

# EAST BAY MUNICIPAL UTILITY DISTRICT

**REQUEST FOR PROPOSAL (RFP) No. 534-19-03**

**for**

**Planning and Engineering Services for the  
Mokelumne Aqueducts Delta Tunnel**

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**For complete information regarding this project, see RFP posted at  
<https://www.ebmud.com/business-center/requests-proposal-rfps/>**

**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**

**November 8, 2019**

**at**

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



375 Eleventh Street, Oakland, CA 94607

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

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Mokelumne Aqueducts Delta Tunnel

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## ATTACHMENTS

EXHIBIT A - RFP RESPONSE PACKET  
EXHIBIT B - INSURANCE REQUIREMENTS  
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EXHIBIT D – REFERENCE DOCUMENTS

## I. STATEMENT OF WORK

### A. BACKGROUND

The East Bay Municipal Utility District (EBMUD or District) provides drinking water to over 1.4 million people in Alameda and Contra Costa counties. Approximately 90 percent of the water delivered to the District's customers originates from Pardee Reservoir on the western slope of Sierra Nevada. Raw water is delivered to the East Bay Area through the Mokelumne Aqueducts, three 82 mile long steel aqueduct pipelines, of which 10 miles are elevated above ground on pile supported bents within the Sacramento-San Joaquin Delta. The three aqueducts are at risk of failure within the Delta due to flooding and seismic hazards. Construction of aqueduct interconnections on the eastern and western sides of the Delta completed in 2013 in combination with seismic upgrades to Mokelumne Aqueduct No. 3 completed in 2000 have reduced the vulnerability of the aqueduct system until a long term solution for Delta water transmission can be designed and constructed. However the District is pursuing a long term project with the fundamental project objective of improving the reliability of the water supply conveyance through the Delta against earthquakes and flooding.

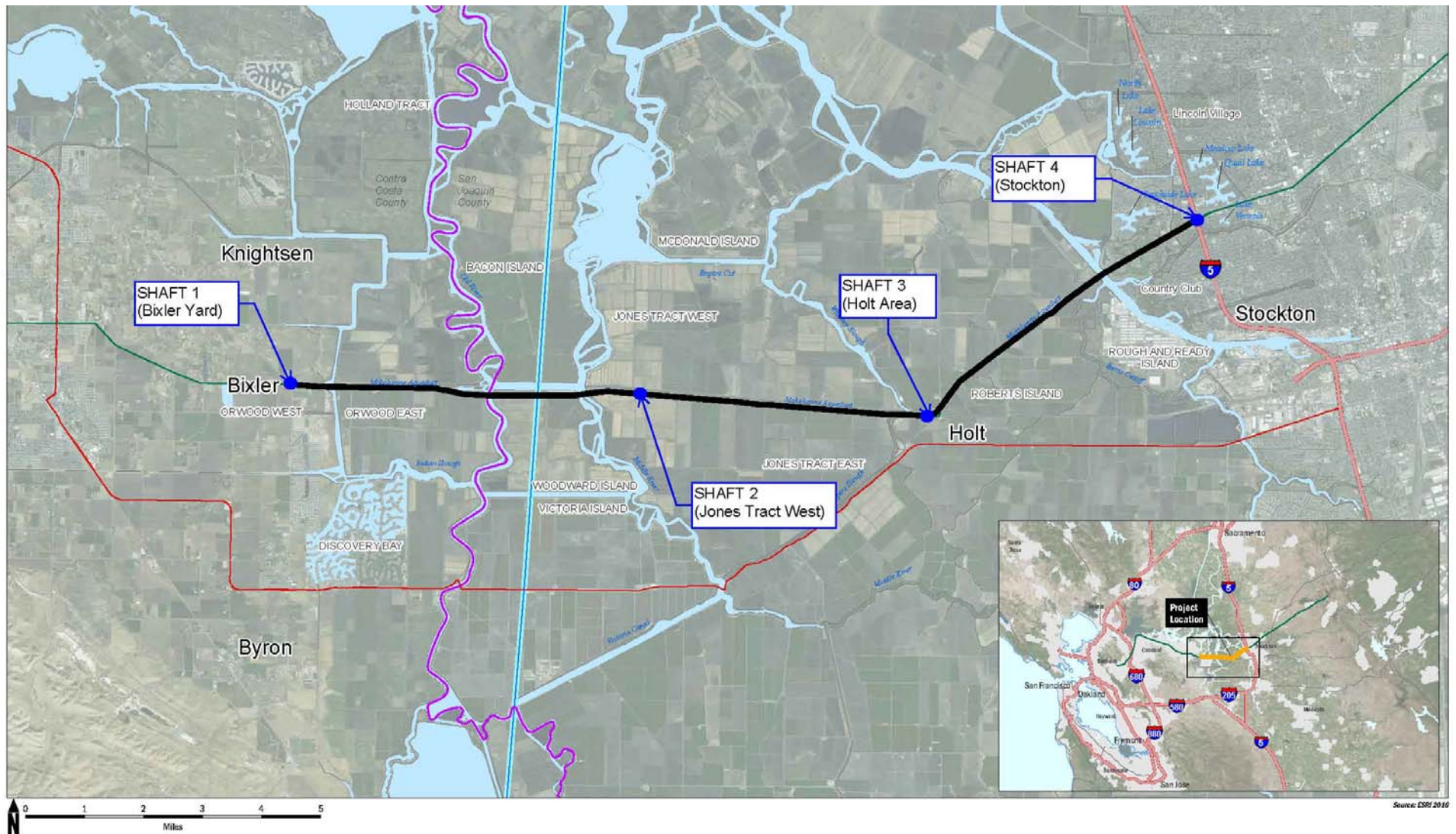
The District completed a study in 2007, the *Strategy for Projecting the Aqueducts in the Delta (SPAD)* which recommended a strategy to secure the District's water supply through the Delta, identified short and long-term alternatives, and evaluated the alternatives based on cost and risk reduction. This study generated four technical memoranda and a summary report. The 2007 SPAD report recommended a tunnel across the Delta as the preferred long-term mitigation for earthquake and flood risks to the aqueducts within the Delta.

Completed by MWH in 2014, the *Mokelumne Aqueduct Delta Tunnel Study* reviewed existing geotechnical data, conducted geotechnical explorations, and developed the conceptual design and vertical alignment for a tunnel to replace the three Mokelumne Aqueducts within the Delta. The proposed Delta Tunnel is envisioned to be approximately 16.5 miles long, beginning west of Interstate 5 and ending at the District's Bixler Maintenance Yard. See Figure 1-1. The conceptual design places the tunnel invert between elevation -70 and -140 feet; however, the vertical profile for the tunnel will be optimized during future design development. The conceptual design, subject to optimization, includes between four (4) to seven (7) shafts positioned along the alignment to facilitate tunnel construction, contract packaging, and to provide future access for operations, maintenance, and repairs. Construction is envisioned to utilize pressurized face tunnel boring machines (TBM) with an approximate 14 foot outside diameter segmental lining for initial support. A second pass will be required to install a 120 inch diameter welded steel carrier pipe and fill the annulus with cellular concrete.

Completed by AECOM in 2019, the *Phase 1 Geotechnical Exploration Program* was conducted to reduce the uncertainties of the subsurface conditions in the Delta in order to analyze observed foundation issues with the existing pile supported aqueducts and support the preliminary design of the proposed Mokelumne Aqueducts Delta Tunnel. Under this extensive program, engineers and geologists reviewed and compiled existing geotechnical data, conducted subsurface explorations, installed geotechnical field instrumentation, conducted a laboratory testing program, prepared a geotechnical data report (GDR), a geotechnical interpretative report (GIR), and a seismicity report. The exploration program conducted soil borings, CPT soundings, geophysical resistivity surveys, and spectral analysis of surface wave (SASW) methods. The results of this program provided detailed insight into geologic conditions, groundwater conditions, engineering properties of the soil materials of the 16.5 mile alignment, seismic hazard levels, seismic design criteria, and liquefaction estimates and form the basis for design of the Delta Tunnel and other alternatives in this project.

This RFP is for planning and engineering services to advance and develop the Delta Tunnel design prior to preparing an Environmental Impact Report (EIR) which will be initiated after this contract under a separate consulting agreement. The deliverables developed under this phase will support the subsequent EIR phase. The EIR will require alternatives analysis and identification of the preferred project. The EIR will also require conceptual design of the preferred project, the Delta Tunnel, to provide more precise definition with regard to location and number of shafts, the tunnel elevations, stockpile locations, haul routes, construction phase activities, and temporary/permanent property acquisitions, at a minimum. The project costs will be more accurately estimated and construction schedule projected. The potential environmental impacts and permitting requirements will be identified and may require special studies such as biological evaluation, habitat mapping, wetland delineation, and review of cultural resources, in order to adequately evaluate the project alternatives.

# Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel



**AECOM**  
EBMUD  
Phase 1 Geotechnical Exploration Program  
DELTA TUNNEL PROJECT

— Proposed Delta Tunnel — WaterFix Tunnels (Approximate) — Existing Aqueducts — County Line

**FIGURE 1-1**  
Project Vicinity Map

B. PROJECT REPORTS AND STUDIES

Exhibit D (Reference Documents) lists relevant documents currently available for Proposers to review. EBMUD will provide 2018 base drawing data in GIS shape file format to the successful proposer after Board award.

C. SCOPE

The scope of work includes providing engineering consulting services to prepare and review project alternatives to the preferred project, the Delta Tunnel, and develop the preferred project to preliminary design level. The deliverables for the project described in Specific Requirements (Section I.E.) will support preparation of an EIR under a future professional services contract.

The District intends to award a 24-month maximum duration contract to the Proposer(s) who best meets the District's requirements.

D. PROPOSER QUALIFICATIONS

1. **Project Manager:**

- a. A minimum of fifteen (15) years of leading role experience in project management.
- b. Strong communication, presentation, interpersonal skills with successful experience with water system operations and maintenance staff, senior utility management, and stakeholders.
- c. A minimum of ten (10) years of experience in large civil infrastructure projects with preference given to tunnel projects with at least one project of comparable total construction cost.
- d. Preference given to proposers with California registration as a professional Civil Engineer.

2. **Lead Geotechnical Engineer:**

- a. A minimum of fifteen (15) years of experience in comparable large infrastructure projects.
- b. Experience in design and construction of tunnels and shafts in soft soil below the groundwater table; pile design and construction; and large diameter pipeline projects.

- c. Experience in a lead role for at least one (1) soft-ground TBM tunneling project.
  - d. California registration as a professional Geotechnical Engineer.
  - e. Experience in managing technical work including non-linear soil structure interaction analysis using finite element/difference methods.
- 3. **Lead Tunnel Engineer:**
  - a. A minimum of fifteen (15) years of experience in tunnel design and construction.
  - b. Experience in a lead role for at least two (2) soft-ground TBM tunneling project below the groundwater table; preference given to projects with bore diameters greater than 15 feet.
  - c. Registration as a professional civil engineer, or equivalent.
- 4. **Environmental/Permitting Leader:**
  - a. A minimum of fifteen (15) years of planning experience and environmental analyses for large infrastructure projects.
  - b. Preference given to proposers with (10) years of experience working on certified CEQA (or equivalent) document, such as EIRs, for similar large infrastructure projects.
  - c. Experience permitting with relevant agencies, such as the US Army Corps of Engineers, Regional Water Quality Control Board, and the California/US Fish and Wildlife Service.
  - d. Experience serving a leadership role for three (3) environmental planning alternatives and conceptual engineering evaluations.
  - e. Experience conducting environmental surveys and analyses (e.g., cultural resources, land use, air and water quality, traffic, etc.).
- 5. **Pipeline Lead:**
  - a. A minimum of fifteen (15) years of experience in large diameter pipelines, piles, and seismic retrofit design.
  - b. Experience in a lead role for at least one (1) pile supported steel pipeline project or similar extended structure.

- c. California registration as a professional Civil Engineer or Structural Engineer.
- d. Experience in performing and managing technical work such as structural analysis of large diameter pipeline, tunnels and shafts.

E. SPECIFIC REQUIREMENTS

**TASK 1 – Maintain and Enhance Existing System**

Background:

In addition to the Delta Tunnel project, the District is considering several large scale construction projects to maintain the Mokelumne Aqueducts system's reliability. Upcoming projects included in the District's Capital Improvement Program (CIP) for the Mokelumne Aqueducts in the Delta are listed below:

- Replace cement mortar lining (CML) for Mokelumne Aqueducts Nos. 2 and 3 (MOK2 and MOK3),
- Temperature anchor and bent replacements for Mokelumne Aqueduct No. 1 (MOK1),
- Replace MOK3 base isolators,
- Seismic reliability analysis of MOK3,
- Upper Jones Tract railroad bridge scour protection.

The District performed detailed condition assessments inside MOK2 and MOK3 and has identified 85 miles of CML replacement to protect the steel pipeline from internal corrosion. The extents of the CML replacement include the 10 miles of above ground pipeline in the Delta for both MOK2 and MOK3 and 65 miles of the below ground MOK2 pipeline. See technical memo in Exhibit D for further background (MWH, 2015).

Within the Delta, the District is monitoring the settlement of the MOK1 temperature anchors and support bents in the Delta which are supported by wooden piles. At the current rates of settlement and observed pipe deflections, the District has a CIP program to replace approximately one temperature anchor, including adjacent bents as needed, every two years. To date, the District has replaced 4 temperature anchors. It is assumed that the remaining original 47 temperature anchors and over 1,700 support bents would need to be replaced in order to keep MOK1 in service over the next 100 years within the Delta. Relevant replacement cost data, reports and drawings will be provided to the Consultant with the successful Proposal.



The MOK3 Seismic Upgrade Project was completed in 2005 to retrofit the MOK3 temperature anchors and support bents. The improvements to 352 support bents for approximately 5 miles east of Bixler, consisted of removal of the original diagonal steel braces in the pipe support and replacement with a lead-rubber seismic isolation bearing (base isolator). Lateral displacement and debonding of many base isolators has been observed by the District. See report in Exhibit D entitled “MOK3 Investigation of Debonded Isolators” (WJE, 2014) for more information. The District has a CIP project to replace all of the base isolators in the Delta.

A seismic upgrade of MOK3 pile supported bents may be needed, based on a preliminary pseudo dynamic analysis using the computer program GROUP by ENSOFT, Inc. (EBMUD 2018). AECOM reviewed the analysis and recommended a more detailed analysis be conducted using finite element/difference approach. See Letter (AECOM 2018) entitled “Review of MOK3 Foundation Analysis”. Hardcopies of the six volumes of design calculations and as-built drawings prepared for the MOK3 Seismic Upgrade Project (CH2M HILL 2003) will be available for review in the office by appointment prior to closing this RFP. Also refer to MOK3 Seismic Upgrade Project, Phase 2, Design Criteria Report and as-built drawings (CH2M HILL 2005) in Exhibit D.

On Upper Jones Tract the pile supported Mokelumne Aqueducts are parallel to the BNSF railroad embankment which divides Upper and Lower Jones tract. The embankment has an opening (a railroad trestle bridge) to allow water to flow between the tracts in the event of flooding. In 2004 the Middle River levee on Upper Jones Tract failed. Flood water on Upper Jones Tract flowed to Lower Jones Tract under the railroad trestle bridge creating a scour hole on Lower Jones Tract 1,000 feet long and 80 feet deep. A similar levee breach event on Lower Jones Tract could scour the earth below the aqueduct pile supports leading to failure of all three aqueducts. The extent of damage would require significant time to repair and cause a major impact to EBMUD water supply. See technical memo for further background (EBMUD, 2005) and ASCE conference paper (Cain, et al, 2009) in Exhibit D.

Specific tasks:

Characterize the activities and costs required to maintain the aqueducts in service for the next 100 years, accounting for the fact that MOK1 and MOK2 have not been seismically retrofitted and the impacts of Delta subsidence, corrosion, geohazards, etc. The 100 year service period corresponds to the 100 year design life criteria of the preferred project, the Delta Tunnel (EBMUD ESP 462.1, 2017). This task shall build on information provided by the District (reference Exhibit D), and will feed into the alternatives analysis conducted under Task 3 for the alternative to maintain and enhance the existing system without building new independent conveyance infrastructure, such as a tunnel. The results of the analysis, design development, design

drawings, and costs estimates shall be summarized in a report entitled “Maintain and Enhance Existing Mokelumne Aqueducts in the Delta”.

1. Review District provided reports and materials of the above listed CIP projects and develop the conceptual design as needed to define the work.
2. Conduct dynamic, non-linear soil structure interaction evaluation and modeling of the MOK3 structure and pile supports including the effects of dynamic loading, soil-structure interaction, pore pressure generation (liquefaction), and other effects. The performance of the existing base isolators between the pile caps and the Aqueduct No. 3 pipelines must also be considered in the analysis. Develop and evaluate conceptual retrofit options for the MOK3 (if necessary), both above and below grade, within the Delta between Stockton and Bixler. Propose evaluation criteria (e.g., constructability, seismic performance level, cost, reliability, etc.) and evaluate options against those criteria. Recommend a seismic retrofit option for MOK3 in the Delta to remain operational under earthquake ground motions with a 10% probability of exceedance in 50 years (i.e. a 500-year return period). The proposed retrofit design should analyze the base isolator system as part of the analysis. Develop a 10% level design for the recommended seismic retrofit project to improve the seismic reliability of MOK3.
3. Conduct hydraulic modeling and scour analysis of the Jones Tract Railroad Bridge under a Lower Jones Tract levee breach scenario for the 100-year flood event. Develop a 10% level design of the Jones Tract Railroad Bridge Scour Protection to protect the Mokelumne Aqueducts.
4. For each of the CIP projects listed above, as well as for the MOK3 seismic retrofit project and Upper Jones Tract railroad bridge scour protection, provide a construction cost estimate (AACE Class 4).

### ***Task 1 Deliverables:***

- Draft and Final Report - Maintain and Enhance Existing Mokelumne Aqueducts in the Delta

### ***Task 1 Meeting:***

- Kickoff Meeting

## **TASK 2 – Potential for Environmental Impacts and Permitting Requirements**

Prior to preparing the Alternatives Analysis Report outlined in Task 3, identify the potential for environmental impacts and permitting requirements associated with the project alternatives. This information will be used to evaluate project alternatives in Task 3 and to assist in refining the preferred project during the Conceptual Engineering

in Task 4. Consultant's research will be based on a minimum, review of relevant EBMUD CEQA documents including the aerial maps, Mokelumne Aqueduct Routine Maintenance Agreement Renewal Project MND (2018) and the Recoat Mokelumne Aqueducts Phase 8 – Slough Crossing MND (2010), the EBMUD's Archaeological Resources GIS Database, and any other readily available studies. A technical report will be prepared to summarize the findings and will include at a minimum:

- The project footprints on aerial maps,
- Identification of known or potentially present special status species,
- Habitat mapping and characterization,
- Reconnaissance level delineation of potentially jurisdictional wetlands and other waters,
- Identification of sensitive receptors for air quality, noise, vibration, and visual resources.

***Task 2 Deliverables:***

- Draft and Final Report - Potential for Environmental Impacts and Permitting Requirements

**TASK 3 – Alternatives Analysis**

The fundamental project objective is to improve the reliability of the water supply conveyance through the Delta against earthquakes and flooding. Prior to initiation of Task 3, the District will provide all project objectives to the Consultant. Prepare an Alternative Analysis Report (AAR) to evaluate alternatives against the project objectives. The alternatives may include design and construction variants for each project alternative (e.g., location and number of shafts, alternative alignments, etc.). The project alternatives that must be evaluated are:

1. Maintain and enhance existing system as defined in Task 1,
2. Delta Tunnel, including design and construction variants such as alternative shaft locations, tunnel alignments, alternative haul routes, etc.,
3. New pipeline within the existing right of way.

Develop the project alternatives to 10% design level drawings with horizontal/vertical alignment and details considering hydraulics, geotechnical ground conditions, constructability, construction costs and operations/maintenance. It is expected that the Consultant will develop the 10% design for the Delta Tunnel and new pipeline using the

data and criteria set forth in the Mokelumne Aqueduct Delta Tunnel Study (MWH, 2014) and the Phase 1 Geotechnical Exploration Program (AECOM, 2019).

The evaluation criteria for the review should quantify the capacity of the alternatives to meet project objectives. To the extent possible, the evaluation metrics should be quantitative (not qualitative). The review may include initial screening of alternatives with fatal flaws and a more detailed evaluation of the feasible alternatives. Each alternative should include a written description, site plan, schedule, and cost. The evaluation of the alternatives shall consider the following:

- Ability to meet the fundamental project objective to improve the reliability of the water supply conveyance through the Delta against earthquakes and flooding,
- Construction risk (to schedule and cost),
- Potential environmental impacts,
- Permitting requirements,
- Property and Right-of-Way requirements,
- Construction costs (AACE Class 4),
- Construction schedules,
- Operation and Maintenance considerations.

Evaluation criteria will be developed by the Consultant, and approved by the District, to identify the alternative that most closely matches the project objectives. The AAR will document the alternatives analysis and evaluation process and results and confirm the preferred project, the Delta Tunnel alternative, for conceptual engineering development in Task 4.

***Task 3 Deliverables:***

- Draft and Final AAR

***Task 3 Meetings:***

- Up to three AAR Presentations to senior District management

## **TASK 4 – Conceptual Engineering**

This task will advance the design of the preferred project established in the AAR and provide a CEQA Project Description in a Conceptual Engineering Report (CER). For the preferred project, prepare the CER to define the basis for the final design and to provide information required for the CEQA environmental review process. The CER will provide preliminary design of the new permanent project features and design criteria for the above and below ground structures, access roads, and utilities. The CER will also identify all construction phase activities.

### **Task 4A - New Permanent Features**

Refine the details of the proposed project components for development of the CEQA Project Description, which will be the basis for CEQA review of the project under a subsequent phase of work. The CEQA Project Description shall reference preliminary engineering designs for all new permanent features proposed as part of the preferred project, the Delta Tunnel, and include the following information for each new permanent feature:

- General description,
- Locations,
- Alignment and size,
- Profile and slope,
- Dimensions,
- Design criteria,
- Construction materials,
- Operation and maintenance considerations,
- Construction methods,
- Drilling and/or pile driving activities,
- TBM selection criteria,
- Anticipated geotechnical conditions and groundwater,
- Property and right-of-way requirements,
- Seismic hazard design,

- Flood protection considerations.

Develop the design for each of the following new permanent features as part of the preferred project:

- Tunnel,
- Precast segmental tunnel liner,
- Carrier pipeline,
- Permanent access shafts,
- Pipeline connections and ancillary facilities,
- Antennae or above ground equipment,
- Drainage features,
- Above ground structures and appurtenances,
- Access roads and parking areas,
- Security fencing and lighting,
- New or relocated utilities,
- Topographic features (e.g. berms), walls, fencing or landscaping,
- Permanent noise generating facilities including sound levels,
- Corrosion protection.

### Task 4B – Construction Activities

The objective of this task is for the Consultant to develop a CEQA Project Description that accurately describes the anticipated construction phase activities but does not unduly constrain the final design phase of the work. Based on the anticipated construction sequence and work breakdown structure for the preferred project, develop descriptions for each major construction activity along with maps showing the location in plan and profile of each activity. Provide the following information for each major construction activity grouping, for each significant construction work site and staging area:

- Construction schedule/duration,

- Construction shafts
- Identify whether additional property rights or public right-of-way encroachments are required for staging or constructing temporary facilities,
- Work hours and workdays,
- Temporary power requirements and other utilities,
- Activities that may require evening, night, or weekend work,
- Equipment type, size, horsepower, and anticipated operating duration per day,
- Facilities or structures that will be demolished,
- Trees or vegetation that will need to be removed,
- Anticipated hazardous materials that may be encountered,
- Quantities of materials and truck trips requiring import or off haul,
- Number of workers and vehicles anticipated for each construction activity phase,
- Location for temporary stockpiles,
- Potential muck disposal sites and disposal requirements,
- Locations and extents of worker, materials, and equipment staging areas,
- Potential haul routes and traffic impacts,
- Groundwater control,
- Estimated groundwater dewatering volumes and location of discharge,
- Anticipated disruption of public recreation areas,
- Location, size and description of temporary discharge water effluent treatment/storage facilities,
- Geotechnical instrumentation and monitoring,
- Constructability considerations.

#### Task 4C – Environmental Considerations

Identify if any construction will occur within or near sensitive habitats or wetlands. Delineate jurisdictional wetlands and other waters for the preferred project. Conduct focused surveys, where appropriate, to refine the preferred project footprint.

Identify existing conditions and document in the CER (Task 4D) for future use in a CEQA document. Under this task, prepare an evaluation of opportunities and constraints associated with project options and variations. Identify and evaluate specific options for project access areas, staging, laydown and disposal sites to develop a robust project description for evaluation in the CEQA document. Also identify mitigation measures for key impact areas including biological and cultural resources.

Develop the potential permitting strategy for the preferred project. List all potential ministerial or discretionary permits from local or regulatory agencies and include activities that trigger permits and the estimated lead time for permitting processes.

#### Task 4D – Conceptual Engineering Report

Prepare a CER that defines the basis for the design and construction phases of the project and provides information required for the environmental review process. The CER also includes specific design criteria to confirm the concept of the project for the final design phase. The CER shall document the findings of Task 4A – New Permanent Features, Task 4B -Construction Activities and Task 4C - Environmental Considerations of the preferred project. The following items shall be included in the CER:

- Project background,
- Assumed conditions,
- Environmental and siting considerations,
- Utilities and infrastructure crossings,
- Permits,
- Operational and functional objectives,
- Preliminary design drawings including basic site layout and/or alignments, hydraulic profiles, general location of equipment and facilities, preliminary structural plans and sections, preliminary mechanical plans and sections, equipment schedules, and electrical site plans,
- Outline of the specifications including a list of technical specification sections and any special conditions necessary for the job,



- Outline of the design criteria, which will form the basis for the final design,
- Construction cost estimates (AACE Level 3),
- Construction methods, sequencing, and schedule.

***Task 4 Deliverables:***

- Draft and Final CER

***Task 4 Meetings:***

- Meet with agencies and utilities, as needed
- Up to Three CER Presentations to senior District management

**TASK 5 – Project Management**

Provide project management services to direct the work and ensure project completion within budget and on schedule including:

- Bi-weekly project management meetings between consultant and District staff,
- Manage project team members and sub-consultants,
- Ensure all Project deliverables undergo quality assurance and quality control (QA/QC) that ensures all draft and final deliverables will include multiple levels of review by the Consultant, including senior technical and quality assurance/control staff,
- Monthly invoicing and status updates,
- Clear and concise project communications and correspondences,
- Scheduling meetings and site visits with clear agendas followed by clear meeting minutes.

***Task 5 Deliverables:***

- Meeting agenda and minutes
- Monthly invoices and monthly progress reports
- All deliverables following QA/QC process

***Task 5 Meetings:***

- Bi-weekly Progress Meetings

**F. DELIVERABLES / REPORTS**

1. Specific deliverables are listed by Task in RFP Section I.E. Specific Requirements.
2. With the exception of the final report, all draft documents will be submitted to EBMUD for a minimum two-week review period in Microsoft Word, and EBMUD edits/comments and the consultant response will be provided using Track Changes and comment boxes.
3. The consultant will prepare an agenda and meeting minutes for all meetings and biweekly phone calls and will distribute minutes within three working days of meetings.
4. The consultant will budget two rounds of EBMUD review for written documents before finalizing documents. The first round will be for EBMUD to provide comments on the document, and the second round will be to ensure EBMUD comments are addressed within the document to EBMUD's satisfaction.
5. Draft and Final Reports will be submitted as follows:
  - a. Five (5) hard copies
  - b. One (1) electronic copy
6. Monthly Progress Reports -One (1) electronic copy and one (1) hardcopy to accompany monthly invoices.

## II. CALENDAR OF EVENTS

The Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel project duration is expected to be about 24 months, beginning February 2020 through February 2022.

EVENT	DATE
RFP Issued	September 9, 2019
Information Meeting	October 21, 2019
Response Due by 4:00 pm	November 8, 2019
Oral Presentations and Interviews	December 10 to 12, 2019
Complete Selection Process	December 20, 2019
Negotiate and Finalize Contract	January 10, 2020
EBMUD Board Approval	February 11, 2020
Anticipated Contract Start Date	February 24, 2019
SCOPE OF WORK	COMPLETION DATES
Task 1 – Maintain and Enhance Existing System	TBD
Task 2 – Potential for Environmental Impacts and Permitting Requirements	TBD
Task 3 – Alternative Analysis	TBD
Task 4 – Conceptual Engineering	TBD
Task 5 – Project Management	On going
Project Completion	February, 2022

**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.

### A. INFORMATION MEETING

The District will lead a **non-mandatory** RFP information meeting on October 21, 2019 at 1:30 pm in the Large Training Room, 2<sup>nd</sup> Floor of the main EBMUD office at 375 11<sup>th</sup> St, Oakland, CA. Parking will **not** be provided. The purpose of the RFP information meeting is to:

1. Provide an opportunity for attendees to ask specific questions about the project, and request RFP clarifications.
2. Allow the District to discuss the scope of the project

3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in an Addendum (if necessary) following the RFP information meeting.

### **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 other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

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

RFP responses will be evaluated according to these Evaluation Criteria:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Proposed Services:</b></p> <ol style="list-style-type: none"> <li>1. Understanding of the Project Confirm, expand and/or detail the tasks outlined in the scope of services of this RFP and provide detailed descriptions of how the Proposer proposes to execute the work to achieve the District's goals.</li> <li>2. Project Approach: <ol style="list-style-type: none"> <li>a. Task specific approach and associated work elements including dependencies on other tasks.</li> <li>b. Tunnel engineering in soft ground.</li> <li>c. CEQA process and environmental analysis</li> </ol> </li> </ol>
<b>B.</b>	<p><b>Key Personnel and Organization Chart:</b></p> <ol style="list-style-type: none"> <li>1. Project Team Qualifications: <ol style="list-style-type: none"> <li>a. Relevant tunnel project experience</li> <li>b. Relevant geotechnical experience in the Delta</li> <li>c. Demonstrated capability on similar projects</li> <li>d. Depth and breadth of experience</li> <li>e. Involvement and time commitment of key personnel</li> <li>f. Minimum qualifications outlined in Section I.D.</li> </ol> </li> <li>2. Project Team Organization: Proposer should provide an Organizational Chart that illustrates the team structure.</li> </ol>
<b>C.</b>	<p><b>Implementation Plan and Schedule:</b></p> <p>The Proposer should provide a CPM schedule presented as a Gantt chart of all the tasks and subtasks including sequence, duration, dependencies, milestones and deliverables dates.</p>
<b>D.</b>	<p><b>Level of Effort:</b></p> <p>An evaluation will be made of the proposed level of effort in various areas, as to whether it is appropriate to the project needs. The proposals will <u>not</u> be scored taking the lowest cost into consideration.</p>
<b>E.</b>	<p><b>Contract Equity Program:</b></p> <p>Proposer may be eligible for SBE 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.</p>
<b>F.</b>	<p><b>References:</b></p> <p>The score for reference checks may only be used for shortlisted proposals. (See Exhibit A – RFP Response Packet)</p>

Based on the evaluation results of the written proposals, the District intends to develop a shortlist of Proposers to be invited to an oral presentation and interview before the DSC as part of the selection process. The Oral Presentation and Interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response and will be scored separately from the written proposals. The total score from the written proposal and the oral presentation and interview will be used to select the Proposer.

C. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.

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 shall notify 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 QUESTIONS:**

Attn: Marshall McLeod, PE  
EBMUD Pipeline Infrastructure Division  
E-Mail: marshall.mcleod@ebmud.com  
PHONE: (510) 287-1078

**FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:**

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

**AFTER AWARD:**

Attn: Marshall McLeod, PE  
EBMUD Pipeline Infrastructure Division  
E-Mail: marshall.mcleod@ebmud.com  
PHONE: (510) 287-1078

##### **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:

Marshall McLeod  
East Bay Municipal Utility District  
Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel  
RFP No. 534-19-03  
EBMUD—Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Marshall McLeod  
East Bay Municipal Utility District  
Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel  
RFP No. 534-19-03  
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. Submit five (5) additional complete hard copy RFP responses.

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 scanned image 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 through D, 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 No 534-19-03 - Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel**

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, FIVE (5) COPIES, 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.**
- **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 TOTAL.**
- **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.
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 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 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):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> 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 Proposal Form(s), in spreadsheet format, similar to the Standard Consulting Agreement Exhibit B-1 Cost Distribution and Exhibit B-2 Labor Distribution tables included in EXHIBIT D of this RFP. 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.

Award will be based on qualifications, not cost. See RFP Section III.B for evaluation criteria.





## 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. **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. The description shall demonstrate understanding of the project and outline a clear approach to achieving the project goals. 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.
3. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the services and final deliverables.
4. **Key Personnel and Organization Chart:** In addition to the minimum qualifications presented in RFP Section I.C, RFP response shall include a complete list of all key personnel associated with the RFP. Provide a one (1) page chart showing how you would organize the project, key personnel (indicate discipline, function, firm name), and reporting structure. For each person on the list, the following minimum information shall be included with their resumes:
  - (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

5. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - Proposers must verify the contact information for all references provided is current and valid.
  - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
- (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

6. **Cost Proposal:** See Page 5 of Exhibit A.

7. **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.

8. **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.**

9. **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 No 534-19-03 - Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of five (5) 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 No 534-19-03 - Planning and Engineering Services for the Mokelumne Aqueducts Delta Tunnel

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 Program 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.

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:

### INDEMNIFICATION AND INSURANCE

#### A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the 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 GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

#### B. 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.

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 GENERAL OR PROFESSIONAL SERVICE PROVIDER.

C. 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. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

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.

E Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Professional 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 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.





# **EXHIBIT C**

## **STANDARD CONSULTING AGREEMENT**

*(Standard Consulting Agreement for  
Contracts Greater than \$80,000 - Revised 8/1/19)  
(Note: Reference District Procedure No. 451)*

**CONSULTING AND PROFESSIONAL  
SERVICES 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

***IF OVER \$80,000:***

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

***-OR- IF BETWEEN \$30,000 AND \$80,000:***

WHEREAS, DISTRICT has authorized the contract by approval of the General Manager.

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.

*(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**

***(Insurance criteria may vary – refer to the Risk Management Section Guidelines. Contact the Risk Management Section for copy of latest version.)***  
***(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)***

***(FOR DESIGN PROFESSIONAL CONTRACTS ( ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE 7.1 BELOW:***

**7.1     Indemnification**

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

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

***(OR if contract is NOT with a design professional (engineers, architects, landscape architects, land surveyors or their firms) USE THIS PARAGRAPH 7.1 INSTEAD:***

**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.

**7.2     *(For construction management support Agreements only)***

CONSULTANT shall perform part of the work at sites where the DISTRICT's facilities are to be constructed, and which may contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees. CONSULTANT shall designate in writing to DISTRICT the field employee who is responsible for the health and safety of its employees. The responsible employee shall have experience and knowledge of all Federal, State and local health and safety regulation requirements. All CONSULTANT personnel on construction sites shall have received all OSHA required health and safety training.

**7.3     *(For construction management support Agreements only)***

In the event that any hazardous materials are encountered during the services provided by CONSULTANT or the work undertaken by construction contractors, DISTRICT shall sign any and all manifests relating to the generation, treatment, disposal or storage of all wastes associated with the work. Additionally, nothing contained in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, storer, treater, transporter, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or

within any state statute of similar effect governing the generation, storage, treatment, transportation, or disposal of wastes.

7.4 ***(For construction management support Agreements only - include only if design consultant and CM consultant are not the same)***

It is agreed and understood by CONSULTANT and DISTRICT that the design services have been completed by ***(design consultant's name)*** and therefore, CONSULTANT did not undertake any design activity or have design responsibility of the facilities to be constructed prior to execution of 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. *(see*

[Certificate of General and Auto Liability Insurance 8-11.doc](#)

[Certification of Professional Liability Ins.doc](#)

[Certification of Workers Comp Insurance 3-26-10.doc](#)

[Certificate of Pollution Liability Insurance 8-23-11.doc](#)

***print out for consultant's use)***

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.

7.6 **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.

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 Errors and Omissions or Pollution Coverage is written on a claims-made form, the following shall apply:

- a. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
- b. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
- c. 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 (*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.

*(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)

Rev. 8/1/19

## **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.

***(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "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, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, 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. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")***

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. *(Optional Insert – include this paragraph 2.9 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*
- 2.9.1 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			Indirect			Sub. #1		Sub. #2		Profes-	
	Project	Project					Project	Assist.	Project	Assist.		
Salary Rate (\$/hr.)	Manager	Engineer	Drafting		Costs	ODCs*	Eng.	Eng.	Eng.	Eng.	Total	sional
<u>Services</u>	(****)	(****)	(****)	Total			(****)	(****)	(****)	(****)	Cost	Fee**
							Cost					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		Drafting	Subtotal	Sub. #1			Sub. #2			Total
	<u>Manager</u>	<u>Engineer</u>			<u>Project Eng.</u>	<u>Assist. Eng.</u>	<u>Subtotal</u>	<u>Project Eng.</u>	<u>Assist. Eng.</u>	<u>Subtotal</u>	
<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>
<i>(Name of Subconsultant's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
<i>(Name of Subconsultant's firm)</i>	<i>\$(dollars)</i>	<i>(1 to 99)</i>
TOTAL	<i>\$(dollars)</i>	<i>(1 to 99)</i>

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

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





## EXHIBIT D

### REFERENCE DOCUMENTS

The existing studies, reports and geotechnical data, among others, listed below shall be utilized by successful proposer to execute the work.

1. The following documents are currently available for Proposers to review in electronic (PDF) format at the District website:

<https://www.ebmud.com/business-center/requests-proposal-rfps/>

Cain W., et al. *Strategy for Protecting Aqueducts in the Sacramento-San Joaquin Delta*. ASCE Pipelines Conference. 2009

EBMUD. *Strategy for Protecting the Aqueducts in the Delta, Summary Report (Final)*. October 7, 2007.

MWH. *Mokelumne Aqueduct Delta Tunnel Study, Technical Memorandum No.1, Preliminary Geologic Characterization*. August 4, 2014.

MWH. *Mokelumne Aqueduct Delta Tunnel Study, Technical Memorandum No.2, Conceptual Design*. December 8, 2014.

MWH. *Mokelumne Aqueduct Delta Tunnel Study, Technical Memorandum No.5, Buried Pipeline Alternative*. March 17, 2015.

2. The following documents are currently available for Proposers to review in hardcopy format the EBMUD Pipeline Infrastructure Division Office, Fifth Floor, 375 11th Street, Oakland. Contact Ammie Stobaugh at (510) 287-1175 ([ammie.stobaugh@ebmud.com](mailto:ammie.stobaugh@ebmud.com)) or Veronica Muhanoff at (510) 287-1068 ([veronica.muhanoff@ebmud.com](mailto:veronica.muhanoff@ebmud.com)) to schedule an appointment to review the documents below. Appointments can be made between September 16 and November 1, 2019, hours 9:00am to 4:00pm. Copy machine will be made available.

AECOM. *Geotechnical Data Report (GDR) - Phase 1 Geotechnical Exploration Program, Delta Tunnel Project*. April, 2019

AECOM. *Geotechnical Interpretive Report (GIR) - Phase 1 Geotechnical Exploration Program, Delta Tunnel Project*. April, 2019

AECOM. *Review of Aqueduct No. 3 Foundation Analyses*. Letter dated March 29, 2018

AECOM. *Seismic Hazard and Site Response Analyses - Phase 1 Geotechnical Exploration Program, Delta Tunnel Project*. April, 2019.

CH2M HILL. *MOK3 Seismic Upgrade Project, Design Calculations* (6 Volumes). 2003.

CH2M HILL. *MOK3 Seismic Upgrade Project, Phase 2, Design Criteria Report*. 2005.

EBMUD. *Engineering Standard Practice (ESP) 462.1. Average Useful Life of Water Facilities*. 2017.

EBMUD. *MOK3 Seismic Upgrade Project, Specification 1732*. As-built Drawings. 2003.

EBMUD. *MOK3 Seismic Upgrade Project, Specification 1801A*. As-built Drawings. 2003.

EBMUD. *MOK3 Stability Re-Evaluation*. Presentation, March 2018.

EBMUD. *Raw Water Master Plan*. 2014.

EBMUD. *Strategy for Protecting the Aqueducts in the Delta, Technical Memorandum No.1 – Alternative Identification (Draft)*. July 3, 2007.

EBMUD. *Strategy for Protecting the Aqueducts in the Delta, Technical Memorandum No.2 – Preliminary Cost Estimates (Draft)*. July 25, 2007.

EBMUD. *Strategy for Protecting the Aqueducts in the Delta, Technical Memorandum No.3 – Risk Evaluation (Draft)*. August 31, 2007.

EBMUD. *Strategy for Protecting the Aqueducts in the Delta, Technical Memorandum No.4 – Acceptable Risk Determination (Draft)*. August 31, 2007.

EBMUD. *Third Mokelumne Aqueduct*. As-built Drawings. 1968.

EBMUD. *Velocity Barrier to Protect Aqueducts from Future Flood*. Engineering Support Request. 2005.

MWH. *Mokelumne Aqueducts Corrosion Optimization Study, Technical Memorandum – Task 2.1, Develop Alternatives for Lining and Treatment Changes*. January, 2015.

Wiss, Janney, Elstner Associates, Inc. (WJE). *Mokelumne Aqueduct No. 3, Investigation of Debonded Isolators*. 2014.