 CONTRACTOR.
- 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 CONTRACTOR 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. 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 CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. “Independent CONTRACTOR’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 CONTRACTOR, in any way related to Services performed under this Agreement.

- K. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR'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 CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR 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: _____

III. Business Auto Liability Insurance Coverage

CONTRACTOR'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 CONTRACTOR.
- 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR 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: _____

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

- A. CONTRACTOR'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 CONTRACTOR.
- 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, CONTRACTOR 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 CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR 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. Excess and/or Umbrella Liability Insurance Coverage

- A. CONTRACTOR'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 CONTRACTOR.
- C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR'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 CONTRACTOR's behalf.
 - 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 - 6. "Independent CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONTRACTOR 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 CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR 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 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: _____

EXHIBIT C: APPENDIX A

SCOPE OF SERVICES

East Bay Municipal Utility District ***East Bay Watershed Maintenance and Restoration CEQA #482-24-02***

INTRODUCTION

The East Bay Municipal Utility District (EBMUD) conducts maintenance activities on approximately 30,000 acres of watershed lands in the East Bay and many of these activities occur in reservoirs, creek channels and associated riparian areas. Typical activities in these areas include pond and creek habitat restoration, spring box maintenance, replacement of culverts, maintenance and replacement of boat docks and ramps, creek bank stabilization, sediment removal, aquatic vegetation clearing and woody debris modification and removal. In the past several decades, this work has been performed under a Routine Maintenance Agreement with the California Department of Fish and Wildlife.

The District plans to pursue a master agreement to better facilitate maintenance work on its East Bay watershed lands. The District will also apply for associated permits from the Water Board and the Army Corps. The process will require California Environmental Quality Act (CEQA) analysis for project activities.

PROJECT SUMMARY

The East Bay Municipal Utility District (EBMUD) is seeking a watershed maintenance and restoration Master Agreement with The California Department of Fish and Wildlife. The District will also apply for associated Regional Water Quality Control Board Waste Discharge Requirements and Water Quality Certification and Army Corps of Engineers Regional General permits. EBMUD is seeking services to develop an IS/MND for watershed restoration and maintenance on the East Bay watershed. EBMUD will be the Lead Agency as defined by CEQA. Consultant will draft all documents necessary for the Initial Study and Mitigated Negative Declaration. EBMUD Fisheries and Wildlife Division will provide biological monitoring data collected in support of the EBMUD Watershed Master Plan and EBMUD Low Effect East Bay Habitat Conservation Plan to support development of the Initial Study. Deliverables will include an administrative and final draft of an Initial Study/Mitigated Negative Declaration for the Project. Deliverables for the optional task will include an Incidental Take permit for these restoration and maintenance activities.

The scope of services contains the following tasks:

- Task 1: Project Initiation and Coordination
- Task 2: Prepare Project Description
- Task 3: Prepare Biological Resources Assessment and Cultural Resources Assessment
- Task 4: Prepare Draft IS/MND

- Task 5: Prepare Response to Comments and Final IS/MND
- Optional Task: Obtain an Incidental Take permit

TASK DESCRIPTIONS

Task 1: Project Initiation and Coordination

The CONSULTANT will attend and facilitate a kickoff meeting and coordinate with EBMUD biological and watershed staff to coordinate data sharing, discuss Project scope and discuss strategy for completion of the Initial Study and Mitigated Negative Declaration and associated documents.

CONSULTANT Deliverables:

- Meeting agenda and notes

Task 2: Prepare Project Description

CONSULTANT will develop a project description in consultation with EBMUD staff to ensure that all anticipated watershed maintenance and restoration activities are described for a complete CEQA document. EBMUD's Watershed Routine Maintenance and Restoration Operations Manual (Exhibit E) will be used as a reference for covered activities to ensure all proposed activities are covered by the CEQA document.

CONSULTANT Deliverables:

- Project description text

Task 3: Prepare Biological Resources Assessment and Cultural Resources Assessment

CONSULTANT will prepare a biological assessment and cultural assessment as determined appropriate following consultation with EBMUD staff. EBMUD staff will provide biological data from monitoring efforts related to its EBMUD Low Effect Habitat Conservation Plan and the EBMUD East Bay Watershed Master Plan as needed for the Initial Study.

CONSULTANT Deliverables:

- Biological Resources Assessment
- Cultural Resources Assessment

Task 4: Prepare Draft IS/MND

The CONSULTANT will prepare a draft Initial Study and Mitigated Negative Declaration for review by EBMUD staff and for public review.

CONSULTANT Deliverables:

- Initial Study/Mitigated Negative Declaration Administrative Draft

Task 5: Prepare Response to Comments and Final IS/MND

The CONSULTANT will prepare a response to comments received from public review and will prepare a final Initial Study and Mitigated Negative Declaration.

CONSULTANT Deliverables:

- Response to Comments document
- Final IS/MND

Optional Task: Obtain an Incidental Take Permit

The CONSULTANT will obtain an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) to cover take of state listed threatened and endangered species from these restoration and maintenance activities. The CONSULTANT will be responsible for completing the ITP application and with coordination with the agencies to obtain the incidental take permit.

CONSULTANT Deliverables:

- CESA ITP Application
- ITP for watershed restoration and maintenance activities

EXHIBIT C: APPENDIX B
PROJECT SCHEDULE

East Bay Municipal Utility District
East Bay Watershed Maintenance and Restoration CEQA #482-24-02

TASK NAME	START	FINISH
Notice to Proceed	January 2025	January 2025
Project Initiation and Coordination	January 2025	November 2025
Prepare Project Description	January 2025	March 2025
Prepare Biological Resources Assessment and Cultural Resources Assessment	January 2025	May2025
Prepare Draft IS/MND	May 2025	July 2025
Prepare Response to Comments and Final IS/MND	August 2025	November 2025
Obtain ITP	November 2025	February 2026

EXHIBIT C: APPENDIX C

COMPENSATION

East Bay Municipal Utility District ***East Bay Watershed Maintenance and Restoration CEQA #482-24-02***

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. Indirect Costs

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).

- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at *(insert rate)* cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
- 2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:
 - Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
 - Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.

- Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
- Lodging accommodations are moderately priced.
- Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.).
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5. 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 C-1 and Exhibit C-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.

2.6. 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 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.

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.

EXHIBIT C: APPENDIX D
CEP COMPLIANCE

East Bay Municipal Utility District
East Bay Watershed Maintenance and Restoration CEQA #482-24-02

<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.

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

EXHIBIT C: APPENDIX E
PROJECT SAFETY REQUIREMENTS –
COVID-19 SAFETY

GENERAL

All contractors (including all tiers of subcontractors), defined in this Appendix to also include consultants, suppliers and vendors (Contractors), who hold contracts with East Bay Municipal Utility District (District) and who perform work at District Facilities or on District jobsites, shall incorporate the requirements of this document into their operations. These requirements shall be included in any contractually required site-specific health and safety plans (SSHASP) for work at District jobsites. The Contractor shall submit their SSHASP, showing compliance with the requirements of this document, to the District.

Even if a formal SSHASP is not required under the terms of a contract, the contractor shall designate a Site Safety Representative (SSR) for the project to monitor and implement all recommended safety practices regarding any threat to public health with all Contractor staff members. In the case of a sole proprietor that is working for the District directly, the owner/operator shall serve as the SSR for their part of the work.

District contractors are expected to adhere to all applicable health and safety regulations on COVID-19 in the workplace and follow District-specific requirements when at a District facility or working on District projects. District specific requirements may include safety measures beyond what is prescribed in regulation in order to mitigate transmission of COVID-19 in our facilities. This may include a universal face covering requirement. To ensure all contractors are aware of the current District requirements, they are listed below.

REGULATORY REQUIREMENTS

All District contractors shall comply with applicable Cal-OSHA health and safety regulations in the California Code of Regulations (CCR) Title 8 and any applicable laws and health orders with jurisdiction over their worksites. This includes the applicable COVID-19 regulations listed in CCR Title 8 Sections 3205, 3205.1, 3205.2, and 3205.3. The Occupational Safety and Health Standards Board has re-adopted these regulations, and they are in place through February 3, 2025, unless rescinded or repealed.

The Cal-OSHA COVID-19 regulations require employers by reference to follow all applicable isolation, quarantine, and close contact exposure response actions recommended by the California Department of Public Health (CDPH).

ADDITIONAL DISTRICT REQUIREMENTS

Vaccination Policy: On September 16, 2021, the District implemented a vaccine policy which extends to contractors who work on District projects. All contractors who work on District projects shall be fully vaccinated for COVID-19 (as defined by CDC/CDPH) unless granted an exemption on the basis of sincerely held religious beliefs or valid medical reasons. The Contractor shall manage the exemption determination process in accordance with applicable employment laws and regulations. The Contractor shall provide their policy for District review as part of the submittal process.

Being “Fully Vaccinated” is defined as 14 days after having received the final dose of a vaccine series.

Vaccines:

1. Comirnaty, Pfizer – BioNTech (2 dose series)
2. Spikevax, Moderna (2 dose series)
3. Janssen COVID-19, Johnson and Johnson (single dose)
4. Or other FDA approved equal

Face Covering Requirements: There are no current universal face covering requirement for District facilities. Face coverings may be required at certain District facilities when a worksite meets the criteria of an Outbreak as defined by CCR Title 8 Section 3205.1 and CDPH. Changes to this policy will be communicated through the District project manager.

NOTIFICATION OF COVID-19 POSITIVE CONTRACTOR EMPLOYEES

Should the District contractor become aware of one of their employees testing positive for COVID-19, and they work at District worksites or facilities, that contractor shall immediately notify the District project manager (no later than 24 hours) and provide the following information:

1. Vendor/Contractor Company Name:
2. Last day positive employee was onsite
3. Date of onset of symptoms
4. Date of positive test result
5. District work locations (specific buildings, floors, etc.) the positive case was at during their *infectious period.

**The Infectious Period starts two days before symptoms develop and ends at least 5-10 days after their symptoms first appeared. For asymptomatic cases (those who test positive and do not have symptoms), the infectious period starts two days before the positive test result was collected and ends 5-10 days after the positive test result was collected.*

6. Listing of District **close contacts (If unable to determine, shall provide additional information to help the District determine who may have been exposed such as

meetings attended, indoor areas accessed, etc.)

***Close contact exposure is defined as sharing the same indoor airspace for a cumulative total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes) during the *infectious period of a COVID-19 case.*

The District project manager will then notify the District's COVID Hotline to complete response actions for the positive case and notify affected District employees.

EXCEPTIONS

Vendors or suppliers making deliveries to District facilities or job sites where no contact or only incidental contact (less than 10 to 30 minutes) is made with other people are exempt from the vaccination requirements. As an example, a delivery driver waiting or queueing inside a vehicle or operating equipment in isolation from others. Note - this exemption does not apply to

contractors providing on-site services such as Fully Maintained and Operated (FM&O) Equipment, general services such as paving, concrete cutting, landscaping, maintenance/repair services at District facilities, IT or equipment installations, or other contractors that provide in-person services at District facilities or support to construction projects performed by District construction and maintenance groups. Due to the nature of their work with respect to other staff on site, these types of contractors shall comply with all requirements in this Appendix.

Contractors hired on an emergency basis that must mobilize quickly, shall certify that they comply with the requirements in this Appendix before starting work. If this is not practical due to the emergency nature of the work, at the earliest time possible, but no later than three business days after the start of the emergency work, the Contractor shall certify that they are in compliance with the requirements in this Appendix.

Contractors that are performing work in the public right of way, at unmanned District facilities or watershed lands, where no EBMUD staff are present, are exempt from these requirements.

EXHIBIT C-1
COST DISTRIBUTION

East Bay Municipal Utility District
East Bay Watershed Maintenance and Restoration CEQA #482-24-02

	Consultant						Subconsultants**						
	Direct Labor						Subconsultant # 1			Subconsultant # 2			
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer		
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total	Indirect Costs	ODCs*	(***)	(***)	Total Cost	(***)	(***)	Total Cost	Total
I. Contracted Services													
Task 1:													
Task 2:													
Task 3:													
Task 4:													
TOTAL:													

* ODCs = Other Direct Costs.

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

*** ***Insert hourly rate.***

EXHIBIT C-2
LABOR DISTRIBUTION

East Bay Municipal Utility District
East Bay Watershed Maintenance and Restoration CEQA #482-24-02

	Consultant				Subconsultants***				
					Subconsultant # 1			Subconsultant # 2	
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer
I. Contracted Services									
Task 1:									
Task 2:									
Task 3:									
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 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.*

EXHIBIT E:

EBMUD East Bay Watershed Maintenance and Restoration Manual

The East Bay Municipal Utility District East Bay Watershed Routine Maintenance and Restoration Operations Manual



EBMUD
500 San Pablo Dam Rd.
Orinda Ca. 94564
September 2024

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Introduction

The East Bay Municipal Utility District (EBMUD) owns and manages approximately 29,000 acres of land in the East Bay area (**Figure 1-1**). These lands surround five reservoirs (Briones, San Pablo, Upper San Leandro, Chabot, and Lafayette) and one basin area that does not contain a reservoir (Pinole Valley). The District's reservoirs store high-quality drinking water and emergency water supplies for approximately 1.4 million water users in Alameda and Contra Costa Counties. Protecting water quality is primary in importance to the District. Additionally, the District is committed to preserving and protecting the natural resources on watershed lands. These lands have been largely protected from development and support important and high-quality habitats and resources for a wide variety of plant and animal species.

Watershed management on EBMUD East Bay watershed lands is guided by the EBMUD East Bay Watershed Management Plan (rev. 2018) and the EBMUD Low Effect East Bay Habitat Conservation Plan (HCP) (2008). EBMUD completes a variety of watershed maintenance and restoration activities on these lands to protect water quality, public safety, and the environment. Such activities are described below.

Proposed Activities

EBMUD conducts routine maintenance activities in streams, riparian areas, ponds, seeps, springs and reservoirs on its watershed lands in the Pinole, San Pablo, Briones, Lafayette, and San Leandro watersheds. The purpose of these activities is to maintain facilities and infrastructure, protect water quality, reduce erosion, and maintain safe watershed access. Many of these activities serve to maintain watershed infrastructure that provides critical habitat for a host of sensitive, threatened and endangered species. Examples include ponds, springs, reservoirs, streams, and spillways. Activities described occur on watershed lands, the Pavon/Scow Mitigation Area and the Oursan Ridge Conservation Bank.

Watershed maintenance activities include the repair and replacement of a variety of facilities and infrastructure such as culverts, bridges, articulated fords, dam spillways, seepage monitoring vaults, reservoir outlet and discharge structures, valves, drop structures, stock ponds, spring boxes, sediment basins, boat docks, boat launch ramps, boat houses, and fishing docks. Culvert maintenance activities include installation of new culverts with associated head and end walls, replacement and upgrade of culverts and associated head walls/end walls and installation of energy dissipaters and culvert drop structures. Bridge maintenance activities include installation and replacement of channel spanning bridges, structural repairs, and installation and repair of

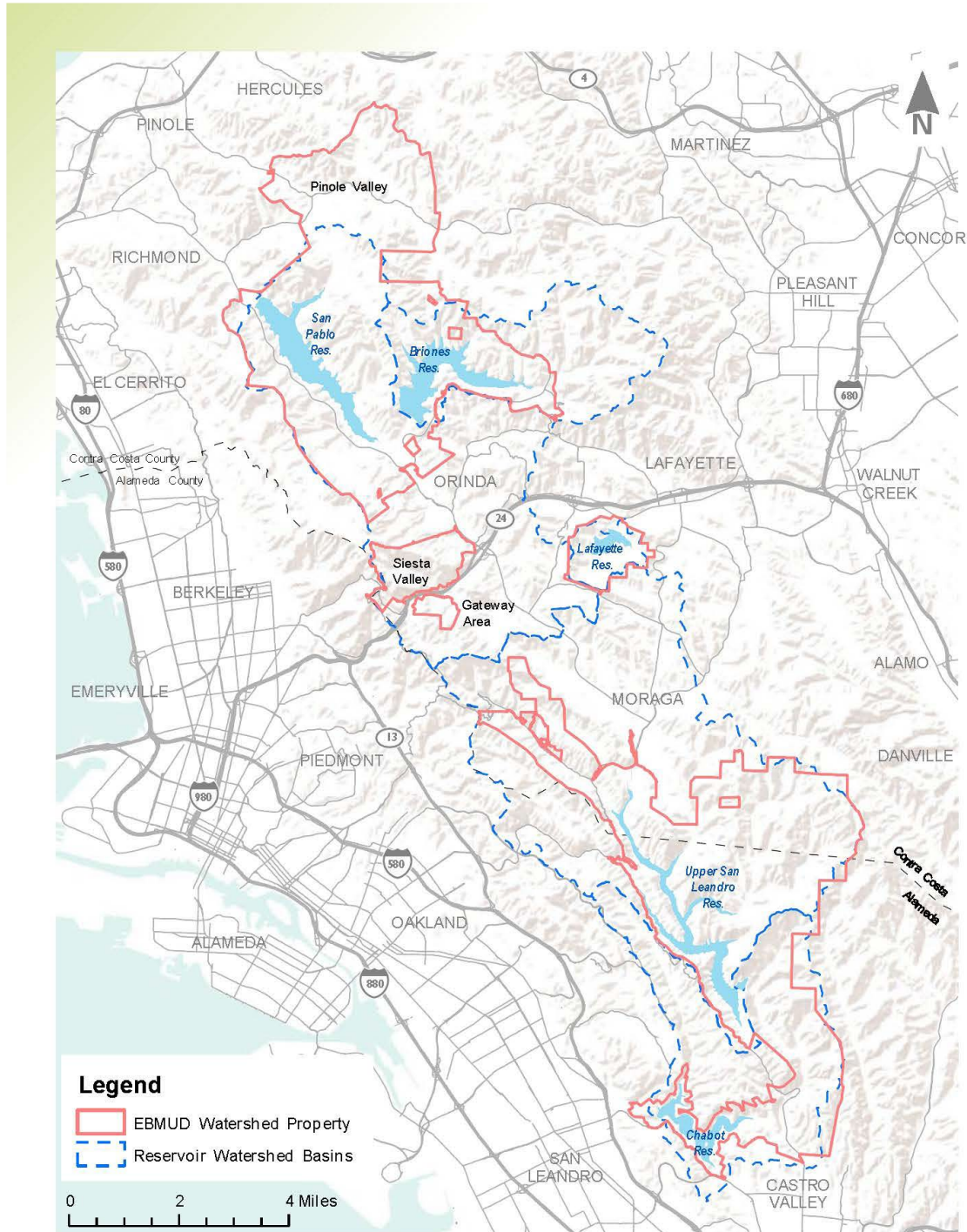


Figure 1-1 | East Bay Municipal Utility District property boundary

abutment erosion protection measures. Articulated fords are installed and cleared of sediment or vegetation as needed to maintain road access. Sediment and vegetation are removed from dam spillways to retain channel capacity and structural repairs of the concrete are made to protect dam infrastructure. Sediment and vegetation are removed from seepage monitoring vaults to maintain accurate readings of flows and seepage through dams and abutments and protect dam safety. Sediment, vegetation and large woody debris are cleared from drop structures to maintain capacity and preserve function of these structures. Stock ponds, sediment basins and spring boxes are maintained through removal of sediment and vegetation to restore capacity and function. Boat docks, boat houses, and fishing docks are installed, anchored, moved, and maintained to retain functionality. Boat launch ramps are installed, repaired, and upgraded as needed. Maintenance of these structures also includes minimal pruning of trees and removal of emergent aquatic vegetation to restore function. Stream gauges and other scientific monitoring equipment are installed and maintained to meet monitoring requirements. Spillways, outlet structures, energy dissipation structures, upstream faces of embankment dams, and associated infrastructure are cleared of sediment and vegetation and undergo structural repairs to maintain as-built conditions on a periodic basis to preserve functionality, public safety, and comply with the Department of Water Resources Division of Safety of Dams (DSOD) requirements.

Many of the routine maintenance activities described in the previous paragraph have associated benefits to the environment and sensitive species on the watershed. However, restoration activities are also conducted on the watershed, exclusively to benefit species, particularly species covered by the EBMUD HCP. Such activities include pond restoration and enhancement for western pond turtle and red-legged frog, creek restoration, riparian enhancement projects and fish passage projects.

Culvert Repair, Replacement, Upgrades and Maintenance

There are approximately 670 culverts on EBMUD East Bay watershed properties, varying in size from 1 to 8 feet in diameter. Culverts are replaced when they are damaged, fail, or when roads or trails are rebuilt. The frequency of culvert repairs and replacement on the watershed varies depending on the water year type. In some dry years, as few as 1 or 2 culverts will be replaced on the watershed, while as many as 10 culverts may be replaced in wet years due to damage from high flow events.

Failing culverts are replaced with the same diameter of culvert unless the existing culvert is undersized and a larger culvert is needed to accommodate 50-year flows. Culvert replacements include preservation of existing rip-rap or armoring at the culvert inlet or outlets or replenishment of those materials to existing dimensions or amounts. Culvert upgrades often include the installation of new rip-rap or rock head and/or end walls to protect the culvert inlet/outlet or stabilize the streambank and prevent channel down cutting in the immediate

vicinity of the culvert. New rip-rap may be installed only on a limited basis when existing rip-rap or armoring was deemed insufficient to protect the culvert inlet or outlet. Rip-rap and armoring are installed only as needed to prevent erosion and undercutting at inlet or outlet of the culvert. The stabilization of culvert inlets and outlets will utilize materials to minimize non-porous surfaces and allow for the growth of stream vegetation to retain the natural character of the stream to the maximum extent possible. Culverts are installed at existing channel grade.

Energy Dissipaters are installed at the outlets of culverts in locations where erosion or downcutting is expected from the discharge of the culvert. Energy dissipaters vary in design and materials depending on channel characteristics and culvert size. Energy dissipaters can be simple rock structures consisting of small to rip-rap sized rock placed at the outlet of the culvert. Other dissipaters are metal or plastic structures that can be attached to the downstream end of the culvert to slow and spread water flow. Energy dissipaters are designed and sized to best minimize the potential for channel down cutting and erosion downstream of the culvert.

Work is typically done with a shovel, backhoe, dump truck, water truck, soil compactors, track loaders and/or excavators when the channel is dry. Heavy equipment will access the project site mainly via existing roads and trails to avoid wetted channels, water bodies or sensitive habitats. Removal of riparian and upland vegetation will be minimized, typically requiring only the removal of lateral limbs to provide needed access. A small percentage of culvert replacements (approximately 5%) require work while the channel is wetted and/or flowing. Most projects are completed in one or two days, but larger, more complex projects may take seven days or longer. These projects are typically conducted when potential or current failure of the culvert restricts access to a facility or endangers the integrity of a road.

These activities will potentially affect riparian and wetland vegetation. On average, these activities impact approximately 0.005 acres per project resulting in a total of 0.0005 to 0.010 acres of temporary impact per year and no permanent impacts anticipated. Total anticipated impacts for a ten-year period range from 0.005- 0.50 acres of temporary impacts to riparian and aquatic habitats. No permanent impacts to these resources are anticipated.

Sediment and Debris Removal from Culverts

Watershed culverts periodically become clogged with debris and sediment. Sediment and debris are removed from culvert inlet and outlets as a preventative measure prior to high flows and as a more urgent matter during high creek flows to maintain flow, prevent flooding and to prevent catastrophic damage to infrastructure.

Removal of sediment, vegetation and debris is completed with heavy equipment operated from the top of the bank or with hand tools. Equipment used may include backhoes, excavators, dump trucks and pickup trucks which access the site and operate from existing roads to avoid impacts

to stream channels or other waterbodies. Hand tools used include tools such as shovels, digging bars, chain saws, and winches. Projects are generally completed in a matter of hours but could take up to two days in some circumstances. Woody debris is left in place in the channel if it is not causing a significant impediment to flow or causing substantial streambank erosion to provide habitat for fish and wildlife. Loose woody debris is removed at the upstream of culverts before significant runoff events to avoid clogging at culvert entrances. Root structures are not disturbed. Debris is removed to a place where it cannot reenter waterways.

These activities will have minimal temporary effect to stream channels and will often benefit species through the removal of fish passage barriers. Temporary effects range from 0.0001 acres to 0.005 acres on an annual basis with no permanent impacts being anticipated. Overall, for a ten-year period temporary effects range from 0.0005 acres to 0.01 acres of temporary impact to aquatic and terrestrial habitats.

Sediment and Debris Removal from the SP-201 Drop Structure

The San Pablo Creek SP-201 drop structure periodically becomes clogged with debris and sediment. Sediment and debris are removed from drop structure opening to allow the creek to flow through the structure.

Removal of sediment, vegetation and debris is completed with heavy equipment operated from the top of the bank or with hand tools. Equipment used may include backhoes, excavators, dump trucks and pickup trucks which access the site and operate from existing roads to avoid impacts to stream channels or other waterbodies. Hand tools used include tools such as shovels, digging bars, chain saws, and winches. Projects are generally completed in a matter of hours but could take up to 1 day in some circumstances. Woody debris is left in place in the channel if it is not causing a significant impediment to flow or causing substantial streambank erosion to provide habitat for fish and wildlife. Debris is removed to a place where it cannot reenter waterways.

These activities will have minimal temporary effect to stream channels and will often benefit species through the removal of fish passage barriers. Temporary effects range from 0.0001 acres to 0.005 acres on an annual basis with minimal permanent impacts being anticipated. Overall, for a ten-year period temporary effects range from 0.01 acres to 0.05 acres of temporary impact to aquatic and terrestrial habitats.

Installation and Maintenance of Ford Crossings

EBMUD has several existing ford crossings on the East Bay watershed. Ford crossings are installed to match channel elevations and gradient. These structures have been installed mostly on roadways in smaller streams where a culvert or bridge is not needed due to low flow conditions, or in cases where stream gradient does not facilitate culvert installation. In some

cases, these fords have been installed to replace small diameter culverts in cases where the culvert has become plugged or damaged by traffic. Fords are installed in drainage crossings where they will minimize channel erosion and prevent road washout.

Fords are typically constructed of various sized gravel and small rip-rap to stabilize trails or roads at crossings while allowing for unimpeded flow at the site. Although rare, some fords may be constructed of concrete revetment or interlocking blocks where necessary to handle high flows at the site. Fords are constructed by hand or with the use of heavy equipment including backhoes, excavators, dump trucks, water trucks and compactors. Project duration is typically one day or less. All heavy equipment will access the project via existing roads or trails to avoid impacts to wetted areas. The dimensions and materials used in fords varies based on site characteristics. Fords are designed to match existing channel widths at the site. Materials are selected to minimize their potential to be washed downstream.

These activities may have potential effects on riparian and wetland vegetation. Each project will have a temporary impact ranging from 0.0001 to 0.01 acres per project with an average of 0.001 acre per project. Permanent impacts to waterbodies and adjacent uplands are likely negligible given the existing ease of access. The total impact over 10 years for this activity ranges from 0.0005 to 0.05 acres of temporary impact to aquatic and riparian habitats.

Maintenance and Installation of Channel Spanning Bridges

EBMUD may replace existing culverts with channel spanning bridges in cases where fish passage is a concern. If a culvert is judged to be an impediment to fish passage, a prefabricated channel spanning bridge is often the best option to improve fish passage conditions at the site. Bridges are prefabricated by the vendor and transported to the site by truck and installed with a crane. Abutments for the bridge may be prefabricated by the manufacturer and installed onsite for smaller scale projects or they may be designed pour-in-place abutments for larger, more complicated situations. Pour-in-place abutments are placed at the top of the bank to avoid contact with the flowing stream.

Bridge installation involves use of various types of heavy equipment including cranes, excavators, backhoes, soil compactors, and dump trucks. Cranes, soil compactors and dump trucks will access the site via existing roads and trails to avoid impacts to the waterbodies and adjacent upland areas. Excavators and backhoes may enter the stream channel when dry or dewatered. Projects typically take from 1 to 30 days to complete.

When work is conducted in perennial streams, a water diversion plan will be implemented that allows for gravity flow around or through the work site using temporary culverts. In lieu of a gravity flow diversion system, stream flow may be pumped around the work site using pumps and hoses. Cofferdams will be constructed no more than 20 feet upstream and downstream from

the project area. Cofferdams will be built from materials such as clean gravel, sandbags or sheet piling. Cofferdam construction will be adequate to prevent seepage into or from the work area and will cause little or no siltation. The cofferdam dewatering system shall remain in place until all creek work is complete. Normal flows will be restored to the affected stream immediately upon completion of work at that location by removing the dewatering system.

These activities will have temporary disturbance impacts to riparian and wetland vegetation ranging from 0.0001 acre to 0.01 acre per project. Projects of this type are relatively uncommon on the watershed and these types of projects are expected to occur only one or two times in a 10-year period. The total anticipated impact of such projects over 10 years ranges from 0.0001 acre to 0.02 acres of temporary impact to aquatic habitat. These projects increase stream habitat over the baseline and do not result in permanent impacts.

Streambank Stabilization

Streambank erosion and deposition are natural stream processes. In most cases, EBMUD allows streams on the watershed to naturally adjust as needed to maintain stream form and function. In some cases, stream channel erosion exceeds baseline levels and threatens water quality, habitat, infrastructure or safe travel on the watershed. In these cases, EBMUD will use bank stabilization techniques to address erosion along streambanks. Bank stabilization methods include installation of willow wattles, riparian planting, replacing existing riprap, jute netting and other bio-engineering techniques.

Heavy equipment used for installation of bank stabilization structures includes backhoes, excavators, dump trucks and soil compactors. Hand tools of various types are also used. Heavy equipment and vehicles will access the site via existing roads and trails, when possible, to avoid impacts to wetted channels. Projects typically take 1 to 2 days to complete.

These activities will have temporary disturbance impacts to riparian and wetland vegetation ranging from 0.0001 acre to 0.05 acre per project. The total anticipated impact of such projects ranges from 0.0001 acre to 0.02 acres of temporary impact to aquatic habitat. Permanent impacts are only anticipated for projects that require hardscape such as rip-rap. Projects using bio-engineering techniques should result in only temporary impacts and improvement to streambank habitat compared to letting erosional processes continue. Such projects are anticipated to occur approximately once every two years on the watershed. The total anticipated impact over 10 years of such projects ranges from 0.0001 acre to 0.02 acres of temporary impact to aquatic habitat and 0.0004 acre to 0.07 acres of permanent impact to aquatic and riparian habitats.

Maintenance and Replacement of Spring Boxes

EBMUD maintains many historical spring boxes on the watershed as part of the District's grazing program. Spring boxes consist of concrete or wooden boxes and vertical corrugated metal or plastic pipes set into a natural seep or spring. The spring boxes typically have pipes plumbed into them to deliver water to nearby troughs or tanks to provide drinking water for cattle. Maintenance of these structures includes repairs to the structures as well as sediment removal, clearing and repair of associated piping. Structural repairs to the spring boxes, sediment removal and repair of piping are generally completed using hand tools. Replacement of a spring box is required when the structure fails or stops functioning as intended. Spring box structures are generally replaced in kind with a spring box of similar design and materials (ex. wood or plastic/metal piping). Piping is installed in existing roads, trails or disturbed areas when possible.

Heavy equipment used for spring box replacement activities including backhoes, excavators, dump trucks and pickup trucks will operate mostly on existing roads or disturbed areas to avoid impacts to sensitive aquatic areas. Movement of such equipment across the landscape will be minimized and will be mostly restricted to grasslands and disturbed areas to avoid impacts to sensitive habitats. Spring box maintenance activities are generally completed in less than a day and replacement projects are generally completed in 1 to 2 days.

Maintenance activities will result in temporary disturbance impacts to riparian and wetland vegetation ranging from 0.0001 acres to 0.001 acres per project. Spring box replacement will result in temporary disturbance impacts to riparian and wetland vegetation ranging from 0.0001 acres to 0.001 acres per project. Permanent impacts from spring box replacement to water bodies and associated riparian habitats range from 0.0001 acres to 0.001 acres per project. The total anticipated effect for a ten-year period ranges from 0.005 to 0.01 acres of temporary impact and 0.005 acres to 0.05 acres of permanent impact to aquatic and riparian habitats.

Maintenance and Dredging of Ponds and Silt Basins

EBMUD has over 150 ponds on the East Bay watershed. These ponds are largely remnants of water infrastructure developed many decades ago by the District or historic landowners for grazing activities. These ponds require periodic dredging or maintenance to maintain capacity and function. Maintenance of these structures is necessary to provide water for cattle and to maintain habitat for sensitive species such as the California red-legged frog and western pond turtle. Ponds are designed to improve water availability for cattle and enhance habitat for aquatic species. Pond work is also designed to reduce erosion and sediment transport to receiving waters. Maintenance and dredging activities may include pond dredging and reconstruction, earthen dam maintenance, and spillway repair, bank erosion stabilization and maintenance of overflow pipes and culverts.

Pond maintenance and dredging requires the use of heavy equipment such as excavators, backhoes, bulldozers, dump trucks and pickup trucks which will operate mostly on existing roads and trails. Movement of such equipment across the landscape will be minimized and will be mostly restricted to grasslands and disturbed areas to avoid impacts to sensitive habitats. These projects generally take from one day to one week to complete.

Pond maintenance and dredging activities will result in temporary disturbance impacts to riparian and wetland vegetation ranging from 0.01 acres to 0.6 acres per project. One to eight pond and silt basin dredging projects occur on the watershed per year with an average of about five ponds per year. The total anticipated effect for a ten-year period ranges from 0.5 to 1 acres of temporary impact to aquatic and riparian habitats.

Pond Restoration

Most ponds on the watershed are maintained to provide infrastructure for cattle grazing, as described above. However, some of the historic cattle ponds on the watershed are dredged and maintained mostly to enhance habitat for sensitive, threatened and endangered species. These ponds may no longer be needed for grazing purposes but are specifically maintained because they provide critical habitat components for these species and benefit species populations. These ponds require periodic dredging or maintenance to maintain capacity and function. Pond restorations are designed to provide a variety of shallow and deep-water habitats to maximize habitat for California red-legged frog or western pond turtle. Restorations are also designed to reduce erosion and sediment transport to receiving waters. Restoration activities include pond dredging, dam repair and upgrades, and repairs or replacement of spillways or overflow pipes to restore pond capacity or inundation period and control of non-native predators such as bullfrogs (*Rana catesbeiana*). Bullfrog control efforts may include partial or complete draining of ponds to interrupt their lifecycle. Pond draining will occur when protected species are not present.

Pond maintenance and dredging for restoration purposes requires the use of heavy equipment such as excavators, backhoes, bulldozers, dump trucks and pickup trucks which will operate mostly on existing roads and trails. Movement of such equipment across the landscape will be minimized and will be mostly restricted to grasslands and disturbed areas to avoid impacts to sensitive habitats. Pond draining activities involve the use of screened pumps or drains. These projects generally take from one day to one week to complete.

Pond maintenance and dredging activities will result in temporary disturbance impacts to riparian and wetland vegetation ranging from 0.01 acres to 0.5 acres per project. Pond restorations occur approximately once every three years. The total anticipated effect for a ten-year period ranges from 0.05 to 1.5 acres of temporary impact to aquatic and riparian habitats.

Stream Restoration

Stream restoration activities are undertaken on the watershed to improve stream function and to enhance habitat to promote conservation and recovery of listed species. These activities are undertaken where bank failures or channel instabilities have occurred or where habitat conditions may be degraded. Stream restoration includes the removal of large woody debris only in cases where log jams are causing a flow barrier or passage obstacle to fish migration. The vast majority of large woody debris is left in place to provide habitat benefits. Stream restoration activities are designed to promote biological, geomorphic and hydrologic processes. Such projects may improve fish passage conditions, improve riparian diversity and function, reduce bank erosion, enhance species habitat and improve water quality. Stream restoration may include tree planting and streamside revegetation for mitigation projects.

Stream restoration focuses on using bioengineering techniques wherever possible to further enhance habitat conditions. Projects to stabilize and protect streambanks may include use of willow wattles, jute netting, log cribbing, live vegetated crib walls, rock weirs and native revegetation. Installation of riprap, gabions or similar engineered structures are only used when bioengineered solutions cannot meet restoration goals or where infrastructure protection requires their use. Only locally sourced native plants will be used to revegetate streambanks and planted trees and vegetation will be chosen that matches the existing native vegetation at the project location. Any non-native vegetation removed will be replaced with native vegetation appropriate to the site. Any disturbed riparian and adjacent upland sites will be stabilized and seeded with site appropriate native seed mixes.

Stream restoration requires the use of heavy equipment such as excavators, backhoes, soil compactors, dump trucks and pickup trucks which will operate mostly on existing roads and trails. Movement of such equipment across the landscape will be minimized and will be mostly restricted to grasslands and disturbed areas to avoid impacts to sensitive habitats. These projects vary in scope but generally take from one day to 30 days to complete.

Stream restoration activities will result in temporary disturbance impacts to the stream channel, stream banks, and riparian and wetland vegetation. However, these projects will have net positive benefits to species and stream habitat and are self-mitigating. Stream restoration projects occur approximately once per year or less.

Boat Launch, Boat Dock and Boat House Installation and Maintenance

Periodically, boat launches and boat docks on EBMUD reservoirs require maintenance and replacement. EBMUD reservoirs have concrete boat launches that are relatively maintenance free over time except for minor debris or sediment removal. However, over the long term, these structures may require significant maintenance, repairs, upgrades, or replacement. Replacement

may include pre-cast or pour in place concrete pads constructed under dry site conditions. Larger maintenance projects and upgrades may involve adding length to the boat launch or stabilizing launch ramps that have been undermined due to wave action. Stabilization of boat launches may require minor excavation and placement of rock slope protection (riprap) at the base of the ramp. New boat docks and boat houses may be installed at EBMUD reservoirs or may be modified, upgraded or replaced. Installations and maintenance of these structures includes the use of in-reservoir and onshore dock anchors.

Installation, upgrades, replacement and maintenance of the dock structures described above may require heavy equipment including cranes, backhoes, excavators, flatbed trucks, dump trucks, and soil compactors. Pickup trucks are likely to be used as well. All heavy equipment and trucks typically access the project site via existing roads and trails to avoid impacting wetted channels and riparian vegetation. When equipment must leave the roadway or trails, they will access the project site through disturbed areas or lower value habitats and care will be taken to avoid impacts to sensitive habitats. These projects vary in scope but generally take from one day to 10 days to complete.

Maintenance, replacement and upgrade activities will result in temporary disturbance impacts to the reservoir banks and riparian and wetland vegetation. Temporary effects from these projects ranges from 0.001 to 0.01 acres per project. These projects occur from one to three times per year on the watershed. Boat launch installation will result in both temporary and permanent impacts to shoreline and associated wetland habitats. Temporary impacts range from 0.001 to 0.05 acres per project and permanent impacts range from 0.001 to 0.01 acres per project. These projects occur approximately once every 5 years on the watershed. Overall, for projects in this category, anticipated effects for a ten-year period ranges from 0.01 to 0.10 acres of temporary effects and 0.002 to 0.02 acres of permanent impact to aquatic and riparian habitats.

Maintenance and Installation of Stream Gauges and Scientific Equipment

EBMUD installs stream gauges and other scientific monitoring equipment in reservoirs, ponds and streams as part of its monitoring programs and requirements for reservoir operations. These instruments are generally small and have a footprint of less than a few cubic feet. They include stream flow gauges, staff gauges, reservoir profilers, temperature loggers, water quality loggers and other similar equipment. These instruments require installation including attachment to structures such as bridges, ziplines, floating platforms or buoys, or attachment to the stream, pond, or reservoir bottom. They also require maintenance including calibration, cleaning, and replacement.

Maintenance and installation of these structures requires no heavy equipment and usually can be accomplished with hand tools, a pickup truck, and/or a boat. Approximately one to two of these

instruments are installed in watershed waterbodies annually. These projects require minimal access, mostly by foot or boat, and have negligible temporary or permanent impacts to the aquatic or riparian resources over a ten-year period.

Riparian Vegetation Management

Preservation of riparian habitats is a goal of EBMUD watershed management and riparian areas on the watershed are generally left in a natural condition. In some cases, management of riparian vegetation is necessary to mitigate wildfire risk. Cattle and goat grazing, mowing and disking within 100 feet of stream banks is necessary for fire fuels management and weed abatement. Mitigation of fire risk through the removal of hazard trees, including dead and dying pines and eucalyptus occurs within riparian areas and adjacent uplands as required. Live riparian trees are left intact unless they present a risk to employees, the public, or district infrastructure.

Riparian management activities are completed with grazing animals, chainsaws, pole saws, loppers and other hand tools where feasible. Some activities require the use of pickup trucks, chippers, skid steers and other forestry related heavy equipment. Herbicides are generally not used in riparian areas or wetted channels. There are possible scenarios where the use of herbicides might be necessary in such areas to address unforeseen infestations of invasive plant species. In such cases, herbicides would be used under the direction of a certified Pest Control Advisor and only as a last resort as dictated by EBMUD Integrated Pest Management Guidelines (revised 2021). Heavy equipment and vehicles will access the site via existing roads and trails when possible and will not enter wetted channels. Movement of such equipment across the landscape will be minimized and will be mostly restricted to grasslands and disturbed areas to avoid impacts to sensitive habitats.

Riparian maintenance activities will result in temporary disturbance impacts to riparian areas. These projects occur regularly on the watershed and are hard to quantify. Temporary effects from these projects range from 0.001 to 5 acres per project. The total anticipated effect for a ten-year period ranges from 1 to 10 acres of temporary impact to aquatic and riparian habitats.

Maintenance of Spillway Channels

EBMUD reservoirs have spillways and man-made armored channels below the spillways that are designed to convey excess reservoir water into adjacent creek channels and protect the dams from overtopping. The bed and banks of these spillway channels are generally armored with concrete sacks or large rip-rap to stabilize the channels during peak flows from the spillways. The California Department of Safety of Dams (DSOD) regulates these structures to ensure the safety of the public. EBMUD must meet DSOD requirements to keep the spillways and spillway

channels clear of obstructive vegetation and accumulated sediment to ensure free flow of water released from the reservoirs. To comply with these requirements, EBMUD must periodically clear up to 200 feet of these spillway channels by removing woody and emergent vegetation as well as sediment that accumulates over time in these conveyance structures. Spillway channel maintenance also includes clearing small concrete drains and repairs of spillway concrete and spillway channel armoring to maintain as-built conditions.

Maintenance activities are completed using heavy equipment including backhoes, excavators, skid steers, dump trucks, aerial lifts, concrete sawcutters, hand tools, and cranes. Heavy equipment uses existing roads and trails to access the site to avoid impacts to natural wetted areas and waterbodies. Any concrete repair work will be done in-the-dry and no debris or material will enter any active aquatic environments. Heavy equipment is operated from the top of bank where feasible and within the man-made channel as needed to achieve regulatory standards. These projects are generally completed in two to ten days.

These activities including potential effects to riparian and wetland vegetation will have temporary disturbance impacts ranging from 0.001 acres to 0.02 acres. These spillway channels are maintained on a regular basis resulting in a onetime permanent impact to the waterbodies and adjacent riparian area range from 0.5 acre to 1.1 acres per project or 2.0 to 4.4 acres for the initial ten-year period.

Maintenance of Dam Infrastructure

EBMUD dam infrastructure must be periodically maintained to ensure proper function and safety of dam infrastructure. Dam infrastructure includes equipment vaults, upstream/reservoir face of embankments, concrete outlet structures, reservoir blowoff valves and associated valve boxes and aprons. The blowoff valves must be kept dry to ensure proper function and valve boxes must be kept clear of debris, vegetation, and sediment to allow for safe personnel access for maintenance, and to facilitate releases from the reservoir. To comply with DSOD requirements, EBMUD must periodically clear up to 200 feet downstream of the blowoff structures/drain valve release boxes by removing woody and emergent vegetation as well as sediment that accumulates over time.

Sediment, vegetation, and debris are periodically removed from the valve structures, blowoff structures, and upstream face of embankments using heavy equipment operated from the top of the bank including backhoes, excavators, cranes, and dump trucks. Heavy equipment will access the site via existing roads to avoid impacts to wetted channels and riparian vegetation.

These activities, including potential effects to riparian and wetland vegetation, will have negligible temporary impacts to the sites due to direct access from existing roads. Repeated maintenance and removal of sediment and vegetation will result in permanent impacts ranging

from 0.1 acres to 0.2 acres per project. The total expected effect for a ten-year period ranges from 0.4 to 0.8 acres of permanent impact to aquatic and riparian habitats.

Environmental Measures

EBMUD's mission statement prioritizes the protection and preservation of the environment and the prudent management of the natural resources to which the District is entrusted. The District has two documents that guide the stewardship of natural resources on the East Bay watershed. These include the EBMUD Watershed Management Plan (updated 2018) and the EBMUD East Bay Low Effect Habitat Conservation Plan (HCP) (2008). These plans establish specific measures and practices implemented on the watershed to achieve stewardship goals.

To avoid and minimize adverse impacts to aquatic resources and sensitive or listed species and their habitat, the District implements a suite of measures. These include general avoidance and minimization measures, project specific best management practices, HCP best management practices and HCP avoidance and minimization measures.

General Avoidance and Minimization Measures

General Avoidance and Minimization Measures that are followed for watershed projects include the following:

1. All watershed maintenance and restoration projects will be reviewed by a qualified biologist. The biologist will recommend project specific avoidance measures and best management practices to avoid impacts to sensitive, federal, and state listed species.
2. A qualified biologist will perform surveys for listed species prior to any project groundbreaking activities. Depending on the site conditions and habitat, such surveys may be conducted immediately prior to groundbreaking activities or up to 10 days in advance, or both. Survey protocols will be developed to best protect the species that may be present given site conditions.
3. A qualified biologist will determine appropriate areas for staging of equipment and access prior to the start of project activities. All staging areas and access routes will be chosen to avoid impacts to sensitive habitats.
4. A biological monitor will be present onsite for construction activities that are likely to result in take of federally or state listed species. The biological monitor will be present to ensure that appropriate avoidance measures are followed, to move animals out of harm's way if necessary and to stop work that may result in the take of sensitive or listed species.
5. The biological monitor will conduct daily inspections of the site each day before work begins. Inspections will include checking under the tires or treads of trucks and heavy

equipment left overnight, and the inspection of pipes, culverts, and/or other project related equipment that may serve as temporary shelter for animals overnight.

6. Work in streams, creeks, wetlands, seeps, springs, lakes, reservoirs and associated riparian habitats will be performed between June 15 and October 15. Work will be scheduled within that period during dry or low flow conditions to protect fish and wildlife and their habitats. Work will be scheduled under the dryest conditions to avoid the need for dewatering where possible.
7. Woody debris is left in place in streams to provide habitat whenever possible. Only woody debris that is causing excessive erosion, excessive bank instability, flooding, blocking of culverts or other instream structures is removed and only to the extent necessary.
8. Project work areas will be limited to the minimum amount necessary to complete the project goals. Projects will be planned in such a way to minimize the project footprint and impacts to sensitive habitats.
9. Project sites will be maintained daily, and trash or project related debris will be removed from the site upon project completion, or sooner as deemed necessary.
10. Project activities will be planned to avoid any significant impacts to terrestrial or aquatic organisms.
11. No heavy equipment will operate in standing or flowing water, and disturbance to the bed and bank of stream channels will be minimized as much as possible.
12. The District will use rubber tired or rubber tracked vehicles to the extent possible to minimize soil disturbance and compaction when working or traveling overland or off road.
13. Erosion control materials will be free of monofilament or materials that may cause entanglement or injuries to sensitive species.
14. Projects that require dewatering will follow California Department of Fish and Wildlife (CDFW) and National Marine Fisheries Service (NMFS) guidelines as appropriate. Pumps or pump intakes will be screened with mesh not to exceed 2.5 mm. to ensure that aquatic organisms will not be pulled into pumps.
15. Poured-in-place concrete will be allowed to cure for 30 days prior to contact with waterbodies. Appropriate water barriers will be employed to ensure that uncured concrete does not come into contact with waterbodies.
16. Vehicles will observe a 15 mile per hour (mph) speed limit on the watershed, as appropriate.
17. Vehicles will drive and park in paved, gravel or disturbed areas to the maximum extent possible.
18. Vehicles will refuel in upland areas to avoid discharge to streams, ponds, reservoirs, or any other waterbody.

19. Hazardous or toxic materials that could be deleterious to aquatic life will be contained in watertight containers or removed from the project site at the end of the workday. Materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, paint or other coating material, and oil or other petroleum products. These materials will be prevented from contaminating the soil and/or entering the stream.
20. No uncured concrete will be allowed to come into contact with waterbodies. Fresh concrete will be allowed to cure at least 30 days prior to contact with waterbodies.
21. No routine maintenance activity will be conducted that substantially disrupts the movements of aquatic indigenous life.
22. Appropriate decontamination measures will be developed on a site-by-site basis and implemented to avoid the spread of upland and aquatic invasive species.

Project Specific Measures

Culvert Repair, Replacement, Maintenance and Upgrade

1. Culvert work will be scheduled during dry periods or during the driest time of the year to minimize the need for dewatering and avoid impacts to aquatic species and their habitat.
2. Culvert replacements will be designed and appropriately sized to accommodate 50-year frequency storm flows where possible.
3. Where feasible, the District will remove culverts to restore natural flow and stream habitat value.
4. Replacements and culvert upgrades will be installed to match the existing gradient of the stream channel to minimize undercutting and erosion.
5. The stabilization of culvert inlets and outlets will utilize materials to minimize non-porous surfaces and allow for the growth of stream vegetation to retain the natural character of the stream to the maximum extent possible.
6. Headwalls, end walls and energy dissipators will be installed to reduce undercutting, stabilize the streambank, and improve culvert durability.
7. Where feasible, culverts in fish bearing streams will be replaced with channel spanning bridges or natural bottomed culverts/structures that facilitate fish passage at the site.
8. Where feasible, culverts will be replaced with the most durable and long-lasting material to minimize stream disturbance over time for maintenance or replacement. This may include the use of plastic culverts where wildfire damage is not anticipated.

Sediment and Debris Removal from Culverts

1. Culvert debris removal will be performed by hand crews where feasible or by use of trucks, winches, backhoes, or excavators from the top of the bank, when necessary.

2. Woody debris that does not block flow or threaten the integrity of culverts will be left in place for fish and wildlife habitat.
3. Emergency or urgent work will be conducted during any time of year as needed to prevent culvert plugging, flooding, significant erosion, property damage or safety issues.
4. Sediment removal will occur up to 50 linear feet upstream and downstream from the culvert and will be limited to the minimum amount of sediment required to provide unimpeded flow through the structure.

Installation and Maintenance of Ford Crossings

1. Fords will be designed to match existing channel dimensions and gradient at the site.
2. Ford dimensions will be limited to the minimum size and amount of material necessary to promote stability of the crossing.
3. Debris and sediment removal from ford crossings will be limited to the minimum amount needed to keep the crossing functional.

Maintenance and Installation of Channel Spanning Bridges

1. New bridges, associated abutments and slope protections will be sized and designed appropriately to maintain stream function, promote sediment movement, and maximize habitat benefits to the stream and associated riparian area.
2. Bridge maintenance activities will be implemented to avoid the discharge of any chemicals, sediment, trash, or other materials into the stream.
3. When work is conducted in perennial streams, a water diversion plan will be implemented that allows for gravity flow around or through the work site using temporary culverts. In lieu of a gravity flow diversion system, stream flow may be pumped around the work site using pumps and hoses.
4. Cofferdams will be constructed no more than 20 feet upstream and downstream from the project area. Cofferdams will be built from materials such as clean gravel, sandbags or sheet piling. Cofferdam construction will be adequate to prevent seepage into or from the work area and will cause little or no siltation. The cofferdam dewatering system shall remain in place until all creek work is complete. Normal flows will be restored to the affected stream immediately upon completion of work at that location by removing the dewatering system.
5. Fish relocations, if necessary, will be implemented following CDFW guidelines and/or NMFS guidelines as applicable.

Streambank Stabilization

1. The District will use bio-engineering techniques rather than hardscape such as rip-rap and concrete where feasible and appropriate. These techniques include using willow wattles, riparian plantings, and other natural solutions where appropriate.
2. Streambank repair will not exceed 100 linear feet for any project.
3. Riparian plantings will only include species native to the area, and species for plantings will be chosen based on the composition of streamside vegetation in the project area.
4. Jute netting and similar temporary erosion control materials will be installed where appropriate until riparian plantings or existing immature riparian vegetation can provide permanent stabilization of the streambank.
5. Only native seed mixes will be used where appropriate to stabilize streambanks and reduce erosion.

Maintenance and Replacement of Spring boxes

1. Work on spring boxes will be limited to hand tools where feasible.
2. Spring box replacements will only be conducted in the dry season.

Maintenance and Dredging of Ponds and Silt Basins

1. Work in ponds and silt basins will only be completed during the dry season to reduce potential impacts to sensitive species.
2. A biological monitor will be present for all work in wetted areas of the pond or silt basin. The biological monitor will be present to stop work if activities are likely to result in take of sensitive species.
3. Where feasible, pond and silt basins will be constructed to maximize habitat potential for sensitive aquatic species.

Pond Restoration

1. Work in ponds will only be completed during the dry season to reduce potential impacts to sensitive species.
2. A biological monitor will be present for all work in wetted areas of the pond or silt basin. The biological monitor will be present to stop work if activities are likely to result in take of sensitive species.
3. Ponds will be constructed to maximize habitat potential for sensitive aquatic species. Pond restoration will be specifically designed to maximize habitat for state and federally listed (HCP) species.
4. Pond restoration will follow goals and guidelines outlined in the EBMUD Low Effect East Bay HCP.
5. Pond restoration will generally focus on providing the maximum diversity of habitat characteristics, where possible to provide habitat for other sensitive but not listed species.

Stream Restoration

1. All restoration activities will be designed to provide benefits to state and federally listed (HCP) species and other sensitive species.
2. The District will use bio-engineering techniques rather than hardscape such as rip-rap and concrete, where feasible and appropriate. These techniques include using willow wattles, riparian plantings, and other natural solutions where appropriate.
3. Streambank repair will not exceed 100 linear feet for any project.
4. Riparian plantings will only include species native to the area, and species for plantings will be chosen based on the composition of riparian vegetation in the project area.
5. Jute netting and similar temporary erosion control materials will be installed where appropriate until riparian plantings or existing immature riparian vegetation can provide permanent stabilization of the streambank.
6. Only native seed mixes will be used where appropriate to stabilize streambanks and reduce erosion.

Boat Launch, Boat Dock and Boat House Installation and Maintenance

1. Boat launches, docks and boat houses will be installed and maintained in a way that minimizes the removal of aquatic and riparian vegetation.
2. No uncured concrete will be allowed to come into contact with waterbodies. Fresh concrete will be allowed to cure at least 30 days prior to contact with waterbodies.

Maintenance and Installation of Stream Gauges and Scientific Equipment

1. Scientific monitoring equipment will be installed to minimize project footprint and disruptions to the waterbody.
2. Scientific monitoring equipment will be installed in locations that avoid impacts to sensitive habitats.

Riparian Vegetation Management

1. Herbicides and pesticides are generally not used in riparian areas or wetted channels. There are possible scenarios where the use of herbicides might be necessary in such areas to address unforeseen infestations of invasive plant species. In such cases, herbicides would be used under the direction of a certified Pest Control Advisor and only as a last resort as dictated by EBMUD Integrated Pest Management Guidelines (revised 2021).

2. Only dead or dying trees will be removed in riparian areas unless a tree presents a hazard to employees, the public or District infrastructure. Dead or dying trees will be left in place for habitat purposes if they do not present a hazard or wildfire risk.

Maintenance of Spillway Channels

1. Work in spillways will only be completed during the dry season to reduce potential impacts to sensitive species.
2. A biological monitor will be present for all work in wetted areas of the concrete spillway and spillway channel that require the use of heavy equipment. The biological monitor will be present to stop work if activities are likely to result in take of sensitive species.
3. Spillway vegetation removal work will be completed with hand crews where feasible.
4. Heavy equipment will be operated from the top of bank, within the spillway, or under limited circumstances within the dry channel when required.
5. Only the minimum amount of sediment and vegetation will be removed from the channel to meet EBMUD and regulatory requirements.

Sediment and Vegetation Removal from Spillway Infrastructure

1. Work in and around infrastructure will only be completed during the dry season to reduce potential impacts to sensitive species.
2. A biological monitor will be present for all work that requires the use of heavy equipment. The biological monitor will be present to stop work if activities are likely to result in take of sensitive species.
3. Vegetation removal work in and around structures will be completed with hand crews where feasible.
4. Heavy equipment will be operated from the top of bank or under limited circumstances within the dry channel when required.
5. Only the minimum amount of sediment and vegetation will be removed from the channel to meet EBMUD and regulatory requirements.

EBMUD HCP General Avoidance Measures

In 2008, the District implemented the EBMUD Low Effect East Bay Habitat Conservation Plan covering the East Bay watershed. The EBMUD HCP covers seven special-status species including the California red-legged frog, rainbow trout, Alameda whipsnake, pallid manzanita, Santa Cruz tarplant, western pond turtle and pallid bat. The HCP establishes biological goals and objectives for each of the covered species and outlines avoidance and minimization measures designed to reduce or eliminate take of species from watershed activities. The HCP also requires monitoring and enhancement of habitat for these species on the watershed.

The EBMUD HCP defines general avoidance and minimization measures that are designed to avoid or minimize incidental take of HCP covered species on the watershed. These measures are as follows:

1. Education and public awareness are essential to the conservation and enhancement of the species covered by this HCP. Within one year of approval of the HCP, all EBMUD staff and contractors who conduct operations and maintenance activities on EBMUD watershed lands will participate in an education program. The program will include the following topics:
 - Distribution and general ecology of covered species
 - Recognition of covered species' habitats
 - Sensitivity of the covered species to human activities
 - Legal protection of covered species and penalties for violations
 - Reporting requirements
 - Protection measures for covered species
 - Emergency contact information for EBMUD Fisheries and Wildlife personnel
2. EBMUD Natural Resources staff in the East Bay will begin training in the HCP within one month of their date of hire or transfer to the area. HCP training of newly hired EBMUD East Bay biologists will be completed, along with US Fish and Wildlife Service (USFWS) approval, before they monitor listed species.
3. EBMUD vehicles, contractor vehicles, and vehicles used by those with a Watershed Entry Permit shall maintain an awareness of the roadway and travel no faster than the posted speed limit or will travel at a speed sufficient (15 mph as appropriate on fire roads) to allow reasonable avoidance of animals in the roadways. These speed restrictions will be determined on a case-by-case basis for watershed entry permits, during pre-project classes, and during EBMUD HCP education classes.
4. The EBMUD policy of minimizing the construction of new access roads and fire roads will be continued.
5. Specific sensitive areas proposed for HCP covered activities will be surveyed by EBMUD biologists or other qualified biologists within 30 days prior to the start of a project, using NMFS protocols or other protective methods developed or approved by USFWS or NMFS. Populations of plant species covered by this HCP, western pond turtle nests, and any other covered species related features identified during the pre-activity survey will be suitably flagged to identify areas to avoid. Activities shall be conducted to

minimize disturbance in the delineated sensitive areas. Should a covered species need to be relocated during a project, an EBMUD biologist will move the animal using methods as described below or as agreed upon with USFWS in the future.

EBMUD HCP Species Specific Measures

The EBMUD Low Effect East Bay Habitat Conservation defines species-specific avoidance and minimization measures to protect HCP covered species. The following HCP species-specific avoidance and minimization measures will be implemented for project activities described in this document.

Wetland and Pond Surveys

Biologists will perform pre-project surveys for covered species within 10 days of the project start date to determine if the project site has water and, if so, to allow for rescheduling, or to plan for clearing the area of covered species before the project starts. If the biologist determines that covered species presence is possible at the site, a biologist will again survey the area just prior to the project start. Animals present may be temporarily excluded from the work area by the biologist. Temporary exclusion may be done in two ways. A small project area may be blocked off with seines to prevent animal access for the few hours necessary to complete work; for a larger project a biologist may capture and confine animals. USFWS-approved biologists will not use soaps, oils, creams, lotions, repellents, or solvents of any sort on their hands within two hours before and during periods when they are capturing and relocating red-legged frogs or tiger salamanders.

Rainbow Trout

Manage Creek Beds and Habitat Restoration

1. Except in cases of road flooding and/or excessive erosion, or to improve fish passage, instream structures will be left in place to increase stream habitat complexity.

Culvert Installation and Replacement

1. Electrofishing for relocations for the two known perennial creek culverts will follow NMFS steelhead sampling protocols. Any bypass diversions will be screened. If necessary, block nets will be used to exclude fish from project area. If available, fish will be held in pools upstream of the project site.
2. EBMUD biologists will clean hands before touching animals to prevent contamination from foreign matter such as sunscreen.

California Red-legged Frog

Manage Creek Beds, Manage Spillways and Culvert Installation and Replacement

1. Qualified biologists will perform surveys within 10 days prior to project initiation. Red-legged frogs found in the project area will be avoided through rescheduling the activity, or the frogs will be temporarily held (no more than 12 hours) at the project site or moved to an unaffected area.
2. To avoid breeding and larval frogs, spillway projects will only be performed when stream channel is dry or when pre-project surveys determine red-legged frog larvae are not present.
3. EBMUD biologists will clean hands before touching animals to prevent contamination from foreign matter such as sunscreen.

Habitat Restoration

1. Frogs found during pre-project surveys will be allowed to move out of project area on their own, or will be excluded from the project area, captured, and confined during the project and re-released on site, or will be relocated within the distance of a typical home range.

Construct and Manage Ponds, Spring Boxes, and Troughs

1. Structural problems will be repaired; excessive sedimentation and emergent plant growth will be addressed using USFWS recovery plan guidelines.

Western Pond Turtle

Manage Spillways and Habitat Restoration

1. Qualified biologists will perform surveys within 10 days prior to project initiation. Western pond turtles found in the project area will be avoided through project rescheduling or temporarily held using methods described in Section 5.3 of the HCP.
2. If repaired ponds are dewatered, turtles will be moved to a sufficiently large nearby wetted habitat.

Manage Ponds

1. Turtles will be avoided during minor repair work by project rescheduling, or removed and held temporarily near the project site until the minor repair is complete.
2. EBMUD biologists will clean hands before touching animals to prevent contamination from foreign matter such as sunscreen.

Alameda Whipsnake

Manage Ponds, Spring Boxes and Troughs

1. Projects will be suspended if Alameda whipsnakes are observed in project areas.

EBMUD HCP Best Management Practices

The EBMUD Low Effect East Bay HCP has the following additional Best Management Practices related to maintenance and restoration activities described in this document:

Culvert Installation and Replacement.

1. Perform a biological survey of project area for covered species and develop site specific avoidance mitigation measures (AMMs) prior to project initiation.
2. Minimize channel disturbance by using the nearest safe access to the channel.
3. Minimize heavy equipment use adjacent to and on creek banks.
4. Retain trees and shrubs necessary for bank stabilization and wildlife habitat.
5. Construct temporary sediment retention devices as necessary, to minimize potential erosion.
6. Remove easily eroded material from channel resulting from culvert replacement.
7. Use appropriately sized culverts to handle peak flows. Place culverts slightly below channel bottom to avoid outfall barriers. Do not alter upstream channel, unless necessary to protect fill material or prevent culvert blockage.
8. Compact fill material to prevent erosion, seepage, and failure. Armor inlet and outlet with rock or other suitable material where needed.
9. Install or replace culverts to maintain existing fish passage.
10. Reduce exposure of bare soil to erosion through seeding and/or mulching, as necessary.

Construct, Maintain and Repair Ponds, Spring Boxes and Troughs.

1. Perform a biological survey of project area for covered species and develop site specific AMMs prior to project initiation.
2. Minimize heavy equipment use adjacent to and on creek banks.
3. Pond design guidelines outlined in the red-legged frog recovery plan will be followed to the extent possible (hard pan limitations, access restrictions).
4. Retain trees and shrubs necessary for bank stabilization and wildlife habitat.
5. Perform maintenance on ponds when dry except for ponds 11, 22, 28, 62 and 85 which do not typically dry up.

Conduct Habitat Restoration Activities

1. Assess the project area during initial site contact and develop site specific AMMs before continuing.

Manage Creek Beds

1. Perform a biological survey of project area for covered species and develop site specific AMMs prior to project initiation.
2. Follow CDFG guidelines as outlined in the 2003 CDFG (now CDFW) Section 1601 Lake and Streambed Alteration Agreement Memorandum of Understanding (MOU) for working in stream channels.
3. Conduct projects between mid-April and October.
4. Minimize channel disturbance by using the nearest safe access to the channel.
5. Minimize heavy equipment use adjacent to and on creek banks.
6. Retain trees and shrubs necessary for bank stabilization and wildlife habitat, unless otherwise ordered by the State of California Department of Water Resources Division of Safety of Dams (DSOD).
7. Remove green slash from creek.
8. Reduce exposure of bare soil to erosion through seeding and/or mulching, as necessary.

Manage Spillways

1. Perform a biological survey of project area for covered species and develop site specific AMMs prior to project initiation.
2. Follow CDFG guidelines as outlined in the 2003 CDFG (now CDFW) Section 1601 Lake and Streambed Alteration Agreement for working in stream channels.
3. Conduct projects mid-April through October.
4. Use the least disturbing economically feasible technique to clear vegetation and sediment to allow spillways to function as designed.
5. Construct temporary sediment retention devices, as necessary, to minimize potential erosion.
6. Follow regulations for dam maintenance to limit the cleared area.

Summary of Project Impacts

The District's routine maintenance projects include the minor upgrade and replacement of existing structures, minor maintenance and repair of infrastructure and restoration of watershed waterbodies to improve habitat conditions for sensitive and listed species. The types of maintenance activities performed on the watershed are small in scale and typically result in

limited impacts or improvements to habitat conditions for sensitive species. These small projects typically have a footprint of less than 0.05 acres. The total anticipated range of cumulative impacts including permanent and temporary impacts range from less than 0.5 acres to 10 acres of impact over a 10-year period.

Regulatory Permits and Supporting Documents

California Department of Fish and Wildlife Routine Maintenance Agreement, Streambed Alteration Agreement. Notification #1600-2013-0362-R3.

EBMUD Low Effect East Bay Habitat Conservation Plan. 2008

EBMUD East Bay Watershed Master Plan. Updated 2018.

EBMUD Integrated Pest Management Guidelines 2021.