

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) for Bay Area Regional Water Market Program

Contact Person: **Alice Towey, Senior Civil Engineer**
Phone Number: **(510) 287-1105**
E-mail Address: alice.towey@ebmud.com

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

RESPONSE DUE

by

4:00 p.m.

on

May 24, 2019

at

**EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607
Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Bay Area Regional Water Market Program

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES / REPORTS

II. CALENDAR OF EVENTS

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

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

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

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

ATTACHMENTS

EXHIBIT A - RFP RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C – EXAMPLE STANDARD CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D – WORK PLAN FROM GRANT AGREEMENT

I. STATEMENT OF WORK

A. SCOPE

This Request for Proposals (RFP) is to develop a Bay Area Regional Water Market (Exchange/Transfer) Program for the Bay Area Regional Reliability (BARR) Partnership. Working on behalf of the BARR partners, EBMUD has obtained grant funding from the U.S. Bureau of Reclamation (Reclamation) for the three-year project, which will help to improve water supply reliability by identifying and facilitating future transfers and exchanges. The selected team will work with the BARR partners to identify and evaluate a portfolio of transfers/exchanges that could benefit the region and develop a Strategy Report outlining future steps to facilitate these transfers/exchanges. One or more pilot(s) may be conducted as part of the program.

Following is background on the project and a detailed scope of work. For reference, the Work Plan that EBMUD submitted to Reclamation for the grant-funded project is included in Exhibit D.

Background

While drought is a recurring feature for California, the extreme and unprecedented drought over the past five years has redefined the driest period on record as punctuated by the two hottest years (2014 and 2015) and the lowest snowpack (2015) since record keeping began in 1895.

That drought inspired more integrated regional water management and drought mitigation, resulting in the Bay Area Regional Reliability (BARR) partnership among eight of the largest Bay Area water agencies—Alameda County Water District (ACWD), Bay Area Water Supply and Conservation Agency (BAWSCA), Contra Costa Water District (CCWD), East Bay Municipal Utility District (EBMUD), Marin Municipal Water District (MMWD), San Francisco Public Utilities Commission (SFPUC), Santa Clara Valley Water District (SCVWD), and Zone 7 Water Agency (Zone 7). Collectively, the BARR Partners serve more than 6 million people in 6 counties.

The BARR partnership was established to cooperatively address water supply reliability concerns and drought preparedness on a mutually beneficial and regionally focused basis. Reliability can be enhanced by ongoing demand management; a diverse portfolio of water supplies; and regionally connected and resilient conveyance, storage, and treatment facilities adaptable to future uncertainties, while also providing for aging infrastructure replacement. After each of the BARR Partners adopted principles in 2014 to guide the collaboration, the agencies executed a Memorandum of Agreement (MOA) in 2015. An amendment to the MOA, dated January 22, 2019, was executed to address the upcoming BARR work effort associated with the Regional Water Market Program.

As a first step, the agencies developed a regional Drought Contingency Plan (DCP), funded in part by a \$200,000 grant from Reclamation. Completed in 2017, the BARR DCP differed from planning efforts in the past, because it focused on the Bay Area as a region, as opposed to individual agencies and integrates all of the required elements into one document. The BARR DCP was also developed with input from the Drought Task Force, an advisory group of stakeholders who reviewed interim documents and provided comments. The final DCP document summarized Bay Area water supplies, demands, and vulnerabilities to drought to provide a comprehensive overview of regional water supply reliability. The DCP then recommended a suite of regional drought mitigation measures and response actions.

One of the drought mitigation measures identified in the DCP was the development of a Regional Water Market (Transfer/Exchange) Program that would improve regional water supply reliability by identifying and facilitating transfers and exchanges. EBMUD, acting on behalf of the BARR Partners, applied for additional grant funding from Reclamation under its “WaterSMART Water Marketing Strategy Grants for Fiscal Year 2017” program, part of the “SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009.”

Reclamation awarded \$400,000 towards development of a Water Market Strategy Report, a document that will serve as an implementation plan for developing future regional transfers and exchanges. Reclamation and EBMUD executed a Grant Agreement to implement the scope of work for the grant-funded project. Seven of the eight BARR Partners are participating in the Regional Water Market; MMWD elected not to participate in this project but remains part of the overall BARR partnership.

Task 1. Project Management

The consultant team shall perform general project management and administrative tasks to deliver the project on time and on budget. These include regular coordination with EBMUD and the BARR partners, tracking and managing the schedule and budget, and preparing invoices and project reports. This task also includes providing information as needed (e.g., invoices, status updates, etc.) to support EBMUD’s grant reporting requirements.

Task 2. Communications and Outreach

The grant from Reclamation requires EBMUD and the project team to provide opportunities for stakeholder and public input on development of the Regional Water Market Program. While developing the DCP, the BARR partners convened a Drought Task Force representing 25 different stakeholder groups to provide input and feedback. In order to build on this existing and successful stakeholder process the original Drought Task Force will be invited to participate as stakeholders in the Regional Water Market Program. Additional stakeholders may also be identified and added to the group.

EBMUD developed a Communications and Outreach Plan as part of its Work Plan for Reclamation which includes two meetings with the Stakeholder group: a kickoff meeting to review the scope and preliminary portfolio, and a meeting to review the draft strategy report. The consultant would be expected to help prepare for and facilitate those meetings and capture any comments/discussion.

Task 3. Research and Portfolio Development

The Project Team will develop a portfolio of potential Bay Area transfers/exchanges and perform a legal, institutional, environmental, and water rights review. The transfers/exchanges will include opportunities to bring new sources of water into the Bay Area during droughts or other shortages as well as mechanisms for moving water between the BARR agencies.

The results of the portfolio development and screening and the findings from Task 3.2 will be documented in a Tech Memo.

Task 3.1 Develop Portfolio

The consultant team will develop a portfolio of possible transfers/exchanges. As a first step, the consultant team will conduct a survey of previous Bay Area water transfers and exchanges and identify transfer/exchange options that the BARR Partner agencies are interested in or have considered.

An initial list of potential transfers/exchanges will be developed based on the discussions with BARR agencies, research, and possibly outreach to potential sellers. The following general categories of transfers/exchanges may be included:

- **Voluntary Reallocation:** Movement of water supplies between agencies that do not require changes to the place of use, purpose of use, or point of diversion or re-diversion of the underlying water right. An example could include reallocating supplies between agencies that are CVP contractors.
- **Exchanges:** Hydrologic conditions allow an agency to provide water in exchange for receiving water in the future when needed. For example, groundwater banking programs like Semitropic allow agencies to deliver surplus water for storage, and in exchange to receive water back either via the SWP or pumped groundwater.
- **In-Lieu Transfers:** Exchange of water supplies that do not involve physically transferring the water. For example, in 2014 ACWD purchased extra water from CCWD that was held in storage in CCWD's Los Vaqueros Reservoir. After obtaining a change petition from the State Water Resources Control Board, CCWD transferred this water to ACWD by using the stored water in-lieu of pumping CVP water from the Delta, which ACWD then pumped at SWP Banks Pumping Plant.

- Direct Transfers: The physical movement of water from one agency to another. For example, in 2015 EBMUD purchased water from Sacramento River settlement contractors and moved it via Freeport into EBMUD's service area.
- Storage: Supplies from outside the region could be transferred to the Bay Area and stored in a local reservoir or groundwater basin.

The initial list will undergo high level screening based on criteria such as cost, operational impacts, environmental issues, water rights, infrastructure requirements, and other factors to develop the portfolio of potential transfers/exchanges that will undergo additional analysis. The consultant will also consider transfers/exchanges that are further along in implementation and can serve as pilots for Task 4.

Task 3.2 – Perform Legal, Institutional, Environmental, and Water Rights Review

Under this task, the transfers and exchanges included in the portfolio developed in Task 3.1 will undergo additional evaluation and analysis related to legal, environmental, institutional, and water rights issues.

Each of these transfers/exchanges will be further delineated. The Consultant will conduct additional analyses to identify opportunities, data gaps, and legal requirements and then will establish a process for implementation. The value of each transfer/exchange for helping to reduce the supply/demand gap in dry years will be evaluated. Any physical limitations will be identified.

The Consultant will then explore the legal requirements and legal mechanisms involved in each transfer/exchange, including water rights and environmental issues. It will be necessary to explore potential constraints on where and when particular water sources may be used. The permitting requirements for purchasing and moving water will also be researched. Institutional requirements such as interagency agreements, contracts, and regulatory approvals will be identified.

Task 4. Conduct Engineering Studies, Including Pilot(s)

The BARR agencies plan to pilot test transfer/exchange as part of the grant-funded project. A minimum of two pilot transfers/exchanges is envisioned under this task. The consultant team will support this effort by facilitating the screening process used to determine which pilot(s) to pursue, assisting with CEQA/NEPA documents as needed, and preparing a Technical Memorandum documenting the outcome and lessons learned from the pilot(s). In addition to executing a pilot, the BARR partners may select recent transfers/exchanges, as executed by one or more of the BARR agencies, to be incorporated into the analysis and discussion in the Technical Memorandum prepared under this task.

Task 5. Develop Water Marketing Strategy Report

The culmination of this grant effort will be the development of a Water Marketing Strategy Report (Report), formulated with input from the Drought Task Force, which will serve as a roadmap to help enable future water exchanges and transfers.

The Report will outline an implementation plan for developing a Bay Area Regional Water Market Program, building on existing infrastructure and institutional agreements. In developing the Report, the Project Team will aim to benefit as many BARR agencies as possible. The resulting findings and framework could also be expanded in the future to foster the development and interagency use of new regional supply investments (e.g., potable reuse).

The Report will include a summary of past water transfers/exchanges as identified in Task 2. It will present the Portfolio of different transfers/exchanges identified in Task 3 and describe the process for their implementation and their ability to reduce dry year shortfalls. The necessary water rights will be identified for each transfer/exchange in the portfolio. Any institutional arrangements required will also be described (e.g., interagency agreements, contracts). Engineering and operational issues for each transfer/exchange will also be discussed. For each transfer/exchange, the Report will identify barriers and recommend next steps to overcome those barriers. It may address infrastructure considerations (i.e., maximizing efficient use of existing infrastructure and identifying the need for infrastructure upgrades/expansions), legal/water rights issues, costs of water exchanges/transfers, water quality compatibility of specific blended sources, and regulatory/institutional considerations.

The Report will then describe a “road map” for developing a Regional Water Market that facilitates Bay Area transfers and exchanges in the future. It will identify the rules, best practices, and contracts, agreements, or governance that are needed to enable the Bay Area Regional Water Market Program to function. It may include recommendations on next steps such as institutional arrangements, agreements needed with Reclamation or other agencies, development of modeling tools or databases, or the construction of infrastructure that would facilitate future transfers/exchanges. The Report will identify any road blocks to implementation and recommend solutions to them.

Task 5.1 Develop Draft Strategy Report

Based on the findings of Tasks 3 and 4, the consultant team will develop a draft Report. Once the draft report is complete, opportunities will be provided for the Task Force and public to review and comment on the draft Report, including one workshop with the Task Force as described in Task 1.

Task 5.2 Prepare Final Report

The consultant team will incorporate feedback from the public and Task Force to develop a Final Report for submission to Reclamation, who will then have the opportunity to review and comment on the Report. Comments and edits from

Reclamation will be incorporated into the final document which will be posted online on the BARR website.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing consulting services for at least five (5) years.
- b. Proposer shall be a registered civil engineer.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

The Proposer's Project Manager (PM) assigned to the project shall have at least ten (10) years of experience providing water resources services.

The qualifications of the proposer's firm, any subconsultant(s), and project team must collectively demonstrate experience on projects of similar type, size, and complexity as the proposed project.

D. DELIVERABLES / REPORTS

The goal of the project is to develop a Strategy Report outlining an implementation plan for developing a Bay Area Regional Water Market Program that would facilitate transfers to and exchanges within the Bay Area, leveraging existing infrastructure and institutional agreements. Deliverables associated with this project must meet the requirements of EBMUD's grant from the U.S. Bureau of Reclamation. Following is a summary of the tasks and deliverables anticipated for this project.

Task	General Description	Deliverables
1.0 Project Management	<ul style="list-style-type: none"> - Manage schedule and budget - Prepare status reports and invoices 	<ul style="list-style-type: none"> - Monthly invoices - Status updates as needed
2.0 Communications and Outreach	<ul style="list-style-type: none"> - Hold kickoff meeting with Stakeholder Group to review scope and preliminary 	<ul style="list-style-type: none"> - Meeting notes

	<p>portfolio</p> <ul style="list-style-type: none"> - Hold second meeting with Stakeholder Group to review draft Strategy Report 	
3.0 Research and Portfolio Development	<ul style="list-style-type: none"> - Research previous transfers/exchanges - Develop portfolio of potential transfers/exchanges - Conduct high level screening to determine most promising transfers/exchanges - Perform high-level legal, institutional, environmental, and water rights review 	- Tech Memo 1 summarizing portfolio
4.0 Conduct Engineering Studies, Including Pilot(s)	<ul style="list-style-type: none"> - Assist BARR partners in selection of one or more pilot transfer/exchange 	- Tech Memo 2 documenting pilots
5.0 Develop Water Marketing Strategy Report	<ul style="list-style-type: none"> - Draft Water Marketing Strategy Report - Incorporate comments from BARR partners and Stakeholder Group - Incorporate comments from U.S. Bureau of Reclamation 	<ul style="list-style-type: none"> - Draft Strategy Report - Final Strategy Report

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	April 24, 2019

Addendum to Announce Pre-Approved Equivalents (if necessary)		
Response Due	May 24 by 4:00 p.m.	
Anticipated Contract Start Date	July 1, 2019	

Note: All dates are subject to change.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder 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 bids 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 staff representatives of the other BARR agencies. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? How extensive is the applicable education and experience of the personnel designated to work on the project?
B.	<p>Methodology and Project Understanding RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 4. Has the Proposer demonstrated that it understands the District's time

	schedule and can meet it?
C.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost and multiplying by ten.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p>
D.	<p>Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

C. PRICING

The Proposer must provide a time and materials cost estimate for the completion of the specified scope, separately detailing the estimate for each task. Cost breakdowns shall include estimated hours by staff person or job classification, fully loaded hourly rates, raw labor costs, the labor multiplied that will apply to the project, expenses, other direct costs, subcontractor fees, and annual escalation rates, if any. Annotate the estimate with assumptions about the cost and/or level of effort assumed to complete specific work tasks, including reasonable number of meetings with EBMUD and/or other BARR agencies. All prices quoted shall be in U.S. dollars.

D. PROTESTS

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

this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

Bid 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 bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

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

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

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

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

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District will notify the General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Alice Towey, Senior Civil Engineer
EBMUD-Water Supply Improvements Division
E-Mail: alice.towey@ebmud.com
PHONE: (510)287-1105

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Towey, Senior Civil Engineer
EBMUD-Water Supply Improvements Division
E-Mail: alice.towey@ebmud.com
PHONE: (510)287-1105

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").

3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Bay Area Regional Water Market Program
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Bay Area Regional Water Market Program
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

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

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures

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

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

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, 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 Bay Area Regional Water Market

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ 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: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

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

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



REQUIRED DOCUMENTATION AND SUBMITTALS

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

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

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



REFERENCES

RFP For Bay Area Regional Water Market Program

Proposer Name: _____

Proposer must provide a minimum of 2 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For Bay Area Regional Water Market

Proposer Name: _____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

INSURANCE

A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

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

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

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

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

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

D. Commercial General Liability Insurance

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

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

EXHIBIT C
STANDARD PROFESSIONAL SERVICES AGREEMENT

*(Standard Consulting Agreement for
Contracts Greater than \$80,000 - Revised 7/10/18)
(Note: Reference District Procedure No. 451)*

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*Bay Area Regional Water Market Program***

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

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *(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 *development of a Strategy Report Document* for the *Bay Area Regional Water Market Program* and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

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

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

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

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

(Include the following paragraph only if your scope of services includes Optional Services.)

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

ARTICLE 4 - TERMINATION

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

(Optional)

- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (*Consultant Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager. (*The following sentence is optional.*) CONSULTANT hereby commits an average of (*1 to 100*) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

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.

[Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. See CEP office for details.]

- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

7.5 Insurance Requirements

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

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

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

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

7.6 Workers Compensation Insurance

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

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

7.7 Commercial General Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000,

CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

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

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

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

The following coverages or endorsements must be included in the policy(ies): ***(Use only those coverages that apply and type [x] in boxes on Public Liability Certificate. Questions should be directed to Risk Management, x0177.)***

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

7.8 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$1,000,000 of liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

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

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of Water and Natural Resources
P.O. Box 24055
Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

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

Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

(NOTE: do not have a page break leaving signatures by themselves—must have at least the “in witness whereof” paragraph on signature page)

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

EAST BAY MUNICIPAL UTILITY DISTRICT

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

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

EXHIBIT A

East Bay Municipal Utility District (Project Title)

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 *Bay Area Regional Water Market Program*

COMPENSATION

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

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

2.1 Direct Labor

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

2.2 Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

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

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

2.5 Professional Fee

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

2.6 Budget Amounts

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

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

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

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs

incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

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

2.8 Budget Status Reports

For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with ("*bi-weekly*" or "*monthly*" *depending on duration of project*) budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subconsultant time sheets up to a date within 3 weeks of the date of the budget status report.

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

EXHIBIT B-1

East Bay Municipal Utility District (Project Title)

COST DISTRIBUTION

	Consultant						Subconsultants					
	Direct Labor			Indirect	Costs	ODCs*	Sub. #1			Sub. #2		
	Project Manager	Project Engineer	Drafting				Project Eng.	Assist. Eng.	Total	Project Eng.	Assist. Eng.	Professional Total
Salary Rate (\$/hr.) Services	(****)	(****)	(****)	Total			(****)	(****)	Cost	(****)	(****)	Cost Fee** Cost

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

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

II. Optional Services

Task 3:

Task 4:

Subtotal II.

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

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

* ODCs = Other Direct Costs.

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

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

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

EXHIBIT B-2

East Bay Municipal Utility District (Project Title)

LABOR DISTRIBUTION

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

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

EXHIBIT C

East Bay Municipal Utility District (Project Title)

CEP COMPLIANCE

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

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

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

EXHIBIT D
WORK PLAN FROM GRANT AGREEMENT

Bay Area Regional Water Market (Exchange/Transfer) Program Draft Work Plan

January, 2019



Funding Opportunity Announcement No. BOR-DO-17-F014
WaterSMART Grants:
Water Marketing Strategy Grants for Fiscal Year 2017
Department of the Interior
Bureau of Reclamation

TABLE OF CONTENTS

Table of Contents	0
I. INTRODUCTION	1
II. Communications and Outreach Plan	4
Individual Agency Efforts	4
Stakeholder Group	4
Stakeholder Group Facilitation	4
Stakeholder Meetings	4
Stakeholder Group Members	5
Stakeholder Group Conduct	7
Workshop Ground Rules	8
Workshop Facilitator Role	8
Other Public Outreach	8
III. Regional Water Market Program Approach	8
Task 1 Project Management	8
Task 2. Communications and Outreach	9
Task 2.1 Communications and Outreach Plan	9
Task 2.2: Stakeholder Group Kickoff Meeting	9
Task 2.3: Draft Strategy Report Review Workshop	9
Task 3. Research and Portfolio Development	9
Task 3.1 Develop Portfolio	9
Task 3.2 Perform Legal, Institutional, Environmental, and Water Rights Review	10
Task 4. Conduct Engineering Studies, Including Pilot(s)	11
Task 4.1 Pilot Transfer/Exchanges - Planning	11
Task 4.2 Conduct Pilot Transfers/Exchanges	11
Task 4.3 Prepare Tech Memo Documenting Pilot(s)	11
Task 5. Develop Water Marketing Strategy Report	11
Task 5.1 Develop Draft Strategy Report	12
Task 5.2 Prepare Final Report	12
IV. Deliverables and Reporting	12
4.1 Deliverables	13
4.2. Grant Reporting	13
V. Proposed Schedule	14
VI. Proposed budget	15

I. INTRODUCTION

While drought is a recurring feature for California, the extreme and unprecedented drought over the past five years has redefined the driest period on record as punctuated by the two hottest years (2014 and 2015) and the lowest snowpack (2015) since record keeping began in 1895.

That drought inspired more integrated regional water management and drought mitigation, resulting in the Bay Area Regional Reliability (BARR) partnership among eight of the largest Bay Area water agencies as identified in Figure 1—Alameda County Water District (ACWD), Bay Area Water Supply and Conservation Agency (BAWSCA), Contra Costa Water District (CCWD), East Bay Municipal Utility District (EBMUD), Marin Municipal Water District (MMWD), San Francisco Public Utilities Commission (SFPUC), Santa Clara Valley Water District (SCVWD), and Zone 7 Water Agency (Zone 7). Collectively, the BARR Partners serve more than 6 million people in 6 counties.

The BARR partnership was established to cooperatively address water supply reliability concerns and drought preparedness on a mutually beneficial and regionally focused basis. Reliability can be enhanced by ongoing demand management; a diverse portfolio of water supplies; and regionally connected and resilient conveyance, storage, and treatment facilities adaptable to future uncertainties, while also providing for aging infrastructure replacement. After each of the BARR Partners adopted principles in 2014 to guide the collaboration, the agencies executed a Memorandum of Agreement (MOA) in 2015.

As a first step, the agencies developed a regional Drought Contingency Plan (DCP), funded in part by a \$200,000 grant from the U.S. Bureau of Reclamation (Reclamation or USBR). Completed in 2017, the BARR DCP differs from planning efforts in the past, because it focuses on the Bay Area as a region, as opposed to individual agencies and integrates all of the required elements into one document. The BARR DCP was also developed with input from the Drought Task Force, an advisory group of stakeholders who reviewed interim documents and provided comments. The final DCP document summarized Bay Area water supplies, demands, and vulnerabilities to drought to provide a comprehensive overview of regional water supply reliability. The DCP then recommended a suite of regional drought mitigation measures and response actions.

One of the drought mitigation measures identified in the DCP was the development of a Regional Water Market (Transfer/Exchange) Program that would improve regional water supply reliability by identifying and facilitating transfers and exchanges. EBMUD, acting on behalf of the BARR Partners, applied for additional grant funding from Reclamation under its “WaterSMART Water Marketing Strategy Grants for Fiscal Year 2017” program, part of the “SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009.”

Reclamation awarded \$400,000 towards development of a Water Market Strategy Report, a document that will serve as an implementation plan for developing future regional transfers and exchanges. Reclamation and EBMUD executed a Grant Agreement (Grant Agreement) to implement the scope of work for the grant-funded project. Seven of the eight BARR Partners are participating in the Regional Water Market; MMWD elected not to participate in this project but remains part of the overall BARR partnership.

This work plan proposes to implement the scope of work and milestones mentioned in the Grant Agreement (specifically in Section 5 and Exhibit A). The Work Plan is designed to meet all of the requirements stipulated in the Agreement regarding scope of work, budget, schedule milestones, and reporting.

Completion of this work will involve stakeholder and public outreach. The BARR Partners plan to invite the members of the Drought Task Force convened during preparation of the DCP to participate. Additional stakeholders may also be invited. EBMUD, in cooperation with the other seven partner agencies, will hire a qualified “Consultant” to implement the scope of work described in the Agreement.



Figure 1: Map of Bay Area counties and service areas of water agencies participating in the development of the Bay Area Regional Reliability Partnership.

II. COMMUNICATIONS AND OUTREACH PLAN

The Partner Agencies, with the help of Consultant, will conduct the following multi-faceted communication and outreach program.

Individual Agency Efforts

Each agency will conduct its own communication and public outreach campaign matched to the needs of stakeholders and interested parties that are active and engaged in their respective activities (both within their service areas and the watersheds from which their water supplies are generated). Each Partner Agency will reach-out to its stakeholders and interested parties through means like fact-sheets, public meetings, public presentations, public notices, and other forums or approaches, to solicit input on the Regional Water Market.

Stakeholder Group

During development of the DCP, the BARR Partners convened a Drought Task Force consisting of representatives of 25 different stakeholder groups. This group represented environmental, regional planning, disadvantaged communities, business, recycled water, and other issues. Drought Task Force members were invited to review and comment on interim work products. The BARR Partners plan to invite the Drought Task Force members to participate again as stakeholders in the development of the Regional Water Market Program. The BARR partners may choose to meet with additional groups or agencies; for example, the BARR Partners may wish to meet with Reclamation staff involved in operations, or with potential sellers of transfer water.

Stakeholder Group Facilitation

The Stakeholder Group approach has been designed to provide stakeholders, interested parties, and Partner Agencies an opportunity for meaningful engagement on the development of the Regional Water Market. The consultant, in cooperation with Partner Agency staff, will plan, conduct, and facilitate two workshops with the Stakeholder Group.

Stakeholder Meetings

The BARR Partners and their Consultant will host two workshops with the Stakeholder group to solicit their input on the development of the Regional Water Market Program.

Kickoff Meeting: The goals, scope, and schedule of the Program will be reviewed. The Project Team will solicit input from the Stakeholder Group early in the process to gain their thoughts on the project scope. Once a detailed work plan has been prepared and approved by Reclamation, the Stakeholder Group will be invited to participate in a kick-off meeting to review and discuss the work plan. The meeting may also include a discussion of potential transfers/exchanges to be developed in the Regional Water Market Program, including those that may be piloted.

Draft Strategy Report Review: A second workshop will be held to provide the Stakeholder Group with an opportunity to review and comment upon the Draft Strategy Report.

Additional Meetings as Needed: The Project Team may hold additional meetings as needed with individual interest groups. For example, the Project Team may wish to hold meetings with potential water sellers to discuss availability, costs, and other issues associated with purchasing transfer water. Meetings with Reclamation and the California Department of Water Resources may be held to discuss the Central Valley Project (CVP) and State Water Project (SWP), respectively.

Stakeholder Group Members

The Drought Task Force convened for the DCP was comprised of representatives from 25 different organizations. Their specific areas of interest included environmental issues, environmental justice, business, regional planning, and recycled water. At the conclusion of the DCP, several Drought Task Force members expressed interest in having an ongoing role as mitigation measures from the DCP move forward. Table 1 lists the Drought Task Members, who will be invited to participate in the Stakeholder Group for the Regional Water Market.

Table 1 - List of Drought Planning Task Force Members

Drought Task Force Participants	
Organization Type	Organization Name/Address
Business	Bay Area Council 353 Sacramento St, 10th Floor, San Francisco, CA 94111 www.bayareacouncil.org
Business	Bay Planning Coalition 1970 Broadway, Suite 940, Oakland, CA 94612 http://bayplanningcoalition.org
Business	East Bay Leadership Council Water Task Force PO Box 4096, Walnut Creek, CA 94596 www.eastbayleadershipcouncil.com
Business	Joint Venture Silicon Valley
Business	Silicon Valley Leadership Group 2001 Gateway Place, Suite 101E, San Jose, CA 95110 www.slv.org
Environmental	Alameda Creek Alliance P.O. Box 2626, Niles, CA 94356 www.alamedacreek.org
Environmental	California Sportfishing Protection Alliance 1248 East Oak Avenue #D, Woodland, CA 95776 1608 Francisco St., Berkeley, CA 94703 www.calsport.org
Environmental	Contra Costa County Climate Leaders PO Box 6993, Moraga, CA 94570 www.cccclimateleaders.org

Drought Task Force Participants	
Organization Type	Organization Name/Address
Environmental	Foothill Conservancy 35 Court Street, Suite 1, Jackson, CA 95642 www.foothillconservancy.org
Environmental	National Resources Defense Council 111 Sutter St., 20th floor, San Francisco, CA 94104 www.nrdc.org
Environmental	Restore Hetch Hetchy PO Box 71502, Oakland, CA 94612 436 14th St, Suite 1126, Oakland, CA 94612 www.hetchhetchy.org
Environmental	Sierra Club 12721 Brookpark Rd., Oakland, CA 94619 215 S. 19th St, San Jose CA 95116
Environmental	Sierra Club, Loma Prieta Chapter 3921 East Bayshore Road, Suite 204, Palo Alto, CA 94303 215 S. 19th St, San Jose CA 95116
Environmental	Tuolumne River trust 312 Sutter St., #402, San Francisco, CA 94108 www.tuolumne.org
Environmental	Wholly H2O 363 17th Street, Suite 301, Oakland, CA 94612 www.Whollyh2o.org info@whollyh2o.org
Environmental	California Water Impact Network (CWIN) 808 Romero Canyon Road, Santa Barbara, CA 93108 www.c-win.org
Environmental	Planning and Conservation League 1107 9th Street, Suite 901, Sacramento, CA 95814 www.pcl.org
Environmental	The Bay Institute Pier 39 Box #200, San Francisco, CA 94133 www.bay.org
Environmental	The Nature Conservancy 201 Mission Street, 4th Floor, San Francisco, CA 94105 www.nature.org
Environmental/ Environmental Justice	Environmental Water Caucus 2613 6th Street, Unit D, Santa Monica, CA 90405 www.ewccalifornia.org
Environmental Justice	Environmental Justice Coalition for Water PO Box 188911, Sacramento, CA 95818-8911 www.ejcw.org
Environmental Justice	Clean Water Action 350 Frank H. Ogawa Plaza, Suite 200, Oakland, CA 94612 www.cleanwateraction.org
Public Policy	Climate Readiness Institute 3115 Eton Avenue, Berkeley, CA 94705

Drought Task Force Participants	
Organization Type	Organization Name/Address
Public Policy	Pacific Institute 654 13th Street, Preservation Park, Oakland, CA 94612 www.pacinst.org
Public Policy	PPIC
Public Policy	SPUR 654 Mission Street, San Francisco, CA 94105-4015 www.spur.org
Public Policy	Stanford University, Water in the West
Regional Planning	ABAG
State Planning	Bay Area Regional Collaborative 101 Eighth Street, Oakland, CA 94607
Wastewater/Recycled Water Agencies	Bay Area Clean Water Agencies www.bacwa.org
Wastewater/Recycled Water Agencies	Western Recycled Water Coalition www.westernrwc.org
Water/Wastewater Agencies	North Bay Watershed Association 220 Nellen Avenue, Corte Madera, CA 94925 www.nbwatershed.org

Stakeholder Group Conduct

Members of the Stakeholder Group will be encouraged to agree and comply/abide by these tenets:

- Members agree to send a designated representative to the Stakeholder workshops, and send an alternate representative in the event the designated representative cannot attend a workshop.
- The process of developing the Regional Water Market is schedule-driven and requires decisions several steps along the way. Stakeholder Group members agree to provide input in a timely fashion and stay engaged in the process.
- There will likely be occasions and/or instances where one or more Stakeholder Group member may not agree with a particular component of the Regional Water Market. Stakeholder Group members acknowledge that disagreement with one or more elements is possible, but not a fatal flaw in terms of their willingness to participate and provide input.
- Stakeholder Group members who have concerns or unresolved issues are expected to offer solutions for addressing their concerns/issues, and to include those possible solutions as part of the documentation that they seek to have included within the report being prepared.

Workshop Ground Rules

Prior to the first workshop, draft ground rules will be developed and shared for comment and consideration. Finalized ground rules will be used to guide how each meeting will be conducted as well as to help frame how the Task Force will provide input and guidance during said meetings.

- Participate
- Speak one at a time
- Be concise
- Be respectful

Workshop Facilitator Role

- Seek clarity of comments
- Record participant comments
- Seek engagement from all Task Force members
- Enforce ground rules
- Keep on schedule

Other Public Outreach

Additional public outreach may include preparation of fact sheets, joint press releases, postings on social media, and other website updates to keep the public informed and provide the opportunity for the public to ask questions and provide input. The existing BARR website will be utilized to disseminate information and findings regarding the project. The final report will be posted on the BARR website, and will also be made available through each of the agency's websites.

III. REGIONAL WATER MARKET PROGRAM APPROACH

The Partner Agencies are working together to develop the Regional Water Market Program. The Technical Project Description included in the grant application (Section 2) has been further developed and refined into the scope of work presented below.

Task 1 Project Management

This task includes project management activities associated with administering the grant and completing the project. Grant administration tasks include execution of the Financial Assistance Agreement with Reclamation, development of a Project Work Plan, and preparation of grant reporting. General project management tasks include contracting and managing a consultant team (as needed), coordination and communications between partner agencies, and managing schedule and budget. EBMUD will be responsible for all grant administration tasks, with support from the other BARR partners. The deliverables include an executed Financial Assistance Agreement, a Project Work Plan, Consultant Contract(s), and required Grant Reports. All required reports will be provided to Reclamation consistent with the terms of the financial assistance agreement.

Task 2. Communications and Outreach

The Project Team will provide opportunities for stakeholder and public input on development of the Regional Water Market Program. While developing the DCP, the BARR partners convened a Drought Task Force representing 25 different stakeholder groups to provide input and feedback. In order to build on this existing and successful stakeholder process the original Drought Task Force will be invited to participate as stakeholders in the Regional Water Market Program. Additional stakeholders may also be identified and added to the group. The details of the following tasks may be revised or elaborated based on the completion of the Communications and Outreach Plan.

Task 2.1 Communications and Outreach Plan

The Grant Agreement requires preparation of a Communications and Outreach Plan. The Communications and Outreach Plan is discussed in Section 2 above.

Task 2.2: Stakeholder Group Kickoff Meeting

The Project Team will solicit input from the Stakeholder Group early in the process to gain their thoughts on the project scope. Once a detailed work plan has been prepared and approved by Reclamation, the Stakeholder Group will be invited to participate in a kick-off meeting to review and discuss the work plan. The meeting may also include a discussion of potential transfers/exchanges to be developed in the Regional Water Market Program, including those that may be piloted.

Task 2.3: Draft Strategy Report Review Workshop

The Stakeholder Group will have the opportunity to review and comment on the draft Strategy Report prepared in Task 3. A second Stakeholder Group meeting will be held to review comments and discuss the draft Strategy Report.

Task 3. Research and Portfolio Development

The Project Team will develop a portfolio of potential Bay Area transfers/exchanges and perform a legal, institutional, environmental, and water rights review. The transfers/exchanges will include opportunities to bring new sources of water into the Bay Area during droughts or other shortages as well as mechanisms for moving water between the BARR agencies. The results of the portfolio development and screening and the findings from Task 3.2 will be documented in a Tech Memo.

Task 3.1 Develop Portfolio

The Project Team will develop a portfolio of possible transfers/exchanges. As a first step, the Project Team will conduct a survey of previous Bay Area water transfers and exchanges and identify transfer/exchange options that the BARR Partner agencies are interested in or have considered.

An initial list of potential transfers/exchanges will be developed based on the discussions with BARR agencies, research, and possibly outreach to potential sellers. The following general categories of transfers/exchanges may be included:

- **Voluntary Reallocation:** Movement of water supplies between agencies that do not require changes to the place of use, purpose of use, or point of diversion or re-diversion of the underlying water right. An example could include reallocating supplies between agencies that are CVP contractors.
- **Exchanges:** Hydrologic conditions allow an agency to provide water in exchange for receiving water in the future when needed. For example, groundwater banking programs like Semitropic allow agencies to deliver surplus water for storage, and in exchange to receive water back either via the SWP or pumped groundwater.
- **In-Lieu Transfers:** Exchange of water supplies that do not involve physically transferring the water. For example, in 2014 ACWD purchased extra water from CCWD that was held in storage in CCWD's Los Vaqueros Reservoir. After obtaining a change petition from the State Water Resources Control Board, CCWD transferred this water to ACWD by using the stored water *in-lieu of* pumping CVP water from the Delta, which ACWD then pumped at SWP Banks Pumping Plant.
- **Direct Transfers:** The physical movement of water from one agency to another. For example, in 2015 EBMUD purchased water from Sacramento River settlement contractors and moved it via Freeport into EBMUD's service area.
- **Storage:** Supplies from outside the region could be transferred to the Bay Area and stored in a local reservoir or groundwater basin.

The initial list will undergo high level screening based on criteria such as cost, operational impacts, environmental issues, water rights, infrastructure requirements, and other factors to develop the portfolio of potential transfers/exchanges that will undergo additional analysis. The Team will also consider transfers/exchanges that are further along in implementation and can serve as pilots for Task 4.

Task 3.2 Perform Legal, Institutional, Environmental, and Water Rights Review

Under this task, the transfers and exchanges included in the portfolio developed in Task 3.1 will undergo additional evaluation and analysis related to legal, environmental, institutional, and water rights issues.

Each of these transfers/exchanges will be further delineated. The Project Team will conduct additional analyses to identify opportunities, data gaps, and legal requirements and then will establish a process for implementation. The value of each transfer/exchange for helping to reduce the supply/demand gap in dry years will be evaluated. Any physical limitations will be identified.

The Project Team will then explore the legal requirements and legal mechanisms involved in each transfer/exchange, including water rights and environmental issues. It will be necessary to explore potential constraints on where and when particular water sources may be used. The permitting requirements for purchasing and moving water will also be researched. Institutional requirements such as interagency agreements, contracts, and regulatory approvals will be identified.

The review may consider synergistic approaches that allow for multi-agency participation or multi-year projects. For example, the Project Team may investigate the potential for a Warren Act contract with multiple recipients that allows EBMUD to move water through Freeport for multiple agencies.

Task 4. Conduct Engineering Studies, Including Pilot(s)

Although there are many existing interties, pipelines, and other infrastructure for conveying water between Bay Area agencies, uncertainties remain regarding the actual outcome of using some of that infrastructure to affect transfers/exchanges. An important part of the analysis will be to pilot test one or more interagency exchange/transfers to gain operational information. These pilot exchange(s)/transfer(s) will be one-time, short duration activities meant to test existing systems and gather necessary information and data to aid in the development of the Strategy Report. The pilot(s) will provide crucial data on real costs, water quality issues, and operational impacts (e.g., hydraulic constraints, need for additional pumping).

Task 4.1 Pilot Transfer/Exchanges - Planning

As part of the screening and portfolio development in Task 3.1, the Project Team will identify one or more transfers/exchanges that can be piloted. Ideally, the agencies can pilot a diverse selection of transfers/exchanges that demonstrate different physical and legal pathways for moving water.

Necessary planning will be completed for the pilots. The agencies involved will prepare environmental documentation to comply with applicable regulations (e.g., CEQA, NEPA, ESA). This task will also include any permitting or regulatory approvals needed for the pilots. Depending on the specific pilots, it may also be necessary to develop interagency agreements or contracts.

As specified in Section 10 of the Grant Agreement, depending on the pilot water transfer/exchange, Reclamation may have environmental and associated compliance responsibilities. The BARR Partners will not begin implementation of a grant-funded pilot transfer/exchange until Reclamation provides written notice that all applicable environmental and regulatory compliance analyses and clearances have been completed, and Reclamation issues a notice to proceed for the grant-funded pilot.

Task 4.2 Conduct Pilot Transfers/Exchanges

The agencies will conduct the pilot(s) identified above. During the course of these pilots, information will be collected on operational parameters (e.g., water quality, system water pressure), costs incurred, and any issues that may arise. This task will be paid for by beneficiaries of the pilot(s).

Task 4.3 Prepare Tech Memo Documenting Pilot(s)

The Project Team will prepare a tech memo summarizing the results of the pilots. The memo will include information on how the pilots were selected and give a description of each pilot and its goals. The memo will summarize operations and provide information on actual costs. Lessons learned and next steps will be discussed.

Task 5. Develop Water Marketing Strategy Report

The culmination of this grant effort will be the development of a Water Marketing Strategy Report (Report), formulated with input from the Drought Task Force, which will serve as a

roadmap to help enable future water exchanges and transfers.

The Report will outline an implementation plan for developing a Bay Area Regional Water Market Program, building on existing infrastructure and institutional agreements. In developing the Report, the Project Team will aim to benefit as many BARR agencies as possible. The resulting findings and framework could also be expanded in the future to foster the development and interagency use of new regional supply investments (e.g., potable reuse).

The Report will include a summary of past water transfers/exchanges as identified in Task 2. It will present the Portfolio of different transfers/exchanges identified in Task 3 and describe the process for their implementation and their ability to reduce dry year shortfalls. The necessary water rights will be identified for each transfer/exchange in the portfolio. Any institutional arrangements required will also be described (e.g., interagency agreements, contracts). Engineering and operational issues for each transfer/exchange will also be discussed. For each transfer/exchange, the Report will identify barriers and recommend next steps to overcome those barriers. It may address infrastructure considerations (i.e., maximizing efficient use of existing infrastructure and identifying the need for infrastructure upgrades/expansions), legal/water rights issues, costs of water exchanges/transfers, water quality compatibility of specific blended sources, and regulatory/institutional considerations.

The Report will then describe a “road map” for developing a Regional Water Market that facilitates Bay Area transfers and exchanges in the future. It will identify the rules, best practices, and contracts, agreements, or governance that are needed to enable the Bay Area Regional Water Market Program to function. It may include recommendations on next steps such as institutional arrangements, agreements needed with Reclamation or other agencies, development of modeling tools or databases, or the construction of infrastructure that would facilitate future transfers/exchanges. The Report will identify any road blocks to implementation and recommend solutions to them.

Task 5.1 Develop Draft Strategy Report

Based on the findings of Tasks 3 and 4, the Project Team will develop a draft Report. Once the draft report is complete, opportunities will be provided for the Task Force and public to review and comment on the draft Report, including one workshop with the Task Force as described in Task 1.

Task 5.2 Prepare Final Report

The Project Team will incorporate feedback from the public and Task Force to develop a Final Report for submission to Reclamation, who will then have the opportunity to review and comment on the Report. Comments and edits from Reclamation will be incorporated into the final document which will be posted online on the BARR website.

IV. DELIVERABLES AND REPORTING

This project will produce several documents, which are described in detail below. In addition, the Grant Agreement sets requirements for regular reporting to Reclamation. These requirements and EBMUD’s plan to meet are discussed in this section as well.

4.1 Deliverables

The ultimate goal of the grant-funding project is delivery of the Regional Water Market Strategy Report, but reaching this end goal will require several interim and draft work products. Responsibility for developing each of these items will be split between EBMUD, the BARR partners, and the consultant team. The following table lists the deliverables associated with each task and identifies which organization will be the designated lead for completing each task.

Table 2 - Deliverables

Task	Deliverables	Lead
Task 1 – Project Management	Grant agreement, grant reporting	EBMUD, Consultant
Task 2.1 Communications and Outreach Plan	Work Plan including Communication and Outreach Plan for submittal to USBR	EBMUD & Consultant Team
Task 2.2 Task Force Kickoff Meeting	Meeting materials, meeting notes	Consultant Team
Task 2.3 Draft Strategy Report Review	Meeting materials, meeting notes	Consultant Team
Task 3.1 Develop Portfolio	Tech Memo 1	Consultant Team
Task 3.2 Perform Legal, Institutional, Environmental, and Water Rights Review	Tech Memo 1	Consultant Team
Task 4.1 Pilot Transfers/Exchanges – Planning	Necessary environmental documentation, agreements, contracts, permits	Consultant Team, BARR Partners involved in the pilot(s)
Task 4.2 Conduct Pilot Transfers/Exchanges	Completed pilot transfer(s)	BARR Partners involved in the pilot(s)
Task 4.3 Prepare Tech Memo Documenting Pilots	Tech Memo 2	Consultant Team, BARR Partners
Task 5.1	Develop Draft Strategy Report	Consultant Team
Task 5.2	Prepare Final Report	Consultant Team

Interim work products will include two tech memos. The first will document the portfolio of regional transfers/exchanges identified for the Bay Area. This tech memo will incorporate information about the legal, environmental, and water rights requirements for each potential transfer/exchange. The second tech memo will document the experience and lessons learned from the pilot transfer(s)/exchange(s) completed as part of the project.

These interim work products will be used to develop a Draft Strategy Report, compliant with the requirements of the Grant Agreement, which will be shared with the Stakeholder Group for review and comment. Once the comments from the Stakeholder Group have been incorporated, the document will be shared with Reclamation. Any comments from Reclamation will be incorporated into the final Strategy Report.

4.2. Grant Reporting

The Grant Agreements sets out requirements for regular reporting. EBMUD, in conjunction with the Partner Agencies, will work to meet the terms of the Grant Agreement.

In accordance with the requirements of Agreement (Section 9), the Performance Report and Federal Financial Report (SF-425 format) are due on a semi-annual basis. The reporting periods are October 1 through March 31 and April 1 through September 30, with the first Performance Report and Federal Financial Report (SF-425 format) due for the six month reporting period ending March 31, 2016. Interim Performance Reports submitted to Reclamation will include project progress status, budget status, and an explanation as to why, if any, the established goals of the project were not met.

According to Section 9 of the Grant Agreement, the Final Report is due within 90 days of completion of the project or the Grant Agreement, whichever occurs earlier. This Final Report will include a summary of all activities completed as part of the grant-funded project.

In addition, EBMUD will notify Reclamation of any “significant developments,” as required by Section 9.3(d) of the Grant Agreement. Significant developments could include problems, delays, or adverse conditions which will material impair the ability of the project to meet the objective of the Federal award. Significant developments could also include favorable developments that advance the schedule, reduce costs, or achieve more/different results than those originally planned. EBMUD will notify Reclamation staff via email or telephone of any significant developments.

In addition to the performance reports, as described in Section 4.1 above, EBMUD will submit the Draft Strategy Report to Reclamation for review. Comments from Reclamation will be incorporated into the Final Strategy Report.

V. PROPOSED SCHEDULE

The Regional Water Market proposed schedule is based on the scope above and the project milestones identified in Section 5.2.6 in the Grant Agreement. The following is a proposed schedule.

Table 3 - Schedule for Major Tasks and Milestones

Milestone/Task Activity	Planned Start Date	Planned Completion Date
Submit Work Plan for Reclamation Review	January 2019	January 2019
Begin outreach, scoping, and planning activities	November 2018	May 2021
Kickoff Meeting for Stakeholder Group	February 2019	March 2019
Develop water marketing strategy	February 2019	May 2021
Environmental & Cultural Compliance complete	October 2018	December 2019
Pilot Testing Water Market Exchange/Transfer	January 2019	February 2021
Draft Strategy Report Workshop with Stakeholder Group	April 2021	May 2021
Submit draft Technical Project Report to Reclamation for review	June 2021	July 2021
Finalize water marketing strategy	February 2019	September 2021

VI. PROPOSED BUDGET

The cost for the grant-funded project is \$875,000, of which the grant will pay \$400,000. The remaining costs will be paid by EBMUD and the Partner Agencies and will include agency labor costs and implementation of one or more pilot transfers/exchanges. Actual costs will depend on which pilot(s) are selected, and the costs for pilot water transfer(s)/exchange(s) will be the responsibility of the agencies benefitting from those pilot(s). The cost breakdown from the Grant Agreement is shown in Table 4 below. Table 5 shows the breakdown of funding sources, as shown in the Grant Agreement.

Table 4 - Detailed Cost Estimate and Project Breakdown

BUDGET ITEM DESCRIPTION	COMPUTATION		TOTAL COST
	\$/Unit	Quantity	
EBMUD Salaries and Wages			
Project Manager, Senior Engineer (Alice Towey)	\$76.21	420	\$32,008.20
Associate Civil Engineer	\$65.75	490	\$32,217.50
Manager (Mike Tognolini)	\$98.27	40	\$3,930.80
CCWD Salaries and Wages			
CCWD - Senior Water Resources Specialist (Maureen Martin)	\$75.69	300	\$22,707.00
SFPUC Salaries			
Water Resources Specialist (Manisha Kothari)	\$66.63	100	\$6,663.00
ACWD Salaries and Wages			
Water Supply and Planning Manager (Thomas Niesar)	\$87.28	300	\$26,182.50
SCVWD Salaries and Wages			
Senior Water Resource Specialist (Metra Richert)	\$86.52	300	\$25,956.00
BAWSCA Salaries and Wages			
Water Resources Manager (Tom Francis)	\$85.82	120	\$10,298.40
CEO/General Manager (Nicole Sandulka)	\$102.00	20	\$2,040.00
Sr. Water Resources Specialist (Adrianne Carr)	\$66.00	100	\$6,600.00
Sr. Water Resources Specialist (Andree Johnson)	\$58.34	60	\$3,500.40
Zone 7 Salaries and Wages			
Manager (Carol Mahoney)	\$93.95	30.00	\$2,818.50
Principal Engineer (Amparo Flores)	\$86.63	60.00	\$5,197.80
Associate Civil Engineer (Sal Segura)	\$68.49	30.00	\$2,054.70
Assistant Engineer (Wes Mercado)	\$58.79	120.00	\$7,054.80
Fringe Benefits EBMUD			
Project Manager, Senior Engineer (Alice Towey)	\$32,008.20	68.25%	\$21,845.60
Associate Civil Engineer	\$32,217.50	68.25%	\$21,988.44
Manager (Mike Tognolini)	\$3,930.80	68.25%	\$2,682.77

CCWD Fringe			
Senior Water Resources Specialist (Maureen Martin)	\$22,707.00	20.00%	\$4,541.40
SFPUC Fringe			
Water Resources Specialist (Manisha Kothari)	\$6,663.00	20.00%	\$1,332.60
ACWD Fringe			
Water Supply and Planning Manager (Thomas Niesar)	\$26,182.50	20.00%	\$5,236.50
SCVWD Fringe			
Senior Project Manager (Tracy Hemmeter)	\$25,956.00	20.00%	\$5,191.20
BAWSCA fringe			
Water Resources Manager (Tom Francis)	\$10,298.40	20.00%	\$2,059.68
CEO/General Manager (Nicole Sandulka)	\$2,040.00	20.00%	\$408.00
Sr. Water Resources Specialist (Adrienne Carr)	\$6,600.00	20.00%	\$1,320.00
Sr. Water Resources Specialist (Andree Johnson)	\$3,480.00	20.00%	\$696.00
Zone 7 Salaries and Wages			
Manager (Carol Mahoney)	\$2,820.00	20.00%	\$564.00
Principal Engineer (Amparo Flores)	\$5,220.00	20.00%	\$1,044.00
Associate Civil Engineer (Sal Seguar)	\$2,040.00	20.00%	\$408.00
Assistant Engineer (Wes Marcado)	\$7,080.00	20.00%	\$1,416.00
Contractual Water Marketing Transaction			
Conveyance and storage of untreated (raw water) supply (unit cost)	\$275.00	1000	\$275,000.00
Contractual/Construction			
Consultant to assist in the development of program	\$275,000.00	1	\$275,000.00
Other			
consultant, permits, fees related to water transfer pilot	\$45,000.00	1	\$45,000.00
Reclamation environmental and cultural compliance costs	\$5,000.00	1	\$5,000.00
TOTAL DIRECT COSTS			\$859,963.79
EBMUD Indirect Costs			
NICRA Predetermined EBMUD/Sub-applicant funding portion	15.21%	\$339,964	\$51,708.49
TOTAL ESTIMATED PROJECT COSTS			\$911,672.28

Table 5 - Summary of Funding Source Breakdown

Funding Source Breakdown	% of Total Project Costs	Total Cost by Source
Recipient Funding (EBMUD and sub-applicants)	56.12%	\$511,672.28
Recipient and other In-Kind Services		\$0.00
Reclamation Funding	43.88%	\$400,000.00
Other Federal Funding		\$0.00
Totals	100%	\$911,672.28

The budget summarized in Tables 4 and 5 are estimates; the final cost of developing the Regional Water Market may be in excess of \$911,672 (especially depending on the pilot transfers/exchanges selected) and the percent sharing between Recipient/Partner Agencies and Reclamation may be different. Regardless of the final cost of the DCP, the maximum reimbursement requested from Reclamation will be \$400,000. Of the total project costs, at a minimum, 50% cost-share will borne by the Recipient/Partner Agencies.