

REQUEST FOR PROPOSAL (RFP)
for the Wildlife Resources Study,
Botanical Resources Study, and
Special Status Amphibians and
Aquatic Reptiles Study RFP Number
F&W-2026-01

ADDENDA

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

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RESPONSE DUE

August 6, 2026
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Terry Cummings, EBMUD
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**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study RFP Number F&W-2026-01

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ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EXHIBIT F – INVASIVE SPECIES CONTROL PROCEDURES FOR DIVE GEAR EQUIPMENT, ROVS, VESSELS, AND OTHER AQUATIC DEVICES

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the performance of technical studies related to the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study to support the Federal Energy Regulatory Commission (FERC) Project 2916 – Lower Mokelumne River (Project) relicensing effort.

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

Perform the studies according to the standards and objectives in the Wildlife Resources Study Plan (TERR-1), Botanical Resources Study Plan (TERR-2), and Special Status Amphibians and Aquatic Reptiles Study Plan (FA-4), which supports the FERC Project 2916 relicensing effort. Review existing management plans and District data from the Project area to develop a baseline with an understanding of the current management goals and objectives in the Project vicinity. Review the study plan to implement a program to gather pertinent data, such as measurements and sampling, and prepare a report. Document study methods, data, and results in a Technical Study Report (TSR) for the District. Evaluate study results to develop recommendations and mitigations for potential license requirements. Although the study plan proposals included in this RFP are anticipated to be completed within a single year, the associated data analysis, final TSR preparation, and Draft License Application (DLA) support may extend through 2029.

B. PROPOSER MINIMUM QUALIFICATIONS

1. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of managing multidisciplinary biological resource projects of similar scope and complexity that demonstrate the ability to provide qualified technical staff with expertise in wildlife biology, botany, herpetology, and Geographic Information System (GIS) analysis relevant to the studies identified in this RFP. The Proposer shall have a minimum of five (5) years of experience conducting biological resource studies for hydroelectric, water resources, or other large-scale infrastructure projects in

California. In addition, the Proposer, Proposer's principal, or Proposer's staff shall demonstrate familiarity with FERC Integrated Licensing Process requirements, Endangered Species Act (ESA) and California Endangered Species Act (CESA) consultation processes, US Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) survey protocols, California Natural Diversity Database (CNDDDB) reporting requirements, and biological studies commonly conducted in support of hydroelectric relicensing efforts in California.

2. Proposer shall possess and maintain all permits, authorizations, licenses, certifications, and professional qualifications necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

1. Purpose of the RFP

The Project's current FERC license expires in March 2031, and the District is now undertaking the relicensing process under FERC's Integrated Licensing Process. The studies outlined in this RFP will support the effort by documenting existing biological conditions, characterizing special-status species and habitats, informing resource agency consultation, and assessing how Project facilities and operations interact with biological resources.

2. Project Site Information

The FERC Project boundary encompasses approximately 19,022 acres and includes a broad range of aquatic, riparian, upland, and wetland habitats that support numerous special-status species and sensitive natural communities (Figure 1).

The study areas for the TERR-1, TERR-2, and FA-4 studies include lands within the FERC Project boundary, Project reservoirs, Project-affected stream reaches, Project recreation facilities, Project operation and maintenance areas, Project roads and utility corridors, and select areas extending beyond the FERC boundary depending on the specific study component.

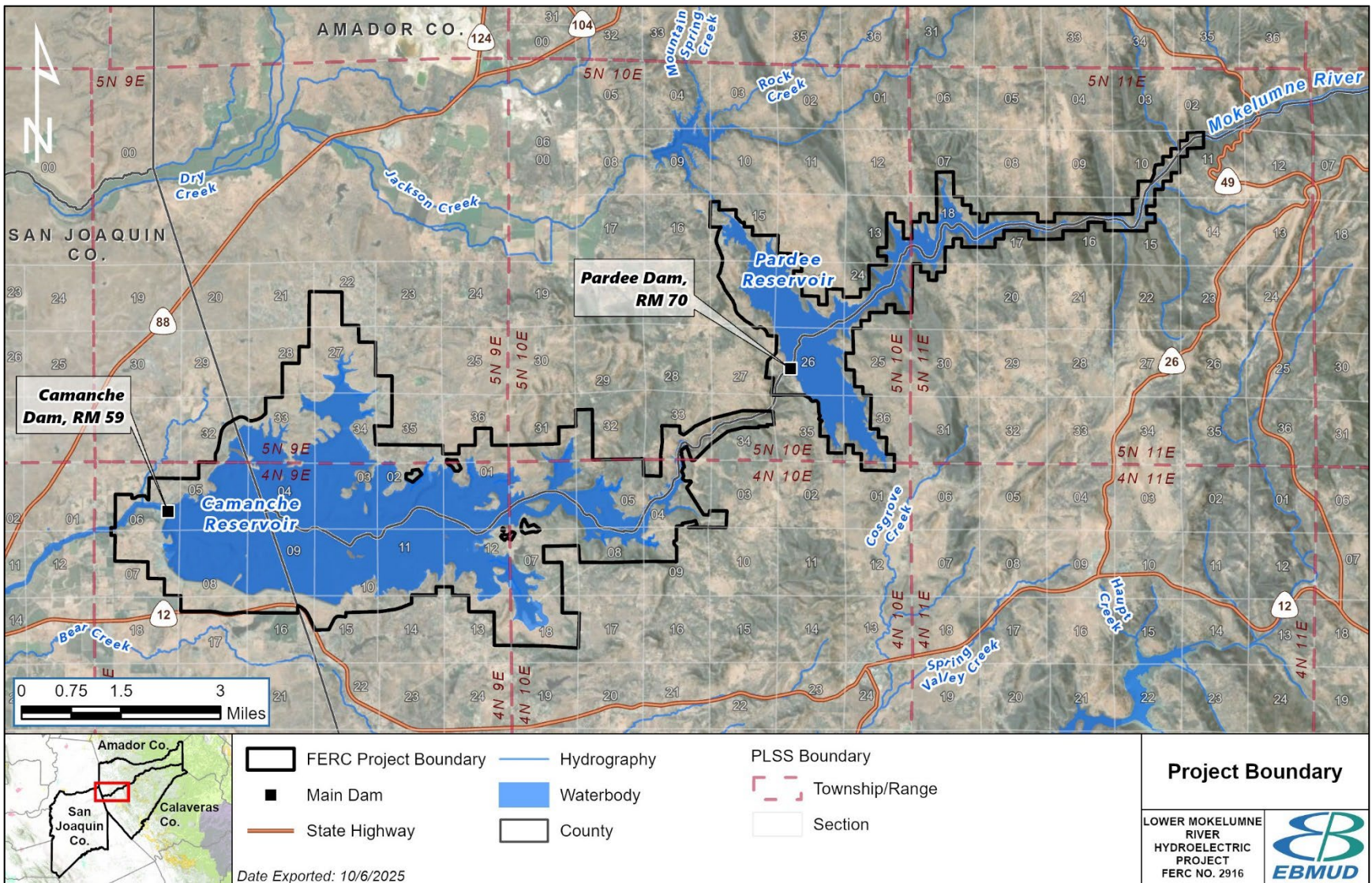


Figure 1: Project location.

3. Project Description

The selected consultant shall coordinate closely with the District throughout study implementation to ensure consistency with relicensing objectives, existing monitoring programs, ongoing agency consultation, operational constraints, and applicable resource management agreements. Work performed under this contract shall be suitable for inclusion within FERC relicensing filings, including Initial Study Reports (ISR), Updated Study Reports (USR), Draft License Application (DLA), and Final License Application (FLA).

a. Project Management and Study Coordination

The consultant shall provide overall project management and coordination for all study components included within this RFP. A Project Manager shall serve as the primary point of contact for the District and shall be responsible for coordinating technical staff, subcontractors (if applicable), scheduling, budget tracking, field implementation, reporting, and quality assurance activities.

The consultant shall prepare a detailed study implementation schedule identifying field survey windows, staffing assumptions, data management milestones, global positioning system (GPS) deliverables, draft reporting schedules, and final reporting milestones. The consultant shall coordinate regularly with District staff regarding field access, operational considerations, survey timing constraints, and safety requirements.

The consultant shall participate in technical coordination meetings, agency consultation support meetings, and periodic progress meetings as requested by the District.

1) Data Ownership and Transfer Requirements

All data, field forms, photographs, laboratory results, maps, figures, databases, technical memoranda, and other materials developed under this contract shall become the property of the District.

The consultant shall provide all spatial, tabular, and field-collected data generated during implementation of TERR-1, TERR-2, and FA-4 to the District. Deliverables shall include

both raw data and quality assurance/quality control (QA/QC) datasets, along with associated metadata, data dictionaries, field forms, photographs, laboratory results, and other supporting documentation.

Data shall be provided in formats acceptable to the District and on a schedule mutually agreed upon by the consultant and the District to support ongoing study review, reporting, and relicensing activities.

2) Permits, Authorizations, and Qualifications

The consultant shall be responsible for obtaining and maintaining all permits, authorizations, certifications, and approvals necessary to perform the work described in this RFP, unless otherwise specified by the District.

The consultant shall ensure that all personnel conducting field surveys possess the appropriate qualifications, training, and permit authorizations required to perform work involving special-status species and sensitive biological resources. The consultant shall comply with all applicable federal, state, and local permit conditions and shall be responsible for coordinating permit requirements with the District prior to initiating field activities.

The District may provide access to existing permits, authorizations, or agreements, where appropriate. However, the consultant shall remain responsible for ensuring that all work is conducted in accordance with applicable permit requirements and conditions.

Copies of all applicable permits and authorizations shall be provided to the District prior to commencement of field activities.

b. GIS, Database, and Data Management

The consultant shall develop and maintain an integrated project geodatabase containing all spatial and tabular data generated during implementation of TERR-1, TERR-2, and FA-4.

The District will provide baseline GIS data (i.e., Project boundary, facilities locations, and land ownership). Additional GIS datasets will be provided according to a mutually agreed upon schedule between the consultant and the District.

The following specifications ensure that all spatial, field collected data, and GIS work products produced for this technical study remain fully compatible with the District's subsequent needs, such as generating figures for the relicensing application and integrating products into the District's central GIS database.

For each figure image (jpg/png) produced, the required GIS work product deliverable will include:

- 1) An ArcGIS Pro map package containing the map and layout, and
- 2) A geodatabase containing the data displayed in the map or layout.
- 3) GIS data will be transferred via the District's Project SharePoint site or a secured website provided by the consultant. Physical media such as disks or flash drives will not be accepted, as they do not comply with District security requirements.

The consultant shall participate in a project kickoff meeting with EBMUD Fisheries & Wildlife staff and GIS staff to establish geodatabase requirements, data management protocols, GIS standards (State Plane, NAD83, feet), metadata requirements, data transfer procedures, figure development expectations, and final deliverable formats. The consultant shall incorporate agreed-upon standards into project implementation to ensure all spatial and tabular data, maps, figures, and associated deliverables are compatible with EBMUD systems and can be readily integrated into District databases and relicensing documents.

c. Wildlife Resources Study Plan (TERR-1)

The purpose of the study is to document special-status wildlife species, monarch butterfly habitat, special-status bats and their roosting habitat, wildlife mortality, and deer migration.

1) General Wildlife Surveys

The consultant shall conduct focused wildlife surveys for special-status wildlife species, in addition to reconnaissance-level wildlife surveys, to identify species potentially occurring within the study area.

Survey methods shall be tailored to target taxa and habitat conditions and shall be conducted in accordance with accepted agency guidance and professional standards. During all field efforts conducted, the consultant shall document incidental observations of special-status wildlife species and associated habitat conditions.

Wildlife survey data shall include species observed, number of individuals, behavior, habitat association, observation location, date, time, weather conditions, and observer information. The consultant shall prepare California Natural Diversity Database (CNDDDB) field forms for qualifying observations and shall coordinate submittal of those records with EBMUD.

- (a) Identify and map known occurrences of special-status wildlife species within 0.25 mile of the FERC Project boundary (Figure 2). Preliminary information is presented in the Lower Mokelumne River Project (FERC No. 2916) Pre-Application Document (EBMUD 2025).
- (b) Identify special-status wildlife species potentially occurring within California Wildlife Habitat Relationships (CWHR) designations. CWHR wildlife habitats and sensitive natural communities shall be documented as part of the Botanical Resources Study Plan. For identification of special-status species potentially occurring within CWHR habitat designations, the study area shall include the FERC Project boundary and areas extending up to 1 mile outside the boundary (Figure 3).

- (c) Conduct wildlife reconnaissance surveys in conjunction with special-status plant surveys. The study area is the area where operations and/or maintenance occurs around Project facilities, plus a protective buffer (Table1).

Species shall be recorded as present if observed directly, identified through species-specific vocalizations, or detected through diagnostic field signs such as scat, tracks, or pellets. Special attention shall be given to identifying and mapping potential mule deer fawning habitat.

For each special-status species observed, a CNDDDB field survey form shall be completed and submitted to CDFW. An electronic database of special-status wildlife observations shall also be developed for distribution to the District, resource agencies, and interested relicensing participants.

- (d) Record incidental observations of any special-status species during all field surveys completed in support of the relicensing of the Project.

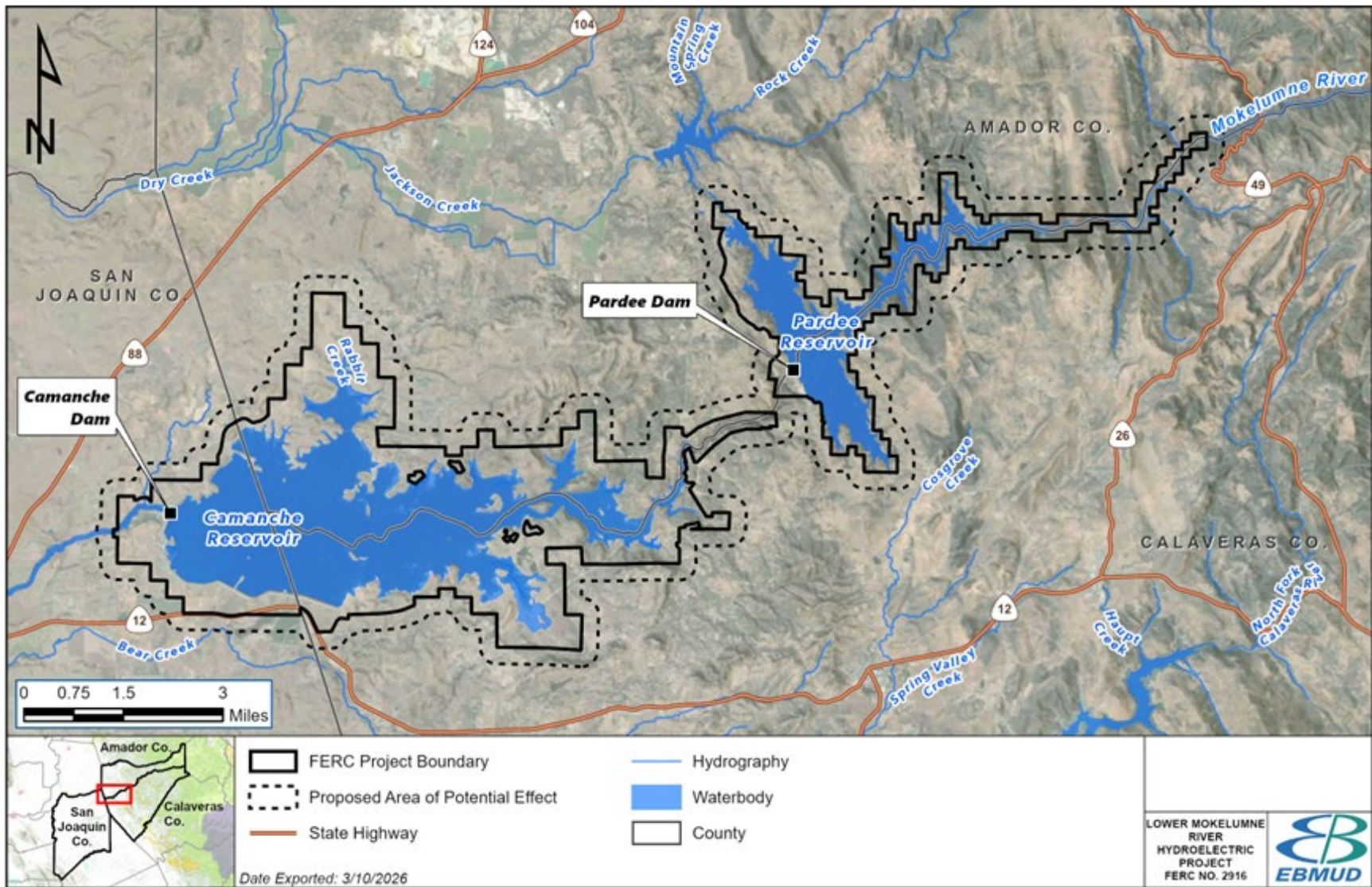


Figure 2: FERC Project Boundary and 0.25-mile buffer of area of potential effects.

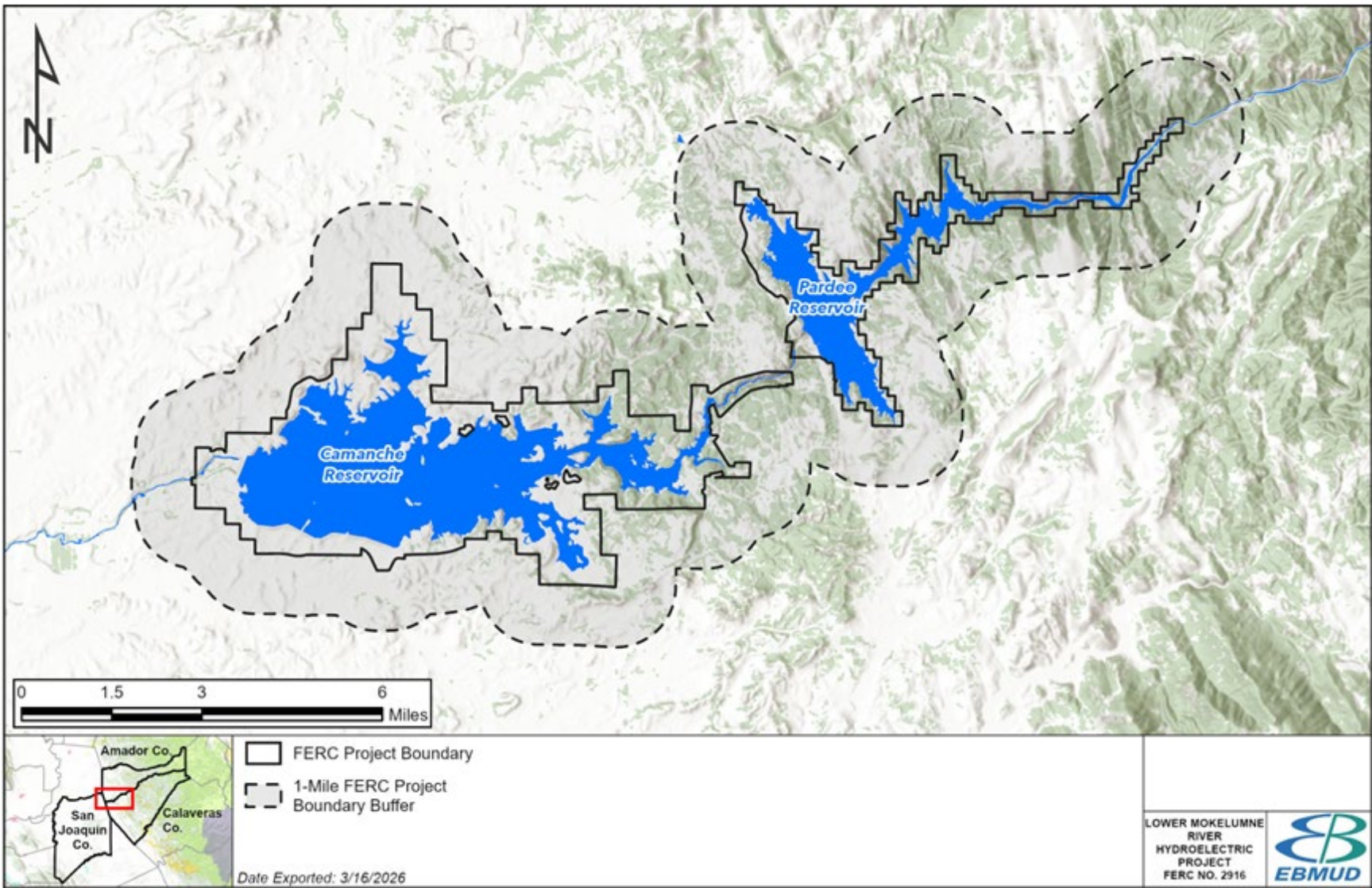


Figure 3: FERC Project Boundary and 1-mile buffer.

Table 1 - FERC Project facilities and protective buffer survey areas.

Project Facility Type	Survey Area¹
Dams, Dikes, and Spillways	
Pardee Dam	100 feet
Pardee South Spillway	100 feet
Jackson Creek Dike and Spillway	100 feet
West End Dike	100 feet
Camanche Dam	100 feet
Camanche Spillway	100 feet
Dikes 1 – 6	100 feet
Penstocks	
Pardee Penstock	15 feet on either side
Camanche Penstock	15 feet on either side
Powerhouses and Switchyards	
Pardee Powerhouse and Switchyard	Within and up to 15 feet around the perimeter fence
Camanche Powerhouse and Switchyard	Within and up to 15 feet around the perimeter fence
Ancillary and Support Facilities	
	15 feet around the perimeter
Stream Gages	
	10 feet around gages
Project Access Roads	
	20 feet on either side
Recreation	
Pardee Recreation Area	150 feet around recreation facilities
Camanche North Shore Recreation Area	150 feet around recreation facilities
Camanche South Shore Recreation Area	150 feet around recreation facilities
Camanche Hills Hunting Preserve	150 feet around recreation facilities
Mokelumne River Fish Hatchery	150 feet around hatchery and associated facilities
Mokelumne Day Use Area	150 feet around recreation facilities
¹ This survey area buffer would apply to the wildlife reconnaissance surveys, monarch butterfly habitat surveys, special-status plant surveys, and non-native invasive plant surveys.	

2) Monarch Butterfly Habitat Surveys

As part of the monarch butterfly habitat assessment, the consultant shall coordinate with the Botanical Resources Study (TERR-2) to identify and map milkweed host plants

(*Asclepias* spp.) and characterize suitable monarch habitat within Project operation and maintenance areas.

- (a) Document the location of monarch butterfly habitat (i.e., milkweed) in conjunction with special-status plant surveys (Botanical Resources Study Plan). The study area consists of lands within the FERC Project boundary where operations and/or maintenance activities are conducted, plus a protective buffer (Table 1).

Digital photographs, GPS information, an estimate of the number of individuals present, and a description of associated habitats shall be collected for each milkweed population observed.

3) Special-status Bat Roost Surveys

The consultant shall evaluate Project facilities for bat roosting habitat and conduct bat roost assessments. Work shall include identification of potential roost structures, documentation of bat activity, evaluation of species presence where feasible, and mapping of roost locations and associated habitat features.

Special-status bat surveys consist of a facility assessment, visual roost survey, and guano DNA sampling. This approach includes methods that allow confirmation of individual bat species present.

- (a) Conduct an initial desktop assessment, followed by a preliminary visual assessment, of Project facilities to determine each facility's potential to support bat roosts. Develop a list of Project facilities potentially supporting bat roosts (by facility type).
- (b) Conduct visual roost surveys at Project facilities identified as potentially supporting roosting bats. The assessment shall be conducted between June and July during the end of the

maternal roosting period, after the critical parturition and early nursing period.

- (c) If bat roosts are identified but species cannot be determined visually, guano DNA sampling shall be conducted where suitable fresh guano is available.
- (d) The consultant shall develop a map and table documenting bat roost locations and species presence, where applicable.

4) Wildlife Mortality

The consultant shall document wildlife mortality associated with Project facilities and operations. Mortality observations shall include species identification, location, probable cause of mortality where feasible, and relationship to Project facilities or activities.

- (a) Document wildlife mortality observed during implementation of studies conducted to support relicensing of the Project. Develop a map and table documenting wildlife mortality in relation to Project facilities.

5) Deer Migration and Important Areas

The consultant shall evaluate available deer migration information and map migration routes and important habitat areas within the Project boundary and 1 mile around the FERC Project boundary (Figure 3). The evaluation shall consider the relationship between migration areas and Project facilities, operations, and maintenance activities (Table 1).

- (a) Review California State Geoportal datasets and other available literature to identify mule deer migration corridors and other important areas. Develop a map of migration routes and important areas (e.g., winter and summer ranges, migration stopover locations) based on literature review and consultation with CDFW.

Overlay information on stated Project facilities types.

6) Culturally Significant Wildlife Species

The consultant shall support the identification and documentation of culturally significant wildlife species occurring within the FERC Project boundary. For the purposes of this study, culturally significant wildlife species are those identified by interested Tribes as having traditional, cultural, spiritual, ceremonial, or historic importance.

The District will coordinate with interested Tribes to identify culturally significant wildlife species and provide relevant information to the consultant, as appropriate and consistent with applicable confidentiality requirements.

Upon receipt of information from the District, the consultant shall incorporate culturally significant wildlife species into wildlife field surveys, where feasible, and document observed occurrences, habitat associations, and potential distribution of those species, as well as their relationship to Project facilities and activities. The consultant shall develop GIS mapping products and supporting documentation for culturally significant wildlife species, consistent with Tribal confidentiality requirements and any restrictions established by the District.

Information regarding culturally significant wildlife species shall be summarized in the Draft and Final Wildlife Resources Technical Study Reports, as appropriate, and incorporated into subsequent Resource Effects Assessment and Licensing Support activities.

7) Data Analysis and Reporting

The consultant shall prepare a Draft and Final Wildlife Resources Technical Study Reports summarizing survey methodologies, survey effort, habitat conditions, GIS mapping products, wildlife observations, data analyses, photographs, appendices, study conclusions, and supporting information sufficient to facilitate preparation of Resource

Effects Assessments, Draft License Application materials, and other relicensing-related documents.

Studies will be conducted and study reports will be drafted in conformance with the following:

- (a) FERC Regulations for studies: 18 CFR § 5.15 - Conduct of studies.
- (b) Study Reports template outline per FERC regulations shown below.
- (c) Anticipated Study Plan Determination (SPD) issued by FERC by September 1, 2026.
- (d) Scoping Document 2 (SD2) schedule shown below.

Study Reports template outline:

- (a) Introduction
- (b) Study Goals and Objectives
- (c) Geographic Scope
- (d) Methodology
 - i. Study Methods
 - ii. Study Plan Modifications
 - iii. Variance from Study Plan Methodology
- (e) Results
- (f) Conclusion
- (g) References

d. Botanical Resources Study Plan (TERR-2)

The purpose of the study is to document CWHR habitat types, sensitive natural communities, special-status plant species, lichens, and mosses, and non-native invasive plants (NNIPs) occurring within the study area and evaluate their relationship to Project facilities and activities.

1) CWHR Habitats and Sensitive Natural Communities

The consultant shall develop habitat maps using CWHR classifications and conduct field verification and ground-truthing to confirm habitat boundaries, sensitive natural community locations, and habitat conditions. Ground-

truthing efforts shall focus on areas surrounding Project facilities and areas where uncertainty exists regarding habitat classification or sensitive natural community boundaries.

- (a) Develop habitat maps of the study area based on Classification and Assessment with CWHR habitat descriptions. For CWHR habitats and sensitive natural communities, the study area is the FERC Project boundary and 1 mile outside (Figure 3).
- (b) Conduct ground-truthing of habitats within 0.25-mile of Project facilities, concentrating in areas where concerns about habitat identification or boundaries arise from review of aerial photographs.

Within the large CWHR habitats, sensitive natural communities (i.e., ranks S1 – S3) by CDFW (2025) shall also be identified and mapped using the *Manual of California Vegetation* classification system (Sawyer et al. 2009) as part of the ground-truthing survey.

Wetland, riparian, and littoral habitats will be mapped as part of the Wetland, Riparian, and Littoral Habitats Study Plan (EBMUD 2025).

- (c) Develop a GIS map of habitats and sensitive natural communities within the study area and overlay information on Project facilities.

2) Special-Status Plants

For the purposes of this study plan, a special-status plant is defined as any plant or moss species that is granted protection by a federal or state agency.

The consultant shall conduct protocol-level botanical surveys. Surveys shall be floristic in nature, and survey timing shall account for blooming periods, annual climatic variability, and reference population conditions. Based on

the blooming periods for plants known or potentially occurring within the Project vicinity, the consultant shall potentially conduct three focused botanical surveys during March, May, and July.

Special-status plant survey efforts shall include identification and mapping of all observed special-status plant populations, characterization of habitat conditions, estimation of population extent where feasible, and documentation of associated species and site conditions. In addition, the consultant shall document special-status lichen and moss species where appropriate and characterize suitable habitat areas associated with those resources.

- (a) Identify, map, and list known occurrences of special-status plants, as well as special-status plant species with the potential to occur within the study area, based on agency consultation and a review of existing information.
- (b) Conduct focused special-status plant surveys in the study area. The study area includes lands within the FERC Project boundary where operations and/or maintenance activities are conducted, plus a protective buffer. Refer to Table 1.
- (c) Botanists shall also document the location and extent of any population of milkweed (*Asclepias* spp.) (the host plant for the monarch butterfly [*Danaus plexippus*]).
- (d) Moss specimens will be identified to species by a qualified bryologist. If necessary, moss species can be collected and labeled in the field with the date and collection location, to be identified following the field survey.
- (e) Develop a GIS map of special-status plant populations and overlay information on Project facilities. Compile a comprehensive list of all species observed during field surveys.

3) Non-Native Invasive Plants

The consultant shall identify, map, and characterize NNIPs occurring within the study area. Infestation levels shall be classified based on percent cover categories identified in the RSP. Focused NNIP surveys in conjunction with special-status plant surveys shall be conducted in the study area. The study area consists of lands within the FERC Project boundary where operations and/or maintenance activities are conducted, plus a protective buffer. Refer to Table 1.

- (a) Identify, map, and list known occurrences of NNIPs based on agency consultation and a review of existing information. This list shall incorporate priority NNIPs identified through consultation with the District and applicable agencies.
- (b) Conduct focused NNIP surveys in conjunction with special-status plant surveys in the study area. Collect data and report survey results, including species, location, number of acres infested by NNIPs, and levels of infection.
- (c) Develop a GIS map of noxious weeds and invasive non-native plants and overlay information on Project facilities.

4) Culturally Significant Botanical Species

The consultant shall support the identification and documentation of culturally significant botanical species occurring within the FERC Project boundary. For the purposes of this study, culturally significant botanical species are those identified by interested Tribes as having traditional, cultural, spiritual, ceremonial, or historic importance.

The District will coordinate with interested Tribes to identify culturally significant botanical species and provide relevant information to the consultant, as appropriate and consistent with applicable confidentiality requirements.

Upon receipt of information from the District, the consultant shall incorporate culturally significant botanical species into botanical field surveys, where feasible, and document the occurrence, distribution, habitat characteristics, and relationship of those species to Project facilities and activities. The consultant shall develop GIS mapping products and supporting documentation for culturally significant botanical species, consistent with Tribal confidentiality requirements and any restrictions established by the District.

Information regarding culturally significant botanical species shall be summarized in the Draft and Final Botanical Resources Technical Study Reports, as appropriate, and incorporated into subsequent Resource Effects Assessment and Licensing Support activities.

5) Data Analysis and Reporting

The consultant shall prepare Draft and Final Botanical Resources Technical Study Reports summarizing methodologies, habitat mapping, survey results, GIS products, special-status plant observations, invasive species mapping, appendices, figures, study conclusions, and supporting information sufficient to facilitate preparation of Resource Effects Assessments, Draft License Application materials, and other relicensing-related documents. Studies will be conducted and study reports will be drafted in conformance with the following:

- (a) FERC Regulations for studies: 18 CFR § 5.15 - Conduct of studies.
- (b) Study Reports template outline per FERC regulations shown below.
- (c) Anticipated SPD issued by FERC by September 1, 2026.
- (d) SD2 schedule shown below.

Study Reports template outline:

- (a) Introduction
- (b) Study Goals and Objectives
- (c) Geographic Scope
- (d) Methodology
 - i. Study Methods
 - ii. Study Plan Modifications
 - iii. Variance from Study Plan Methodology
- (e) Results
- (f) Conclusion
- (g) References

e. Special Status Amphibians and Aquatic Reptiles Study Plan (FA-4)

The purpose of the study is to document special-status amphibians and aquatic reptiles and characterize associated habitats within the study area.

1) Northwestern Pond Turtle

The consultant shall identify and map potential habitat for northwestern pond turtle (NWPT) within the study area and conduct surveys to document the distribution and relative abundance of NWPT populations. Surveys include visual encounter surveys (VES), basking observations, aquatic habitat characterization, and identification of potential nesting habitat associated with Project operations, facilities, and Project-affected areas.

- (a) Develop NWPT nesting habitat suitability criteria based on resource agency coordination, published literature, and the proposed GIS selection criteria identified in the RSP. Using the approved suitability criteria, conduct a desktop GIS analysis to identify and map potential NWPT nesting habitat within the study area, including Pardee Reservoir, Camanche Reservoir, and the Lower Mokelumne River from Camanche Dam downstream to Woodbridge Irrigation District Dam.

- (b) Conduct a field reconnaissance survey of potential nesting locations identified in the GIS map near Project facilities where Project maintenance activities occur (Table1).
- (c) Identify and map known occurrences of NWPT within the study area based on agency consultation and a review of existing information.
- (d) Select NWPT study sites in the vicinity of the Fish Population Study (FA-1) electrofishing sites on Pardee and Camanche reservoirs and on the Lower Mokelumne River (Figure 4 and Figure 5; Table 2 and Table 3). Study sites shall be located in areas that provide suitable habitat for NWPT. See Exhibit F for invasive species control procedures.

In addition to the established Fish Population Study sample sites, the District proposes to add a second study site within Reach 3, based on site-specific habitat conditions, to ensure that each reach contains a minimum of two sampling sites. The District also proposes to include one additional study site located downstream of Highway 49 within the Project boundary. Final site selection shall consider habitat suitability, site accessibility, and safety considerations.

Conduct VES at the study sites and document emergent logs either connected to shore or surrounded by water that are large enough to provide perches for turtles. The VES season should be Mid-May to Mid-September and consist of a minimum of three visits at each site.

- (e) Obtain additional NWPT presence information from incidental sightings made during

implementation of other aquatic and wildlife technical studies.

- (f) Evaluate output from the Water Temperature Study (WR-2) to compare NWPT habitat conditions under the existing Project and alternatives (as appropriate). Correct VES observations for biases in detectability, which occur due to the proportion of time NWPT spend basking and are visible to surveyors based on water temperature.

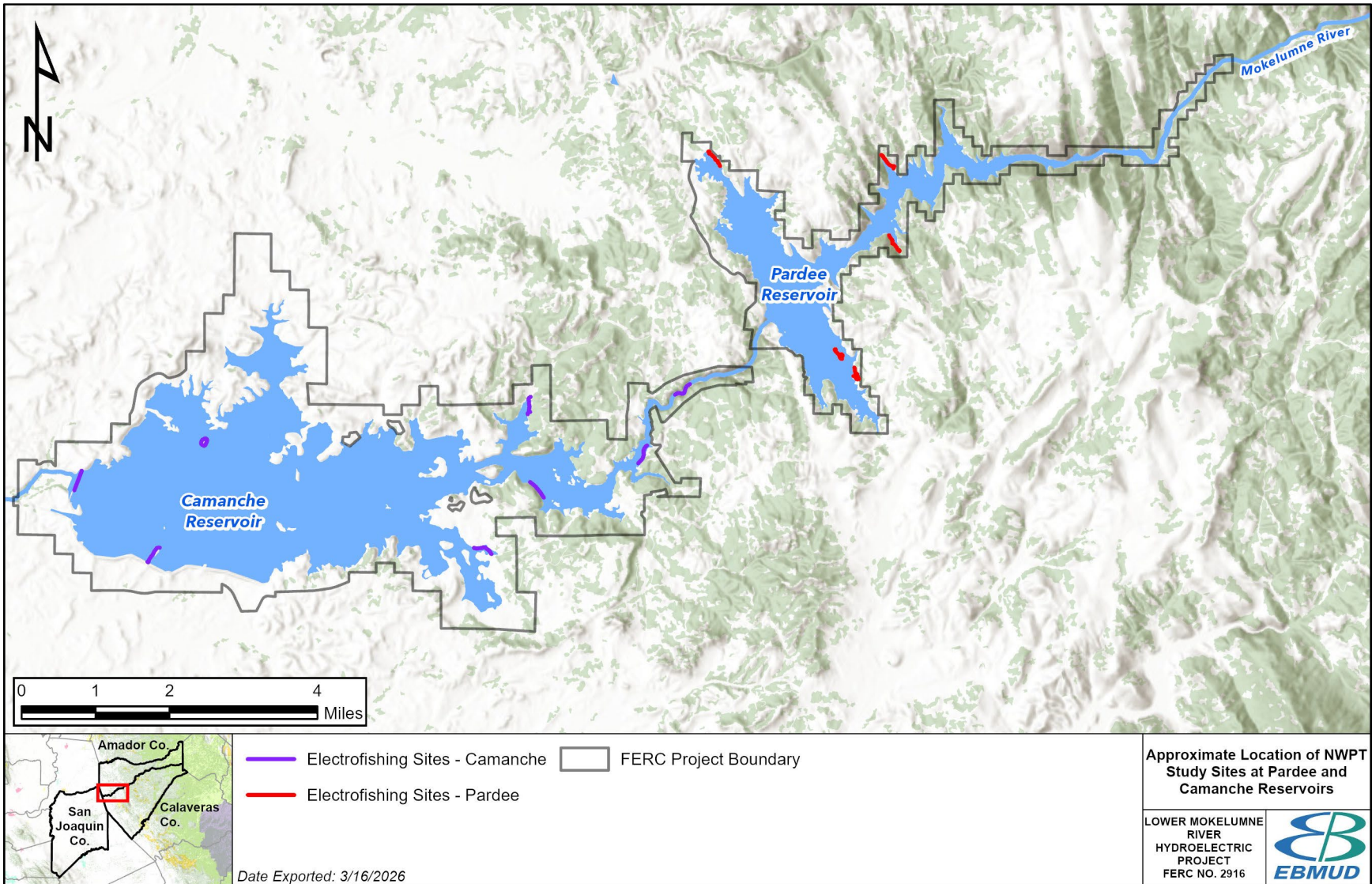


Table 2 - Approximate locations for NWPT study sites in Pardee and Camanche reservoirs.

Site Number	START GPS Coordinates		END GPS Coordinates	
Camanche Reservoir				
CR 1	121° 1' 24.63"W	38° 13' 33.734"N	121° 1' 24.63"W	38° 13' 16.446"N
CR 2	121° 0' 4.818"W	38° 12' 31.919"N	120° 59' 59.415"W	38° 12' 53.104"N
CR 3	120° 59' 26.723"W	38° 14' 2.236"N	120° 59' 25.154"W	38° 14' 1.968"N
CR 4	120° 54' 44.367"W	38° 14' 2.236"N	120° 54' 49.724"W	38° 13' 54.942"N
CR 5	120° 55' 13.272"W	38° 13' 42.251"N	120° 54' 57.437"W	38° 13' 41.2"N
CR 6	120° 53' 7.134"W	38° 13' 40.41"N	120° 52' 55.288"W	38° 13' 55.346"N
CR 7	120° 56' 56.201"W	38° 12' 52.47"N	120° 56' 31.315"W	38° 12' 52.427"N
CR 8	120° 52' 50.805"W	38° 14' 3.559"N	120° 56' 31.315"W	38° 12' 52.427"N
Pardee Reservoir				
PR 1	120° 51' 57.331"W	38° 17' 22.534"N	120° 51' 47.559"W	38° 17' 13.399"N
PR 2	120° 49' 19.93"W	38° 17' 19.637"N	120° 49' 11.364"W	38° 17' 12.658"N
PR 3	120° 49' 6.356"W	38° 16' 14.734"N	120° 49' 17.187"W	38° 16' 27.242"N
PR 4	120° 44' 46.908"W	38° 18' 0.509"N	120° 44' 52.26"W	38° 17' 58.902"N
PR 5	120° 49' 48.269"W	38° 14' 46.659"N	120° 49' 45.401"W	38° 14' 50.014"N

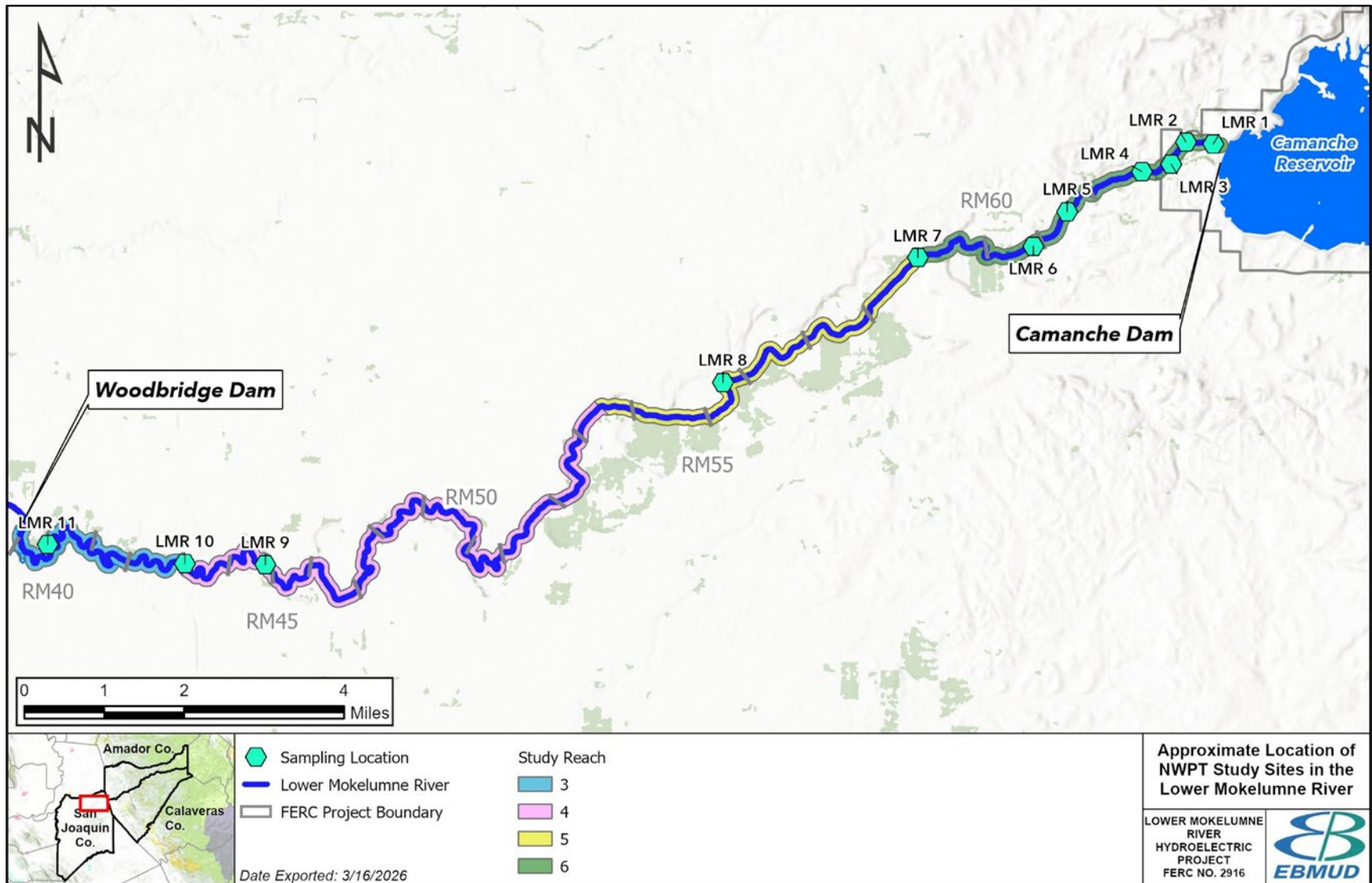


Figure 5: Approximate location of NWPT and FYLF study sites in the Lower Mokelumne River.

Table 3 - Approximate locations of NWPT and FYLF study sites in the Lower Mokelumne River (co-located with fish sampling sites).

Site Number	Habitat	Site Name	River Reach	Latitude	Longitude	River Mile
LMR 1	Dam basin	BELCAMDAM	6	38.22627	-121.02512	63.9
LMR 2	Glide	VANASSENE	6	38.22659	-121.03141	63.5
LMR 3	Off-channel contiguous pool	AIB	6	38.22257	-121.03477	63.1
LMR 4	Run	SPANGLER	6	38.22119	-121.0415	62.7
LMR 5	Glide	AFRAMEG	6	38.21384	-121.05863	61.5
LMR 6	Off-channel pool	ABOVE88BW	6	38.20754	-121.06636	60.9
LMR 7	Glide	MACKVILLEG	5	38.2054	-121.09289	59.0
LMR 8	Split-channel glide	BIGBENDG	5	38.1825	-121.1375	55.7
LMR 9	Glide	TRAINBRIDG	4	38.14889	-121.24234	44.9
LMR 10	Glide	HWY99G	4	38.14896	-121.26082	43.0
LMR 11	Lake	LAKELODIE	3	38.15221	-121.29238	40.0

2) Foothill Yellow-legged Frog

The consultant shall conduct foothill yellow-legged frog (FYLF) surveys using VES methodologies and document habitat conditions, breeding habitat characteristics, and incidental observations. Survey documentation shall include survey effort, weather conditions, flow conditions, habitat characteristics, and potential predator observations.

- (a) Identify areas of suitable habitat for breeding, egg deposition, and larval development within the Project boundary and in the Lower Mokelumne River from Camanche Dam to the Woodbridge Irrigation District Dam and associated tributaries (1,000 meters upstream) based on a desktop analysis of available data and knowledge of the system. Following the habitat characterization, develop a map of potential breeding habitat.
- (b) Conduct VES in suitable FYLF breeding habitat at representative sites located in the vicinity of the Fish Population Study (FA-1) electrofishing sites on the Lower Mokelumne River (Figure 5; Table 3), as well as one additional study site within Reach 3 and one additional study site located downstream of Highway 49 within the Project boundary. Final site selection shall consider habitat

suitability, site accessibility, and safety considerations. See Exhibit F for invasive species control procedures.

Surveys shall be conducted during the FYLF breeding and egg deposition/development period when adult frogs and egg masses are most likely to be observed. Surveys shall consist of three visits at each study site, distributed throughout the breeding season.

All evidence of FYLF presence shall be documented with photographs, GPS coordinates, and microhabitat characteristics, including water depth, substrate, canopy cover, and water temperature.

Survey details such as total effort (e.g., person-hours), date, time, weather, flow conditions, and locations surveyed will be recorded. Potential predators shall also be recorded.

- (c) Verify potential breeding habitat at representative locations in the field in conjunction with VES surveys. Develop an updated map showing potential FYLF breeding habitat and occurrences.
- (d) Conduct two VES young-of-year FYLF surveys to document the presence or absence of juvenile FYLF following the breeding season and, if present, to provide additional information regarding successful reproduction, relative abundance, and habitat use. VES should be conducted at each FYLF study site that has suitable habitat during mid- to late summer, generally between August 1 and September 15, when recently metamorphosed juvenile frogs are most likely to be present.

Surveys shall target suitable juvenile habitat, including stream margins, exposed cobble and gravel bars, bedrock benches, and shallow shoreline habitats. For each juvenile FYLF observation, the consultant shall record the date, time, GPS coordinates, life stage, and habitat characteristics, and collect photographs where feasible.

- (e) Record incidental observations of FYLF observed during other survey/monitoring efforts conducted for the Project.

3) Northwestern Pond Turtle and Foothill Yellow-legged Frog eDNA Sampling

Collect and analyze eDNA samples for NWPT and FYLF at up to six sampling locations within the study area. Sampling locations shall include one location downstream of Highway 49, within the FERC Project boundary, and up to five locations within the Lower Mokelumne River between Camanche Dam and Woodbridge Irrigation District Dam. Final sampling locations shall be selected in coordination with the District and resource agencies.

- (a) Each sampling location shall be sampled up to three times during the FYLF breeding survey period to coincide with VES. The consultant shall provide all sample collection, laboratory analysis, quality assurance/quality control procedures, data interpretation, GIS mapping, and reporting necessary to complete the task.
- (b) The consultant shall summarize methods, sampling locations, laboratory results, detections, non-detections, and study limitations in the Special Status Amphibians and Aquatic Reptiles ISR and USR.

4) Giant Garter Snake and Western Spadefoot Habitat

The consultant shall characterize aquatic and upland habitat conditions associated with giant garter snake (GGS) and western spadefoot (WS) and shall coordinate habitat mapping efforts with related habitat mapping completed under Botanical Resources Study (TERR-2) and Wetland, Riparian, and Littoral Habitats Study (TERR-3).

For GGS and WS habitat mapping, the study area is 1 mile around the FERC Project boundary.

- (a) Develop an updated map showing potential GGS and WS aquatic and upland habitat.

5) Data Analysis and Reporting

The consultant shall prepare Draft and Final Special Status Amphibians and Aquatic Reptiles Technical Study Reports summarizing methodologies, habitat characterization, GIS mapping products, survey observations, appendices, figures, study conclusions, and supporting information

sufficient to facilitate preparation of Resource Effects Assessments, Draft License Application materials, and other relicensing-related documents.

Studies will be conducted and study reports will be drafted in conformance with the following:

- (a) FERC Regulations for studies: 18 CFR § 5.15 - Conduct of studies.
- (b) Study Reports template outline per FERC regulations shown below.
- (c) Anticipated SPD issued by FERC by September 1, 2026.
- (d) SD2 schedule shown below.

Study Reports template outline:

- (a) Introduction
- (e) Study Goals and Objectives
- (f) Geographic Scope
- (g) Methodology
 - i. Study Methods
 - ii. Study Plan Modifications
 - iii. Variance from Study Plan Methodology
- (h) Results
- (i) Conclusion
- (j) References

4. Optional Tasks

The following are additional tasks that may be requested by the selected Consultant. The provided estimated scope of work may be subject to further refinement upon contract award.

a. Resource Effects Assessment and Licensing Support

The consultant shall evaluate the relationship between Project facilities, operations, maintenance activities, reservoir operations, and biological resources documented during implementation of the Wildlife Resources Study Plan (TERR-1), Botanical Resources Study Plan (TERR-2), and Special Status Amphibians and Aquatic Reptiles Study Plan (FA-4).

Using information collected during field surveys, GIS analyses, existing resource information, agency consultation, and relevant information

developed through other relicensing studies, the consultant shall prepare a Resource Effects Assessment to accompany the USR and DLA.

Deliverables may be requested from the selected consultant under deliberative process confidentiality privileges. The assessment shall include:

- 1) Resource Conditions and Resource-Project Relationships
 - (a) Summarize existing biological resource conditions within the study area based on study findings.
 - (b) Evaluate the relationship between Project facilities, operations, maintenance activities, recreation facilities, access roads, utility corridors, and documented biological resources.
 - (c) Identify biological resources occurring within or adjacent to Project facilities and areas influenced by Project operations.
- 2) Evaluation of Potential Project Effects
 - (a) Evaluate potential Project-related effects on wildlife resources, botanical resources, special-status amphibians, and aquatic reptiles based on study findings.
 - (b) Assess the extent to which Project facilities and activities may influence species occurrence, habitat suitability, habitat connectivity, movement patterns, breeding, nesting, roosting, basking, foraging, migration, or other important life-history functions.
 - (c) Evaluate the relationship between documented habitat conditions and Project operations where sufficient information is available.
 - (d) Identify direct and indirect Project effects where supported by available information.
- 3) Resource Management Considerations
 - (a) Identify biological resources that may warrant additional consideration during relicensing.

- (b) Identify data gaps, uncertainties, and limitations associated with the assessment.
 - (c) Summarize resource management considerations and potential resource issues that may be relevant to future development of protection, mitigation, and enhancement measures.
- 4) Updated Study Report Support
- (a) As part of the project team, participate in and support Technical Working Group meetings and/or resource agency consultation meetings as requested by the District.
 - (b) Develop summary tables, figures, GIS products, and supporting documentation necessary to present study findings and potential Project effects.
 - (c) Prepare a Draft Resource Effects Assessment Technical Memorandum for District review and comment. Following receipt of District comments, the consultant shall prepare a comment-response matrix documenting how comments were addressed and revise the memorandum, as appropriate.
 - (d) Subsequently prepare a Final Resource Effects Assessment Technical Memorandum suitable to support the USR and DLA.

The consultant shall assume this task will require approximately 400 to 900 labor hours distributed among senior technical staff, project management, GIS support, and technical editing personnel. This estimate is intended to establish a common basis for proposal development and shall include all labor necessary to complete the Resource Effects Assessment and Licensing Support task described herein.

b. Draft License Application Support

The consultant shall provide technical support for preparation of the DLA associated with the Lower Mokelumne River Hydroelectric Project relicensing effort. Support shall focus on incorporation of study findings and Resource Effects Assessment results into the DLA and related relicensing documents.

Deliverables may be requested from the selected consultant under deliberative process confidentiality privileges. Tasks shall include:

- 1) Review and update, as necessary, technical information developed during preparation of the USR and Resource Effects Assessment.
- 2) Prepare concise summaries of study objectives, methodologies, study results, resource conditions, resource-project relationships, and key findings suitable for incorporation into the DLA.
- 3) Assist the District with development of biological resource sections of the DLA associated with TERR-1, TERR-2, and FA-4.
- 4) Assist the District with development of Project effects discussions, resource management considerations, and supporting technical documentation derived from the completed studies and Resource Effects Assessment.
- 5) Review and incorporate relevant information developed through other relicensing studies, as appropriate.

As part of the project team, the consultant shall participate in and support technical coordination meetings, relicensing team meetings, Technical Working Group meetings, and/or resource agency consultation meetings, as requested by the District.

The consultant shall prepare and submit draft biological resource sections, supporting technical memoranda, figures, tables, GIS products, and other supporting documentation for District review and comment.

Following receipt of District comments, the consultant shall prepare a comment-response matrix documenting how comments were addressed and revise materials, as appropriate.

The consultant shall prepare final biological resource sections, figures, tables, GIS products, and supporting documentation necessary to present study findings, resource-project relationships, and potential Project effects within the DLA.

The consultant shall assume this task will require approximately 300 to 1,000 labor hours distributed among senior technical staff, project management, GIS support, and technical editing personnel. This estimate is intended to establish a common basis for proposal development and shall include all labor necessary to complete the Draft License Application Support task described herein.

5. Schedule

Following issuance of the FERC Study Plan Determination, desktop assessments and field survey implementation are anticipated to begin in September 2026 and conclude by August 2027. The preliminary relicensing schedule currently anticipates submittal of the Initial Study Report in September 2027, the Updated Study Report in August 2028, and the Draft License Application in November 2028.

Following filing of the Initial Study Plan and Updated Study Plan, Consultant will prepare and present a PowerPoint slide deck of the study results at the Initial Study Report Meeting and Updated Study Report Meeting per the schedule in the SD2 table shown below (Table 4).

Table 4 - SD2 schedule (excerpted)

Milestone	Date	FERC Regulation
Conduct Study Season	2027	5.15(a)
File Initial Study Report	9/1/2027	5.15(c)(1)
Initial Study Report Meeting	9/16/2027	5.15(c)(2)
File Initial Study Report Meeting Summary	10/01/2027	5.15(c)(3)
File Updated Study Report	8/31/2028	5.15(f)
Updated Study Report Meeting	9/15/2028	5.15(f)
File Updated Study Report Meeting Summary	10/2/2028	5.15(f)

D. DELIVERABLES/REPORTS

1. Specific deliverables are listed by task in Section I.C. (Specific Requirements) of this RFP.
2. All deliverables in draft, revised draft, and final versions will be submitted in the following format and applies to i) meeting handouts and agendas, ii) meeting summaries, iii) presentations, iv) schedules, v) comment reviews of District- and consultant- produced reports, and vi) technical memorandums, if listed in Section I.C.:
 - a. Native format files, such as Microsoft Word, PowerPoint, etc.;
 - b. Digital spatial or geographic data, e.g. (geographic information system (GIS)); and

- c. Delivery via email or, if the file size exceeds the District's system limits of 25 MB, the District's Project SharePoint site, or a secured website provided by the Consultant. Disks or flash drives will not be accepted because they are not compatible with the security requirements of the District system.
3. In addition to requirements in the entirety of Section D.2 (Deliverables/Reports), final version deliverables will be submitted in the following format and applies to i) meeting handouts and agendas, ii) meeting summaries, iii) presentations, iv) schedules, and v) technical memorandums:
 - a. One (1) electronic copy in PDF format covering the entirety of the work product in a text-searchable format and with section bookmarks (only for lengthy documents, or as requested); and
 - b. Original images of the photographs taken of the Project that are included in the documents.
4. The following review schedule applies to draft, revised draft, and final version of deliverables for i) comment reviews of District- and consultant- produced reports, and ii) technical memorandums:
 - a. At least 4 weeks ahead of the final deliverable due date, submit a draft for District review,
 - (1) Allocate at least two weeks for the District's review of the draft; although, the District could request additional time depending on the size/complexity of the deliverable,
 - b. Submit a revised draft that responds to District comments,
 - (1) Allocate 5 business days for the District's review of the revised draft, and
 - c. Submit a final version that incorporates any District comments on the revised draft.
5. The following review schedule applies to draft, revised draft, and final version of deliverables for i) meeting handouts and agendas, ii) meeting summaries, iii) presentations, and iv) schedules:
 - a. At least 4 business days ahead of the final deliverable due date, submit a draft for District review,

- (1) Allocate at least 2 business days for the District's review of the draft,
 - b. Submit a revised draft that responds to District comments,
 - (1) Allocate one business day for the District's review of the revised draft, and
 - c. Submit a final version that incorporates any District comments on the revised draft.
6. Monthly Progress Reports - One (1) electronic emailed copy to accompany monthly invoices. Progress reports should describe work performed and associated costs per project task.
 - a. The invoice shall list the professional fees, including each individual's position title, to substantiate the billing rate.
 - b. Supporting documentation (such as copies of itemized receipts) for reimbursable expenses shall be attached to the invoice.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	July 10, 2026
Response Due	August 6, 2026 by 4:00 p.m.
Anticipated Contract Start Date	October 14, 2026

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 level of effort.
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 identify qualified Proposers in accordance with the evaluation criteria set forth in this RFP. The Selection Committee will then consider and negotiate pricing with qualified Proposers before awarding the contract. 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 level of effort, 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>Technical Criteria</p> <p>The Selection Committee will evaluate the overall technical quality, completeness, and responsiveness of the proposal relative to the Scope of Work described in this RFP. Evaluation will include the Proposer’s demonstrated understanding of the technical requirements associated with the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study.</p> <p>The evaluation will consider:</p> <ul style="list-style-type: none"> • the overall quality and organization of the proposal; • the Proposer’s understanding of FERC Integrated Licensing Process (ILP) requirements; • familiarity with California biological resource survey protocols and special-status species requirements;

	<ul style="list-style-type: none"> • understanding of hydroelectric project operations and Project-related environmental considerations; • the proposed integration of wildlife, botanical, amphibian, and aquatic reptile studies; • GIS and database management capabilities; • QA/QC procedures; • and the Proposer’s demonstrated ability to produce defensible technical work products suitable for inclusion in FERC relicensing filings. <p>Particular consideration will be given to proposals demonstrating a clear understanding of the detailed study requirements identified in the Scope of Work, including focused wildlife surveys, habitat mapping, protocol-level botanical surveys, NWPT and FYLF survey methodologies, bat roost assessments, CNDDDB reporting requirements, and GIS-based deliverables.</p>
<p>B.</p>	<p>Methodology</p> <p>The Selection Committee will evaluate the proposed methodologies for implementing the required studies and completing the associated deliverables.</p> <p>Evaluation will include:</p> <ul style="list-style-type: none"> • appropriateness of proposed field methodologies; • understanding of target taxa and habitat requirements; • proposed survey design and sampling approach; • integration of agency-approved protocols; • approach to habitat mapping and GIS analysis; • data management procedures; • proposed coordination between TERR-1, TERR-2, and FA-4 study components; • and the overall technical defensibility of the proposed approach. <p>The Selection Committee will also evaluate the Proposer’s ability to effectively implement:</p> <ul style="list-style-type: none"> • focused special-status wildlife surveys; • protocol-level botanical surveys; • CWHR habitat mapping and ground-truthing; • bat roost assessments and monitoring; • NWPT and FYLF visual encounter surveys; • eDNA coordination; • and special-status species occurrence documentation and reporting.

	<p>Preference may be given to proposals demonstrating innovative, efficient, and integrated study approaches that improve data quality, reduce duplication of effort, and support efficient implementation of the FERC relicensing process.</p>
<p>C.</p>	<p>Relevant Experience and Qualifications</p> <p>The Selection Committee will evaluate the qualifications and relevant experience of the Proposer and key personnel assigned to the Project.</p> <p>Evaluation will include:</p> <ul style="list-style-type: none"> • experience implementing biological resource studies for hydroelectric relicensing projects; • experience with FERC ILP processes; • experience conducting ESA/CESA special-status species surveys in California; • experience with CDFW and USFWS protocols; • experience with GIS and database management; • experience preparing Technical Study Reports and related FERC technical documents; • and demonstrated experience working on large, multidisciplinary environmental projects. <p>The qualifications, certifications, and experience of proposed key personnel, including the Project Manager, lead wildlife biologist, lead botanist, lead herpetologist, GIS specialists, and technical support staff, will also be evaluated.</p> <p>Additional consideration may be given to firms and personnel with prior experience implementing:</p> <ul style="list-style-type: none"> • special-status wildlife surveys; • bat monitoring; • special-status plant surveys; • NWPT and FYLF surveys; • and habitat mapping.
<p>D.</p>	<p>Understanding of the Project</p> <p>The Selection Committee will evaluate the Proposer’s understanding of:</p> <ul style="list-style-type: none"> • the Lower Mokelumne River Hydroelectric Project; • Project facilities and operations; • biological resource issues relevant to the Project; • the regulatory and permitting framework; • and the relationship between the studies and the overall FERC relicensing process.

	<p>Evaluation will include the Proposer’s demonstrated understanding of:</p> <ul style="list-style-type: none"> • the geographic scope of the studies; • Project-affected reaches; • operational and access constraints; • sensitive habitat and species considerations. <p>Preference may be given to proposals demonstrating a strong understanding of the specific study requirements and environmental setting described in the Scope of Work and supporting PAD documentation.</p>
<p>E.</p>	<p>Implementation Plan and Schedule</p> <p>The Selection Committee will evaluate the Proposer’s ability to successfully implement the studies within the required schedule and field survey windows.</p> <p>Evaluation will include:</p> <ul style="list-style-type: none"> • completeness and realism of the proposed implementation schedule; • understanding of seasonal survey timing requirements; • staffing availability and resource allocation; • approach to schedule management and coordination; • ability to meet reporting deadlines associated with the relicensing process; • and identification of potential schedule risks and contingencies. <p>The Selection Committee will also evaluate the Proposer’s ability to coordinate multiple field crews, integrate overlapping study components, and efficiently complete field surveys within seasonal constraints identified in the Scope of Work.</p>
<p>F.</p>	<p>Cost Proposal</p> <p>The Selection Committee will evaluate the overall reasonableness, completeness, and competitiveness of the proposed cost.</p> <p>Evaluation will include:</p> <ul style="list-style-type: none"> • overall cost relative to the proposed scope of services; • appropriateness of labor hours and staffing assumptions; • clarity and organization of the cost proposal; • reasonableness of direct expenses; • and consistency between the technical proposal and cost proposal. <p>EBMUD reserves the right to consider both total project cost and overall value to EBMUD when evaluating proposals.</p>

G.	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.
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C. PRICING

1. Price quotes must be submitted but will not be used to evaluate Proposers' qualifications. Pricing proposals may be considered when selecting a Proposer for contract award. When considering price quotes, the District will consider reasonableness (i.e., does the proposed cost accurately reflect the Proposer's effort to meet requirements and objectives); realism (i.e., is the proposed cost realistic for the scope of services proposed); affordability (i.e., the ability of the District to finance this project); and transparency and thoughtfulness (i.e., are assumptions documented and accounted for, and has the proposer put forth optional services and their costs to address potential challenges).
2. Prices quoted shall be firm for the duration of any contract that may be awarded pursuant to this RFP.
3. All prices quoted shall be in United States dollars.
4. Price quotes shall include any and all payment incentives available to the District.
5. 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.

6. **Prevailing Wages:**

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

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor

and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

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

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

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by email 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, 1010 Franklin St., 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 Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order or agreement number, invoice number, remit to address, and itemized services description.
 - Invoices shall be itemized to distinguish amounts billed for each task that service provider worked on using a template similar to the example below. If task(s) cover more than a single study plan, tasks should be subdivided for each study plan.

Sample:

Task 1 (description)	Hours	Rate	Amount
Consultant 1	16	\$100	\$1600
Consultant 2	12	\$80	\$960
Total Task 1			\$2560

Task 2 (description)	Hours	Rate	Amount
Consultant 1	9	\$100	\$900
Consultant 2	15	\$80	\$1200
Total Task 2			\$2100

Total invoice	52		\$4660
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4. The District will pay 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: Casey Del Real, Supervising Fisheries and Wildlife Biologist
EBMUD - Fisheries and Wildlife Division, Lodi
E-Mail: casey.delreal@ebmud.com
PHONE: (209) 263-6362

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:
Attn: Contract Equity Office
PHONE: (510) 287-0114

AFTER AWARD:
Attn: Casey Del Real, Supervising Fisheries and Wildlife Biologist
EBMUD - Fisheries and Wildlife Division, Lodi
E-Mail: casey.delreal@ebmud.com
PHONE: (209) 263-6362

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Transmit your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to casey.delreal@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 (209) 263-6362 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, or E or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A RFP RESPONSE PACKET

RFP For the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study RFP Number F&W-2026-01

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
 - **EXHIBIT D - IRAN CONTRACTING ACT CERTIFICATION**
 - **REQUIRED FOR SOLICITATIONS OF GOODS OR SERVICES OF \$1,000,000 OR MORE**

- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**

- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**

- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS 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
- Limited Liability Partnership
- Limited Liability Corporation
- Other: _____
- Joint Venture
- Partnership
- Non-Profit / Church

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 per the format on this Proposal Form. 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 Proposer may also add Optional Tasks with activities for foreseeable risks that are not accounted for here or supplemental services that may be beneficial for the District to consider. The unit costs quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Description	Hours	Rate	Amount
Consultant 1		\$	\$
Consultant 2		\$	\$
Total			\$



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 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. **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) References must demonstrate the successful completion of technical studies of comparable type and quality as that which is requested in this RFP.
- (d) 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.

6. **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. This includes any exceptions and amendments to the District’s General Requirements, General Conditions or Contract/Agreement Documents included in this RFP.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

7. **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 the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study - RFP Number F&W-2026-01

Proposer Name: _____

Proposer must provide a minimum of 3 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For the Wildlife Resources Study, Botanical Resources Study, and Special Status Amphibians and Aquatic Reptiles Study - RFP Number F&W-2026-01

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. Include any exceptions or amendments to the District’s General Requirements, General Conditions, or Contract/Agreement Documents included in this RFP.

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.	<i>Proposer takes exception to...</i>

*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

CONTRACTOR/COMPANY NAME: _____

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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverages shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. 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.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. 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.

- R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.
- C. If CONTRACTOR 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.
- D. 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 “E.”
- E. 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.

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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’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 and be as broad as Insurance Services Office (ISO) form CG 00 01.
- 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 contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- 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 contractor/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.
- K. 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. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed

operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto 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. 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
- D. 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").

- E. 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.
- F. 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 contractor’s/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.
- G. 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.
- H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

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

- 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: Professional Liability Insurance with minimum limits as follows:

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

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 reporting period for a minimum of three (3) years after completion of the Services.

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

V. Pollution 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: Pollution Liability Insurance with minimum limits, as follows:

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

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

E. 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 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 the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.

F. Insurance written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

VI. Watercraft Liability (a.k.a. Marine 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.
 - Bodily Injury and Property Damage \$2,000,000 per occurrence & aggregate;
 - Products/Completed Operations \$2,000,000 per occurrence & aggregate.
- C. Coverage must include liability arising out of the maintenance, use, operation, loading and unloading, and navigation of any owned, non-owned, or hired watercraft vessel in connection with the services to be performed under this Agreement. Coverage shall apply to all marine or watercraft operations performed in connection with the study, sampling, monitoring, testing, transportation, or other activities conducted on or adjacent to reservoirs, rivers, waterways, or related facilities.
- D. Coverage must be on an occurrence basis and shall include, but not limited to, coverage for Bodily Injury, Property Damage, Completed Operations, and Contractual Liability with coverage at least as broad as Insurance Services Office (ISO) Form CG 00 01.
- E. 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."
- F. 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 contractor/subcontractor on CONTRACTOR's behalf.
- G. 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).
- H. 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.
- I. 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. Coverage for the Additional Insureds

must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

- J. 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 Watercraft Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Watercraft Liability 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- 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. 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.
- D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.
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. There will be no exclusion for explosions, collapse, or underground damage (XCU).
3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
4. 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."
5. 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.
6. 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.
7. 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.
8. 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).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, 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.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

EXHIBIT C

**SAMPLE CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*(Enter Project Title)***

THIS Agreement is made and entered into this _____ day of *(month)*, 202_, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called “DISTRICT,” and *(CONTRACTOR'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])*, hereinafter called “CONTRACTOR.”

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *(need for project)*; and

WHEREAS, DISTRICT has completed *(completed projects that pertain to this project - optional)*; and

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting services for *(state type of work)* for the *(insert project title)* and CONTRACTOR represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish services set forth in **Exhibit A**, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in **Exhibit A**.
- 1.2. It is understood and agreed that CONTRACTOR has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to so perform the work. CONTRACTOR represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONTRACTOR agrees that the work performed under this Agreement shall follow practices usual and customary to the *(insert type - for example "engineering")* profession and that CONTRACTOR is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONTRACTOR from such professional responsibility for the work performed.
- 1.3. CONTRACTOR agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONTRACTOR further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONTRACTOR during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.4. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.6. CONTRACTOR is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.

- 1.7. It is further understood and agreed by the parties that CONTRACTOR in the performance of its obligations under this Agreement is subject to the direction of DISTRICT as to the designation of services to be performed and the results to be accomplished, however, DISTRICT shall have no control over the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent contractor, CONTRACTOR and/or CONTRACTOR's assigned personnel shall not have: (1) any entitlement to any compensation or benefit provided to DISTRICT employees; (2) the right to act on behalf of DISTRICT in any capacity whatsoever as agent; or (3) the right to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in **Exhibit A**, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of **\$(insert dollars)**. Compensation for services shall be in accordance with the method and amounts described in **Exhibit B**, attached hereto and incorporated herein. CONTRACTOR acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONTRACTOR certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONTRACTOR shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1. This Agreement shall become effective upon execution of the second signature. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed,

which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in **Exhibit A** with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until the Notice to Proceed is issued.

- 3.2. DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in **Exhibit A**. Compensation for Optional Services shall be in accordance with the method and amounts described in **Exhibit B**.

ARTICLE 4 - TERMINATION

- 4.1. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2. If this Agreement is terminated CONTRACTOR shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONTRACTOR's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONTRACTOR or prepared by CONTRACTOR for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONTRACTOR is entitled in the event of termination of this Agreement and CONTRACTOR shall be entitled to no other compensation or damages and expressly waives same. Termination under this ARTICLE 4 - TERMINATION shall not relieve CONTRACTOR of any warranty obligations or the obligations under 1.4 and 7.1.

ARTICLE 5 -PROJECT MANAGERS

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

hereby commits an average of *(1 to 100)* percent of *(CONTRACTOR Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

6.1. CONTRACTOR expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONTRACTOR is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. CONTRACTOR understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONTRACTOR further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.

(Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. Delete 6.2 if not applicable.)

6.2. Designated CEP compliance for the duration of this Agreement is listed in **Exhibit D**, which is attached hereto and incorporated herein. CONTRACTOR shall maintain records of the total amount actually paid to each subcontractor. Any change of CONTRACTOR's listed subcontractors shall be subject to approval by DISTRICT's Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification

(FOR DESIGN PROFESSIONAL CONTRACTS (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE THIS CLAUSE:)

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

Where applicable by law, the duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8.

(OR IF CONTRACT IS NOT WITH A DESIGN PROFESSIONAL (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS) USE THIS CLAUSE INSTEAD:)

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other

agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

7.2. Insurance Requirements

Insurance Requirements are as stated in **Exhibit C**, Insurance Requirements.

ARTICLE 8 - NOTICES

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

(insert consulting firm's name)

(insert address)

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

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

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

Director of *(Department)*

P.O. Box 24055

Oakland, CA 94623-1055

Email: *(Insert Project Manager's email)*

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

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

ARTICLE 9 - MISCELLANEOUS

9.1. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of

any force or effect with respect to those matters contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each party.

- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONTRACTOR shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. ***(For wet signatures:)*** Multiple copies of this Agreement may be executed by the parties, and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

(For DocuSign:) The parties agree to execute this Agreement using digital signatures via DocuSign.
- 9.5. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each party, shall be in Alameda County, California.
- 9.6. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7. There shall be no discrimination in the performance of this Agreement, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(b), 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.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
*(Name),
(Insert title - Director of Department)*

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

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

Date _____

SAMPLE

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

East Bay Municipal Utility District
(insert Project Title)

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

(State each task with associated task number; specifically call out any survey work)

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

SAMPLE

EXHIBIT B
COMPENSATION

COMPENSATION

East Bay Municipal Utility District (Project Title)

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 CONTRACTOR only the actual costs incurred, subject to the Maximum Cost Ceiling. CONTRACTOR certifies that the cost and pricing information used herein are complete, current and accurate. CONTRACTOR 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 CONTRACTOR services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subcontractor 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 CONTRACTOR an overhead expense equal to *(insert overhead rate)* percent of labor costs incurred by CONTRACTOR. CONTRACTOR 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 CONTRACTOR's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of DISTRICT's service 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 CONTRACTOR in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONTRACTOR 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. Subcontractor Services

Subcontractor 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 CONTRACTOR is required to travel outside of 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

<u>Contracted Services</u>	<u>Optional Services</u>	<u>Maximum Cost Ceiling</u>
\$(dollars)	\$(dollars)	\$(dollars)

The Maximum Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as **EXHIBIT B-1 – Cost Distribution** and **EXHIBIT B-2 – Labor Distribution*** Costs described above, comprising Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6. Billing and Payment

CONTRACTOR shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in **EXHIBIT A – Scope of Services**. 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 subcontractor(s) and outside service(s) shall be attached. ***(Insert the following sentence if paragraph 2.8 below applies and is included in agreement. “Where CONTRACTOR is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports.”)*** DISTRICT shall pay CONTRACTOR within thirty (30) days, upon receipt of a proper CONTRACTOR 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, CONTRACTOR 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 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, CONTRACTOR shall provide DISTRICT with ***("bi-weekly" or "monthly" depending on duration of project)*** budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONTRACTOR and subcontractor time sheets up to a date within 3 weeks of the date of the budget status report.

2.8. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction ***(Optional Insert – include this paragraph 2.8 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)***

2.8.1. All contractors and subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the contractor and subcontractors' current registration with the DIR (LC § 1771.1).

2.8.2. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).

2.8.3. Pursuant to Section 1773 of the Labor Code, the DISTRICT has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the DISTRICT and available for inspection by any interested party at

www.dir.ca.gov.

- 2.8.4. CONTRACTOR shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.8.5. Pursuant to Section 1774 of the Labor Code, CONTRACTOR and any of its subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.8.6. CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the CONTRACTOR or by any of its subcontractors. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the CONTRACTOR.
- 2.8.7. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Maximum Agreement Ceiling will be made for the CONTRACTOR's payment of these predetermined wage modifications.
- 2.8.8. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Services. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- 2.8.9. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each CONTRACTOR and subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the contract. For exception on projects covered by collective bargaining agreements like a PLA, please

see Labor Code section 1771.4.

- 2.8.10. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with said Section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.8.11. Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of CONTRACTOR in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.8.12. CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.8.13. CONTRACTOR and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Services; the record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement of the State of California.
- 2.8.14. In the performance of a public works contract, CONTRACTOR and any subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event CONTRACTOR or any subcontractor willfully fails to comply with this requirement CONTRACTOR or subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.8.15. CONTRACTOR and every subcontractor shall post at the workplace and

comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

SAMPLE

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

EXHIBIT B-1 – Cost Distribution

East Bay Municipal Utility District
(Project Title)

	CONTRACTOR						Subcontractors**						Total	
	Direct Labor				Indirect Costs	ODCs*	Subcontractor # 1			Subcontractor # 2				
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer			
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total			(***)	(***)	Total Cost	(***)	(***)	Total Cost		
I. Contracted Services														
Task 1.1:														
Task 1.2:														
Task 2.1:														
Task 2.2:														
Subtotal I.														
II. Optional Services														
Task 3:														
Task 4:														
Subtotal II.														
TOTAL of Subtotals I. & II														

* ODCs = Other Direct Costs.

** Includes any prime contractor markup in subcontractor hourly rates.

*** *Insert hourly rate.*

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

EXHIBIT B-2 – Labor Distribution*

East Bay Municipal Utility District
(Project Title)

	CONTRACTOR				Subcontractors***						Total
					Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal	
I. Contracted Services											
Task 1.1:											
Task 1.2:											
Task 2.1:											
Task 2.2:											
Subtotal I.											
II. Optional Services											
Task 3:											
Task 4:											
Subtotal II.											
TOTAL											

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

EXHIBIT C

INSURANCE REQUIREMENTS

Included in Request for Proposal

EXHIBIT D

Contract Equity Program COMPLIANCE

Required for all contracts over \$30K.

See [Contract Equity Guidelines and Forms](#)

CEP COMPLIANCE

East Bay Municipal Utility District
(Project Title)

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

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

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



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 INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit E for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit E may be released in response to a CA PRA request.

If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT E to the title and/or filename.



EXHIBIT F

INVASIVE SPECIES CONTROL PROCEDURES FOR DIVE GEAR EQUIPMENT, ROVS, VESSELS, AND OTHER AQUATIC DEVICES

PURPOSE

This procedure is to be used for the inspection and decontamination of all equipment that is associated with scuba diving, remotely-operated vehicles (ROV), aquatic vessels, and surface supplied air activities. This procedure applies to all dive gear used in all water bodies.

BACKGROUND

To protect against mussels and other invasive species, the East Bay Municipal Utility District (EBMUD or “the District”) has developed an “Invasive Aquatic Species Control and Prevention Program” (Prevention Program). A copy of the current Prevention Program can be obtained by contacting the Natural Resources Department. This procedure is consistent with the Prevention Program and has been developed to ensure successful implementation of the Prevention Program. Because dive gear is not exposed to zebra or quagga mussel infested waters over a long term, adult mussel infestation of dive gear is less of a concern. However, there is higher probability that mussel veligers could become trapped in or attached to dive gear during normal duration dives. Veligers would be invisible to the unaided human eye during visual inspection; therefore decontamination is necessary despite passing visual inspection. Any adult mussels found on dive gear would be easily spotted and must be removed during visual inspection.

REPORTING/CERTIFICATION

To certify that equipment has been properly decontaminated, the vendor shall provide documentation in the form of a report that includes pictures and the details of the method used, including temperatures, solution concentrations, and contact/exposure times. This report shall be submitted to the District at least 10 working days before using equipment in District raw water and treated water reservoirs, water treatment plants, tunnels or pipelines.

Additionally, along with the decontamination certification report, the vendor will submit a 30-day deployment history of the equipment.

Equipment will be subject to inspection prior to deployment. At the District’s discretion, inspections may include use of specially trained canine team. If the equipment is believed to be insufficiently decontaminated, the District reserves the right to refuse deployment of dive gear, ROVs, vessels, and other aquatic devices within District facilities and the vendor will have to demobilize, decontaminate, and remobilize at no expense to the District.

DECONTAMINATION PROCEDURE

Decontamination by any method begins with these three initial steps:

1. Drain water from all equipment.
2. Remove all mud and vegetation from equipment.
3. Visually inspect all gear for adult mussels attached to or trapped in equipment. Feel surfaces by hand for rough spots (gritty, sand paper like) that may indicate attached juvenile mussels.

After the first three steps have been completed, the contractor can choose from one of the following methods to complete the decontamination procedure. Note that the contractor is responsible for choosing a method that is suitable for their equipment and will not cause equipment damage or malfunction. When possible, the use of chemical decontaminants should be avoided. If chemical decontamination is necessary, environmentally friendly chemicals such as vinegar should be considered before other options. The District is not responsible for any damage for malfunction caused by decontamination process.

Option 1: Hot Water Soak

Complete steps 1-3, then:

- Immerse equipment in 140 °F or hotter water. If necessary, weigh it down to ensure it remains fully immersed. Soak in 140 °F or hotter water for a minimum of five minutes.
- Allow gear to dry (demonstrated by absence of moisture) before the District's inspection.
- Provide all gear for the District's inspection along with last 30-day deployment history.

Option 2: Desiccation

- For equipment that is not apparently dirty and does not contain internal parts, cavities, or crevices that may hold water or moisture, desiccation is an option. When used alone, drying is capable of killing mussels, but drying time effectiveness varies widely according to the mussel life stage, month of the year, location, and relative humidity; therefore, no single drying time estimate can ensure a complete kill for all situations, unless the maximum time (5 weeks) is used. If 5-week drying time is not feasible, use the 100th Meridian Quarantine Estimator drying schedule (<http://www.100thmeridian.org/Emersion.asp>) to determine the required drying time. If the 100th Meridian Initiative website is unavailable, use the dry time provided by Aquatic Invasive Species Network (<https://www.westernais.org/moving-a-boat>).
- To implement this option, complete steps 1-3 and allow equipment to thoroughly dry (i.e., until there is complete absence of moisture), preferably in the sun. Then maintain dry conditions for the duration specified in the drying schedule. Finally, after reaching the specified time, keep dry for an additional 48 hours to ensure full desiccation.
- Provide all gear for EBMUD inspection along with last 30-day deployment history.

Option 3: High Temperature Pressure Wash

This option is suitable for solid external surfaces that are easily accessible; however it should not be used on porous materials or items with internal cavities that would be inaccessible to the high pressure spray.

- To implement this option, complete steps 1-3, then apply a high pressure (1500 psi or greater) and high temperature (130 degrees F or greater) spray wash to ensure a contact time of at least 10 seconds.
- Allow gear to dry (demonstrated by absence of moisture) before the District inspection.
- Provide all gear for the District inspection along with last 30-day deployment history.

Option 4: Freeze

Complete steps 1-3, then:

- Place in a freezer 32°F or colder for a minimum of eight hours.
- Provide all gear for the District inspection along with last 30-day deployment history.

Option 5: Saltwater Decontamination

This is the recommended option for conventional dive gear and other equipment that may have inaccessible cavities/crevices, as well as porous materials.

After completing steps 1-3 above:

- Soak all gear in saltwater, making sure that all exposed surfaces are in contact with saltwater. Use hot water (104 °F) to prepare the decontamination saline solution. Use a salt concentration of ½ cup commercial table salt per gallon of water. Soak gear for ½ hour, and then rinse with tap water.
- Allow gear to dry (demonstrated by absence of moisture) before the District inspection.
- Provide all gear for the District inspection along with last 30-day deployment history.

Option 6: Contractor may propose an alternative decontamination plan for the District's review

Any alternative decontamination plan must be submitted to the District for approval at least 60 days prior to planned use in any District facility.

References:

- 2012 - USBR's Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species (PDF)
- Aquatic Invasive Species Decontamination Protocol (PDF)
- Boat cleaning guide book (PDF)
- <https://www.westernais.org/moving-a-boat>
- Using pressurized hot water spray to kill and remove mussels on watercraft: Field testing on the efficacy of water temperature, high pressure, and duration of exposure, W.H. Wong, et al