

July 29, 2019

**SUBJECT:** Request for Statement of Qualifications and Proposals for the East Bay Municipal Utility District Main Wastewater Treatment Plant Seismic Structural Evaluation and Conceptual Design Project

Dear Consultant:

The East Bay Municipal Utility District (District) cordially invites firms to submit statement of qualifications (SOQ) and proposals for completing the District's Main Wastewater Treatment Plant (MWWTP) Seismic Structural Evaluation and Conceptual Design Project.

Please review the attached Request for Qualifications and Proposals (RFQ/RFP), which includes Contract Equity Program information and the District Standard Consulting Agreement.

If you would like the District to consider your firm for this work, five copies of your SOQ and Proposal submittal must be received at the following address no later than 4:00 PM on Thursday, August 22, 2019. Postmarks will not be accepted.

If delivered:

East Bay Municipal Utility District  
375 Eleventh Street, MS 702  
Oakland, CA 94607  
Attention: Diana Lee

If mailed:

East Bay Municipal Utility District  
P.O. Box 24055, MS 702  
Oakland, CA 94623-1055  
Attention: Diana Lee

A pre-proposal meeting is tentatively scheduled for 11:00 AM on Monday, August 12, 2019, at the District Administration Building at 375 11<sup>th</sup> Street, Oakland, CA 94607. Parking is not provided. Please allow a few minutes to check in at the second floor security desk. Attendees are asked to RSVP to Diana Lee at [diana.lee@ebmud.com](mailto:diana.lee@ebmud.com) by Friday, August 9, 2019.

If you have any questions regarding this RFQ/RFP, please contact Diana Lee via email at [diana.lee@ebmud.com](mailto:diana.lee@ebmud.com) before 4:00 PM on Tuesday, August 13, 2019. Answers to substantive questions received will be subsequently addressed and posted at [www.ebmud.com](http://www.ebmud.com). Click on "Business Center," "Request for Proposals," and "MWWTP Seismic Structural Evaluation and Conceptual Design Project." The District looks forward to receiving your SOQ and Proposal submittal for this project.

Sincerely,



Eileen M. White  
Director of Wastewater

EMW:DYH:mrh

Attachments

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**East Bay Municipal Utility District (District)**

**Request for Statement of Qualifications and Proposal  
(RFQ/RFP)**

**to Provide Engineering Services**

**for**

**MWWTP SEISMIC STRUCTURAL EVALUATION  
AND CONCEPTUAL DESIGN PROJECT**

**Contact Person:** Diana Lee, Project Manager  
**Phone Number:** (510) 287-1106  
**E-mail Address:** Diana.Lee@ebmud.com

**RESPONSE DUE**  
by  
**4:00 p.m.**  
on  
**August 22, 2019**  
at

**East Bay Municipal Utility District  
375 Eleventh St., MS 702  
Oakland, CA 94607  
Attention: Diana Lee**

EBMUD  
375 11<sup>th</sup> Street  
Oakland, CA 94607

[www.ebmud.com](http://www.ebmud.com)

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## **SECTION 1**

### **PROJECT BACKGROUND, OBJECTIVES, RFQ/RFP PROCESS AND SCHEDULE**

#### **GENERAL**

The East Bay Municipal Utility District (District) is a publicly-owned water and wastewater utility. EBMUD provides wastewater services for the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, and the Stege Sanitary District, which includes El Cerrito, Kensington, and part of Richmond. The wastewater system serves approximately 680,000 people in an 88-square mile area. It includes approximately 29 miles of sewer interceptors, seven miles of sewer force mains, 15 pumping stations, three wet weather treatment facilities, and the Main Wastewater Treatment Plant (MWWTP).

The MWWTP treats an annual average daily flow of approximately 50 million gallons per day (MGD). The primary and secondary treatment process capacities are 320 MGD and 168 MGD, respectively. The peak wet weather flow rate is 415 MGD, which includes short-term diversion of 95 MGD to the onsite 11-MG wet weather storage basin during peak wet weather events.

The MWWTP was originally constructed in 1951, with a major expansion in the mid-1970s. The MWWTP liquid process train includes coarse and fine bar screens, aerated and vortex grit chambers, primary sedimentation basins, high-purity oxygen activated sludge reactors, secondary clarifiers, disinfection, recycled water facilities, and dechlorination. The solids process train includes scum thickening, secondary solids thickening using gravity belt thickeners, anaerobic digestion, and digested solids dewatering using solid-bowl centrifuges. Treated final effluent from the MWWTP is discharged through a deep water outfall located approximately 1.2 miles off the East Bay shoreline immediately south of the San Francisco-Oakland Bay Bridge. Biosolids are hauled off-site by an outside contractor for beneficial reuse as either alternative daily cover at nearby landfills or as a soil amendment at land application sites. In addition to the treatment process facilities, the MWWTP site also includes office, laboratory, maintenance, and storage buildings and power and fuel support facilities.

#### **PROJECT BACKGROUND**

The District recently completed a seismic evaluation update project for the Main Wastewater Treatment Plant (MWWTP). This evaluation included the review and risk assessment for over 80 facilities. Evaluation results identified seismic deficiencies and prioritized improvements with a goal of mitigating risks, improving life safety, and reducing operational impacts in the event of a major earthquake. Additional structural evaluations and conceptual design work was identified to better understand seismic risks and support further mitigation efforts.

## OBJECTIVES

The objectives of this structural evaluation and conceptual design work are to determine seismic deficiencies, design conceptual retrofits or other mitigation improvements, and develop corresponding cost estimates.

## PROJECT BUDGET AND RESOURCES

The overall budget for this project is estimated to be \$290,000.

## RFQ/RFP PROCESS AND SCHEDULE

The District requests both a Proposal and a Statement of Qualifications (SOQ) from firms interested in participating in the MWWTP Seismic Structural Evaluation and Conceptual Design Project.

Consultant selection will be completed in a three-step process:

1. SOQs will be reviewed to determine which firms meet the project-specific qualifications outlined in Section 3.
2. Proposals from only those firms that meet the qualifications will be evaluated and ranked by a consultant selection panel based on criteria outlined in Section 3.
3. Firms that best meet the specified criteria may be invited to a project interview. Final consultant selection will be based on information provided in the proposals and potential interviews.

### **Tentative Consultant Procurement Schedule:**

Proposals Due	August 22, 2019
Select Consultants for Potential Interviews	August 27, 2019
Interviews	September 9, 2019
Select Consultant for Negotiations	September 12, 2019
Contract Negotiations Complete	September 26, 2019
Proposed Contract Award	October 22, 2019

### **Tentative Project Schedule:**

Project Kickoff	October 24, 2019
Data Collection and Review	November - December 2019
Criteria Development	December 2019
Group A - First half of Facilities:	
Site Investigations	January 2020
Preliminary Evaluations	January 2020 - March 2020
Evaluations and Conceptual Designs	March 2020 - May 2020
Status Update Management Briefing	June 2020
Group B - Second half of Facilities	
Site Investigations	June 2019
Preliminary Evaluations	June - August 2020
Evaluations and Conceptual Designs	August - October 2020
Final Report and Final Management Briefing	October 2020

## **SECTION 2**

### **SCOPE OF WORK**

#### **GENERAL**

The District recently completed a seismic evaluation update project for the Main Wastewater Treatment Plant (MWWTP). This evaluation included the review and risk assessment for over 80 facilities. Evaluation results identified seismic deficiencies and prioritized improvements with a goal of mitigating risks, improving life safety, and reducing operational impacts in the event of a major earthquake. Additional structural evaluations and conceptual design work was identified to better understand seismic risks and support further mitigation efforts. This scope of work describes the necessary evaluation and conceptual design work for identifying effective solutions to the seismic deficiencies, and supporting program development and prioritization of those solutions.

#### **I. ANTICIPATED CONSULTANT SERVICES**

The Consultant shall perform structural evaluations and conceptual designs for mitigating seismic risks at District facilities by performing the following tasks.

The facilities included in this project are listed in Table 1, and shown in project site plans included in Attachment A.

Table 1 – Facilities to be Evaluated and Designed

Administration Bldg. and Laboratory
Field Services Bldg.
PGS 1 and Diesel Gas System
Secondary Influent Channel and Gallery
Secondary Effluent Channel
Effluent Pump Station
Horseshoe/Mix Liquor Channels
Digester Gallery
Outfall Pipeline
Transition Structure
O2 Cooling Facility
Sodium HypoChloride Storage Facility
Fueling Facility
Overhead Pipe Chase
Fill/Drain 72" Pipeline
Effluent Sampling Station
WW Mid-Plant Pump Station

## **Task 1: Project Management**

Consultant shall coordinate planning, evaluation, and development efforts with the District; attend meetings; manage quality control and assurance; prepare deliverables; and provide documents and invoices as necessary to effectively manage this project. Consultant shall be responsible for project coordination and communication with the project team, subconsultants, and the District to facilitate evaluation and development efforts. Consultant shall conduct a kickoff meeting and other meetings with the District, including representatives from operations, maintenance, and engineering divisions. Consultant shall coordinate and participate in project meetings as necessary to perform project tasks. The following key meetings are anticipated:

- Project Kick-Off Meeting
- Investigation and Preliminary Evaluation Meetings
- Management Briefing – Status Update
- Management Briefing – Final

Consultant shall prepare a schedule and track progress. Consultant shall create and maintain an Issues and Decisions Log, prepare monthly invoices, and coordinate deliverables. Consultant shall submit all deliverables in draft and final form according to the following submittal requirements:

Draft Deliverables. Consultant shall prepare draft documents, each of which shall include the task-required information. Consultant shall provide three hard copies and one electronic copy (in PDF format) of each draft document. Consultant shall allow two weeks for the District to review and provide comments on Technical Memoranda and Plans, and three weeks for the District to review and provide comments on Reports.

Final Deliverables. Consultant shall prepare final documents, addressing and incorporating comments received from the District on the draft versions. Consultant shall provide five hard copies of each final document. Consultant shall also include an electronic version (PDF) of each document, and each document in its source file format.

## **Task 2: Data Collection and Review**

Consultant shall assemble and review existing documents, evaluations, and data, provided by the District or available from other sources, in support of this effort including, but not limited to:

- Geotechnical reports and records
- Record drawings and specifications
- Previous seismic evaluations and assessments

In addition to some geotechnical reports and design calculations, the District has the following documents that will be made available for the project:

- 1991-1994 Seismic Evaluation Program documents
- 1994-1996 Seismic Repair Program documents



- Review of Seismic Evaluations and Improvements at the MWWTP, May 2017
- MWWTP Seismic Evaluation Update Project, Technical Memoranda (TM):
  - TM 1, Past Evaluations and Criteria Development, Jan 2018.
  - TM 4, Investigation and Evaluation Summary and Findings, Jan 2018
  - TM 5, Conceptual Designs & Cost Estimates for Select Structures – Summary and Findings, Nov 2018

Consultant shall determine where information gaps exist and work with the District to try to collect additional information. Consultant shall analyze the information collected and assess the quality, level of detail, and adequacy of the information. Consultant shall make an initial site visit to become familiar with the facilities at the MWWTP site and the Dechlor/Outfall area. See Attachment A for project site plans. District staff will be present and coordinate access to the facilities.

Deliverable: Consultant shall reference collected information in, or organize it into appendices to the technical memoranda and reports required under project tasks.

### **Task 3: Criteria Development**

Consultant shall use geotechnical investigations, past seismic evaluation work, and current codes and guidelines to determine performance objectives, seismic hazard levels, and other criteria required to this scope of work.

Consultant shall use current industry standards, codes and guidelines, including but not limited to:

- ASCE 41-17 Seismic Evaluation and Retrofit of Existing Buildings
- ASCE 7-16 Minimum Design Loads for Buildings and Other Structures
- ACI 350.3-06 Seismic Design of Liquid-Containing Concrete Structures
- CBC (California Building Code) 2016, 2019

Deliverable: Consultant shall prepare a “Criteria Development Technical Memorandum” summarizing the review, findings, and recommendations.

### **Task 4: Investigations and Preliminary Evaluations**

Consultant shall perform investigation and preliminary evaluations necessary to locate and determine the severity of deficiencies. Facilities included are listed in Table 1 above, and shown in project site plans in Attachment A. Task 4 will be performed in two groups (4A, 4B) covering roughly half of the facilities in each group.

#### **Task 4.1: Investigations**

Consultant shall perform field inspection of facilities. Consultant shall perform visual inspections to verify record drawings, identify deviations, and identify potential seismic deficiencies. Investigations will occur through visual observation of exposed, accessible areas, and will be qualitative in nature.

Consultant shall provide all materials, labor, and equipment necessary to perform all field inspection work. No material testing or exploratory demolitions are anticipated, however specific needs may be considered. Consultant shall be responsible for implementing all necessary field safety requirements. Although not anticipated, Consultant shall be responsible for all traffic and confined-space safety requirements where warranted. If any investigations require operational interruptions, a System Outage Request (SOR) form must be approved by the District. Scheduling outages is limited and may affect the investigation schedule.

#### **Task 4.2: Preliminary Evaluations**

Consultant shall perform preliminary seismic evaluations for the facilities based on current industry standards, codes and guidelines as established in the Criteria Development TM.

Consultant shall incorporate investigation findings into an initial evaluation of facilities. Consultant shall perform preliminary modeling and seismic analysis as necessary to determine the adequacy of systems for meeting performance objectives, and to identify areas of deficiencies. Consultant shall consider alternatives for mitigating the seismic risk. Consideration shall be made to determine required freeboard and the impact that sloshing liquid will have on concrete cover slabs for liquid-retaining structures.

#### **Task 4.3: Investigation and Preliminary Evaluation Technical Memorandum**

Deliverable: Consultant shall prepare an “Investigation and Preliminary Evaluation Summary and Findings Technical Memorandum” documenting investigations, preliminary evaluations, and alternatives.

#### **Task 5: Conceptual Designs and Cost Estimates**

Consultant shall perform evaluations and conceptual designs, and develop conceptual scopes, plans, and cost estimates for each facility. Evaluations and conceptual design work shall follow standard practices, established criteria, and include constructability considerations, structural modeling, and applicable calculations. Cost estimates shall be based on available literature, guidelines, and industry standard practices.

Task 5 will be performed in two groups (5A, 5B) covering roughly half of the facilities in each group. Prior to completion of group 5A TMs, Consultant shall support the District in preparing

presentation material for a status update management briefing and attend the briefing. Comments and directions from management shall be incorporated into the TMs.

Deliverables: Consultant shall provide the results for each facility in a “*Facility name*” Evaluation and Conceptual Design Technical Memorandum” covering the evaluation, design, scope, plans, and costs, and including any discussion on alternative mitigation methods.

#### **Task 6: Cost Estimates for Conceptual Designs by the District**

Consultant shall develop cost estimates for conceptual designs updated or performed by the District. Consultant shall maintain consistencies in cost basis between all cost estimates for Consultant and District designed facilities. The facilities to be updated or designed by the District are listed in Table 2 and are also shown on site plans in Attachment A. Note that facilities to be updated, as noted in Table 2, have cost estimates that will require updating.

Table 2 – Facilities to be Updated or Designed by District

Influent Pump Station (Update)
Primary Sed Tanks 1-10 (Update)
Primary Influent Channels/Gallery 1-10 (Update)
Primary Effluent Channel 1-10 (Update)
Sludge Dewatering Bldg. (Update)
Maintenance Center (Update)
Dechlor Bldg.
Plant Effluent Channel
Primary Sed Tanks 11-16
Primary Influent Channels/Gallery 11-16
Primary Effluent Channel 11-16
Bldg. 1084
Old Maintenance Bldg.

Deliverables: Consultant shall provide the results for each facility in a “*Facility name*” Cost Estimate Technical Memorandum” covering costs for conceptual design.

#### **Task 7: Final Findings and Recommendations Report**

Consultant shall identify and summarize alternatives and recommendations for the facilities based on the investigations, evaluations, designs, and cost estimating included in this project scope. Consultant shall also provide recommendations to support seismic mitigation program needs and priorities. Prior to completion of the final project report, Consultant shall support the District in preparing presentation material for a final management briefing and attend the briefing. Comments and directions from management shall be incorporated into the final project report.

Deliverable: Consultant shall prepare a “Final Findings and Recommendations Report” summarizing the project findings and recommendations.

### **Task 8: Data Management**

Consultant shall organize, describe, and tabulate all documents and files prepared, or caused to be prepared, by the Consultant, and will provide the resulting documentation to DISTRICT, as stipulated in article 1.5 of the Agreement. Documents and files include, but are not limited to, reports, technical memoranda, collected data and materials, models, calculations, and cost estimates. All items shall be provided in both their source file format and PDF format.

Deliverable: Consultant shall prepare a “Data Management Technical Memorandum” including a summary of the data management information noted above.

### Optional Services

### **Task 9: Optional Services**

Optional services may include additional engineering services identified during the course of this project. Optional services, if warranted, will be negotiated at a future date. At the discretion of the District, the Consultant may perform engineering services related to seismic evaluations or collection of facility or site-specific information.

## SECTION 3

### REQUEST FOR QUALIFICATIONS (RFQ) AND SELECTION PROCESS

#### REQUEST FOR QUALIFICATIONS (RFQ)

##### Qualifications Summary Form

To be considered for this project, your firm must complete the Qualifications Summary Form included as part of this section. For all projects listed in the Qualifications Summary, a project description must be included, demonstrating that the firm(s) and the persons proposed for this project meet these project-specific minimum qualifications required. References must also be provided for all qualifying project experience to verify the project scope, budget, performance, and quality of work completed.

##### Minimum Qualifications

Lead Firm: The lead consulting firm must provide information that demonstrates its experience on projects of similar type, size, and complexity as the current project under consideration. Experience must include at least two seismic structural evaluation and design efforts in a high seismic zone completed within the last ten years with a minimum fee of \$100,000. The relevance of cited projects, and the experience of specific individuals proposed for the current project, should be emphasized. The lead firm shall oversee and coordinate all aspects of the proposed project team's scope of work.

Project Team: For each element indicated below, clearly indicate the firm on the project team with the required experience. The referenced experience must show relevance to the current project under consideration and successful completion of the component involving the project element. A referenced project may be used for more than one element.

- Seismic Structural Evaluation and Design
- Structural Cost Estimating

Project Manager/Key Personnel: Provide both technical and managerial qualifications for the proposed Project Manager and Key Personnel. Proposed personnel must meet the following minimum requirements:

- Project Manager must have had successful experience in completing at least two seismic structural evaluation and design efforts in high seismic zone evaluation efforts in the last ten years with a minimum fee of \$100,000

- Project Manager must be an employee of the lead firm with at least five years of relevant experience
- Key Personnel must have at least three years of experience in their respective disciplines, and must demonstrate capabilities from at least two projects in one or more of the elements stated above

The Project Manager will be the primary client contact and is responsible for the day-to-day management of the project and ensuring that the project scope, budget, and schedule are met. The following information should be provided for the Project Manager and Key Personnel:

- Years of experience
- Percent (%) time available for this project
- Resumes (should demonstrate experience beyond minimum qualification requirements)

## **SELECTION PROCESS**

### **Qualifications Evaluation**

The ability to meet the requirements will be judged by the District based solely on the information provided on the Qualifications Summary Form. If the information provided is deemed inadequate by the District, no further evaluation of the submitted project proposal will be conducted.

### **Selection Interview**

The best proposing consultants may be invited to an interview by the District. At the interview, the Consultant will introduce the project manager, the spokesperson, and any other key members of the proposing team (maximum four people) and summarize their qualifications and experience in response to the RFP. The Consultant will also concisely present its approach to the key items noted in the qualifications section criteria, and respond extemporaneously to questions.

### **Selection Criteria**

A successful proposal and interview will demonstrate the Consultant's experience in successfully performing seismic structural evaluations and designs of similar scope and complexity. Consultant evaluations will be based on the proposed approach to the scope of work. Selection will be based on, but not limited to, the following:

- Clear and concise approach to executing the project scope of work
- Relevant experience in seismic structural evaluation and design
- Qualifications of the designated Project Manager
- Qualifications of Key Personnel who will serve as team leaders in support of the individual Project Manager
- Labor estimates by task and position, including subconsultants
- Compliance with the District's Contract Equity Program

- Proposed schedule and resource availability and commitment to complete work in a timely manner
- Responses to interview questions

### **Contract Negotiations and Award**

Negotiations for a Consulting Services Agreement with a “not-to-exceed” contract price (for time and expenses) will be scheduled with the selected qualified project team. If an agreement cannot be achieved, the District will proceed to negotiate with the next selected qualified project team.

<b>MWWTP Seismic Structural Evaluation and Conceptual Design Project Qualifications Summary Form</b>				
Under Project Team Definition: (1) indicate the estimated portion of the total consulting fee for which each firm is responsible. Total should equal 100%; (2) provide resumes for all key project personnel; and (3) refer to Section 3 for information on minimum qualifications. For qualifying experience, space is provided for two projects—add additional rows as needed. This form is available in electronic format (contact Diana Lee – diana.lee@ebmud.com).				
<b>Project Team Definition</b>				
	<b>Firm</b>	<b>Expertise</b>	<b>Est. %</b>	<b>M/WBE</b>
Lead:				
Sub:				
Sub:				
Sub:				
Sub:				
	<b>Individual &amp; Firm</b>	<b>Expertise</b>	<b>Experience (Years)</b>	<b>% Availability</b>
Project Manager				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
<b>PRIMARY WORK LOCATION:</b>				
<b>LEAD FIRM QUALIFYING EXPERIENCE: Seismic Structural Evaluation and Design</b> Project #1 Name and Client: Project Description: Personnel and Role(s) in Project: Year Prepared: (2010-2019) Contract Fee: (>\$100,000) Client Contact Name and Phone Number:				<b>DISTRICT Use Only</b>
Project #2 Name and Client: Project Description: Personnel and Role(s) in Project: Year Prepared: (2010-2019) Contract Fee: (>\$100,000) Client Contact Name and Phone Number:				



<b>PROJECT TEAM QUALIFYING EXPERIENCE: Seismic Structural Evaluation and Design</b> Project #1 Name and Client: Project Description: Firm and Personnel: Role(s) in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	<b>DISTRICT Use Only</b>
Project #2 Name and Client: <b>(Optional)</b> Project Description: Firm and Personnel: Role(s) in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	
<b>PROJECT TEAM QUALIFYING EXPERIENCE: Structural Cost Estimating</b> Project #1 Name and Client: Project Description: Firm and Personnel: Role(s) in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	
Project #2 Name and Client: <b>(Optional)</b> Project Description: Firm and Personnel: Role(s) in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	
<b>PROJECT MANAGER QUALIFYING EXPERIENCE: Seismic Structural Evaluation and Design</b> Project #1 Name: Project Description: Year Prepared: (2010-2019) Role in Project: Contract Fee: (>\$100,000) Client Contact Name and Phone Number:	

Project #2 Name: Project Description: Year Prepared: (2010-2019) Role in Project: Contract Fee: (>\$100,000) Client Contact Name and Phone Number:	
<b>KEY PERSONNEL QUALIFYING EXPERIENCE:</b> <b>(Repeat For Each Person)</b> Project #1 Name and Client: Project Description: Role in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	
Project #2 Name and Client: Project Description: Role in Project: Year Prepared: Contract Fee: Client Contact Name and Phone Number:	

## SECTION 4

### PROPOSAL FORMAT AND INSTRUCTIONS

The proposal should demonstrate the proposed team's understanding of the scope and approach to successful completion of the MWWTP Seismic Structural Evaluation and Conceptual Design Project. The proposal should contain the following main areas:

#### **Transmittal Letter**

The letter of transmittal should clearly identify the Consultant, the office location(s) where the work would be performed, and the project manager, key technical personnel, and subconsultants that will perform the work. The letter should be signed by an individual having authority to execute an agreement with the District.

#### **Statement of Qualifications**

To be considered for this project, the Qualifications Summary Form must be completed (Section 3). The purpose of the Statement of Qualifications (SOQ) is to clearly identify relevant team experience that qualifies the lead firm and subconsultants for performance of the work.

#### **Project Approach**

The proposal should include a clear and complete discussion of each task required to fulfill the project objectives, and present the approach in sufficient detail. In general, the project approach should demonstrate:

- Adequate resources and expertise to complete the work
- Extensive knowledge of seismic structural evaluation and design of existing facilities, especially for facilities of similar type and size
- How Consultant will utilize existing information and data
- Understanding of evaluation approaches and options

Describe each task and subtask in sufficient detail to present a clear summary of your approach, using the information presented in the Scope of Work (Section 2) as a guide. Clearly identify planned meetings and deliverables for each task. Discuss any reasons for significant changes to the scope of work. As part of the proposal, respondents are encouraged to recommend changes or additions to the scope of work that may improve performance, reduce costs, or shorten the project schedule. Portions of the tasks may be performed concurrently.

The proposed scope should include any optional services that Consultant feels may improve successful completion of the project. Resources under this task are for work that is not within the anticipated scope of services described previously.

### **Project Management and Staffing**

The proposal should describe how Consultant's project manager proposes to:

- Coordinate all deliverables. Draft reports are required prior to all final reports
- Attend and support project management and/or working meetings with the District
- Manage schedule and budget and report progress
- Address any performance issues that may arise during the period of the contract

Additionally, Consultant should provide estimates in hours of the level of effort required for project management activities.

For staffing, include a clear statement of project team responsibilities and reporting relationships, work structure for project control and review, and allocation of staff identified by name and firm for key tasks. Identify the Project Manager and Key Personnel that will lead the project efforts. Indicate the portion of time that key staff will be available to work on the project. Indicate any tasks that the Consultant assumes will be completed by the District.

### **Labor Hours by Task**

Provide a detailed breakdown of labor hours by task and position, including subconsultants. The estimate of labor hours presented in the proposal will provide the basis for contract negotiations with the selected Consultant.

### **Schedule**

Develop a detailed work plan and schedule for the project including deliverables and other milestone dates in order to complete the project and study in a timely manner. Clearly identify the critical path and which tasks will run concurrently. The following major milestone deliverable dates must be included (at a minimum):

- Completion of Final Criteria Development TM
- Completion of Final Investigation and Preliminary Evaluation TMs (Groups A & B)
- Completion of Final Conceptual Design TMs (Groups A & B)
- Completion of Final Report
- Completion of Final Data Management TM

### **Contract Equity**

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 Section 5. 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 EBMUD's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response. Consultants are expected to make good faith efforts to meet the District's contracting objectives.

### **Resumes**

Attach resumes of pertinent key project staff. Resumes may be a maximum of two pages per person.

### **Submittal Length**

	<u>Not to Exceed</u>
Transmittal Letter	1 page
Statement of Qualifications (including Qualifications Summary Form)	9 pages
Project Approach	5 pages
Project Management and Staffing	1 page
Labor Hours by Task	1 page
Schedule	1 page
Contract Equity Program Forms	As needed
Resumes (maximum of two pages per person)	As needed

### **Final Submittal**

Submittals must be received no later than **4:00 pm, Thursday, August 22, 2019** (postmarks will not be accepted). Any submittals with a time/date stamp upon receipt after the due date will be deemed late submittals and will NOT be accepted.

Mail copies to: East Bay Municipal Utility District  
P.O. Box 24055, MS 702  
Oakland, CA 94623-1055  
Attention : Diana Lee

Or hand-deliver to: East Bay Municipal Utility District  
375 Eleventh Street, 2<sup>nd</sup> Floor  
Oakland, CA 94607  
Attention : Diana Lee

### **Pre-Proposal Non-Mandatory Meeting**

A pre-proposal meeting is tentatively scheduled for 11:00 AM, Monday, August 12, 2019 at the District Administration Building at 375 11<sup>th</sup> Street, Oakland, CA 94607. Attendees are asked to RSVP to Diana Lee at [diana.lee@ebmud.com](mailto:diana.lee@ebmud.com) by Friday, August 9<sup>th</sup>.

### **Questions**

Questions regarding this RFQ/RFP should be directed to Diana Lee at (510) 287-1106, or via email at [diana.lee@ebmud.com](mailto:diana.lee@ebmud.com), by 4:00 PM on Tuesday, August 13, 2019. Answers to questions received will be subsequently addressed and posted at [www.ebmud.com](http://www.ebmud.com), Click on “Business Center,” “Request for Proposals,” and “MWWTP Seismic Structural Evaluation and Conceptual Design Project.”

## SECTION 5

### CONTRACT EQUITY PROGRAM

EBMUD'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 conducting business with EBMUD. 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 business enterprises and their subcontractors performing work for EBMUD 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.

Your firm is responsible for:

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

The CEP guidelines and forms can be downloaded from the EBMUD website at the following link: <http://ebmud.com/business-center/contract-equity-program/>.

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.

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

## SECTION 6

### SAMPLE CONSULTING AGREEMENT

#### CONSULTING AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT

*(Project Title)*

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

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

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

#### **ARTICLE 1 - SCOPE OF WORK**

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 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 (*state type - for example "engineering"*) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 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.

- 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.
- 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, expenses, claims, suits, and damages, including attorneys' fees, arising out of or pertaining to, or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

The duty to indemnify, including the cost to defend is limited in accordance with California Civil Code § 2782.8. CONSULTANT's cost to defend that is charged against the design professional shall not exceed the design professional's proportionate percentage of fault. In the event one or more of other defendant is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

## 7.2 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.

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.

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 CONSULTANT.

## 7.3 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.

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.

## 7.4 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):

1. DISTRICT and 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 for the assumption of liability through the indemnity in this Agreement;
4. The policy(ies) is(are) written on an occurrence basis;
5. The policy(ies) cover(s) broad form property damage liability;
6. The policy(ies) cover(s) personal injury (libel, slander, and trespass) liability;
7. The policy covers explosion, collapse and underground hazards (construction contracts only).
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of non-owned automobiles and equipment.
10. The policy(ies) shall cover Pollution liability for claims related to the release or threatened release of pollutants into the environment arising out of or resulting from CONSULTANT's performance under this Agreement.
11. The policy(ies) shall not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

#### 7.5 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 \$2,000,000 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 Errors and Omissions or Pollution Coverage is written on a claims-made form, the following shall apply:

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

#### 7.6 Pollution Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, pollution liability insurance with a minimum of \$2,000,000 of liability coverage. (The amount of insurance shall not be less than \$2,000,000 per occurrence, and with a three year tail if written on a claims-made basis.)

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.

### **ARTICLE 8 - NOTICES**

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

*(consulting firm's name)*

*(address)*

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

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

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

Director of (*Wastewater Department or Engineering and Construction Department*)  
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.

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)

Rev. 3/24/14

**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 (Project Title)

#### 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	<b>\$(dollars)</b>	<b>\$(dollars)</b>	<b>\$(dollars)</b>
Professional Fee Ceiling	<b>(dollars)</b>	<b>(dollars)</b>	<b>(dollars)</b>
Agreement Ceiling	<b>(dollars)</b>	<b>(dollars)</b>	<b>(dollars)</b>

***\* (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. Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

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.

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

- 2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- 2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
- 2.9.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- 2.9.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.



- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

(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							Sub. #1			Sub. #2									
Project Manager	Project Engineer	Drafting		Indirect			Project Eng.	Assist. Eng.	Total	Project Eng.	Assist. Eng.	Total	Profes- sional	Total					
Salary Rate (\$/hr.)	(****)	(****)	(****)	Total	Costs	ODCs*	(****)	(****)	Cost	(****)	(****)	Cost	Fee**	Cost					
<u>Services</u>																			
I. Contracted Services																			
Task 1.1:																			
Task 1.2:																			
Task 2.1:																			
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
Services(*)											
I. Contracted Services											
Task 1.1:											
Task 1.2:											
Task 2.1:											
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

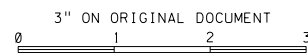
### East Bay Municipal Utility District (Project Title)

#### CEP COMPLIANCE

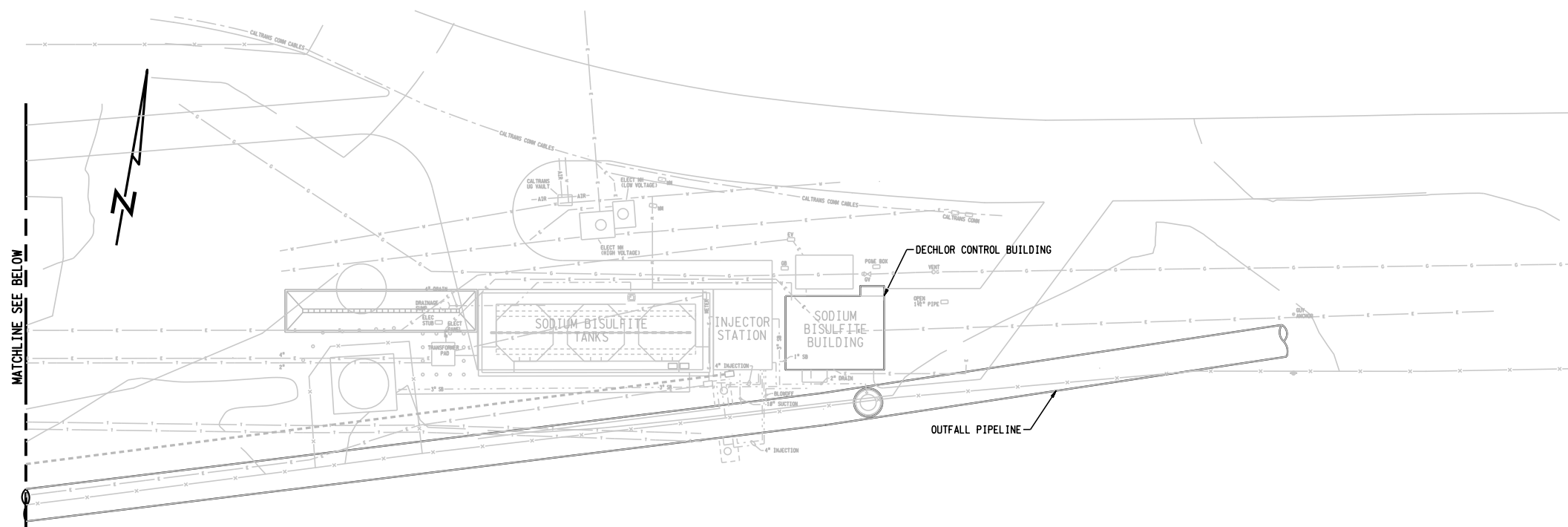
<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT*</u>	<u>MINIMUM PERCENT**</u>
(Name of Subconsultant's firm)	\$(dollars)	(1 to 99)
(Name of Subconsultant's firm)	\$(dollars)	(1 to 99)
TOTAL	\$(dollars)	(1 to 99)

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

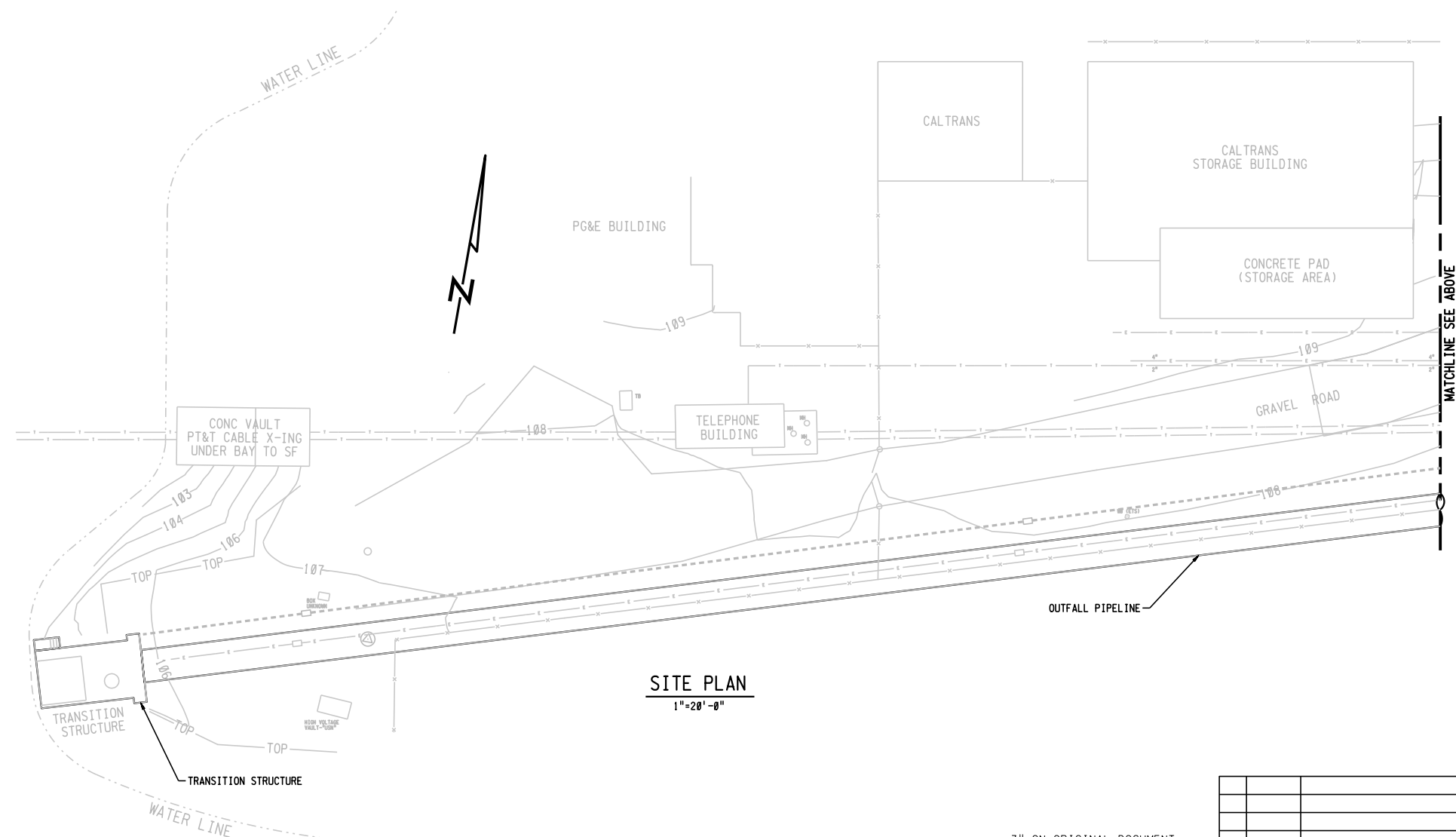
\*\* Based on a Maximum Services Agreement Ceiling amount of \$(dollars).



SEISMIC STRUCTURAL EVALUATION AND DESIGN				
DESIGN	DESIGN BY:	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA		
	DRAWN BY:			
REVIEW	DESIGN CHECKED BY: R.P.E. No.	MAIN WASTEWATER TREATMENT PLANT  CIVIL MWWTP SITE PLAN		
	CONSTRUCTABILITY CHECKED BY:			
	ELECTRICAL CHECKED BY: R.P.E. No.			
	PROJECT ENGINEER R.P.E. No.			
	PROJECT MANAGER R.P.E. No.			
RECOMMENDED: SR. ENGINEER R.P.E. No.	SCALE	W20.00-SKETCH 1 DRAWING NUMBER	0 REV.	
	DATE			



SITE PLAN  
1"=20'-0"

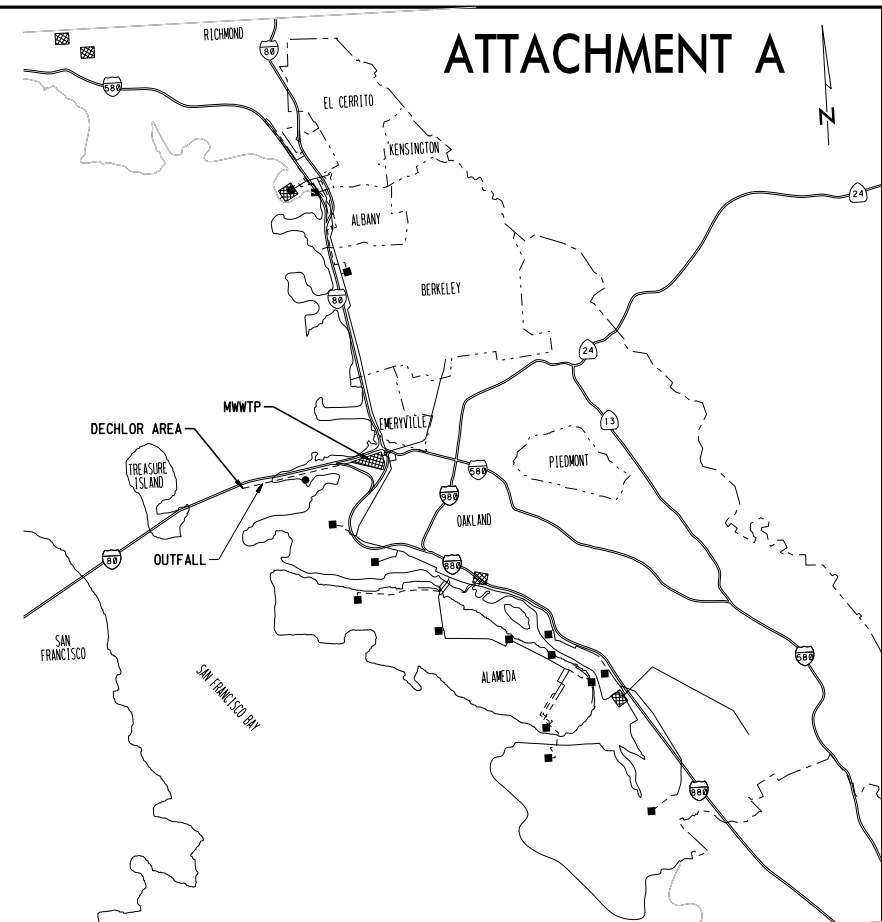


**SITE PLAN**  
1"=20'-0"



<b>NO.</b>	<b>DATE</b>	<b>REVISION</b>	<b>BY</b>	<b>REC.</b>	<b>APP</b>

SEISMIC STRUCTURAL EVALUATION AND DESIGN			
DESIGN	DESIGN BY:	---	EAST BAY MUNICIPAL UTILITY DISTRICT SPECIAL DISTRICT NO. 1 OAKLAND, CALIFORNIA
	DRAWN BY:	A. MUNOZ	
REVIEW	DESIGN CHECKED BY:		MAIN WASTEWATER TREATMENT PLANT
	R.P.E. No.		
	CONSTRUCTABILITY CHECKED BY:		
	ELECTRICAL CHECKED BY:		
	R.P.E. No.		CIVIL DECHOLR AREA SITE PLAN
PROJECT ENGINEER			
R.P.E. No.			
PROJECT MANAGER			
	R.P.E. No.		
RECOMMENDED:	SR. ENGINEER		SCALE 1"=20'
	R.P.E. No.		
PP.			DATE
			W94.00-SKETCH 2
			DRAWING NUMBER
			0



VICINITY MAP  
N.T.S