

REQUEST FOR PROPOSAL (RFP)

for Power Generation System Master Plan

ADDENDA

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

CONTACT

Simon Kobayashi, Associate Civil Engineer
(510) 287-1648
simon.kobayashi@ebmud.com

RESPONSE DUE

October 16, 2026
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Simon Kobayashi, EBMUD
simon.kobayashi@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Power Generation System Master Plan

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of this request for proposals (RFP) to describe the professional engineering consultant services, terms, and conditions needed for an agreement to prepare a Power Generation System (PGS) Master Plan which includes review of asset condition assessment information, alternatives analysis, projection of future air regulations, lifecycle analysis, capital project roadmap development, and optional work. Optional work may include flare equipment testing and troubleshooting and capacity review, engine generators (PGS-1) conductor condition assessment and remaining useful life, header redundancy economic analysis, gas conditioning system capacity upgrade assessment, and other ideas indicated in the requested proposals. See Exhibit E for the full scope of work.

The East Bay Municipal Utility District (District) intends to award a contract to the Proposer(s) who best meets the District's requirements. The objectives of this professional services contract are to develop alternatives analysis; identify necessary capital projects; and assess the benefits and lifecycle costs of the projects and preferred alternatives.

The existing PGS facilities, including three engine generators (PGS-1), a gas turbine (PGS-2), gas conditioning system, flares and related equipment, are reaching the end of their asset lives. Flaring capacity is insufficient to independently handle peak gas production, which results in a risk that raw biogas is vented, a regulatory violation. The gas conditioning system is a bottleneck to beneficial use of biogas, as there is not enough conditioning capacity to run all engines and turbine simultaneously. In addressing these issues, economic, practical, innovative, synergistic, and comprehensive alternatives and lifecycle analyses are needed to assist the District in deciding how to evolve the system to meet future regulatory, policy, and plant energy demands. Power demands are anticipated to increase in the future with upcoming nutrient removal regulatory requirements.

Major Equipment:

- Cogeneration
 - 2.15 MW Enterprise Engines, 3 units
 - 4 MW Solar Turbine Mercury 50, 1 unit
- Gas Storage
 - Duosphere digester gas storage covers (307,000 cubic feet each), 2 units
- Gas Conditioning
 - ESC Corporation Gas Conditioning Skid (~2,700 cfm), 1 unit
- Flaring
 - Varec Biogas 239A 08 S6 Series Flares, 4 units
 - Abutec enclosed flares, 2 units

- Heating
 - Cleaver-Brooks 4WI-700-500-125HW CB-LE Firtube Boiler (16.7 million btu/hr), 1 unit
- Extensive support utilities including biogas piping, electrical and control systems, heating and cooling water loops and heat exchangers.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

a. Lead Firm

- (1) Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing wastewater treatment planning, design, and optimization for at least five (5) years within the last ten (10) years.
- (2) Proposer shall also have experience with comprehensive planning studies for biogas utilization systems. The relevance of cited projects, and the experience of specific individuals proposed for the current project, should be emphasized.

b. Project Manager/Key Personnel

- (1) Provide both technical and project management qualifications for the proposed Project Manager and Key Personnel. Proposed personnel must meet the following minimum requirements:
 - (a) Project Manager must have had successful experience completing at least two (2) contracts for design or planning engineering projects within the last ten years with a minimum fee of \$150,000.
 - (b) Project Manager must be an employee of the lead firm with at least five years of experience managing civil/water/wastewater process/energy process, planning, or design projects for water/wastewater facilities.
- (2) The Project Manager will be the primary client contact and is responsible for the day-to-day management of the project and ensuring that the scope, budget, and schedule are met. The following information should be provided for the Project Manager and Key Personnel:
 - (a) Years of experience
 - (b) Percent (%) time available for this project

- (c) Resumes (should demonstrate experience beyond minimum qualification requirements)
 - c. Proposer's staff or subcontractors shall stamp all deliverables, reports, drawings, and specifications. Stamps shall be of their relevant disciplines including but not limited to:
 - (1) California Professional Civil Engineer(s) in good standing with the Board of Professional Engineers and/or California Professional Mechanical Engineer(s) in good standing with the Board of Professional Engineers, Land Surveyors, and Geologists.
 - d. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
2. Proposer Qualifications of Interest
- a. Please include information on experience on projects of similar type, size, and complexity as the proposed project. This includes experience in the following:
 - (1) Comprehensive planning studies for biogas conveyance and utilization systems. The relevance of cited projects, and the experience of specific individuals proposed for the current project, should be emphasized.
 - (2) Planning and/or design studies on feasibility/implementation of renewable energy and/or microgrid applications.
 - (3) Operating optimization project/as-needed services, involving a combination of controls optimization, standard operating procedure development, best practices implementation, and system optimization for a biogas-fueled power generation system.
- C. SPECIFIC REQUIREMENTS
- Refer to Exhibit E – Scope of Work for more information.
- D. DELIVERABLES / REPORTS
- 1. Refer to Exhibit E – Scope of Work for more information.

ANTICIPATED MAJOR PROJECT MILESTONES

Event	Date
Project Kickoff	January 2027
Task 2 Data Collection and Review	February 2027
Task 2.1 Project Assumptions and Constraints	February 2027
Task 2.2 Project Condition and Risk Assessment Review	March 2027
Task 3.1 Air Regulations Future Projection	June 2027
Task 3.2 Screening of Technologies and Alternatives	May 2027
Task 3.3 Alternatives Evaluation Criteria and Approach	May 2027
Task 3.4 Develop Preliminary Alternatives	June 2027
Task 3.5 Refined Alternatives Analysis	July 2027
Task 4 PGS Capital Project Roadmap	August 2027
Task 5 PGS Master Plan Report	October 2027
Task 6 Optional Services	TBD

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	September 8, 2026	
MANDATORY Site Walk	September 22 th @ 1 PM	at: 2020 Wake Ave Oakland, CA 94607
	E-mail Simon.Kobayashi@ebmud.com to sign-up for the site visit and for required forms.	
Deadline for Proposers to Submit* Questions and Clarifications to District	September 30, 2026 by 4:00 p.m. *Questions may be submitted electronically via email to Simon.Kobayashi@ebmud.com	
Addendum (if necessary)	October 5, 2026 by 4:00 p.m.	
Response Due	October 16, 2026 by 4:00 p.m.	
Potential Interviews	October 26, 2026 through October 30, 2026	
Anticipated Contract Start Date	January 4, 2027	

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.

A. MANDATORY SITE WALK/ PROPOSAL CONFERENCE

Mandatory site walk/Proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the Power Generation System infrastructure and site footprint necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk/Proposal conference.

*****In order to be eligible to submit a Proposal on this RFP**, a representative from the Proposer's company **MUST** attend site walk/Proposal conference and sign in to confirm her/his attendance. If an RFP response is submitted by a company that was not in attendance at this meeting, its RFP response **WILL** be rejected***

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 select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in 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.	Understanding of the Project (10 points): RFP responses will be evaluated against the RFP specifications and the questions below: 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues, innovative solutions, and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?

B.	Project Approach (15 points): The Proposer will be evaluated to determine the following: 1. Effective methods of carrying out the scope of the work. 2. Potential for innovative approaches and solutions. 3. Has the Proposer demonstrated that they understand the deliverables and schedule the District expects it to provide? 4. Does the project team organization chart demonstrate an effective and cohesive project team?
C.	Relevant Experience (15 points): RFP responses will be evaluated against the RFP specifications and the questions below: 1. Does the PM demonstrate effective leadership skills? 2. Do the individuals assigned to the project have experience on similar digester gas co-generation and renewable energy alternatives analysis or design projects? 3. Did those individuals successfully complete those similar projects on schedule and under budget? 4. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 5. Breadth of Experience – A comparison will be made on the demonstrated experience analyzing and implementing digester gas beneficial reuse technologies and renewable energy technologies. 6. Lifecycle and Risk Analyses Impact on Decision-making – have the team’s lifecycle and risk analyses recommendations led to investment decisions? 7. How extensive is the applicable experience of the personnel designated to work on the project?
D.	Implementation Plan and Schedule (5 points): An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will meet the District’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule.
E.	Level of Effort (10 points): An evaluation will be made of the Proposer’s estimated staff hours and level of availability and commitment: 1. Reasonableness - does the proposed staffing accurately reflect the Proposer’s effort to meet requirements and objectives? 2. Realism - is the proposed staffing appropriate to the nature of the services to be provided? 3. Does the key staff’s (including the Project Manager’s) level of availability and commitment reflect adequate resource allocation?
F.	References (See Exhibit A – RFP Response Packet) (15 points):

	References are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score. References will be taken from the qualifying experience section of Exhibit A. It is the proposer's responsibility to verify their references are reachable at the provided contact information. If the contact information provided is not correct and the listed references cannot be reached, the District reserves the right to declare the proposal non-responsive and incomplete.
G.	Oral Presentation and Interview (25 points): The proposer will be evaluated based on how well they present their proposal and conduct the interview. The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response and the presentation given. Invitations for the interview and presentation are only given to shortlisted Proposers.
H.	Contract Equity Program (5 points): 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.

C. PRICING

Prices negotiated shall be firm for the first twelve months of any contract that may be awarded pursuant to this RFP.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 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 satisfactory performance of services, invoices shall be monthly on a time and materials-basis, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Simon Kobayashi, Associate Civil Engineer
EBMUD Wastewater Engineering Division
E-Mail: Simon.Kobayashi@ebmud.com
PHONE: (510) 287-1648

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Simon Kobayashi, Associate Civil Engineer
EBMUD Wastewater Engineering Division
E-Mail: Simon.Kobayashi@ebmud.com
PHONE: (510) 287-1648

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Send your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, by email to Simon.Kobayashi@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 (510) 287-1648 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

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

so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A
RFP RESPONSE PACKET
RFP For – Power Generation System Master Plan

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **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

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

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

☐ YES ☐ NO

If so, please list:

PROPOSER 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 - LABOR HOUR ESTIMATES

A detailed labor hour estimate breakdown shall be provided for each proposed task. The Proposer may use the table provided below as a template for the labor hours estimate. At a minimum, the Proposer shall submit all estimated labor hours, including breakdowns for subconsultant(s), as applicable.

The estimated labor hours presented in the proposal will provide a basis for contract negotiations with the selected Proposer(s). The selected consultant for negotiations shall submit their cost associated with the estimated level of effort presented in the proposal within 2 business days following a request by the District.

RFP responses that do not comply with breakdown requirements may be subject to rejection in total.

Values shown in the template table below are for demonstration purposes only. The values included are not intended to suggest expectations or requirements for project management labor hours.

Task	Consultant Labor Hours				Subconsultant 1 Labor Hours (add as needed)			Total Labor Hours
	PM	SME	(add as needed)	Total Labor Hours	Sub 1 PM	Sub 1 SME	Subconsultant Total Labor Hours	
<i>Task 1</i>	80	20		100	0	0	0	100
<i>Task 2</i>	20	60	120	200	0	0	0	200
<i>Task 3</i>	40	60	300	400	50	50	100	500
<i>Task 4</i>	40	40	70	150	0	0	0	150
...								
...								
...								
<i>Task 5 (Optional)</i>	20	0	0	20	0	80	80	100
Total w/o Optional Tasks	180	180	490	850	50	50	100	950
Total with Optional Tasks	200	180	490	870	50	130	180	1,050



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. **Proposal Cover**: Provide a single page cover for the RFP response. The proposal cover shall include the Proposer(s) name, the proposal completion or submission date, and the project name (Power Generation System Master Plan Update). *This section shall not be included in the page count in the RFP “15. Submittal Length” below.*
2. **Table of Contents**: Provide a table of contents for all Required Documentation and Submittals in the RFP response. The table should be organized and concise. *This section shall not be included in the page count in the RFP “15. Submittal Length” below.*
3. **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.
4. **Firm Experience and Qualifications**: RFP response shall include a list of relevant firm experience and qualifications. Any experience included in this list must denote whether the project is categorized as “planning,” “design,” or “construction.” The Proposer may use additional categories as appropriate. Experiences should be presented in a clear manner. Any misleading or incorrect representation of firm experience may result in a deduction of points or disqualification. Proposers shall highlight recent (within the past 10 years) and relevant experiences to demonstrate qualifications. The Proposer shall clearly note the year of each highlighted experience. The Proposer shall concisely explain the relevancy of each highlighted experience.
5. **Project Team Organization Chart and Key Team Member Availability**: This section shall show the Project Team Organization Chart. Key Team Member availability must be quantified. Availability shown as a percentage shall assume a 40-hour work week. Availability may be specified on average throughout the project schedule or as a breakdown depending on the task/phase of the project. The District expects availability to realistically reflect the hours that will be invoiced for key personnel on the project.
6. **Key Team Member Experience**: RFP response shall include a complete list of all key personnel associated with the RFP. The Proposer shall communicate Key Team Member Experience using this section. The Proposer should demonstrate how Key Team Member Experience meets or exceeds minimum requirements. The Proposer should demonstrate how Key Team Member

Experience is relevant to the District and valuable to addressing this project's objectives. The following information shall be included at a minimum:

- (1) Years of employment at Proposer's firm
- (2) Years of relevant experience
- (3) Discipline/role/expertise
- (4) Applicable certifications/licenses (e.g., professional engineer license(s))
- (5) Two (2) to five (5) reference projects. Reference projects will be evaluated based on their relevance to the project objectives in this RFP.

A resume and "reference" sheet (template included in Exhibit A – RFP Response packet) must be included for each Key Team Member. These sections are described below under items 11 (Resumes) and 12 (References)

7. **Project Approach:** The RFP response shall communicate the Proposer's approach to achieve the District's objectives for this project. The Proposer is encouraged to reference the District's project objectives and preliminary scope of work (Exhibit F) when considering their approach. The District has communicated the "intent" for each task in the preliminary scope of work, which provides insight into the activities and results that are currently perceived as necessary and/or valuable to the District. The Project Approach should highlight aspects that add value to the District. The Project Approach may be organized and written to highlight innovations that enhance this project. The Project Approach should highlight proposed changes to the District's preliminary scope of work. The Project Approach must explain phasing and methodology for all tasks included in the project, highlighting key workshops or deliverables as appropriate. The Project Approach should explain how project management, planning, and technical tasks will be completed. The explanation should demonstrate the Proposer's expertise in digester gas beneficial reuse, power system life cycle analysis, alternatives analysis and master planning, and digester gas beneficial reuse project implementation (e.g., ability to accurately estimate piloting, design, and construction schedules and costs).
8. **Schedule:** The RFP response shall include a project schedule. The schedule shall indicate how the Proposer will ensure adherence to the timetables for meetings, workshops, and deliverables. The schedule shall be presented using single sided 11" x 17" page(s). The Proposer may use as many pages as necessary to communicate the schedule. The District expects the schedule to be prepared using software such as Microsoft Project or similar. The Schedule shall not include graphics or annotations intended to communicate extraneous information that is not directly related to the project schedule. *This section shall not be included in the page count in the RFP "15. Submittal Length" below.*
9. **Scope of Work:** The RFP response shall include a proposed scope of work to accompany the project approach. The Proposer's level of effort (and eventual fee) shall be based on this proposed scope of work. *This section shall not be included in the page count in the RFP "15. Submittal Length" below.*

10. **Labor Estimates:** The RFP response shall include a proposed estimate of labor for this project. The Proposer shall include minimum information specified in the “Proposal Form – Labor Estimates” requirements within Exhibit A. *This section shall not be included in the page count in the RFP “15. Submittal Length” below.*
11. **Resumes:** A resume for each key personnel associated with the RFP shall be provided for the District to evaluate qualifications of key team members. Resumes shall be a maximum of two (2) 8.5” by 11” pages per person and include the following:
- (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits.

This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).

12. **References:** Three (3) to five (5) references MUST be included for the relevant experiences listed for each person. References may be common between key personnel if a relevant experience applies to multiple persons, assuming the reference is able to provide feedback for each person’s performance on the listed relevant experience. For example, if three team members worked on the same project, then a single reference could count as one reference for each person and be included in each Key Team Member’s reference sheet. A template for reference information is included in Exhibit A - RFP Response Packet for firms to provide reference information.
- (a) Proposers must use the template titled “REFERENCES” in this Exhibit A – RFP Response Packet to provide references.
 - (b) Proposer must include each key personnel name and experience in the “Services Provided / Date(s) of Service” so the District may easily identify which references are associated with each personnel/experience.
 - (c) 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.
 - (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.
 - (e) *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*

13. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
- (c) *This section shall not be included in the page count in the RFP "Statement of Work Specific Requirements" (Section I.C).*

14. **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.
- (b) *This section shall not be included in the page count in the RFP "Statement of Work Specific Requirements" (Section I.C).*

15. **Submittal Length*:**

<u>Item</u>	<u>Page Limit</u>
Letter of Transmittal	2
Firm Experience and Qualifications	2
Project Team Organization Chart and Key Team Member Availability	4
Key Team Member Experience	6
Project Approach	8
Resumes	Max 2 per person
Exceptions, Clarifications, Amendments	As needed
Contract Equity Program Forms	As needed
Exhibit A RFP Response Packet Sheets	4
Exhibit D Iran Contracting Act Sheet	1

*Proposers may use 8.5" by 11" pages or 11" by 17" pages. Each 11" by 17" page shall count as two (2) pages and each 8.5" by 11" pages shall count at one (1) page.



REFERENCES
RFP for Power Generation System Master Plan

Proposer Name: _____

Key Team Member Name: _____

Proposer must provide a minimum of 2 references per Key Team Member.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS
RFP For – Power Generation System Master Plan

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.	Proposer takes exception to...



*Print additional pages as necessary

CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

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. 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

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT Power Generation System Master Plan

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 (*CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.]*), hereinafter called “CONSULTANT.”

WITNESSETH

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

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

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for (*state type - "preparation of planning documents", "preparation of design documents", or "construction management support services"*) for the (*insert project title*) and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

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

- 1.6. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.7. It is further understood and agreed by the parties that CONSULTANT 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 CONSULTANT for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent CONSULTANT, CONSULTANT and/or CONSULTANT'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. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in **Exhibit A**, DISTRICT agrees to pay CONSULTANT actual costs incurred, subject to a Maximum Cost Ceiling of **\$(dollars)**. Compensation for services shall be in accordance with the method and amounts described in **Exhibit B**, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.

- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1. This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in **Exhibit A** with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until the Notice to Proceed is issued.

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

ARTICLE 4 - TERMINATION

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

ARTICLE 5 -PROJECT MANAGERS

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

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1. Indemnification

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

Where applicable by law, the duty to indemnify, including the cost to defend is

limited in accordance with California Civil Code § 2782.8.

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 CONSULTANT may be delivered personally, or be sent by United States mail, postage prepaid, addressed to:

(consulting firm's name)

(address)

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

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

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

Director of Wastewater Department
P.O. Box 24055
Oakland, CA 94623-1055
Email: Simon.Kobayashi@ebmud.com

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

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

ARTICLE 9 - MISCELLANEOUS

9.1. This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters

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 CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties, and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement, 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. CONSULTANT 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.

CONSULTANT 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 CONSULTANTs and subCONSULTANTs take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to DISTRICT under this Agreement.
- 9.9. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

ARTICLE 10 -TERM

Unless terminated pursuant to ARTICLE 4 - 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),
Director of Wastewater

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

East Bay Municipal Utility District Power Generation System Master Plan Project

SCOPE OF SERVICES

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT 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)

Exhibit B

East Bay Municipal Utility District Power Generation System Master Plan

COMPENSATION

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

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the Maximum Cost Ceiling. CONSULTANT certifies that the cost and pricing information used herein are complete, current and accurate. CONSULTANT acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONSULTANT services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, 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 CONSULTANT an overhead expense equal to *(insert overhead rate)* percent of labor costs incurred by CONSULTANT. 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 CONSULTANT'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 CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at *(insert rate)* cents per mile when CONSULTANT is required to travel outside of 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 (airfare, 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

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in **EXHIBIT A – 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. 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, CONSULTANT shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from 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, CONSULTANT shall provide DISTRICT with monthly budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subcontractor time sheets up to a date within 3 weeks of the date of the budget status report.

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

EXHIBIT B-1

**East Bay Municipal Utility District
Power Generation System Master Plan**

COST DISTRIBUTION

	CONSULTANTS						Subconsultants**						
	Direct Labor						Subconsultant # 1			Subconsultant # 2			
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer		
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total	Indirect Costs	ODCs*	(***)	(***)	Total Cost	(***)	(***)	Total Cost	Total
I. Contracted Services													
Task 1.1:													
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

**East Bay Municipal Utility District
Power Generation System Master Plan**

Labor Distribution*

	CONTRACTOR				Subcontractors***						
					Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Total
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

I. Provisions Applicable to All Required Insurance

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, 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 C (“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 coverage 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.

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

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

Coverage A. Statutory Benefits Limits

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

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

- B. 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: _____

III. 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: _____

IV. 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: _____

V. 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: _____

VI. 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: _____

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 D

CEP COMPLIANCE

(Completed P-25 or EEO-1 as required for all contracts over \$30K.

See [CEP and EEO GUIDELINES and FORMS](#))

CEP COMPLIANCE

East Bay Municipal Utility District Power Generation System Master Plan

FIRMS UTILIZED

MINIMUM AMOUNT*

MINIMUM PERCENT**

*(Name of
Subcontractor's firm)*

\$(dollars)

(1 to 99)

*(Name of
Subcontractor's firm)*

\$(dollars)

(1 to 99)

TOTAL

\$(dollars)

(1 to 99)

* Does not include CONTRACTOR's markup.

** 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.*

**EAST BAY MUNICIPAL UTILITY DISTRICT
PGS MASTER PLAN PROJECT**

EXHIBIT E - SCOPE OF WORK

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GENERAL

East Bay Municipal Utility District's (District's) Main Wastewater Treatment Plant in Oakland, California, includes a Power Generation Station System (PGS System) which consists of three engines (PGS-1), one turbine (PGS-2), one boiler, one gas conditioning skid (PGS-2), six flares (added two high capacity flares in 2017 and replaced original four low capacity candlestick flares "in-kind" in 2022), two gas storage membranes, and significant support infrastructure in piping, heat exchangers, electrical and control equipment, and appurtenances. The plant generates digester gas from digested municipal sludge and trucked wastes received through the Resource Recovery (R2) program. The R2 organics generate approximately 2/3rds of all digester gas on-site.

The objective of the PGS System Master Plan Project is to evaluate issues and develop a cost-effective long-range plan to maximize the benefits from the PGS System while accomplishing major District goals for the system. The PGS Master Plan Project will identify upcoming projects required for maintenance of existing infrastructure in-house for a base-case alternative. The Consultant will help provide cost-assumptions for the base-case alternative, and develop enhancement/replacement alternatives, and compare and contrast their economic and resiliency characteristics with the base-case and other alternatives. The project will also provide capital planning priority recommendations for up to three refined alternatives.

Goals and Requirements of this Master Plan include:

- Maximize biogas utilization,
- Plan an economic and reliable transition from investment in rehabilitation to replacement.
- Eliminate unpermitted biogas venting.
- Establish a PGS availability factor – minimum system design/performance goal (tentatively dry weather critical loads of 5.5 MW with 85% uptime).
- Power Generation Station Electricity Production to meet dry weather critical power demands.
- Power Generation Station Heat Production to provide sufficient heat (currently up to ~15 MMBtu/hr) for thermophilic digestion heat demands.
- Use PGS to support Board Energy Policy 7.07 to "achieve Carbon Neutrality for indirect and direct GHG emissions by 2030 for the ... wastewater system."
- Select and configure PGS and flaring equipment to reduce air pollution and air toxics emissions cost effectively. Ensure flexibility to meet future emissions regulations.
- 30-year period of analysis.
- Evaluate Innovative Technologies.

For a system history, refer to Exhibit G.

The District has performed inspections, reviews, and evaluations related to condition and safety in the PGS system. Items not noted as “*available on request*” are included in Exhibit G. Related efforts include:

- 2025 Electrical Resiliency Master Plan
- 2022 Biogas Utilization Report - Integrated Master Plan for the Main Wastewater Treatment Plant
- 2022 R2 Summary and Coarse-Level Projection - Integrated Master Plan for the Main Wastewater Treatment Plant
- 2020 SD413 TM PGS Reliability Improvements LPGH Evaluation
- 2020 SD413 TM PGS Reliability Improvements Evaluation
- 2020 Safety Evaluation ESI
- 2019 CMD Engine #2 Report – Service Report for Upper Block Replacement
- 2012 Energy System Master Plan (*available on request*)
- 2006 SD317A TMs, including “Electrical System Issues” (*available on request*)
- 2005 Waste-to-Energy Study (*available on request*)

The PGS Master Plan Project is focused on the following areas:

- Condition and Risk Assessment (primarily by the DISTRICT, review and input from Consultant).
- Economic analysis of costs and benefits of existing PGS (provided by the DISTRICT).
- Developing a projected timeline for future air regulations and impacts on PGS.
- Estimate of Tier 1 and Tier 2 GHG emissions impacts for alternatives.
- Perform an alternatives analysis for the future of PGS.
- Identify capital projects necessary to meet PGS Master Plan goals and develop a prioritization framework to incorporate them into the Wastewater Department Capital Improvement Program (CIP).
- (Optional Tasks) Technical analysis for safety and compliance.
 - Flare troubleshooting/tuning.
 - Gas conditioning system tuning/expansion assessment.
- (Optional Tasks) Technical analysis for optimal asset management.
 - PGS-1 electrical conductors condition assessment/remaining useful life assessment.
 - Low Pressure Gas Header redundant pipeline economic assessment.

The documentation and findings will be compiled in a final report which will include or reference all deliverables including a final implementation plan.

The CONSULTANT shall perform the tasks listed herein.

I. CONSULTANT SERVICES

The CONSULTANT shall complete Tasks 1 through 5 as described below. Task 6 covers optional services.

Task 1: Project Management

The CONSULTANT shall coordinate inspections, sampling, monitoring, engineering analysis, and technical memoranda with the DISTRICT; prepare meeting agenda and minutes; attend meetings; manage quality assurance and quality control (QA/QC); prepare deliverables; and provide documents and invoices as necessary to effectively manage this project. The CONSULTANT shall be responsible for project coordination and communication with the project team, subconsultants, and the DISTRICT to facilitate evaluation and development efforts. The CONSULTANT shall prepare an overall project schedule and update it on a monthly basis. The CONSULTANT shall create and maintain an Issues and Decisions Log, prepare monthly project status reports and invoices, and coordinate deliverables. The CONSULTANT shall ensure that all tasks are completed on time and within budget restrictions.

The CONSULTANT shall organize, describe, and tabulate all documents and files prepared, or caused to be prepared, by the CONSULTANT, and will provide the resulting documentation to the DISTRICT, as stipulated in Article 1.5 of the Agreement. Documents and files include, but are not limited to, drawings, specifications, cost estimates, reports, technical memoranda, collected data and materials, models, and calculations. The CONSULTANT shall also prepare a “Data Management Technical Memorandum” including a summary of the data and files provided.

The CONSULTANT shall submit deliverables in draft and final form according to the following submittal requirements.

- **Draft Deliverables.** The CONSULTANT shall prepare draft documents, each of which shall include the task-required information. The CONSULTANT shall provide electronic copies of each draft document in both source file format (e.g., Microsoft Word document) and PDF formats. The CONSULTANT shall allow a minimum of two weeks for the DISTRICT to review and provide comments on Technical Memoranda and Reports.
- **Final Deliverables.** The CONSULTANT shall prepare final documents, addressing and incorporating comments received from the DISTRICT on the draft versions. The CONSULTANT shall provide two (2) hard copies of each final document. The CONSULTANT shall also include an electronic version (PDF) of each document and each document in its source file format (e.g., Microsoft Word, etc.). All final deliverables shall be stamped and signed by a licensed Professional Engineer in Civil Engineering registered in the State of California. One full-size and one-half size pdf files of any drawing sets shall be provided with the final deliverables.

Task 1.1: Meetings and Workshops.

The CONSULTANT shall prepare agenda, prepare and coordinate review by DISTRICT of presentation slides, conduct meeting, and document meeting minutes for all the key meetings and workshops listed below. Meetings and workshops are expected to be conducted virtually through an online meeting platform such as Microsoft Teams, unless explicitly specified as an in-person meeting. These meetings do not encompass all the meetings throughout the project by all levels

of the project team staff necessary for development and coordination. Meetings will include representatives from various DISTRICT Divisions. All meetings, except the management briefings, shall be scheduled at least two weeks in advance. Management briefings shall be scheduled at least one month in advance.

The following key meetings are anticipated:

- **Kick-Off Meeting:** The purpose of the meeting is to confirm understanding of scope, review previous relevant work conducted by the DISTRICT and consultants, identify outstanding issues, identify potential risks and mitigations, discuss the project schedule, and discuss coordination protocol between the CONSULTANT and the DISTRICT. Meeting shall be held in-person at the Main Wastewater Treatment Plant. Anticipate 1.5-hour meeting.
- **Bi-Weekly Team Meetings:** Meeting agendas and notes will be maintained. Presentation slides are not required for these meetings. Bi-weekly meetings with the DISTRICT and key members of the CONSULTANT's team to review the project status, including upcoming submittals, progress of individual team members, action items, new issues and general coordination through completion of the project. Anticipate 45 minute meetings.
- **User Group Workshops:** The purpose of these meetings is to present the criteria, findings, alternatives, general approach and layout of improvements, and to discuss and solicit input on approach and issues. There will be three user group workshops. Meetings shall be held in person at the Main Wastewater Treatment Plant. Anticipate three (3) 2-hour meetings (anticipated for Tasks 3.3, 3.5, and 4).
- **Focused Workshops:** There will be smaller focused workshops on subtasks involving relevant Operations Staff and Engineering staff. Anticipate two (2) 1.5-hour meetings. (anticipated for Tasks 3.2 and 3.4)
- **Management Briefings:** Two management briefings will be planned for the project. One briefing will seek input from management, one month or more before the Task 3.4 Develop Preliminary Alternatives, to get buyoff on alternatives and their analyses. The second briefing will be to present draft final findings and recommendations for management input one month or more before the Task 3.5 Refined alternatives Analysis. Input will be incorporated into Task 4 Capital Project Roadmap and Task 5 final report. Meetings shall be held in person at the Main Wastewater Treatment Plant. Anticipate two (2) 1.5-hour meetings.

Deliverable: For all meetings, the CONSULTANT shall prepare an agenda, presentation slides, meeting minutes following the meeting, and a decision, action item, and risks log. All documents shall be provided in their source file format and PDF format. A draft agenda and draft presentation slides shall be submitted to the project manager a minimum of one week prior to the scheduled date of the meeting.

Task 1.2: Project Reporting

This task includes management and coordination of project with the DISTRICT and members of the project team. The CONSULTANT shall provide brief project status summaries of services completed, outstanding action items, and budget status with each monthly invoice. A Gantt-type project schedule, tracking progress by task, should be included with the monthly reporting.

Deliverables: The CONSULTANT shall submit monthly invoices throughout the project and shall provide timely responses to any questions from DISTRICT regarding content.

Task 2: Data Collection and Review

The CONSULTANT shall identify what existing information is required or will substantially benefit their understanding and analysis of the system, existing controls/automation, PGS operational data, and gas production data and will work with the DISTRICT to try to collect that information. The CONSULTANT shall make an initial site visit to become familiar with the existing PGS system infrastructure footprint, condition, and operation. The DISTRICT will be present and coordinate access to the facilities. The condition assessment shall feed into the consultant's review of and input on the DISTRICT's Condition and Risk Assessment.

Deliverable: The CONSULTANT shall reference collected information or organize it in appendices to the technical memoranda and reports required under relevant project tasks.

Task 2.1: Project Assumptions and Constraints

CONSULTANT shall work with the DISTRICT to develop a comprehensive set of project assumptions and constraints regarding current and future operating conditions. This effort will include discussions with the DISTRICT on assumptions including but not limited to heat requirements, electrical requirements, electrical grid limitations, gas production, emergency power capacity requirement, and available space for new infrastructure. Additionally, the potential phasing/transition assumptions between current and future technologies should be established (i.e. maintenance of existing operations into transition, use of temporary generation systems for transition, replacing in-situ in phased construction, etc.). Any other pertinent assumptions should also be discussed and explored with the DISTRICT.

Deliverable: The CONSULTANT shall summarize the assumptions, constraints, in a technical memorandum.

Task 2.2: District Condition and Risk Assessment Review

CONSULTANT shall assign expert, licensed professional engineer(s) to provide peer review comments on the DISTRICT's Condition and Risk assessment. (Expert(s) performing the peer review will have an active professional engineering license by one of the 50 states in the United States of America. The DISTRICT prefers a professional engineering license in Civil Engineering and in the State of California, but may accept other states or license types if

applicable to wastewater engineering and the expert has sufficient credentials to perform the peer review.)

CONSULTANT shall review the data and conclusions in the DISTRICT's report and provide recommendations to match industry standard estimated remaining useful life of the existing PGS assets. Additionally, sharing case studies on other facilities where applicable to aid the DISTRICT in improving the Condition and Risk Assessment and associated rehabilitation and maintenance recommendations and cadences. The DISTRICT will provide a comment log template in an Excel file format. The DISTRICT will respond to peer review comments using the comment log and document revisions to each TM using Tracked Changes in Word. The DISTRICT and Consultant shall review revised TM files and comment log responses. Any outstanding comments shall be discussed during a Peer Review Resolution Workshop.

Meetings: Peer Review Resolution Workshop. This workshop shall result in agreement between the DISTRICT and Consultant on how results and recommendations from the TM shall be used in the subsequent alternatives analysis, and whether any refinements are required (e.g., additional mechanical or physical testing) prior to recommendation. The Consultant shall schedule this workshop after submitting peer review comments to the DISTRICT. The DISTRICT will respond to all comments and submit draft responses to the Consultant before this meeting is hosted. The Consultant shall prepare a meeting agenda in advance of the workshop. The Consultant shall use the agenda to highlight any critical comments or potential critical flaws, if applicable.

Deliverable:

- **Peer Review Comments.** Provide comments to DISTRICT's Condition and Risk Assessment.
- **Peer Review Resolution Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes to document key decisions from the workshop.

Task 3: Alternatives Analysis

The CONSULTANT shall develop alternatives for comparative analysis by configuring combinations of biogas utilization and power technologies that meet power generation, heat generation, and flaring needs, and any support equipment to fulfill those needs. The CONSULTANT shall incorporate condition assessment information from Task 2 to determine supporting infrastructure investment needs and cost estimates. The baseline alternative would assume strictly replacing aging infrastructure in-kind.

The scope of work includes evaluation of reliability and load balancing, development of site-specific applications, alternatives analyses (including cost analyses), and development of recommendations.

All power models (modeling power between 15-min to 1 hour interval power consumption and generation) developed for this project shall be submitted electronically to the DISTRICT for future use.

Task 3.1: Air Regulations Future Projection

CONSULTANT shall develop an analysis of existing and potential future air regulations that may require capital investments. provide projected timeline, based on known or otherwise anticipated regulatory/rule-making schedules and trends, of trigger points that will require significant investment in emissions control for the base-case alternative or investment in a replacement technology.

Deliverable:

- Provide Subtask Report on likely future impacts on alternatives and PGS project schedules.

Task 3.2 Screening of Technologies and Alternatives

CONSULTANT shall perform a review of technologies that can be implemented to meet the performance needs of the DISTRICT's PGS system. Taking into account remaining useful life, assumed biogas generation variability, capacity, potential for optimization; and current and future utility requirements and electricity demands. Technologies shall include, but not be limited to:

- | | |
|-------------------------------|---|
| • Internal combustion engines | • Fuel cells |
| • Turbines | • Gas storage |
| • Micro-turbines | • Gas conditioning systems |
| • Solar panels | • Biogas upgrading for pipeline injection |
| • Batteries | • Vehicle fueling Stations |
| • Microgrid | |
| • Linear generator | |

CONSULTANT is encouraged to present additional options for beneficial use of biogas or renewable energy technologies outside of the above listed methods that may have beneficial applications at PGS.

Evaluation criteria shall be co-developed by CONSULTANT and DISTRICT. CONSULTANT shall comprehensively describe each considered technology's means of operation, grid impacts, and risks (both health and regulatory). The following shall be considered to establish a basis for justifying further analysis.

- Economic benefits
- Resiliency characteristics
- Staffing impacts
- Technology maturity
- Number of installations in U.S. and Internationally (approximate number is acceptable)

- Explanation of Proprietary or Sole-Source Implications, if applicable;
- List of Major Mechanical Components
- List of Chemical Requirements (e.g. related to BACT and/or gas conditioning)
- List of Replaceable/Consumable Parts (including typical replacement frequency)
- Energy generation capacity (one or more applicable nameplate capacities for the DISTRICT's power scale)
- Expected life as a whole and for major components.
- List of Typical Advantages
- List of Typical Disadvantages

The CONSULTANT shall facilitate a screening workshop to eliminate infeasible power and gas technologies and configurations. The screening workshop shall be interactive with all DISTRICT stakeholders to allow attendees an opportunity to comment on screening results. The Consultant shall guide the workshop and provide answers to stakeholder questions regarding technologies and proposed screening decisions. The draft screening results shall be documented in meeting minutes, and the DISTRICT will have 10 business days to confirm screening decisions.

Task 3.2 Meetings:

- **Screening Workshop** (Focused Workshop). The screening workshop shall be hosted in-person to maximize participation from DISTRICT stakeholders. The CONSULTANT's project manager and at least one technical expert shall attend the screening workshop in-person. Additional participants from the CONSULTANT's team may join virtually. It shall be the CONSULTANT's responsibility to facilitate a seamless hybrid meeting.

Task 3.2 Deliverables:

- **Summary of Technologies.** The CONSULTANT shall provide a summary for each technology in a format that effectively and efficiently communicates all criteria listed in this task and additional criteria as mutually agreed upon. The media format shall be transmitted electronically and may include but is not limited to a PDF, PowerPoint file, or SharePoint site.
- **Review of Technologies and Alternatives Technical Memorandum.** Summarize review of technologies and alternatives, including summary of each technology, feasibility review, analysis method, information considered, and outcome.

Task 3.3: Alternatives Evaluation Criteria and Approach

The CONSULTANT shall conduct an Evaluation Criteria and Approach workshop to review evaluation criteria and establish the alternatives analysis decision-making approach for the simplified triple bottom line analysis that will be conducted on the Preliminary Alternatives. Evaluation criteria for the detailed triple bottom line analysis will be re-evaluated prior to the Refined Alternatives Analysis. The CONSULTANT shall review the DISTRICT's proposed evaluation criteria and approach for this project and propose modifications and improvements to the DISTRICT's evaluation criteria and decision-making approach.

A preliminary agenda for the workshop is listed here:

- Meeting purpose

- Outline criteria for simplified triple bottom line (TBL)
- Discuss weights and importance of criteria
- Review tools used for criteria evaluation
- Outline approach, key meetings requiring stakeholder input, and next steps

The consultant shall prepare a brief TM to document the evaluation criteria and approach.

Task 3.3 Meetings:

- **Alternatives Evaluation Criteria and Approach Workshop** (User Group Workshop). The screening workshop shall be hosted in-person to maximize participation from DISTRICT stakeholders. The CONSULTANT's project manager and at least one technical expert shall attend the screening workshop in-person. Additional participants from the CONSULTANT's team may join virtually. It shall be the CONSULTANT's responsibility to facilitate a seamless hybrid meeting.

Task 3.3 Deliverables:

- Alternatives Evaluation Criteria and Approach Workshop Agenda, Workshop Materials in PDF format.
- Alternatives Evaluation Criteria and Approach Workshop Draft Meeting Minutes in Microsoft Word and PDF format.
- Alternatives Evaluation Criteria and Approach Workshop Final Meeting Minutes in PDF format.
- **Alternatives Evaluation Criteria and Approach TM** to document the evaluation criteria and approach in Microsoft Word and PDF format.

Task 3.4 Develop Preliminary Alternatives

The Consultant shall use the list of screened technologies to identify potential configurations that meet performance criteria for the PGS system and meet the goals and objectives of this Master Plan. The screened technologies will be categorized according to the function within the PGS system, including but not limited to, gas storage, flaring, gas conditioning, gas conveyance, power generation, air emissions mitigation, and biogas upgrading. If there are multiple technologies within a category, the CONSULTANT shall perform an analysis in consultation with the DISTRICT to determine the technologies that will be included in subsequent Preliminary Alternatives configurations. The CONSULTANT shall develop up to six (6) configurations of screened alternatives.

The DISTRICT will review draft preliminary alternatives before a Preliminary Alternatives Workshop and provide feedback to CONSULTANT. CONSULTANT will incorporate the DISTRICT's feedback and host a preliminary alternatives workshop to review the proposed list of alternatives with all DISTRICT stakeholders. The draft preliminary alternatives list will be documented in meeting minutes and presentation slides.

The DISTRICT will determine the top three (3) alternatives for further consideration in Task 3.5 Refined Alternatives Analysis.

Task 3.4 Meetings:

- **Preliminary Alternatives Development Workshop** (Focused Workshop). The alternatives workshop may be hosted virtually or in-person. The Consultant's project manager and at least one technical expert shall attend.

Task 3.4 Deliverables:

- Preliminary Alternatives Development Workshop materials, including agenda and slides, in PDF.
- Preliminary Alternatives Development Workshop Draft Meeting Minutes in Microsoft Word and PDF format.
- Preliminary Alternatives Development Workshop Final Meeting Minutes in PDF format.

Task 3.5: Refined Alternatives Analysis

The CONSULTANT shall develop re-evaluated evaluation criteria and a refined decision-making approach to apply to in the Refined Alternatives Analysis. These criteria and analysis will differentiate the remaining three alternatives based on potential implementation schedule. The analysis will provide a recommended alternative and implementation schedule, based on the best combination of project net benefits and feasible implementation timeline. If alternatives are tied or closely ranked, they may both be recommended and differentiated and characterized by their unique benefits to allow the DISTRICT to decide between them based on future priorities. The recommended alternative will be presented for consideration at the Refined Alternatives Workshop, and shall require DISTRICT approval subject to DISTRICT comment and refinements.

Life Cycle Cost Analysis:

- ❖ For each alternative:
 - Requirements and specifications (i.e. cooling water, power capacity, size, etc.)
 - Capital scopes and costs
 - Operation and Maintenance scopes and costs
 - Perform a present worth life-cycle cost alternative analysis
 - Include consideration of opportunistic timing of replacement of existing systems.
 - Account for economic cost of carbon credits off-setting greenhouse gas emissions associated with the DISTRICT's greenhouse gas inventory.
 - Consider non-monetary benefits including greenhouse gas emissions, ease of operations, on-site electrical resiliency, on-site safety, and reliability in a non-monetary benefits alternatives score.
- ❖ Develop top three alternative recommendations with up to three different implementation timelines for each solution.

The top alternative(s) with suggested implementation schedule(s) will be highlighted as recommended to the DISTRICT for further consideration.

Task 3.5 Meetings:

- **Refined Alternatives Workshop** (User Group Workshop). The screening workshop shall be hosted in-person to maximize participation from DISTRICT stakeholders. The CONSULTANT's project manager and at least one technical expert shall attend the screening workshop in-person. Additional participants from the CONSULTANT's team may join virtually. It shall be the CONSULTANT's responsibility to facilitate a seamless hybrid meeting.

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Task 3.5 Deliverables:

- Refined Alternatives Development Workshop materials, including agenda and slides, in PDF.
- Refined Alternatives Development Workshop Draft Meeting Minutes in Microsoft Word and PDF format.
- Refined Alternatives Development Workshop Final Meeting Minutes in PDF format.
- **Refined Alternatives Analysis Technical Memorandum** covering review, analysis method, information considered, alternative analysis, and outcome.

Task 4 PGS Capital Project Roadmap

CONSULTANT shall work with the DISTRICT to identify the implementation plan, referred to as the PGS Capital Project Roadmap (Roadmap) for all recommended capital improvement projects recommended in the results of the Alternatives Analysis. The Roadmap will include consideration of asset renewal timing, projected permitting compliance dates, and other triggers identified in consultation with the DISTRICT. The Roadmap will include a schedule detailing all equipment testing/piloting, permitting, engineering, design, and construction activities and annual capital expenditures over a 30-year period. The approach to the Roadmap sequence will include options for modifications ("on-ramps") in the event that regulatory compliance timing changes, if assets fail, or other triggers occur. Basis of sequencing and project schedules of CIP projects shall be clearly communicated to District and presented in a PGS Capital Project Roadmap Workshop.

Task 4 Meetings:

- **PGS Capital Project Roadmap Workshop** (User Group Workshop). The Consultant shall host a 120-minute workshop to review the recommended alternatives analysis results, triggers, and best likely capital schedules. The District will review results and provide feedback during the workshop. The Consultant shall incorporate feedback from the workshop into a draft Capital Project Roadmap TM.

Task 4 Deliverable:

- **PGS Capital Project Roadmap Technical Memorandum.** The CONSULTANT shall summarize the capital project requirements of the suggested alternatives. The technical

memorandum shall include a narrative rationale for the sequencing and scheduling of projects and descriptions of schedule flexibility.

Task 5 PGS Master Plan Report

CONSULTANT shall prepare a PGS Master Plan Report encompassing results of all project tasks.

Task 5 Deliverable:

- Task 5 Summary including all finalized subtask reports and appendices as a combined document.

Task 6: Optional Services

Optional services, if warranted, will be negotiated at a future date at the discretion of the DISTRICT. CONSULTANT shall include optional services they are prepared to complete in their proposal and level of effort estimate, emphasizing their expertise in addressing the scope. Optional services may include additional engineering services identified during the course of this project. At the discretion of the DISTRICT, the following services may be considered, but are not limited to:

- A. Flare troubleshooting/tuning – work to identify solutions to existing operational problems with the flares. Additionally, explore options to return “old” flare capacity to historical levels and determine if a new flare is required to meet capacity needs. Flare expert required to address work.
- B. Gas conditioning system tuning/expansion assessment. Gas conditioning system expert required to address work.
- C. PGS-1 electrical conductors condition assessment/remaining useful life assessment
- D. Low Pressure Gas Header redundant pipeline economic assessment

II. PROJECT SCHEDULE COMPLETION MILESTONES

Project Kick-off	January 2027
Task 2: Data Collection and Review	February 2027
Task 2.1: Project Assumptions and Constraints	February 2027
Task 2.2: District Condition and Risk Assessment Review	March 2027
Task 3.1: Air Regulations Future Projection	May 2027
Task 3.2: Screening of Technologies and Alternatives	May 2027
Task 3.3: Alternatives Evaluation Criteria and Approach	May 2027
Task 3.4: Develop Preliminary Alternatives	June 2027
Task 3.5: Refined Alternatives Analysis	July 2027
Task 4: PGS Capital Project Roadmap	August 2027
Task 5: PGS Master Plan Report	October 2027
Task 6: Optional Services	TBD

- End Exhibit E -



EXHIBIT F

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 F for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit F 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 F to the title and/or filename.

Exhibit G

Figures and References

PGS Infrastructure History

An approximate timeline of past projects and impacted infrastructure is noted below, followed by a short narrative (items in italics have been removed). Note, EBMUD wastewater is known as SD-1 or Special District No. 1. Projects for EBMUD wastewater have generally been named SD-##.:

PGS-1 (Enterprise Engines)

1985 – SD-135 “Power Generation Station” – original installation of three Enterprise engines for co-generation using diesel starter for digester gas combustion. Project included installation of the low pressure gas holder.

1989 – SD-179 “PGS – Cooling Water System Modifications”

1993 – SD-189A “Power Generation Station Modifications” – installation of underground diesel fuel tank and installation of natural gas line, connecting to “old” flares for pilot light.

2002 – SD-258 “Power Generation Station Fuel System Upgrade” – extend gas line to PGS and install gas blending unit, colorimeter, and ancillary equipment (this system has since been phased out of service)

2025 – SD-413 “Power Generation Station Reliability Improvements Project Phase 3” – demolished low pressure gas holder, added cooldown radiator for turbine, other work.

PGS-2 (Mercury 50 Solar Turbine)

2012 – SD-317A “Power Generation Station 2” –addition of new turbine, gas conditioning system, high pressure gas compressor and support infrastructure.

2025 – SD-413 “Power Generation Station Reliability Improvements Project Phase 3” – cooldown radiator for turbine (used in case of loss of utility power), moved high pressure gas line feeding turbine above ground, other work.

Flares

1978 – SD-121A “Digester Addition and Improvements” –original installation of four candlestick flares (now referred to as the “old flares”)

1993 – SD-197 “Digester Gas Piping Replacement Project” –replacement of header line to old flares

2017 – SD-369 “Flares 1H and 2H – Installation” –installation of two new high-capacity enclosed flares and addition of automatic drip trap to feed lines for old flares.

2022 – SD-416 “Digester Gas Flare Rehabilitation” –replacement of old flares in-kind and replacement of refractory fire wall for old flare enclosure. Replacement resulted in derating of old flare capacity by ~40%. Baffle was installed in a digester gas header pipe spool to limit flow and meet manufacturer’s requirements.

Digester Gas Storage

1985 – SD-135 – low pressure gas holder (replaced in 2005, removed in SD413 in 2025)
1995 – SD-208A – installed dome structure on D12 (removed in SD319 in 2010)
2006 – SD-301 “Digester No. 2 Cover Replacement Project” – replacement of digester cover with Dystor gas storage membrane cover (since replaced in 2017 and out of service in May 2025 and removed)
2025 – SD-356 – replacement of covers on D3 and D4 with Duosphere dual membrane gas storage cover (304,000 cubic feet each).

Digester Gas Conveyance

1985 – SD-135 – installed original carbon steel digester gas piping to route to compressors and engine.
1993 – SD-197 – replaced digester gallery gas piping (since removed)
2003 – SD-275 – removed significant gallery digester gas piping to bring above grade, piping material change to stainless steel. All piping replacements after this point should be stainless steel.
2012 – SD-317A – added stainless steel piping to and from gas conditioning skid and to turbine and modified piping towards old flares.
2014 – SD-319 – replaced lateral piping for digesters 5, 7, 8, and 12
2025 – SD-356 – replaced lateral piping for digester 3 and 4 and a portion of the low-pressure gas piping in PGS-1 basement on the south end.
2017 – SD-369 – installed stainless steel gas piping to new enclosed flares
2018-19 – SD-361 and SD-396 change order emergency repair – modifications to piping to allow bypassing to the boiler around PGS-1 were installed as part of an emergency repair to a leak in the PGS-1 piping. The leak repair resulted in the replacement of low-pressure gas header and ~40 feet pipe in the PGS-1 basement. The buried portion and first ~20 feet were replaced with HDPE while the remainder with stainless steel.
2021 – SD-426 – additional gas piping, both low-pressure and high-pressure, at PGS-1 basement replaced with stainless steel – in the southeast corner.
2023 – SD-413 – the high-pressure gas line from the Vilter compressor to the turbine was raised. Previous underground installation had issue with condensed water collecting at low point.

Infrastructure Narrative History

In 1978, the current old flares site was built as part of a digester addition project, resulting in a total of 8 digesters on-site. In 1985, Power Generation Station 1 (PGS-1) was constructed to make beneficial use of the digester gas produced on-site, able to make use of up to two-engines worth of biogas capacity (approximately 1,240 cfm, with a 95% gas and 5% diesel by energy mix) with a third standby engine. Prior to this, the digester gas was primarily used by boilers for heating. In the mid 1990’s (~1995), the engines were modified to lean burn combustion to

comply with new air standards, allowing the engines to run on digester gas with minimal diesel added for combustion on compression. At the time, the air permit limited operation to only two engines at a time – the boiler could not be run with the engines. The digesters were heated by the engines and operated under mesophilic digestion. Changing to thermophilic digestion was discussed and was anticipated to require expansion of digester heat exchanger capacity or adding heat to incoming sludge.

In 2003, the Air Permit was subsequently revised due to the reduced net emissions of the now clean burn engines versus the previous two engine limit, allowing the three engines to operate simultaneously, or two engines along with the boiler. In 2002, a gas blending system was added to allow mixing of digester gas with natural gas to feed the engines. Issues with premature detonation led to discontinuation of blended operations. The natural gas line connection to serve the enterprise engines has since been capped. In 2001 the Resource Recovery (R2) program began to take in more organic waste to generate more biogas for cogeneration. Since 2003, there has also been an effort to replace carbon steel piping with stainless steel and to bring digester gas piping out of the basements and pipe galleries to above-grade to improve safety. The carbon steel was degrading substantially and generating pyrophoric iron sulfate – in one case causing an emergency repair (occurred in 2018 in PGS-1 basement – see 2018-2019 emergency repair via SD 361 and SD396). Most of the piping has been replaced, but some limited carbon steel piping remains installed. In 2006, a gas storage membrane was added to Digester 2 (D2) (currently out of service). In 2015/16, the PGS-1 engines turbochargers were replaced with an ABB model.

Power Generation Station 2 (PGS 2), consisting of the 4 MW Solar Turbine Mercury 50 generator and gas conditioning skid was constructed following the Waste to Energy Study (previously known as the 4th engine study). As part of the 2006 PGS Expansion Facility Plan, two Mercury 50 turbines were recommended for construction. As design progressed, the project was downsized to one Mercury 50 turbine due to the estimated cost exceeding the approved budget. On construction in 2012 – the turbine had a rated generation of 4.5 MW – with a net generation output of 4 MW. Similarly, the enterprise engines are rated to have a generation of 2.15 MW and net generation of 2 MW per engine. With the added generation on-site, EBMUD became the first wastewater utility in the nation to be a net generator of electricity on an annualized basis. Since its installation, turbine performance has deteriorated due in part to lower performance of replacement turbine cores after rebuilds and replacement of the original recuperator with a remanufactured recuperator in July 2024 with a lower expected efficiency (200kW performance loss). Peak turbine generation is currently approximately 4.2 MW (3.7 MW accounting for parasitic loads) compared to earlier unit performance, which peaked at approximately 4.6 MW (4.1 MW accounting for parasitic loads). The currently installed remanufactured core appears to be at least 200kW less capable than the original core install.

Following biogas venting issues in November of 2013, flaring capacity was seen as insufficient in case of a gas conditioning skid or turbine outage during peak biogas generation. Two new flares with capacities of 1,500 scfm each were installed in February of 2017 (SD369).

In February, 2014, the Blend Tanks were put in service and served to reduce biogas production peaks by mixing primary and thickened waste activated sludge with high strength waste deliveries before conveyance to the digesters. Since the installation, operations have changed to only operate one blend tank at a time due to the desire to have one blend tank available at any time in case the other needs to be taken out of service.

In 2022, the old flares were replaced in-kind which unexpectedly resulted in derating of flare capacity from 900 cfm to 538 cfm, a reduction of 40% capacity for the units and ~28% for all flaring capacity. The capacity derating was required by the flare equipment manufacturer for them to warranty the installed equipment.

In 2025, Duosphere gas storage was installed on D3 and D4 totaling 614,000 cubic feet. Currently, the excess gas is used to help maintain peak power output – one turbine and two engines. High gas production both fills the storage and allows fueling of the turbine and two engines. When production drops, the generators continue to operate at peak output until the gas storage is depleted. This operating mode optimizes to create energy for export. The intent is to optimize biogas storage to support plant demands. The goal is to maximize digester gas storage available for the weekend digester gas generation trough to offset plant baseload when biogas production is lowest.

Electrical Grids

The MWWTP power distribution is configured with two “sides,” corresponding to the two separate PG&E grid connections that the District maintains. The turbine is connected to one side and the engines on the other. Demands are purposefully split to minimize impacts of a line outage and make use of the power from the power generation units. PG&E would not allow PGS-1 and PGS-2 on the same circuit due to grid circuit capacity limitations for receiving export electricity. Recently, when PGS-2 is down – the plant imports and exports a significant amount of energy simultaneously due to current inflexibility in modifying on-site line demands.

PGS Tables:

Table 1 - Power Output equal to or greater than noted power, by year:

Power Output Uptime	2023	2024	2025	Average (2021-5)
6 MW	37%	35%	49%	46%
5.5 MW	49%	41%	59%	56%
5 MW	56%	45%	68%	63%
4 MW	78%	55%	74%	75%
3 MW	92%	88%	88%	94%

*This uptime is impacted by gas availability along with generator availability

Table 2 - Plant Total Demand (kW) hourly average - Dec 2021 to November 2025:

Percentile	Plant Demand(kW)
40th	4,927
50th	5,038
60th	5,128
70th	5,219
80th	5,339
90th	5,595
95th	6,100
98th	6,716

PGS Figures

Figure 1 - November 2025 – demonstrating the significant hourly variation in digested gas generation. The R2 program receives organic tipping deliveries primarily during the work week, with a significant drop off during the weekend. Deliveries are unscheduled. R2 organics contribute to approximately 2/3rds of digester gas generated at the plant.

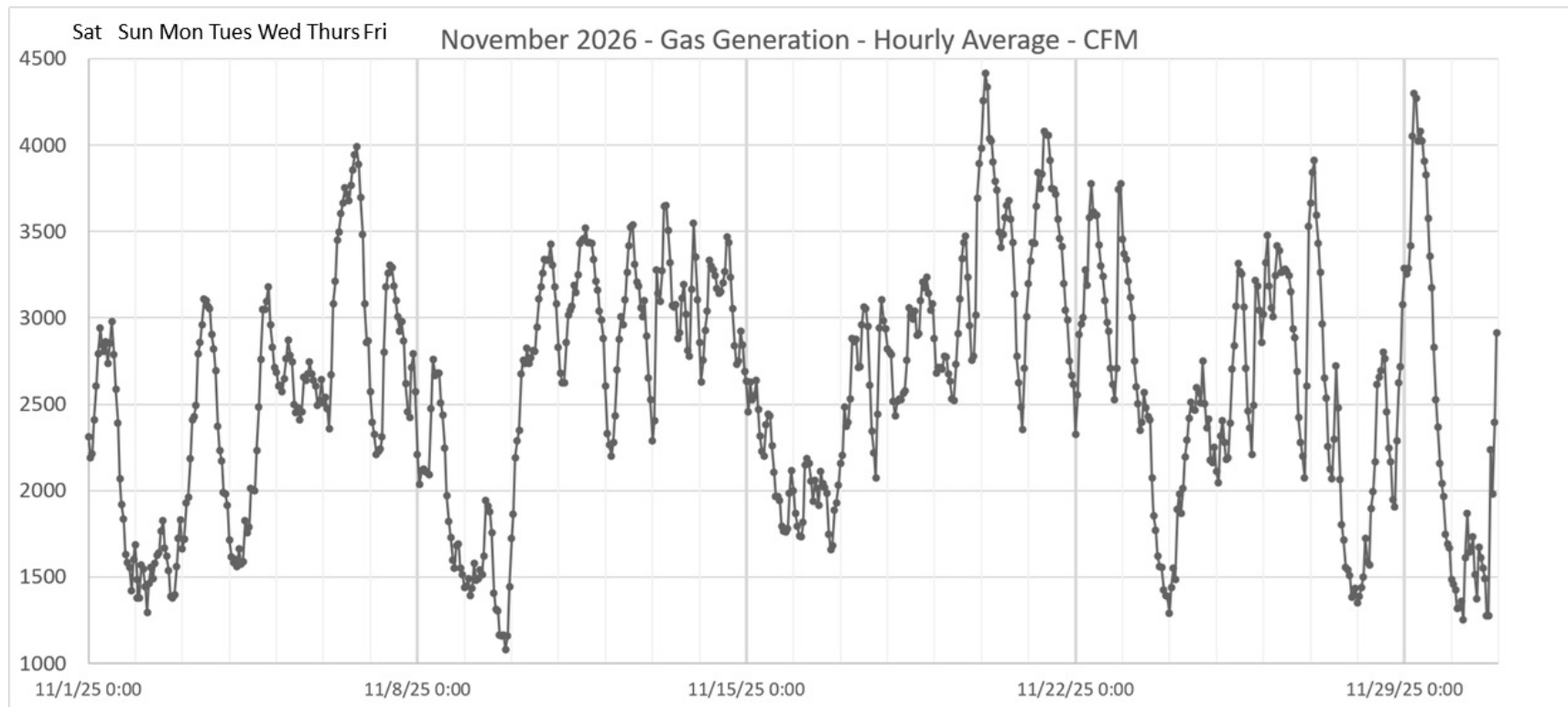


Figure 2 - 2023-2025 Percentile trends of digester gas production by day of week and hour – demonstrating weekly drop in digester gas production into weekend:

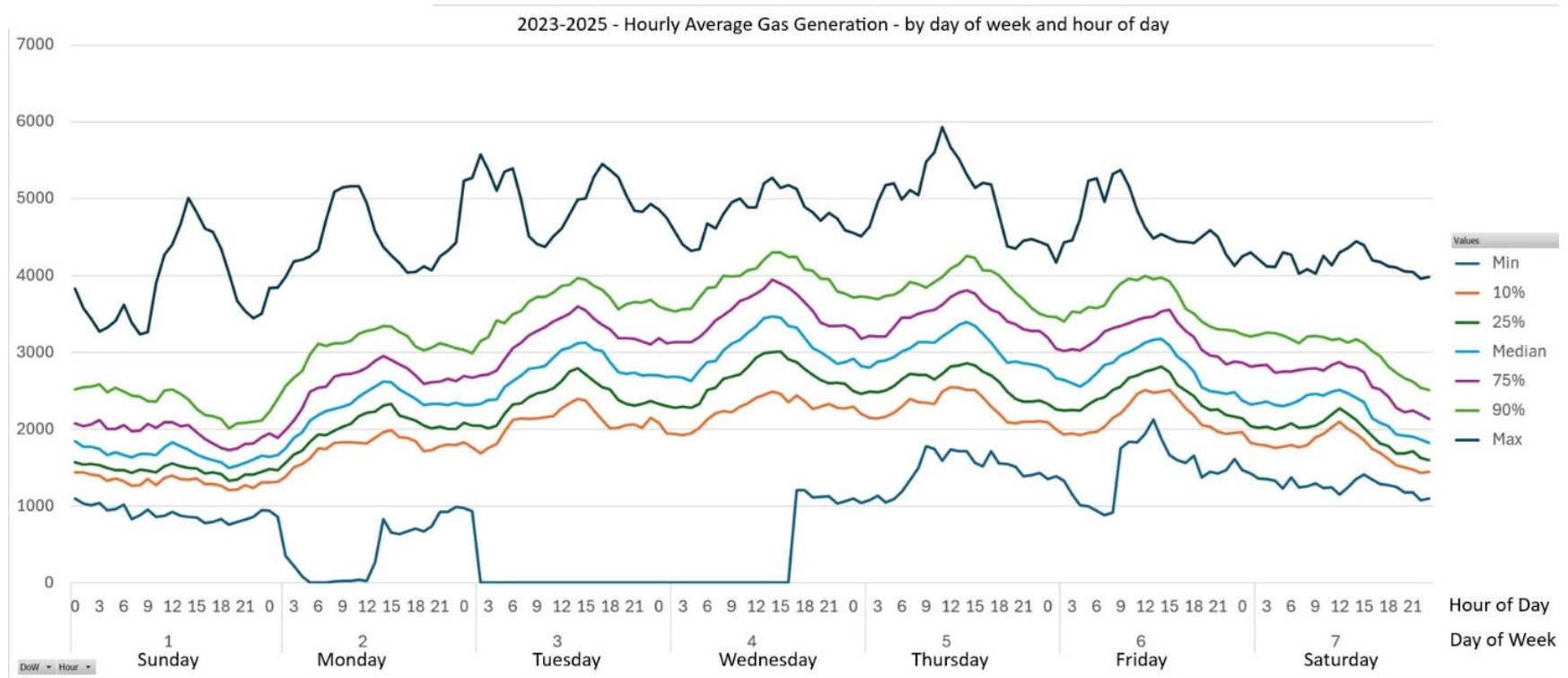


Figure 3 - Power generation and export vs. power demand and power import:

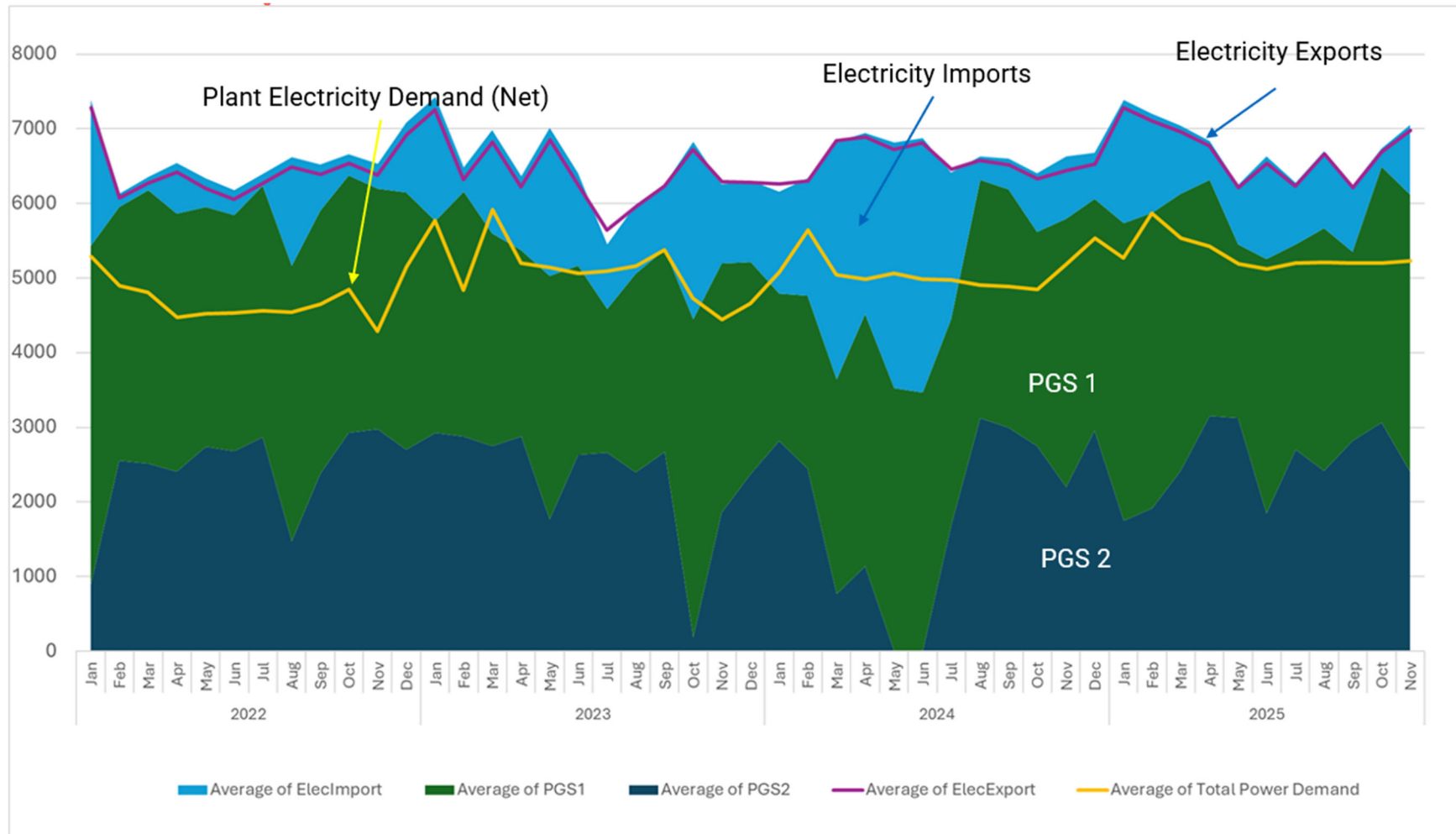
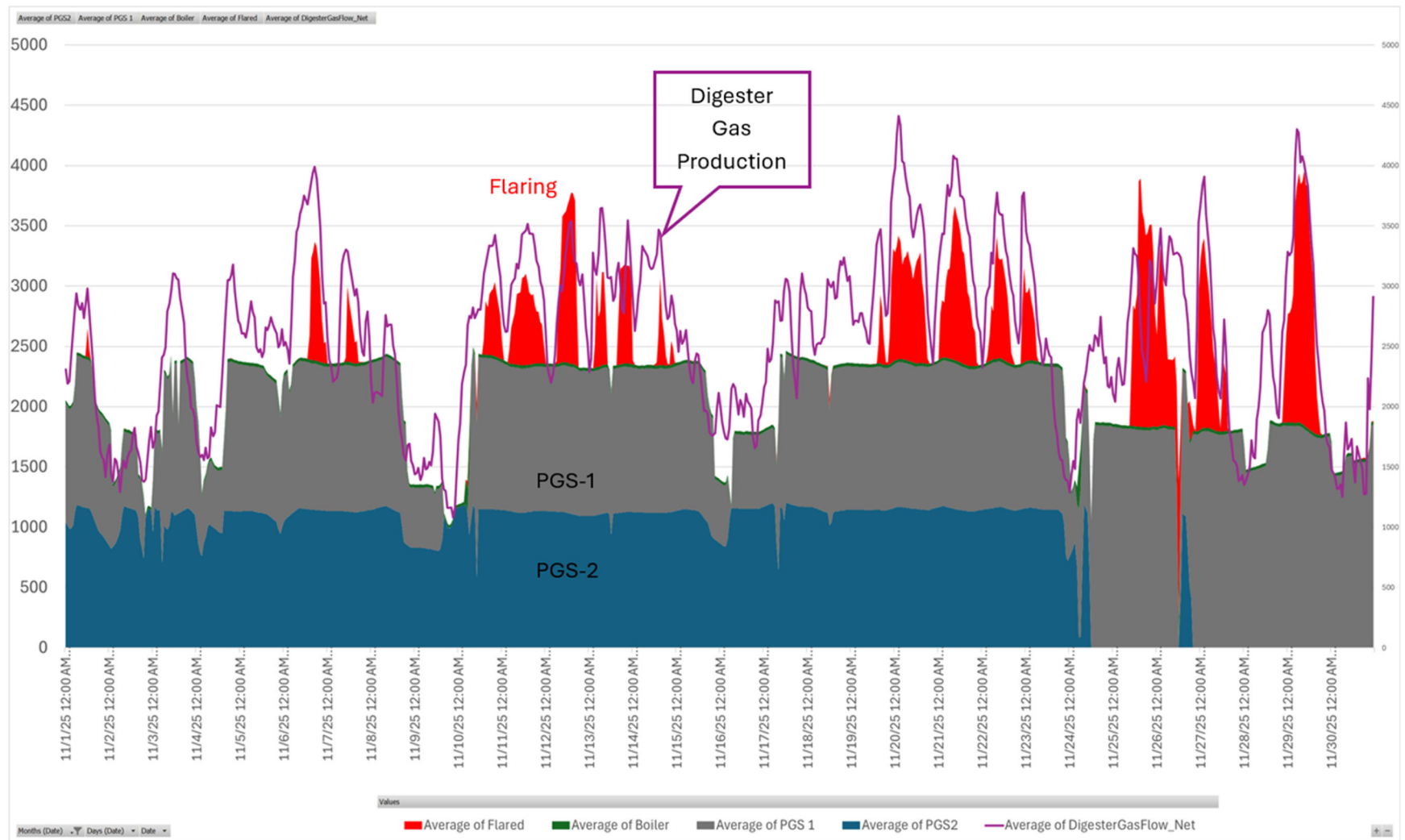
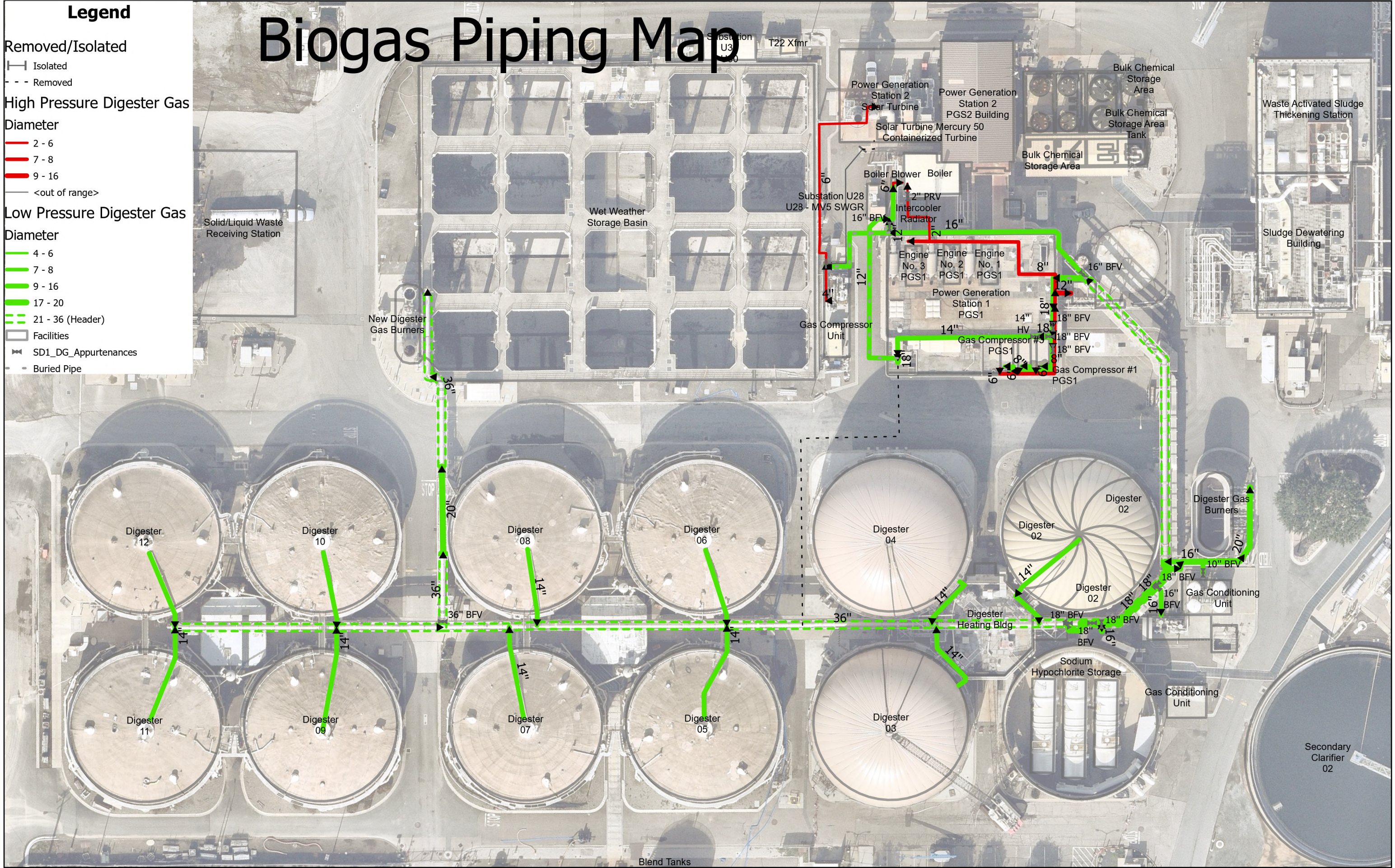


Figure 4 - Biogas generation vs. end-use w/D3 and D4 gas storage – November 2025:



Digester Gas Infrastructure:



Biogas Piping Map

Isolated

High Pressure Digester Gas

— 2 - 6

7 - 8

9 - 16

— <out of range>

Diameter

4 - 6

7 - 8

9 - 16

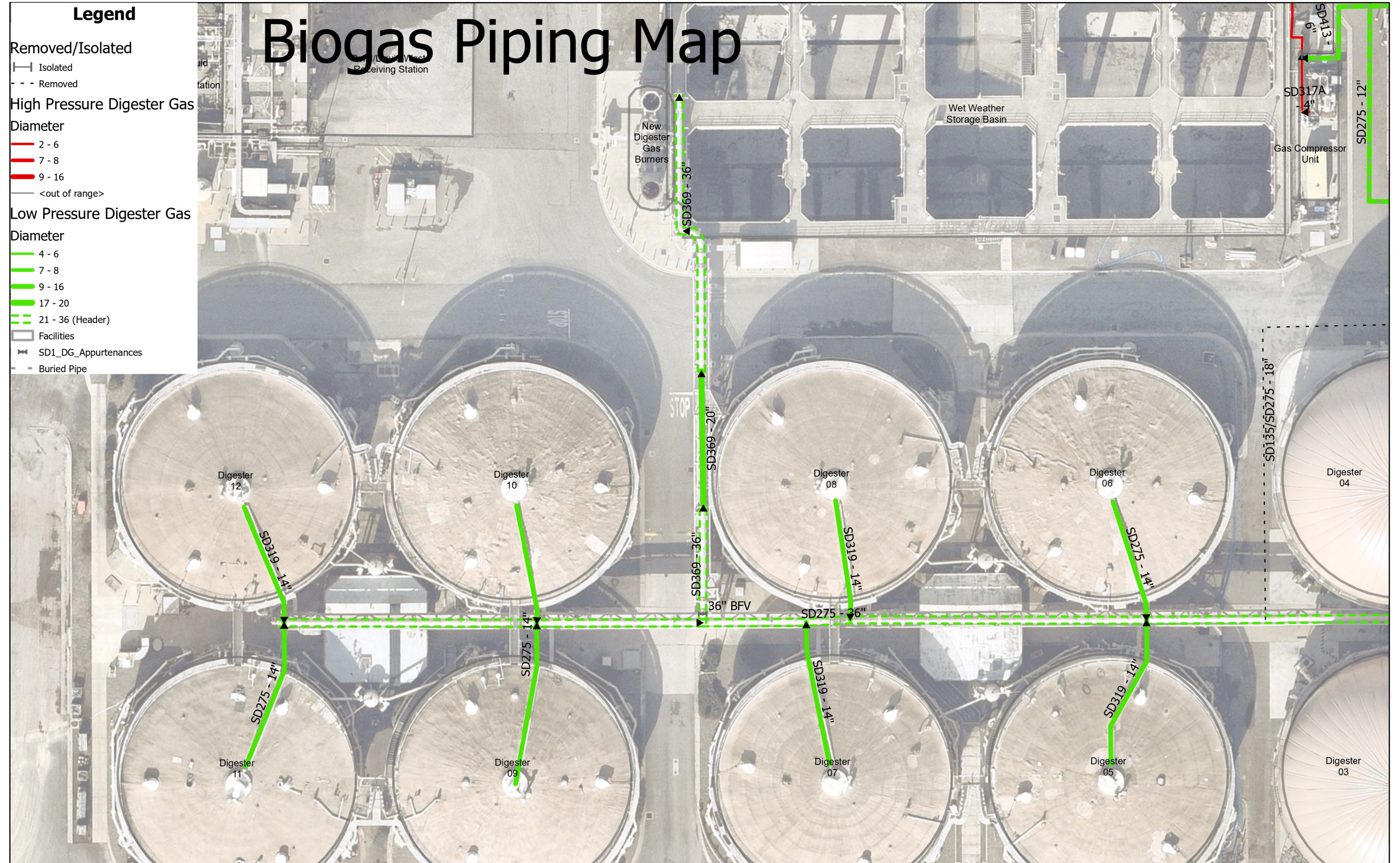
17 - 20

21 - 36 (Header)

Facilities

SD1_DG_Appurtenances

- Buried Pipe



Legend

Removed/Isolated

Isolated

Removed

High Pressure Digester Gas

Diameter

2 - 6

7 - 8

9 - 16

<out of range>

Low Pressure Digester Gas

Diameter

4 - 6

7 - 8

9 - 16

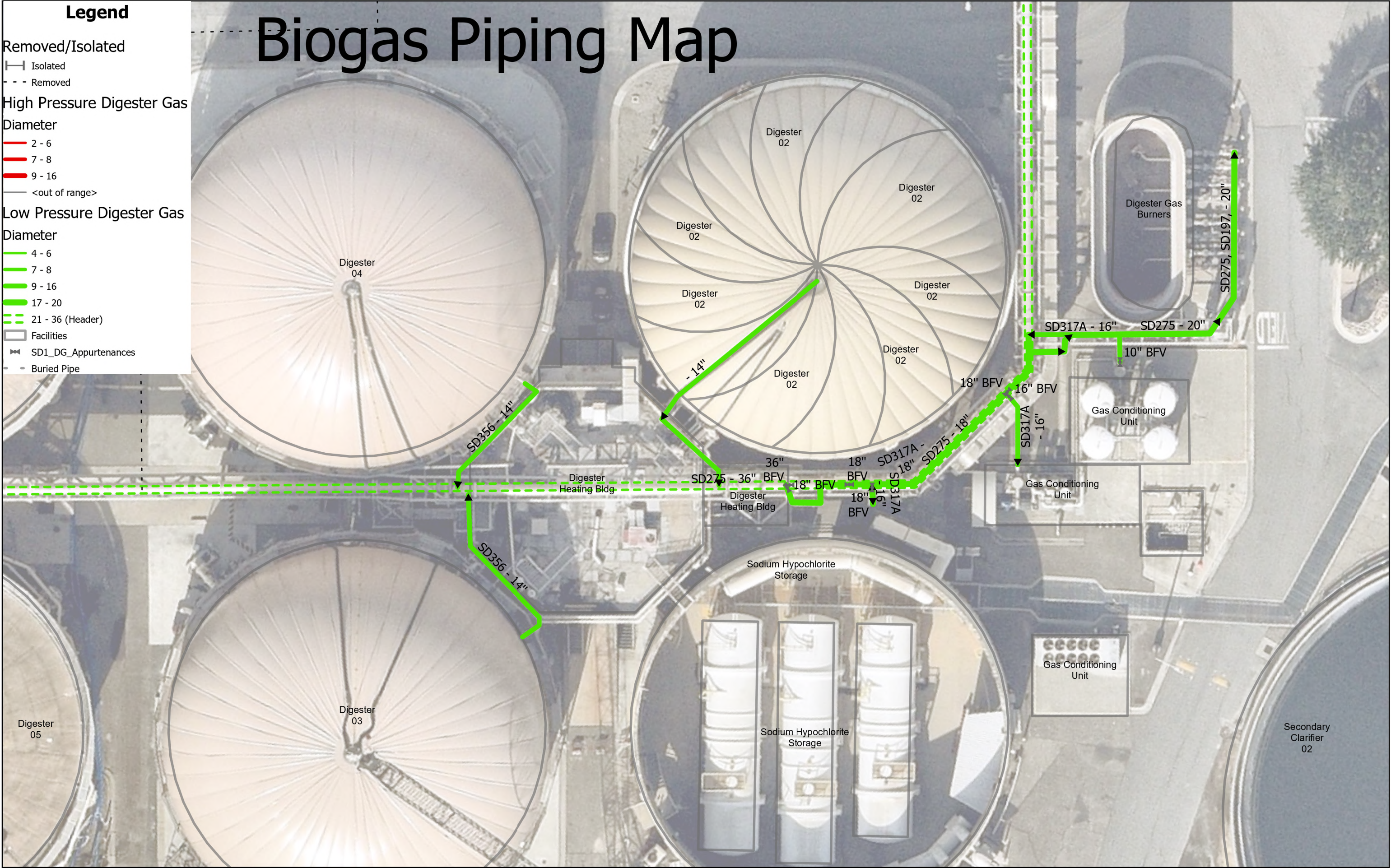
17 - 20

21 - 36 (Header)

Facilities

SD1_DG_Appurtenances

Buried Pipe

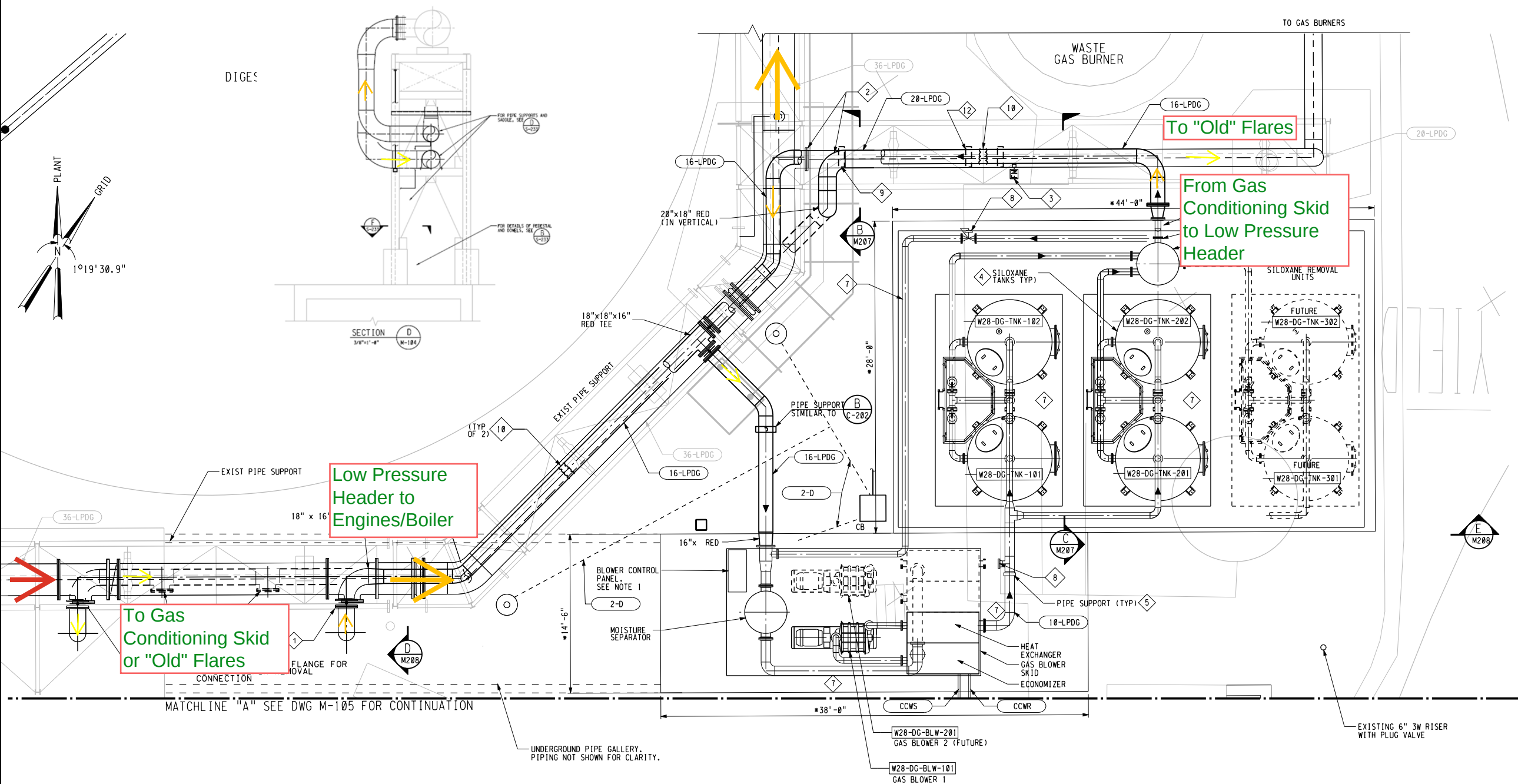


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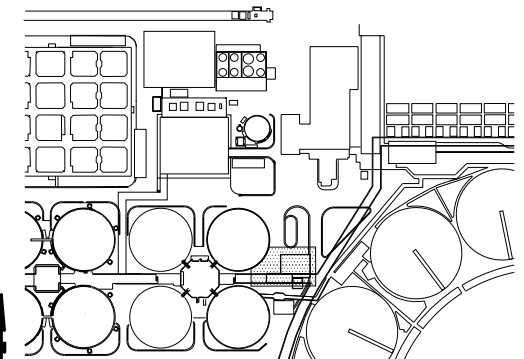
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- GENERAL NOTES
1. FOR ELECTRICAL, SEE ELECTRICAL DRAWINGS
 2. FOR YARD PIPING CONTINUATION SEE CIVIL DRAWINGS
 3. EQUIPMENT DRAINS AS SHOWN ARE APPROX LOCATIONS ONLY.
 4. CONTRACTOR SHALL MODIFY LOCATIONS OF PIPING AS REQUIRED TO SUIT EQUIPMENT PROVIDED.
 5. PROVIDE CHAIN OPERATORS PER (M256 TYP) FOR ALL VALVES LOCATED HIGHER THAN 5'-6" ABOVE FINISHED FLOOR.
 6. SEE PIPE SPEC FOR EXPANSION AND SUPPORTS
 7. * DENOTES THE LIMITS OF WORK PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER.

- KEY NOTES
- 1 EXIST 18" BUTTERFLY VALVE. REMOVE EXIST 18" BF AND CONNECT NEW 18" LPDG
 - 2 CUT EXIST 20" LPDG AND INSTALL 20" 90° ELBOW CONNECT TO EXISTING 20" LPDG. INSTALL A 20" BF ON EXISTING 36"x20" TEE.
 - 3 PRESSURE, FLOW, TEMPERATURE TRANSMITTER PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER. EXACT LOCATION TO BE DETERMINED BY SYSTEM SUPPLIER.
 - 4 SILOXANE TANKS, PIPING AND SUPPORTS ARRANGEMENT SHALL BE PER GAS CONDITIONING SYSTEM SUPPLIER.
 - 5 SUPPLIED BY GAS CONDITIONING SYSTEM SUPPLIER.
 - 6 GAS CONDITIONING OUTLET FLANGE.
 - 7 PIPING ARRANGEMENT SHOWN AND SIZES ARE APPROXIMATE. FINAL PIPING ARRANGEMENT PER GAS CONDITIONING SYSTEM SUPPLIER.
 - 8 PRESSURE REGULATING VALVE PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER. SEE SPEC. PIPE/VALVE SIZE TO BE DETERMINED BY SYSTEM SUPPLIER.
 - 9 RELOCATE EXISTING 20" FLEX JOINT.
 - 10 BELLOWS SST EXPANSION JOINTS.
 - 11 TEE WITH BLIND FLANGE FOR FUTURE CONNECTION.
 - 12 PIPE GUIDES SUPPORTED FROM EXISTING PIPE RACK.



KEY MAP

3" ON ORIGINAL DOCUMENT



NO.	DATE	REVISION	BY	REC.	APP.

DESIGNED BY:	DAVID TSAI	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT No. 1 OAKLAND, CALIFORNIA POWER GENERATION STATION 2 PGS RENEWABLE ENERGY EXPANSION MECHANICAL GAS CONDITIONING PLAN 1
DRAWN BY:	JCI/MJG	
DESIGN CHECKED BY:	DAN CROSBY	
PROJECT MANAGER:	TOM MOSSINGER	
APPROVED:	SARWAN WASON	
PRINCIPAL IN CHARGE:	JOHN KYSER	SHEET NO. 134
PROJECT MANAGER:	JOSEPH L. WONG	
RECOMMENDED:	JOSEPH L. WONG	SCALE 3/16"=1'
SR. ENGINEER:	JOSEPH L. WONG	DATE JAN. 2009
R.P.E. No. C69576	JOSEPH L. WONG	SD317A-W28-M-104
		DRAWING NUMBER
		REV.

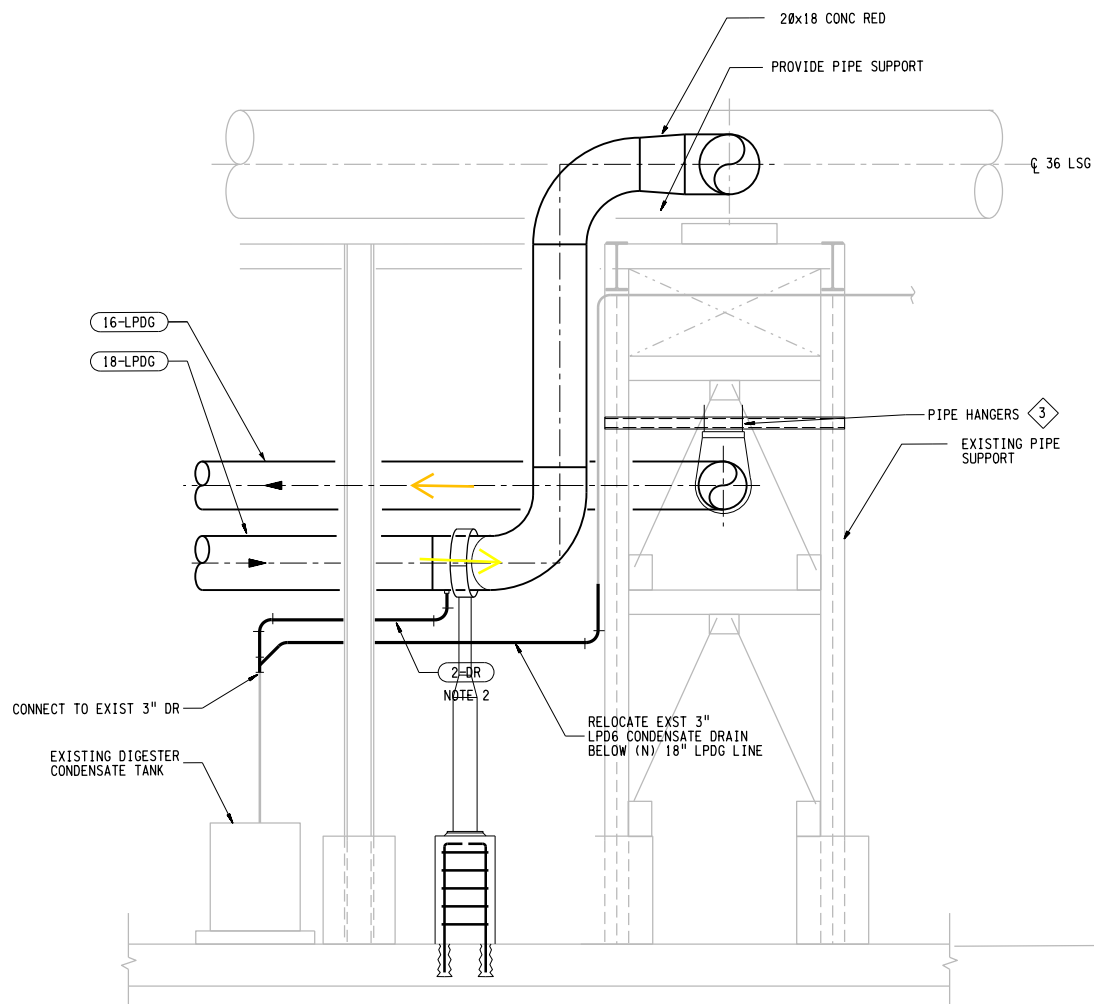
EBC	RECOMMENDED: SR. ENGINEER	<i>Joseph Nony</i> PEEP, WCM	SCALE	AS SHOWN	W28.20-S-233	1
	R.P.E. No. M30703		DATE	JAN 2009		

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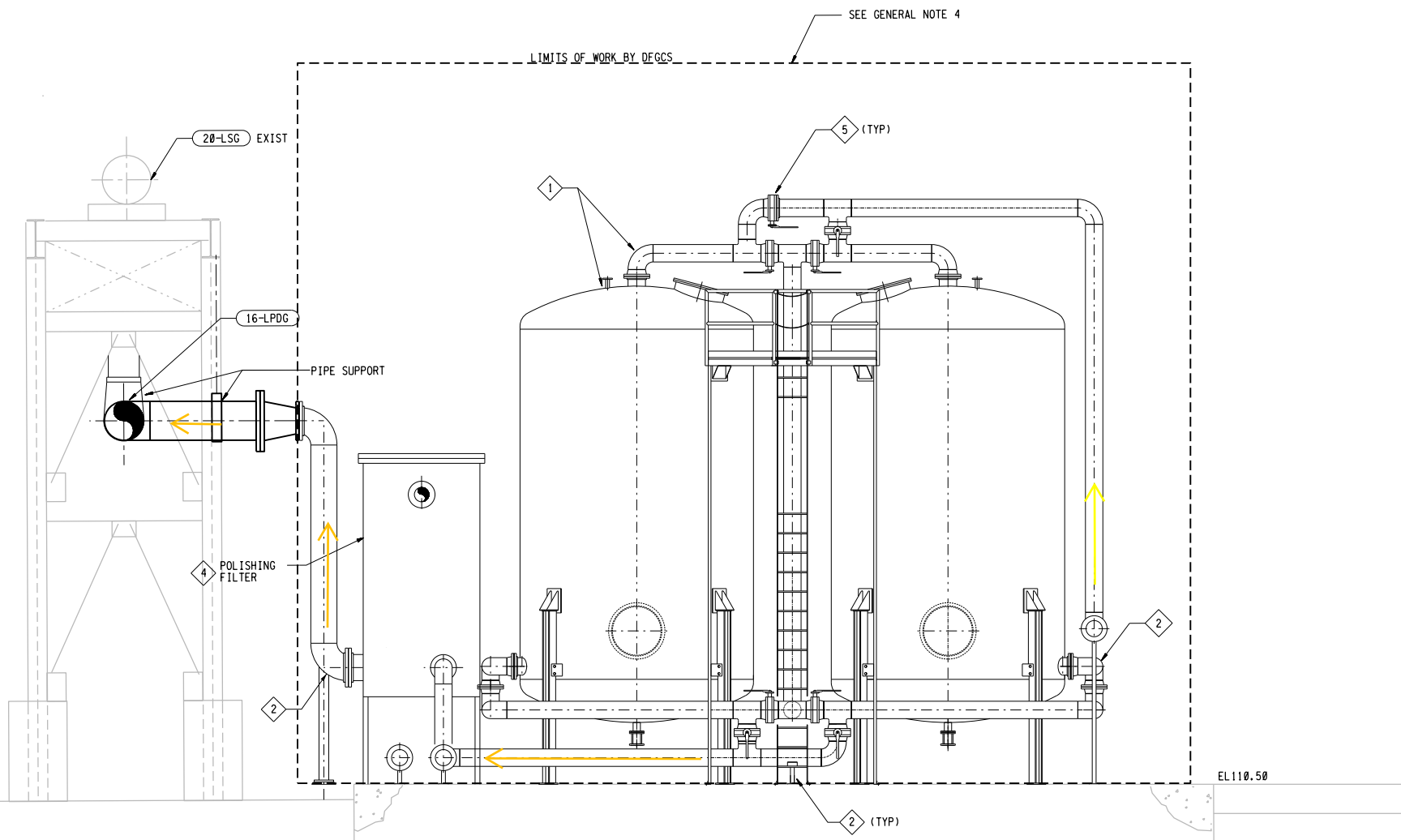
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REF 3: 2

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SECTION B
3/8"=1'-0"
M-101



SECTION C
3/8"=1'-0"
M-101

- GENERAL NOTES
- FOR YARD PIPING CONTINUATION SEE CIVIL DRAWINGS
 - PIPING SHOWN ARE APPROX LOCATIONS ONLY. CONTRACTOR SHALL MODIFY PIPING AS REQUIRED TO SUIT EQUIPMENT PROVIDED.
 - PROVIDE CHAIN OPERATORS PER FOR ALL BUTTERFLY VALVES PER DETAIL LOCATED HIGHER THAN 5'-6" ABOVE FINISHED FLOOR.
 - GAS CONDITIONING SYSTEM SUPPLIER (DGCS) SHALL PROVIDE ALL EQUIPMENT INCLUDING ALL INTERCONNECTING PIPING, VALVES, PIPE SUPPORTS, INTERCONNECTING WIRING/CONDUITS AND ALL ASSOCIATED EQUIPMENT. SUBMIT SUPPORTS DESIGN AND CALCULATIONS FOR REVIEW.

TM256
TYP

- KEY NOTES
- SILOZANE TANK UNITS PIPING ARRANGEMENT SHALL BE PER GAS CONDITIONING SYSTEM SUPPLIER.
 - PIPE SUPPORT TO BE PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER.
 - FOR ADDITIONAL PIPE SUPPORT, SEE STRUCTURAL DRAWINGS.
 - POLISHING FILTER TO BE PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER.
 - ALL ISOLATION VALVES ARE MINIMUM REQUIREMENTS. SYSTEM SUPPLIER SHALL PROVIDE ADDITIONAL INFO AS REQUIRED.

carollo

NO.	DATE	REVISION	BY	REC.	APP.
22APR2013	IN SERVICE	RECORD DRAWING	INSR	MAB	SD317A
03AUG2012					

SD317A - PGS RENEWABLE ENERGY EXPANSION			
DESIGN BY:	DT/NT	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA MAIN WASTEWATER TREATMENT PLANT POWER GENERATION STATION 2 MECHANICAL GAS CONDITIONING UNITS SECTIONS AND DETAILS 1	
DRAWN BY:	JCI/MJG		
DESIGN CHECKED BY:	DAN CROSBY		
PROJECT MANAGER	TOM MOSSINGER		
APPROVED:	SARWAN WASON		
PRINCIPAL IN CHARGE		SCALE 3/8"=1'-0"	
PROJECT MANAGER	JOHN A KYSER		
RECOMMENDED:			
SR. ENGINEER	JOSEPH L. WONG	DATE	JAN2009
R.P.E. No. M30703		W28.40-M-201	1
		DRAWING NUMBER	REV.

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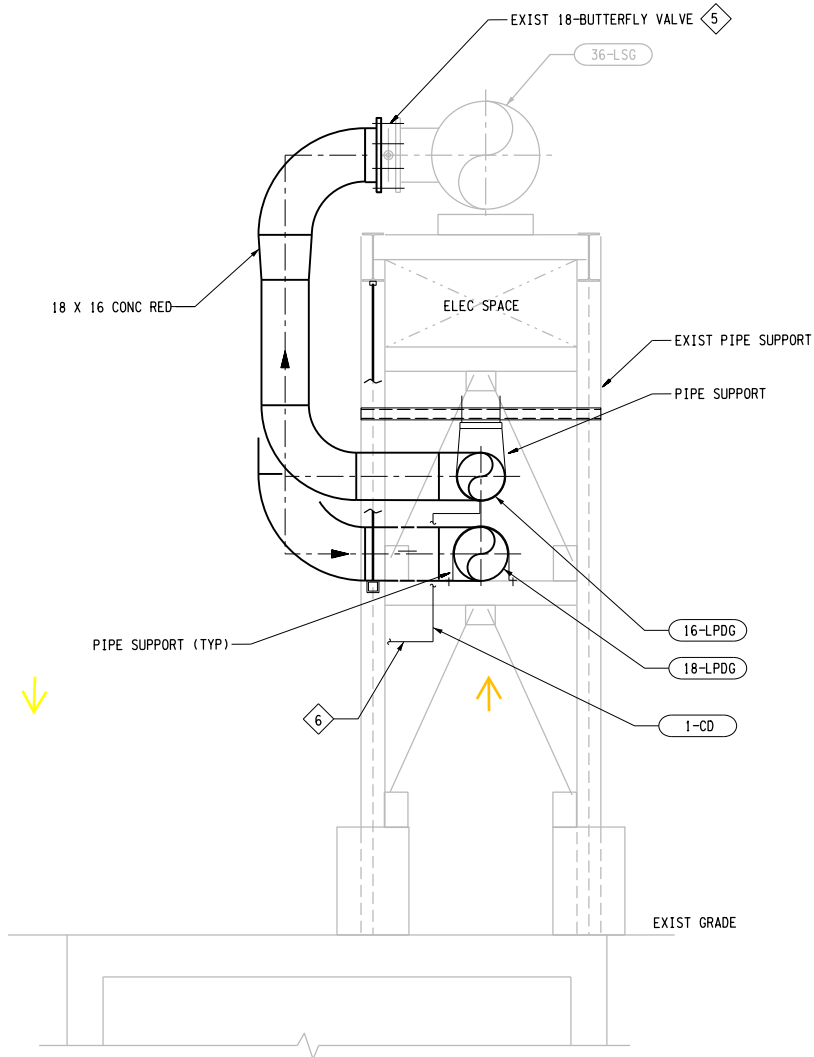
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GENERAL NOTES

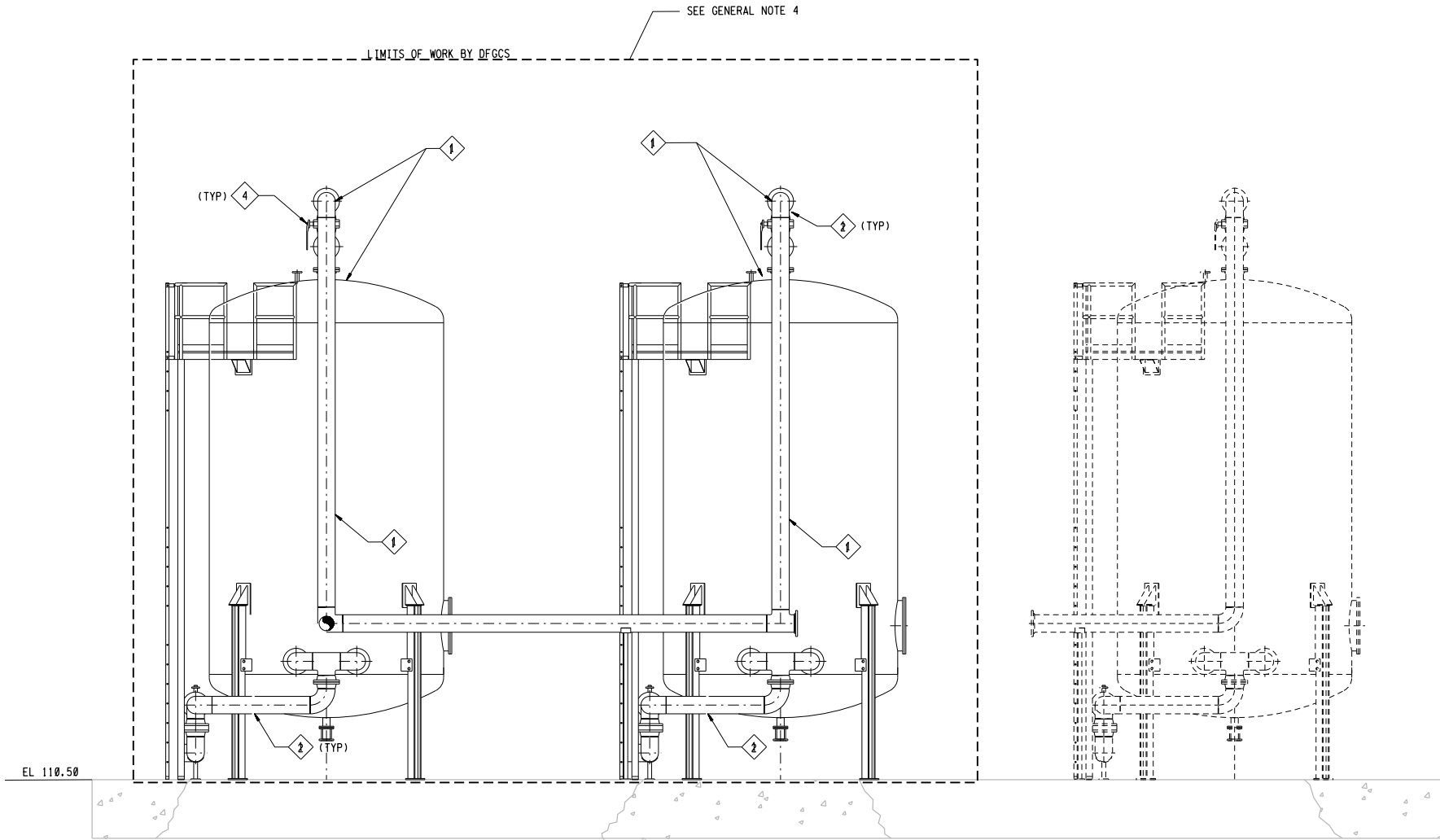
- FOR YARD PIPING CONTINUATION SEE CIVIL DRAWINGS
- PIPING SHOWN ARE APPROX LOCATIONS ONLY. CONTRACTOR SHALL MODIFY PIPING AS REQUIRED TO SUIT EQUIPMENT PROVIDED.
- PROVIDE CHAIN OPERATORS PER FOR ALL BUTTERFLY VALVES PER DETAIL (TM256) TYP LOCATED HIGHER THAN 5'-6" ABOVE FINISHED FLOOR.
- GAS CONDITIONING SYSTEM SUPPLIER (DGFCs) SHALL PROVIDE ALL EQUIPMENT INCLUDING ALL INTERCONNECTING PIPING, VALVES, PIPE SUPPORTS, INTERCONNECTING WIRING/CONDUITS AND ALL ASSOCIATED EQUIPMENT. SUBMIT SUPPORTS DESIGN AND CALCULATIONS FOR REVIEW.

KEY NOTES

- SILOXANE TANK UNITS PIPING ARRANGEMENT SHALL BE PER GAS CONDITIONING SYSTEM SUPPLIER.
- PIPE SUPPORT TO BE PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER.
- FOR ADDITIONAL PIPE SUPPORT, SEE STRUCTURAL DRAWINGS
- ALL ISOLATION VALVES ARE MINIMUM REQUIREMENTS. SYSTEM SUPPLIER SHALL PROVIDE ADDITIONAL INFO AS REQUIRED.
- EXIST 18" BUTTERFLY VALVE. REMOVE EXISTING BLIND FLANGE AND CONNECT TO NEW 18" LPDG
- CONNECT 1-CD TO EXISTING CONDENSATE DRAIN BOX INLET.



SECTION D
3/8"=1'-0"



SECTION E
3/8"=1'-0"

carollo

NO.	DATE	REVISION	BY	REC.	APP.
22APR2013	IN SERVICE	RECORD DRAWING	INSR	MAB	SD317A
03AUG2012					

SD317A - PGS RENEWABLE ENERGY EXPANSION			
DESIGN BY:	DT/NT	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA	
DRAWN BY:	JCI/MJG		
DESIGN CHECKED BY:	R.P.E. No. M21977 DAN CROSBY	MAIN WASTEWATER TREATMENT PLANT POWER GENERATION STATION 2 MECHANICAL GAS CONDITIONING UNITS SECTIONS AND DETAILS 2	
PROJECT MANAGER	R.P.E.No. M26798 TOM MOSSINGER		
APPROVED:		SCALE 3/8"=1'-0"	
PRINCIPAL IN CHARGE	SARWAN WASON		
R.P.E. No. M18392		W28.40-M-202	
PROJECT MANAGER	R.P.E. No. C61336 JOHN A KYSER		
RECOMMENDED:		DATE JAN2009	
SR. ENGINEER	JOSEPH L. WONG		
R.P.E. No. M30703		DRAWING NUMBER	

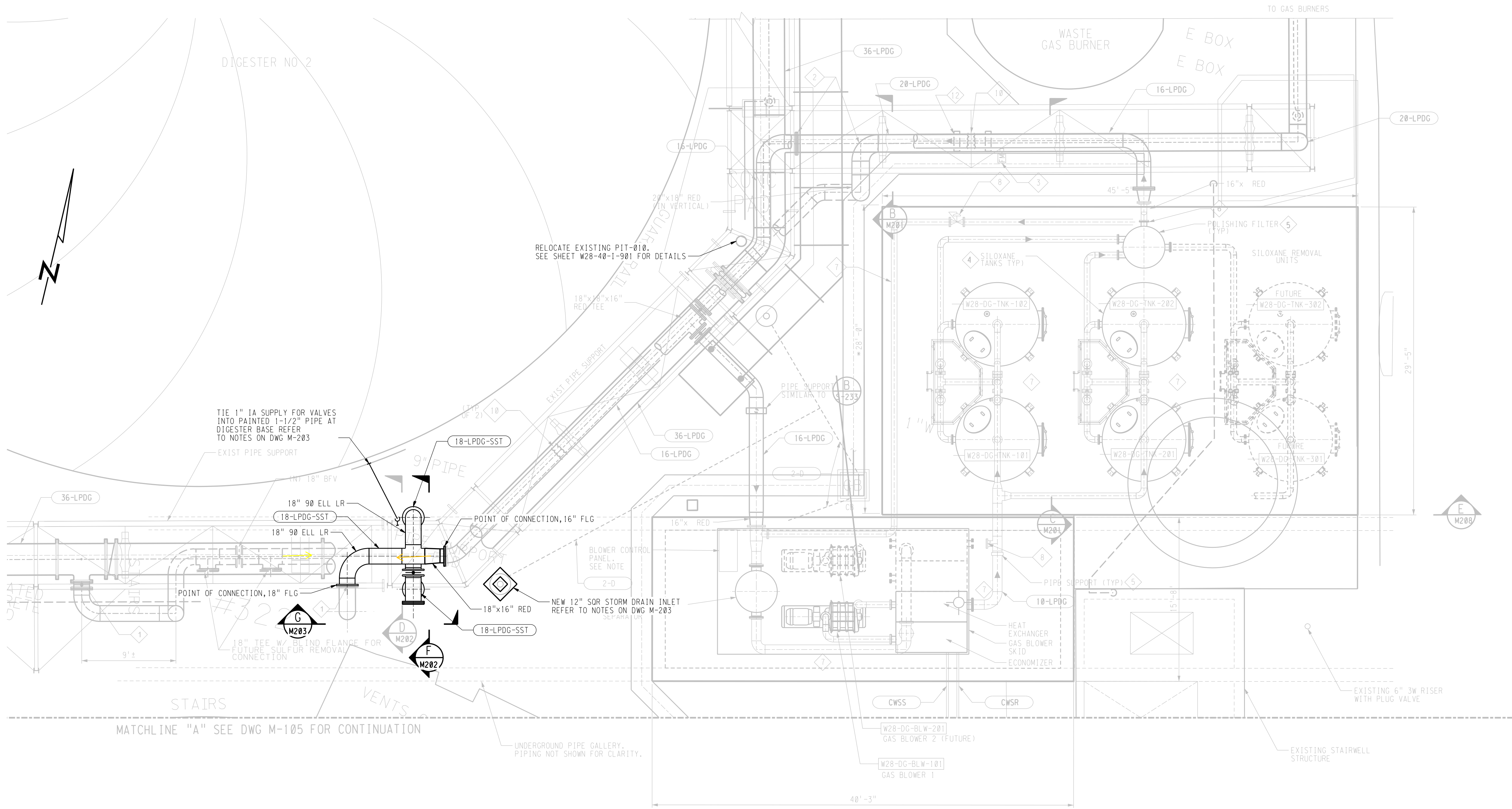


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PLAN

SCALE: 3/16"=1'-0"

KEY MAP

3" ON ORIGINAL DOCUMENT
0 1 2 3



Black & Veatch Corporation
Walnut Creek, California

NO.	DATE	REVISION	BY	REC.	APP.
2	JAN2022	SD413			
1	22APR2013	IN SERVICE 03AUG2012 RECORD DRAWING INSP. MAB SD317A			

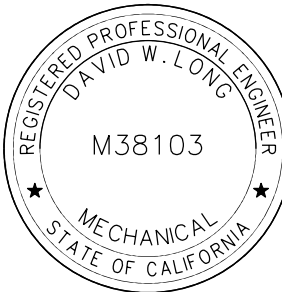
SD413 - PGS RELIABILITY IMPROVEMENTS PROJECT PHASE 3					
CONSULTANT	DESIGN BY:	T. HAYES	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA		
	DRAWN BY:	M. ROBINSON			
	DESIGN CHECKED BY:	DAVID LONG	MAIN WASTEWATER TREATMENT PLANT GAS CONDITIONING SYSTEM MECHANICAL		
	PROJECT MANAGER	JENNIFER ENSON			
	APPROVED:		GAS CONDITIONING PLAN 1		
	PRINCIPAL IN CHARGE	CRAIG LICHTY			
RECOMMENDED:	PROJECT MANAGER	GARY LIN/ROYA YAZDANI	SHEET NO. 44		
	SR. ENGINEER	GARIN WARREN	SCALE 3/16"=1'-0"		
R.P.E. No. C65259			DATE	JAN 2022	W28.40-M-101 DRAWING NUMBER
					2 REV.

GENERAL NOTES

- FOR ELECTRICAL, SEE ELECTRICAL DRAWINGS
- FOR YARD PIPING CONTINUATION SEE CIVIL DRAWINGS
- EQUIPMENT DRAINS AS SHOWN ARE APPROX LOCATIONS ONLY.
- CONTRACTOR SHALL MODIFY LOCATIONS OF PIPING AS REQUIRED TO SUIT EQUIPMENT PROVIDED.
- PROVIDE CHAIN OPERATORS PER  FOR ALL VALVES LOCATED HIGHER THAN 5'-6" ABOVE FINISHED FLOOR.
- SEE PIPE SPEC FOR EXPANSION AND SUPPORTS
- * DENOTES THE LIMITS OF WORK PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER.

KEY NOTES

- EXIST 18" BUTTERFLY VALVE, REMOVE EXIST 18" BF AND CONNECT NEW 18" LPDG
- CUT EXIST 20" LPDG AND INSTALL 20" 90° ELBOW CONNECT TO EXISTING 20" LPDG. INSTALL A 20" BF ON EXISTING 36"x20" TEE.
- PRESSURE, FLOW, TEMPERATURE TRANSMITTER PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER. EXACT LOCATION TO BE DETERMINED BY SYSTEM SUPPLIER.
- SILOXANE TANKS, PIPING AND SUPPORTS ARRANGEMENT SHALL BE PER GAS CONDITIONING SYSTEM SUPPLIER.
- SUPPLIED BY GAS CONDITIONING SYSTEM SUPPLIER.
- GAS CONDITIONING OUTLET FLANGE.
- PIPING ARRANGEMENT SHOWN AND SIZES ARE APPROXIMATE. FINAL PIPING ARRANGEMENT PER GAS CONDITIONING SYSTEM SUPPLIER.
- PRESSURE REGULATING VALVE PROVIDED BY GAS CONDITIONING SYSTEM SUPPLIER; SEE SPEC. PIPE/VALVE SIZE TO BE DETERMINED BY SYSTEM SUPPLIER.
- NOT USED
- BELLOWS SST EXPANSION JOINTS.
- TEE WITH BLIND FLANGE FOR FUTURE CONNECTION.
- PIPE GUIDES SUPPORTED FROM EXISTING PIPE RACK.



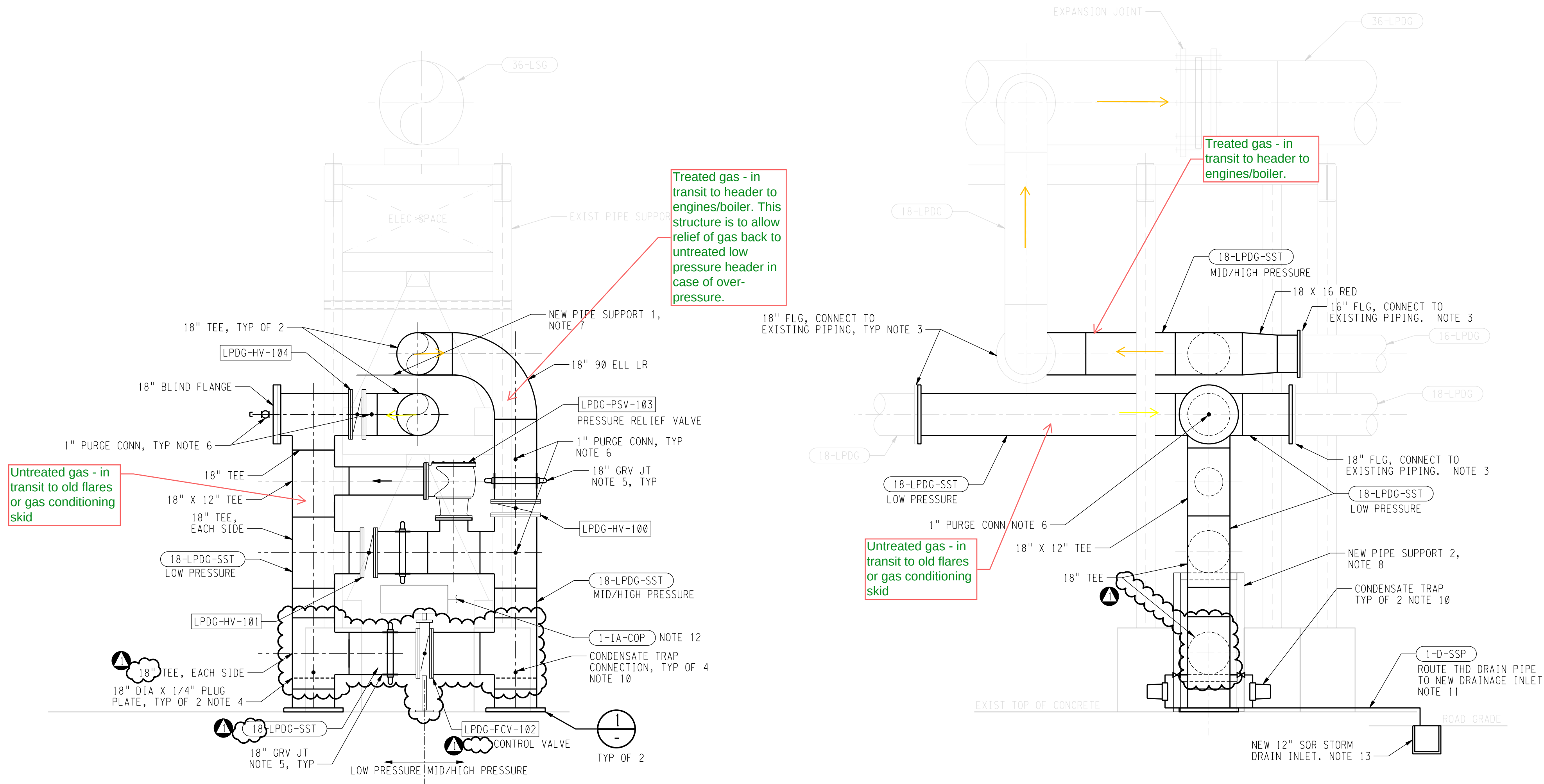
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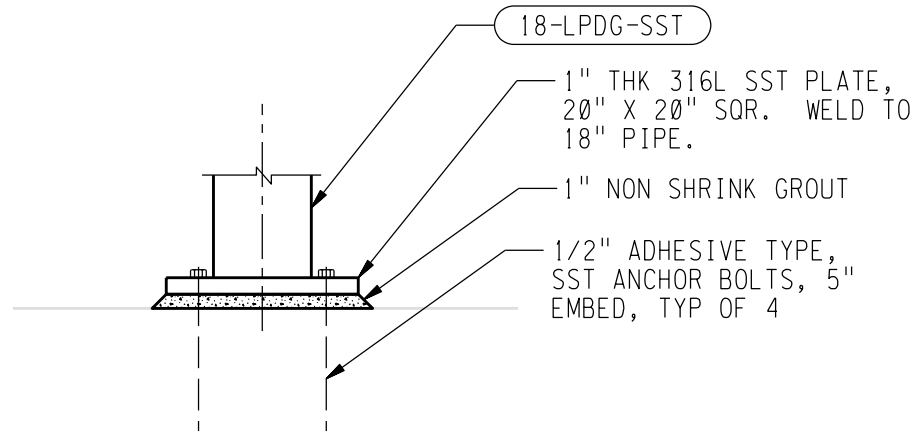


GAS CONTROL VALVES - PRESSURE ZONE INTERCONNECTION

SECTION F
3/8"=1'-0"

SECTION G
3/8"=1'-0"

DETAIL 1
NOT TO SCALE



NOTES

- NOTES APPLY TO SECTIONS F AND G THIS SHEET.
- REFER TO SECTION 01 35 13 FOR CONSTRAINTS WHEN REMOVING EXISTING BIOGAS PIPING AND UTILITIES FROM SERVICE TO INSTALL NEW WORK.
- CONTRACTOR SHALL FIELD VERIFY LENGTHS AND ELEVATIONS REQUIRED FOR LAYOUT OF NEW VALVES AND PIPING; NEW WORK SHALL BEGIN AT EXISTING FLANGES AS SHOWN.
- WELD 18 INCH DIAMETER PLUG PLATES ON THE INSIDE OF PIPING TO FORM CONDENSATE WELL
- GROOVED JOINT COUPLINGS - INSTALL WHERE SHOWN TO ALLOW REMOVAL OF ADJACENT VALVES; COUPLINGS SHALL BE FUSION BONDED EPOXY COATED INSIDE AND OUTSIDE.
- CONNECTIONS FOR PIPE PURGING:
A. INSTALL CONNECTIONS WHERE SHOWN.
B. CONNECTIONS SHALL INCLUDE: 1 INCH THREADED PIPING, 1 INCH THREAD-O-LET, 1 INCH BALL VALVE, AND 1 INCH CAP.
C. ALL MATERIALS SHALL BE SST.
- PIPE SUPPORT 1:
A. CONTRACTOR LAYOUT AND DESIGN.
B. REMOVE EXISTING SUPPORT AT WELDED CONNECTIONS.
C. FABRICATE NEW 4 INCH X 4 INCH X 3/8 INCH ANGLE; HOT-DIP GALVANIZE AFTER FABRICATION.
D. WELD EACH SIDE TO EXISTING PIPE SUPPORT.
E. PROVIDE 18 INCH U-BOLT STRAP, SIMILAR TO EXISTING.
F. ISOLATE GALVANIZED SUPPORT FROM SST PIPE.
- PIPE SUPPORT 2 - BOTTOM TIER AND MID-TIER PIPING SUPPORT:
A. CONTRACTOR LAYOUT AND DESIGN.
B. FABRICATE FROM 3 INCH SQUARE TUBING, SST, WELDED.
C. PROVIDE BASEPLATES, W/4 EA. X 1/4 INCH ANCHORS AT EACH BASE PLATE.
- GALVANIZING REPAIR: ANY SURFACES OF EXISTING STRUCTURAL STEEL SUPPORT DAMAGED DURING INSTALLATION OF NEW WORK SHALL BE REPAIRED WITH HOT-STICK REPAIR GALVANIZING.
- CONDENSATE DRAIN TRAP CONNECTION AND TRAP INSTALLATION:
A. INSTALL FOUR CONDENSATE TRAP CONNECTIONS.
B. INSTALL THREE CONDENSATE TRAPS - TWO ON THE LOW-PRESSURE SIDE AND ONE ON THE MID/HIGH PRESSURE SIDE.
C. EACH CONNECTION SHALL INCLUDE: 1 INCH THREAD-O-LET; 1 INCH BALL VALVE; 1 INCH THREADED PIPING; LOCATE FLOW LINE WITH PLUG PLATES. PROVIDE CAP ON CONNECTION NOT USED.
- CONDENSATE TRAP DRAIN LINE - ROUTE AND SLOPE PIPING TO NEW DRAIN INLET; USE 1 INCH SST THREADED PIPE AND FITTINGS; SUPPORT W/SST UNISTRUT AND ANCHORS.
- INSTRUMENT AIR SERVICE:
A. TIE IN TO EXISTING 1-1/2 INCH COPPER AIR PIPING AT BASE OF DIGESTER 2.
B. INSTALL APPROXIMATELY 60-FT OF PAINTED COPPER PIPING AND FITTINGS; ROUTE OVERHEAD - 11-FT CLEAR OF PAVEMENT - ONTO PIPE SUPPORT AND THEN DOWN TO VALVE.
C. FURNISH THREE ISOLATION BALL VALVES.
D. INSTALL TWO EACH PRESSURE GAUGES.
E. SUPPORT WITH SST STRUT, ANCHORS, AND MOUNTING HARDWARE; ISOLATE COPPER FROM OTHER METALS.
F. AIR PIPING SHALL BE SOFT ANNEALED COPPER PIPING, ASTM B88, TYPE K WITH FLARED FITTINGS CONFORMING TO ASME B16.26.
- NEW STORM DRAIN INLET OVER EXISTING 4 INCH DRAIN PIPE:
A. DRAINAGE INLET SHALL BE REINFORCED CONCRETE, MODEL SD1212, BY OLDCASTLE, OR EQUAL.
B. GRATING SHALL BE HEAVY-DUTY, HOT DIP GALVANIZED.
C. SET CONCRETE BOX SO THAT NEW GRATING IS 1/2 INCH BELOW ADJACENT AC PAVEMENT.
D. MODIFY EXISTING 4 INCH DRAIN PIPING; SET INVERT OF BOX TO MATCH PIPE INVERT.
E. SAWCUT AND REPAIR AC PAVEMENT.
F. ALIGN CONDENSATE TRAP DRAIN PIPING TO DISCHARGE OVER INLET GRATING.



Black & Veatch Corporation
Walnut Creek, California

3" ON ORIGINAL DOCUMENT
0 1 2 3

NO.	DATE	REVISION	BY	REC.	APP.
1	MAR2022	ADDENDUM NO. 1 PER SD413	TH	JE	DL

SD413 - PGS RELIABILITY IMPROVEMENTS PROJECT PHASE 3					
CONSULTANT	DESIGN BY:	T. HAYES	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA		
	DRAWN BY:	M. ROBINSON			
	DESIGN CHECKED BY:	DAVID LONG	MAIN WASTEWATER TREATMENT PLANT GAS CONDITIONING SYSTEM MECHANICAL		
	PROJECT MANAGER	JENNIFER ENSON			
	APPROVED:	CRAIG LICHTY	GAS CONDITIONING UNITS SECTIONS AND DETAILS		
ENGINEER	PRINCIPAL IN CHARGE	CRAIG LICHTY			
	PROJECT MANAGER	GARY LIN/ROYA YAZDANI	SHEET NO. 45		
RECOMMENDED:	S.R. ENGINEER	GARIN WARREN	SCALE AS SHOWN		
	R.P.E. No. C65259	GARIN WARREN	DATE JAN 2022		
W28.40-M-203			1		
DRAWING NUMBER			REV.		



Site Constraints/Upcoming Projects:

Dewatering Building – Likely construction in 2029.



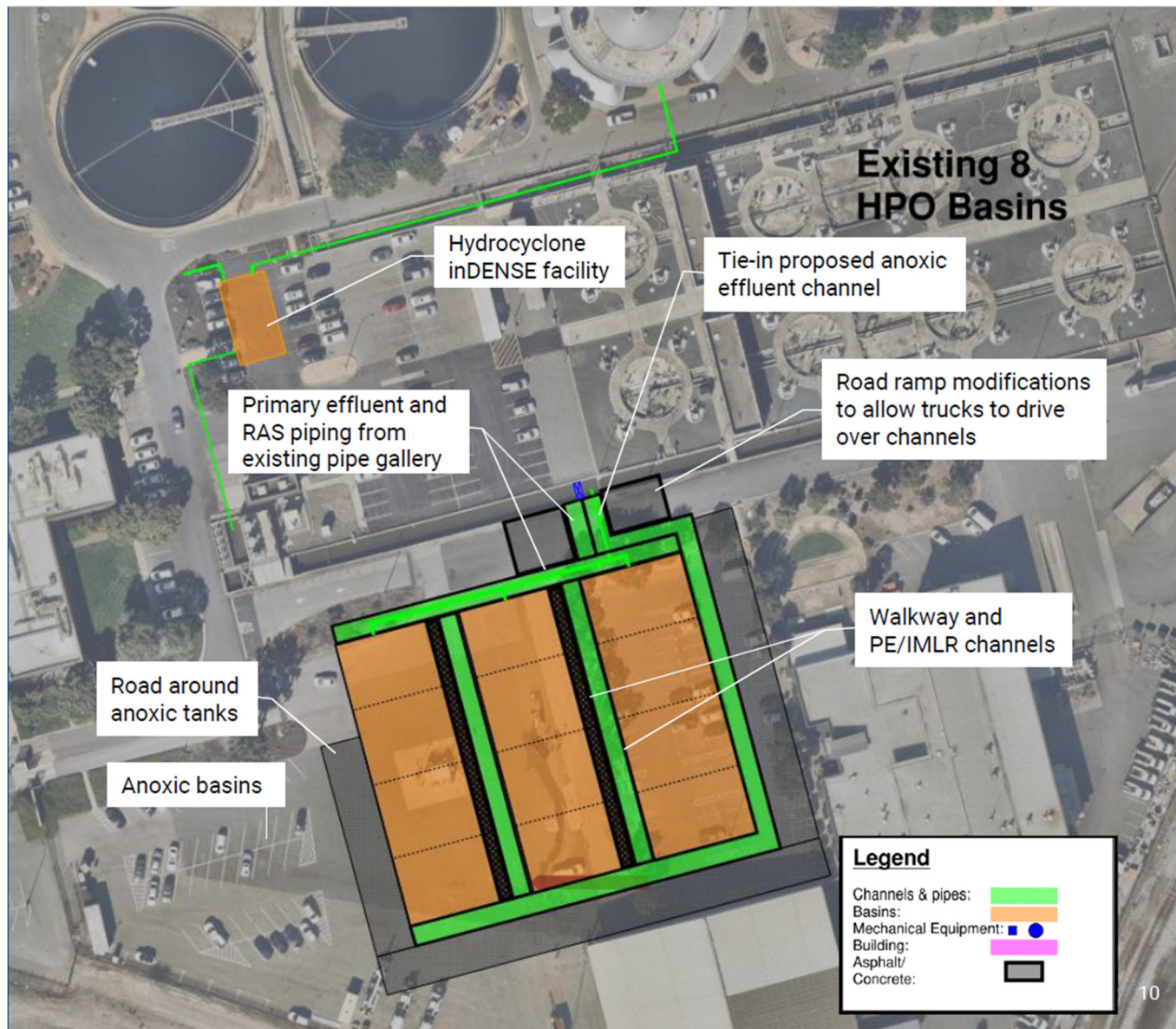
Figure 1-1. EBMUD MWWTP site plan and facilities impacted by Project

Nutrients Regulation Upgrades

Option 1



Option 2

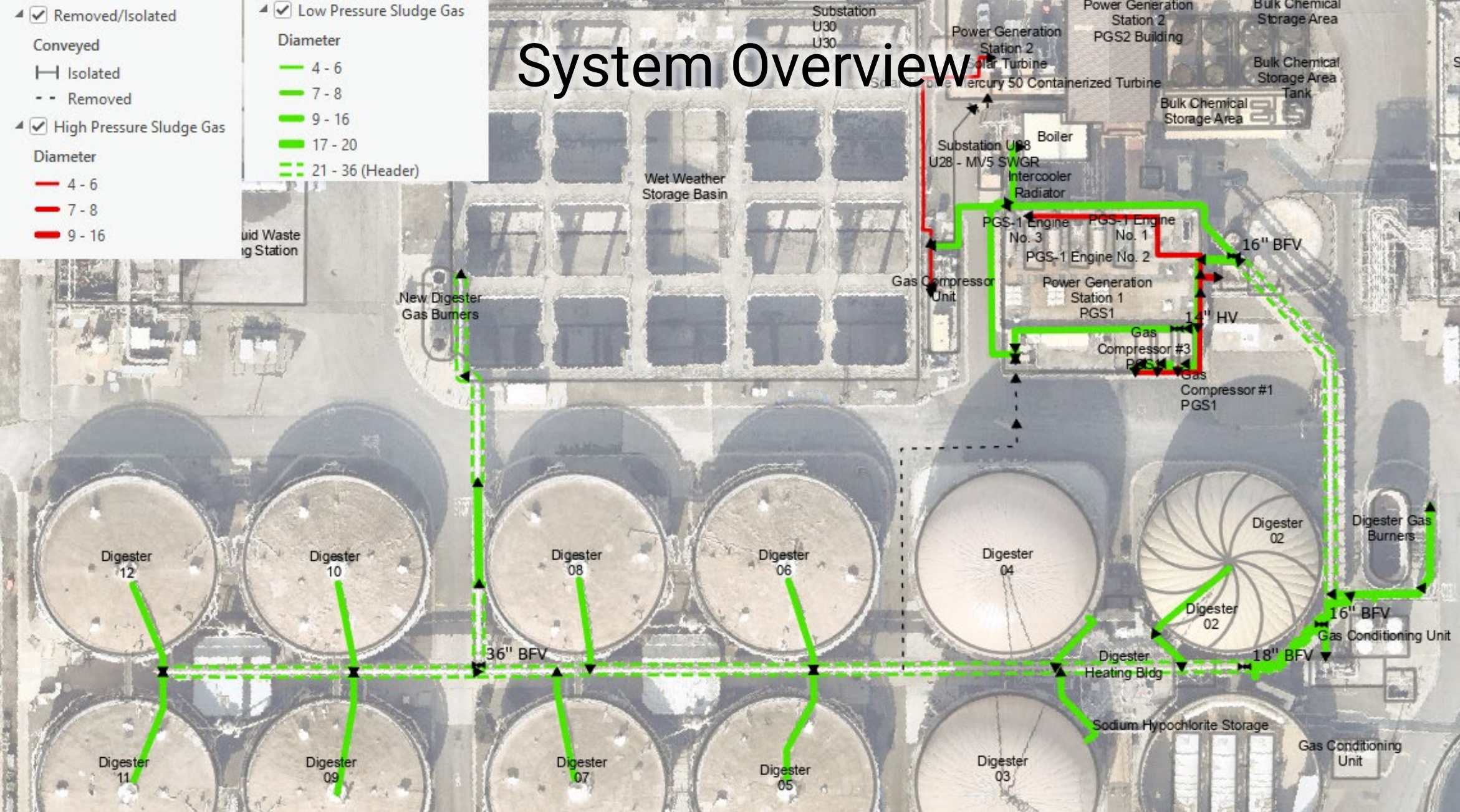




PGS Upcoming RFP – Reference Slides

Simon Kobayashi, Associate Engineer

System Overview



Electrical System Overview



MWWTP ⚡ Generation – PGS

System	Assets	Elec Capacity-MW (Gas-scfm)	Effective Capacity-MW	Install Year	Age
PGS-1	3 Enterprise Engines	2.15 MW (633 scfm) each	1.95 MW each	1986	40
PGS-2	1 Mercury 50 Turbine	4.2 MW (1,260 scfm)	3.4 MW	2011	15
GCS	Chiller, heat exchanger, blower, 4 carbon tanks	(<<2840 scfm treated)		2009	17
Storage	2 Dystor Dual Membrane Covers	307,000 SCF each (~15.5 hrs of one eng)		2025	1

Peak Generation Capacity (GCS-Limited) - ~7.3 MW (accounts for parasitic loads)

MWWTP ⚡ PGS Status and Future

- Existing System cobbled together over a number of projects
- Conditions have changed and some equipment/infrastructure is nearing end of life
- Flaring capacity/reliability is a weakness
- Future air regulations may force a change
- What do we need to do? When do we need to do it? Does it make economic sense? What are the risk/resiliency impacts?

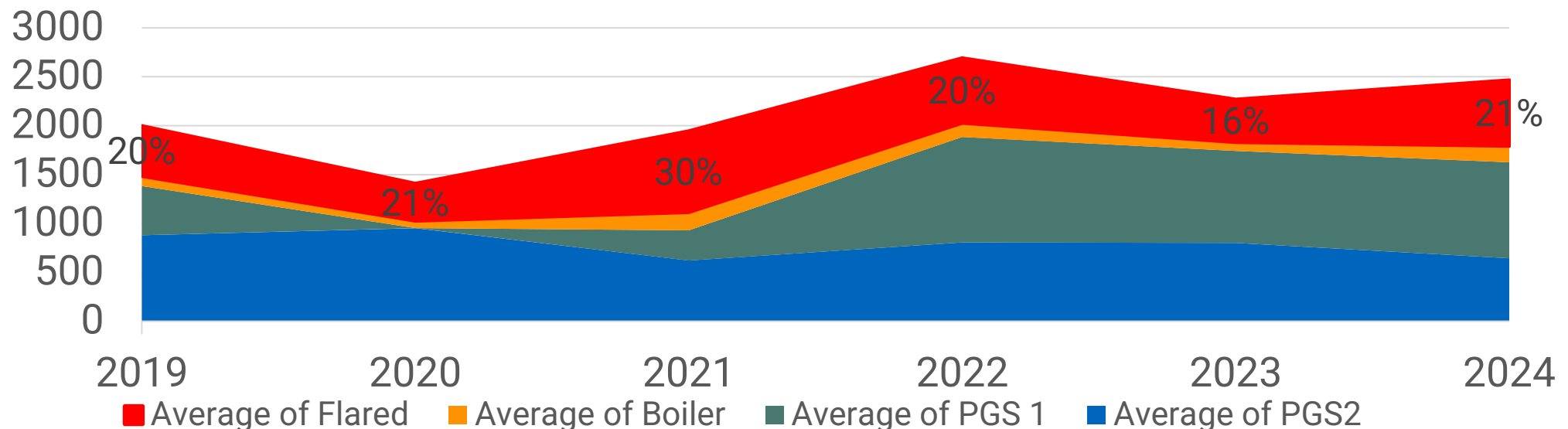
MWWTP ⚡ PGS Master Plan Tentative Scope

- Technology Evaluation
- Prediction/Expectation on Air Regulations and Impacts to PGS
- Evaluation of Existing Infrastructure – Capacity Constraints
- Alternatives Analysis over 30 year time horizon
- Recommended Capital Improvement Recommendations
- Operational Advice/Investigations to improve operations.

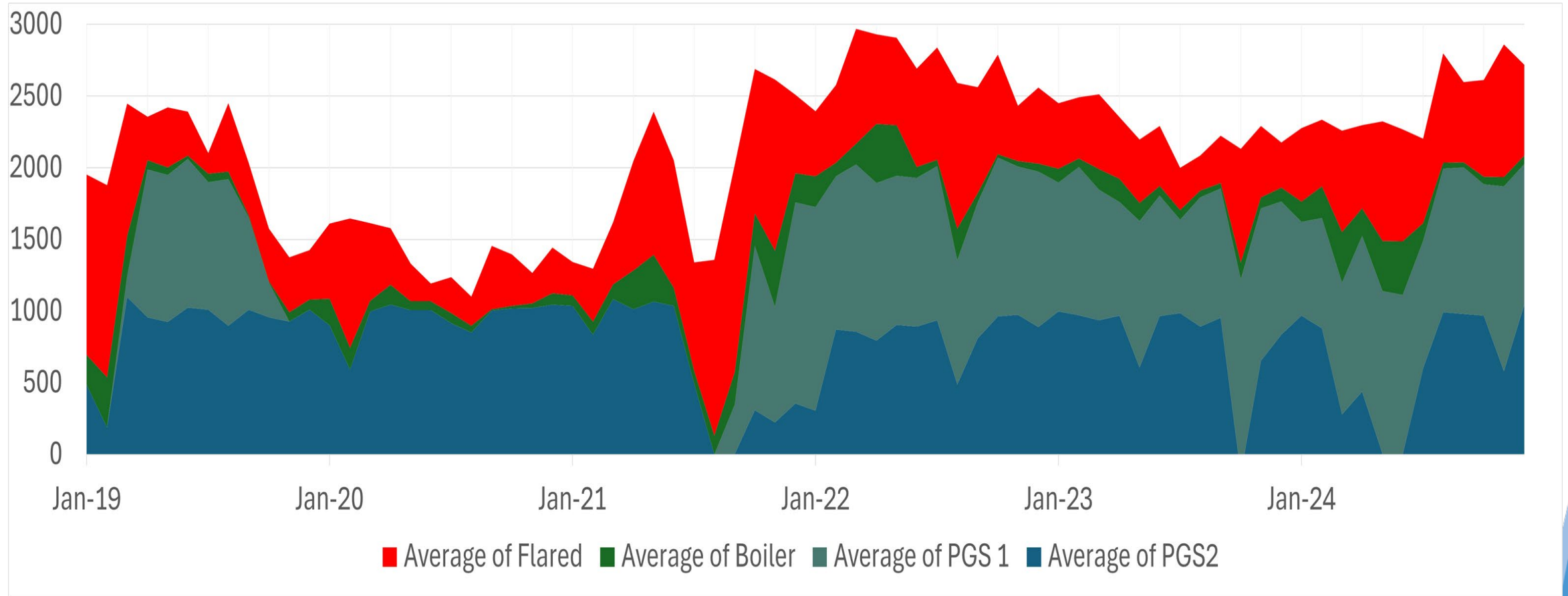
Flaring

Reference Data

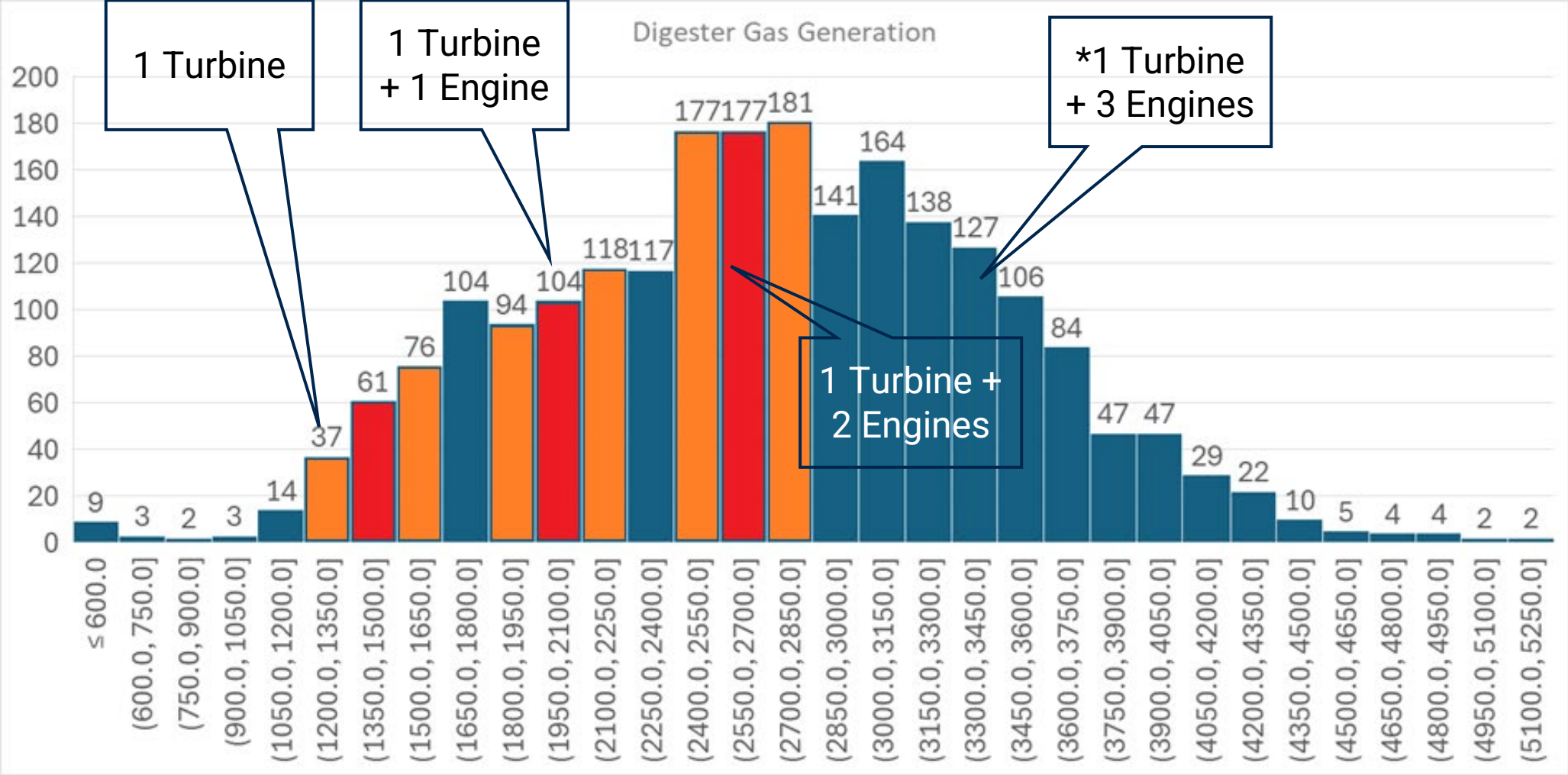
- 18% biogas flared during recent normal operations (when all generators were available)
- ~27% biogas flared over last 5 years across all operating modes



Biogas Generation



Biogas Generation (Oct-Dec 2025)



MWWTP ⚡ Generation, Demand, Export

Range	Units	Demand	Export	On-site Generation Use	Import
2023	kw	5,003	1,569	4,018	984
	MWH/year	43,823	13,743	35,200	8,623
2024	kw	5,035	1,404	3,034	2,001
	MWH/year	44,107	12,299	26,578	17,529

MWWTP ⚡ Unit Costs

Power Economics	On-site Offset, Base Demand	On-site Offset	Export (avg 2021-2024)
Unit Costs	\$125/MWH	\$105/MWH	\$57/MWH

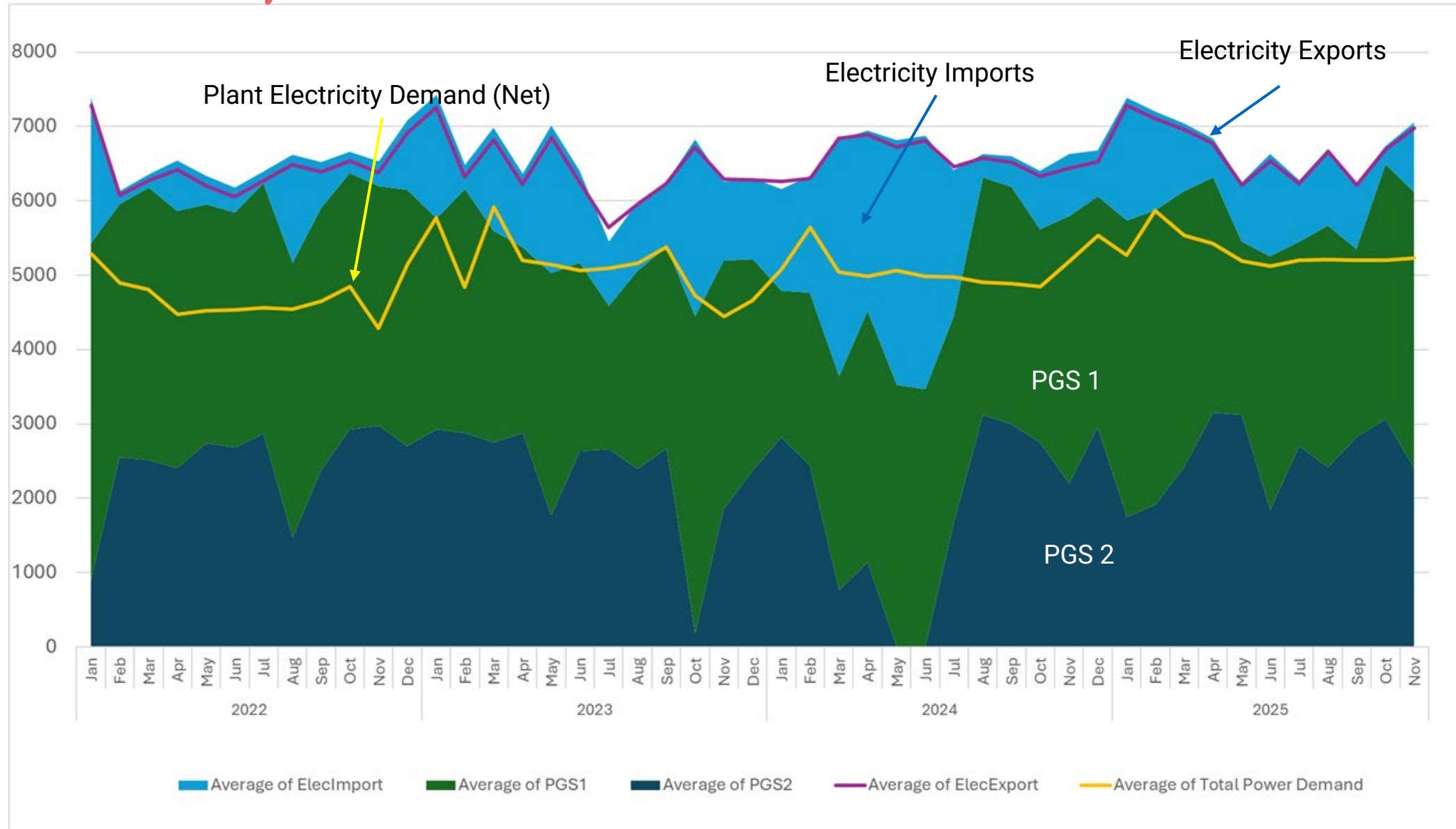
MWWTP ⚡ Generation – PGS

Frequently importing and exporting simultaneously (56% of the time)

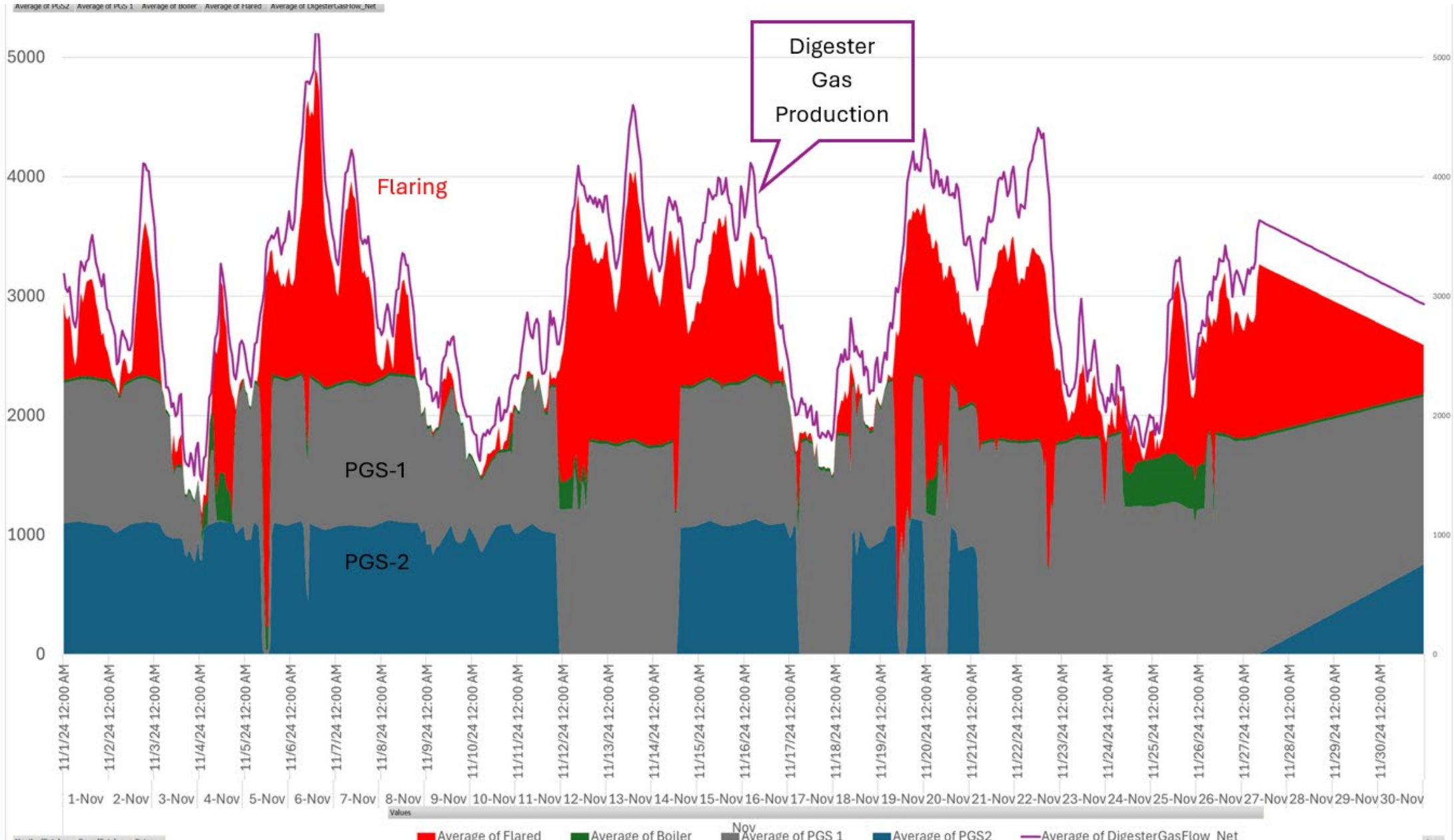
For December 2021 – November 2025

	Import	Export	Avoidable Import
Average	1,300 kw	1,600 kw	1,115 kw
Difference in cost ~\$45/MWH	~\$1.6 million avoidable cost		

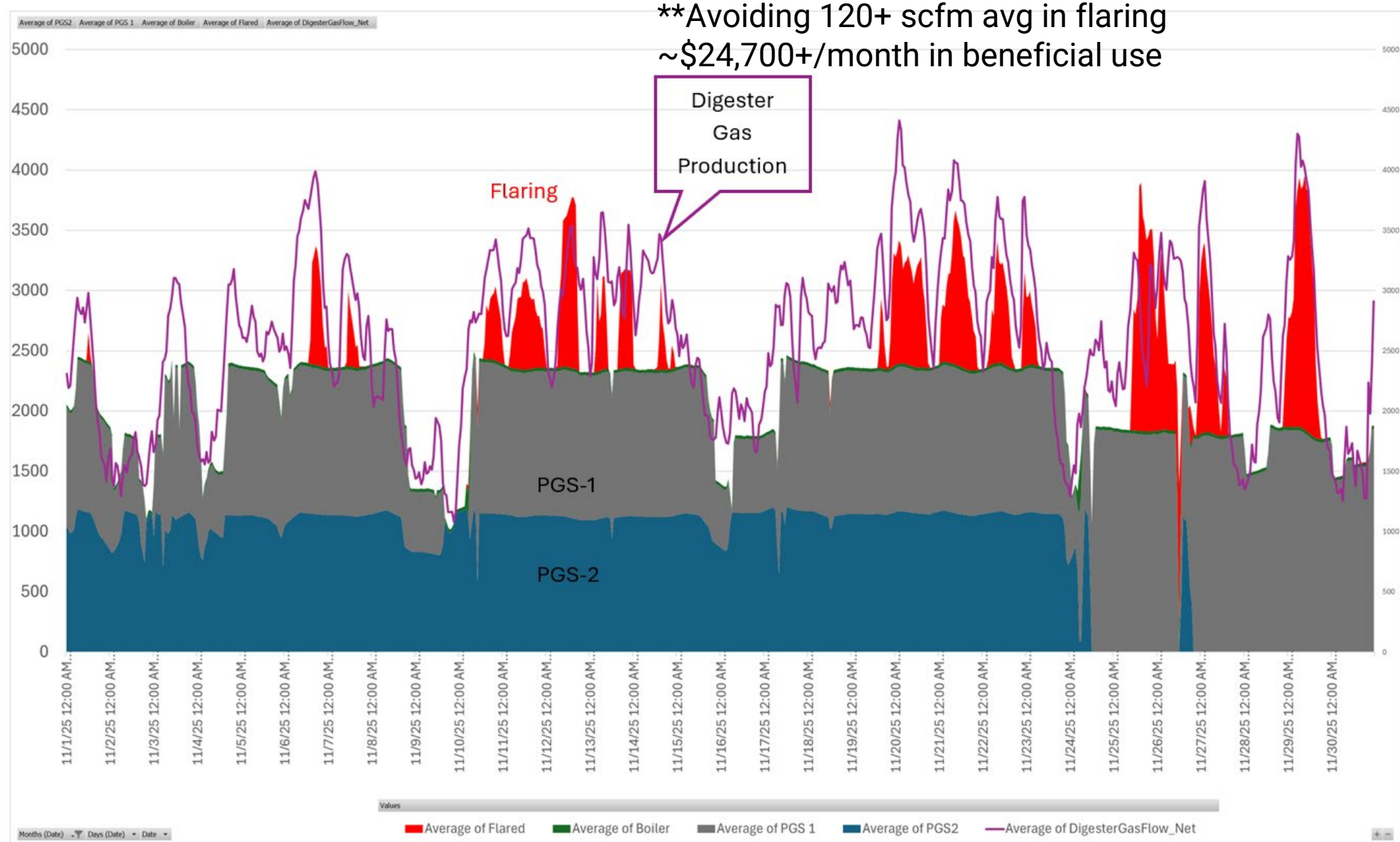
MWWTP ⚡ Generation – PGS



PGS – Gas Generation vs Consumption (11/24)



PGS – Gas Generation vs Consumption (11/25)



MWWTP ⚡ Demand – BNR

BNR Operations have increased energy demand

- BNR project and additional improvements likely to increase energy demand*
- New dewatering building may impact energy demands*

	Dry-Weather	Future Dry-Weather*	Existing Generation	Existing Demand Offset	Wet Weather
Average	5.22 MW	TBD	5.4 MW	3.9 MW	6 MW
Peak	6.2 MW	TBD	7.5 MW		9 MW

*Range of demand estimates varies from 4 MW to 7.5 MW average of added load and ~0.2 MW reduction with new Dewatering Building. Actual demand expected to be much lower. Future wet weather electricity demands are expected to be higher as well, with potentially a smaller increase in baseloads.

Exhibit G1

For reference reports – see links under Exhibit G1