

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

Water Loss Control Master Plan (RFP No. 790-19-03)

Contact Person: Casey LeBlanc, Senior Civil Engineer

Phone Number: (510) 287-0567

E-mail Address: casey.leblanc@ebmud.com

For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective proposers 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

Friday, November 8, 2019

at

EBMUD, Purchasing Division

375 Eleventh St., First Floor

Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSALS FOR WATER LOSS CONTROL MASTER PLAN

TABLE OF CONTENTS

| | | |
|-------------|------------------------------------------------------------------|-----------|
| I. | STATEMENT OF WORK | 3 |
| A. | SCOPE | 3 |
| B. | CONSULTANT QUALIFICATIONS..... | 3 |
| C. | SPECIFIC REQUIREMENTS | 6 |
| II. | CALENDAR OF EVENTS | 13 |
| III. | DISTRICT PROCEDURES, TERMS, AND CONDITIONS | 13 |
| A. | RFP ACCEPTANCE AND AWARD | 13 |
| B. | EVALUATION CRITERIA/SELECTION COMMITTEE | 14 |
| C. | PRICING | 16 |
| D. | NOTICE OF INTENT TO AWARD AND PROTESTS..... | 16 |
| E. | INVOICING | 17 |
| IV. | RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION | 18 |
| A. | DISTRICT CONTACTS | 18 |
| B. | SUBMITTAL OF RFP RESPONSE | 18 |
| C. | RESPONSE FORMAT | 20 |

ATTACHMENTS

EXHIBIT A - RFP RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D - MASTER PLAN RELATED TOPICS

EXHIBIT E - INSURANCE FORMS

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe a 15-year water loss control master plan consistent with California Senate Bill 555 (SB 555), Water Loss Management.

East Bay Municipal Utility District (District) intends to award a five-year contract to the Proposer(s) who best meets the District's requirements. An overview of the project's schedule is given below in Figure 1.

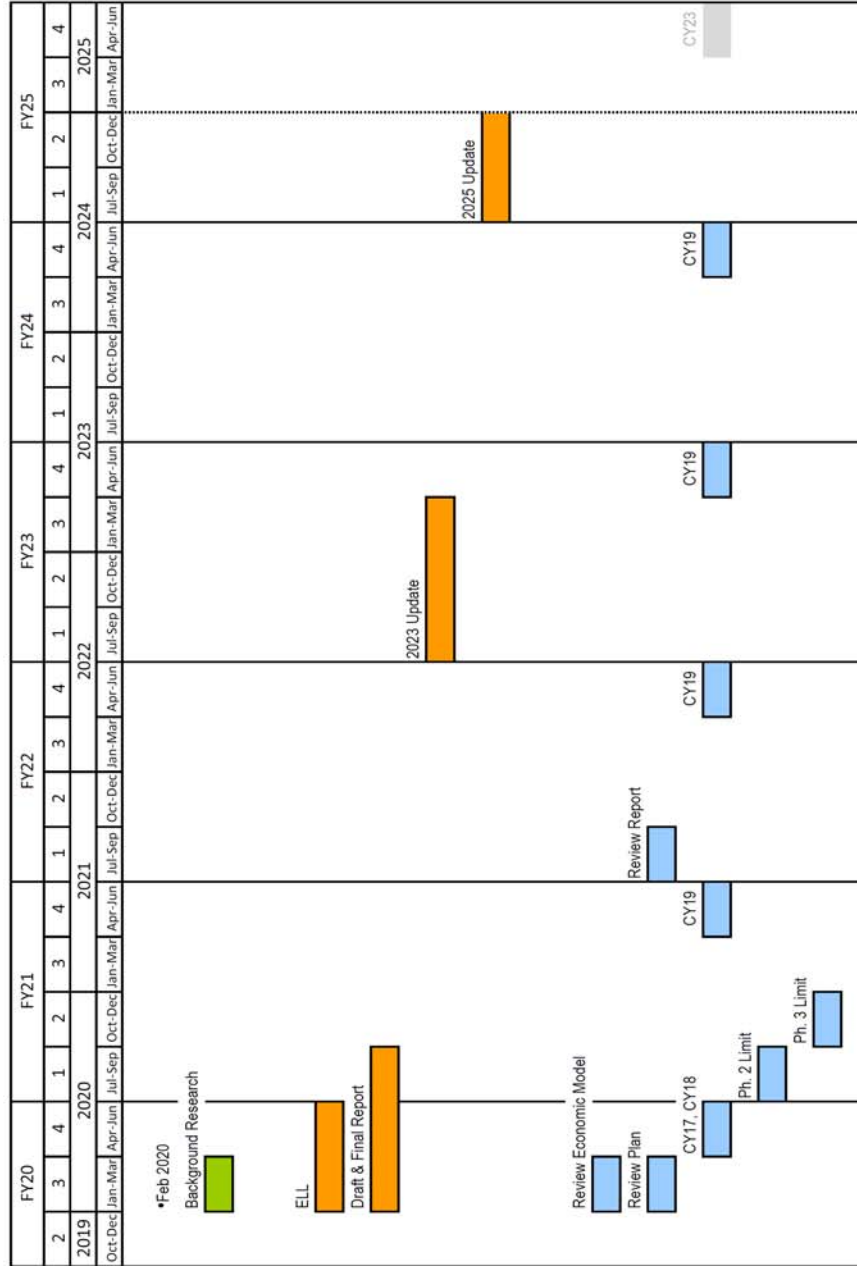
B. CONSULTANT QUALIFICATIONS

1. Consultant Minimum Qualifications

- a. Consultant shall have been regularly engaged in the business of providing water loss control consulting for at least ten (10) years.
- b. At least one of the Consultant's proposed team members for this RFP shall be a certified water audit validator. Certification shall be from the California-Nevada Section of the American Water Works Association.
- c. Possession of an Envision Sustainability Professional credential from the Institute of Sustainable Infrastructure by at least one member of the consultant's team is desirable but not required.
- d. The Consultant shall provide a minimum of the following personnel on the Project.
 - (1) Project Manager. The Project Manager shall be responsible for performing all duties required to managing the work specified in this RFP.
 - (2) The Project Manager shall possess the following minimum qualifications:
 - (a) Preparation of water loss control master plans for at least three (3) utilities whose sizes are medium to large.
 - (b) Experience with coordinating the work of staff from multiple engineering disciplines, other non-engineering job classifications, consulting firms, and stakeholders
 - (3) Project Engineer. The Project Engineer shall possess the following minimum qualifications.

- (a) Two (2) years of verifiable water loss control consulting services
 - (b) Experience with analyzing water utility data, knowledge of water loss control strategies of AWWA M36, experience with preparing technical reports related to water loss control.
- e. Consultant shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

Figure 1. Overview of Scope of Work and Schedule



Issue Notice to Proceed

Task 1: Background Research

Task 2: Water Loss Control Master Plan

1. Calculate District's Economic Level of Leakage (ELL)

2. Complete 2020 Master Plan

3. Complete 2023 Master Plan Update

4. Complete 2025 Master Plan Update

Task 3: Senate Bill 555 Support (Optional Tasks)

1. Review SWRCB's Economic Model

2. Review District's Pressure Monitoring System

3. Review Leakage Component Analyses

4. Review "Allowable Water Loss Volume for Phase 2"

5. Review "Allowable Water Loss Volume for Phase 3"

c. SPECIFIC REQUIREMENTS

1. General

- a. Proposers shall base their proposals on the tasks and requirements given below. The selected proposer shall be required to complete the tasks and meet the requirements given below.
- b. Meetings and Workshops: The Consultant shall meet the following requirements for each meeting and workshop specified in the RFP excluding the biweekly conference calls.
 - (1) The Consultant's team shall be physically present at District's administration building (375 11th St, Oakland, CA 94607) for each meeting and workshop excluding bi-weekly conference calls.
 - (2) The Consultant shall prepare and submit the agenda to the District's project manager at least three business days prior to the meeting or workshop.
 - (3) The Consultant shall lead each meeting and workshop.
 - (4) The Consultant shall take notes during the meetings and workshops including the items decided and action items. The Consultant shall submit an electronic version of the minutes from the meeting or workshop to the District's project manager no later than five business days after the meeting or workshop.
 - (5) In addition to the workshops specified below, the Consultant shall include budget for 10 in-person meetings during the contract period.
- c. Bi-weekly Conference Calls: The Consultant shall include budget for 20 bi-weekly conference calls with the District's project manager during the contract period. Each conference call will be 30 minutes in duration.
- d. Invoicing: The Consultant shall submit monthly reports documenting the status of the project. The work completed shall be stated as a percent of the overall scope of work. The monthly reports shall accompany the monthly invoices.

2. Task 1: Background Research

- a. The Consultant shall review the District's existing water loss control activities and include a summary of the existing activities in the water loss control master plan. The summary shall document the District's level of

effort within each of the existing water loss control activities listed below and compare these efforts to other similarly-sized US water utilities.

- (1) Apparent Losses
 - (a) Meter replacement
 - i. Small (5/8" to 1")
 - ii. Medium (1-1/2" and 2")
 - iii. Large (≥ 3 ")
 - (b) Meter testing
 - i. New meters
 - Small (5/8" to 1")
 - Medium (1-1/2" and 2")
 - Large (≥ 3 ")
 - ii. Existing meters
 - Small (5/8" to 1")
 - Medium (1-1/2" and 2")
 - Large (≥ 3 ")
 - (c) Meter reading to billing process
- (2) Real Losses
 - (a) Active leak detection
 - i. Automated acoustic leak detection
 - Distribution mains (≤ 16 ")
 - Transmission mains (> 16 ")
 - ii. Manual acoustic leak detection
 - iii. Satellite leak detection
 - iv. District metered areas
 - (b) Pressure management
 - i. Pressure reduction
 - ii. Pressure stabilization
 - (c) Speed and quality of repairs
 - i. Number of repair crews
 - ii. Technology used by repair crews
 - iii. Prioritization of reported leaks
 - iv. Pipeline training academy
 - (d) Infrastructure management
 - i. Pipeline replacement
 - Replacement rates
 - Pipeline selection methods
 - ii. Corrosion control

- b. The Consultant shall review the District's annual water audits from 2003 to 2018. The Consultant shall summarize the District's water losses and

compare the District's water losses to other similarly-sized US water utilities.

3. Task 2: Water Loss Control Master Plan

a. The Consultant shall prepare a water loss control master plan report that includes District-specific recommendations to reduce water loss to the values related to the following scenarios:

- (1) SB 555 volumetric performance standards for 2027 and 2035
- (2) Economic Level of Leakage (ELL) calculated by the Consultant

b. The master plan shall include the recommended resources (i.e., staff and budget) for each of the water loss control activities listed in Task 1 as well as addressing the subjects included in Exhibit D – Master Plan Related Topics.

c. The master plan shall include chapters related to the following topics adapted from Water Research Foundation Project No. 4695, Guidance on Implementing an Effective Water Loss Control Plan (WRF, 2019):

- (1) District's existing water loss performance including present expenditures (Task 1). In addition, perform a quadrant analysis of the District's real losses from the District's water audits and Leakage Component Analyses.
- (2) Validity of the District's water loss data including an evaluation based on the International Water Association's (IWA) statistical uncertainty analysis (Alegre et al., 2016)
- (3) District's Economic Level of Leakage (ELL) calculated by the Consultant

Deliverable: A separate report of this calculation is required prior to completion of the water loss control master plan. The Consultant shall calculate and provide a report of the District's ELL by 5/29/20. The report shall include all assumptions and values.

- (4) Regulatory water loss control requirements and other considerations
- (5) Recommended water loss control activities and their relative proportions for the scenarios given in Paragraph C.3.a including any additional staff and any new staff classifications required to execute the recommended water loss control activities.

- (6) Methods to monitor progress towards performance targets
- d. Deliverable – Draft Master Plan: Submit a complete draft report of the 2020 master plan by 6/23/20 or 14 calendar days before Workshop No. 2, whichever is earlier. The draft 2020 master plan shall be submitted in electronic (PDF and Microsoft Word files) and hardcopy (10 bound copies) format to the District’s project manager by the deadline given above.
- e. Deliverable – Revised Draft Master Plan: Submit a complete revised draft report of the 2020 master plan by 8/3/20 or 14 calendar days before Workshop No. 3, whichever is earlier. The revised draft 2020 master plan shall be submitted in electronic (PDF and Microsoft Word files) and hardcopy (10 bound copies) format to the District’s project manager by the deadline given above.
- f. Deliverable – Final Master Plan: Submit a complete final report of the 2020 master plan by 9/14/20. The final 2020 master plan shall be submitted in electronic (PDF and Microsoft Word files) and hardcopy (10 bound copies) format to the District’s project manager by the deadline given above.
- g. Workshops:
 - (1) Workshop No. 1
 - (a) The agenda of Workshop No. 1, the kickoff workshop, shall include an overview of the scope of work, the organization of the Consultant’s team (i.e., Org Chart), schedule of the project, and data needed from the District to complete the master plan. Workshop No. 1 shall be held within 21 calendar days of the Notice to Proceed.
 - (2) Workshop No. 2
 - (a) The Consultant’s team shall lead a half-day (4 hour) workshop to review the draft master plan and receive the District’s comments. Workshop No. 2 shall be held by 7/6/20. The District will provide its written comments to the Consultant within 14 calendar days after Workshop No. 2. The Consultant’s revised draft master plan shall address the District’s comments provided at the workshop and submitted in writing.
 - (3) Workshop No. 3

- (a) The Consultant's team shall lead a half-day (4 hour) workshop to review the highlights of the revised draft master plan and receive the District's comments. Workshop No. 3 shall be held by 8/17/20. The District will provide its written comments to the Consultant within 14 calendar days after Workshop No. 3. The Consultant's final master plan shall address the District's comments provided at the workshop and submitted in writing.
 - h. Complete 2023 Master Plan Update
 - (1) Evaluate the District's actual water loss performance with respect to the categories given in Task 1 since the 2020 master plan. The District's actual performance shall be compared with the projected performance included the 2020 master plan.
 - (2) Deliverable: Submit a final report that addressed District comments, referred to here as the 2023 master plan update, that includes a summary of the District's actual water loss control performance since the 2020 master plan and any recommendations for changes to the 2020 master plan by 3/31/23.
 - i. Complete 2025 Master Plan Update
 - (1) Evaluate the District's actual water loss performance with respect to the categories given in Task 1 since the 2023 master plan update. The District's actual performance shall be compared with the projected performance included the 2020 master plan and 2023 master plan update.
 - (2) Deliverable: Submit a final report that addressed District comments, referred to here as the 2025 master plan update, that includes a summary of the District's actual water loss control performance since the 2023 master plan update and any recommendations for changes to the previous master plan documents by 12/31/24.
- 4. Task 3: Senate Bill 555 Support (Optional Tasks)
 - a. California Senate Bill 555 (SB 555), Water Loss Management, was passed in 2015 and requires water utilities to meet future volumetric water loss performance standards. The Consultant shall perform following activities related to SB 555.
 - (1) Review State Water Resource Control Board's economic model

- (a) Deliverable: Review the economic model proposed by the State Water Resource Control Board (SWRCB) for appropriateness. Identify any deviations from standard practices related to ELL calculations. By 3/31/20, submit a comprehensive report with recommendations of any improvements required for the SWRCB's economic model to conform to standard practices for calculating ELL.
- (2) Review the District's pressure monitoring system
 - (a) Deliverable: Submit a two-page or less written evaluation of the District's proposed pressure monitoring plan and any recommended changes by 3/25/20.
 - (b) Deliverable: Review the District's report of pressure monitoring survey and provide written comments, two pages or less, by 7/30/21.
- (3) Review Leakage Component Analyses (LCAs)
 - (a) Review the "Pre-SB 555 LCAs" listed below and advise the District in its collection and analysis data for real losses.
 - (b) Interpret component analysis results for future leak management.
 - (c) Recommend improvements to component analysis data collection and management
 - (d) Deliverable: For each LCA, submit a two-page or less written evaluation of the LCAs data collection, results, and recommendations for improving preparation of subsequent LCAs. State if the LCA was prepared according WRF #4372a methods. The evaluation shall be submitted within 30 calendar days of the District's submittal of the LCA to the Consultant. Assume the LCAs are provided for the Consultant's review by March 31 each year.
 - i. Pre-SB 555 LCAs
 - a. CY 2017
 - b. CY 2018
 - c. CY 2019
 - (e) Review the "SB 555 Required LCAs" listed below for adherence to WRF #4372a methods.

- (f) Deliverable: For each LCA, submit a two-page or less written evaluation of the LCAs and determine if the LCAs were prepared according the WRF #4372a methods. The evaluation shall be submitted within 30 calendar days of the District's submittal of the LCA to the Consultant. Assume the LCAs are provided for the Consultant's review by March 31 each year.
 - i. SB 555 Required LCAs
 - a. CY 2020
 - b. CY 2021
 - c. CY 2022

- (4) Review District's "Allowable Water Loss Volume for Phase 2" related to SB 555
 - i. Deliverable: By 9/30/20, submit a two-page or less written evaluation of the District's value calculated by the SWRCB and its relationship to the District's value of ELL calculated by the Consultant in Task 2.

- (5) Review District's "Allowable Water Loss Volume for Phase 3" related to SB 555
 - i. Deliverable: By 12/31/20, submit a two-page or less written evaluation of the District's value calculated by the SWRCB and its relationship to the District's value of ELL calculated by the Consultant in Task 2.

II. CALENDAR OF EVENTS

| EVENT | DATE/LOCATION |
|---------------------------------------------------------------|-------------------------------|
| RFP Issued | October 14, 2019 |
| Response Due | November 8, 2019 by 4:00 p.m. |
| Proposal Evaluations including possible Consultant interviews | November – December 2019 |
| Notice of Selection | December 17, 2019 |
| Contract Preparation | December 2019 – February 2020 |
| Board Award | February 11, 2020 |
| Notice to Proceed | February 12, 2020 |
| Contract End Date | December 31, 2024 |

Note: All dates are subject to change.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple 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 others (e.g., accept some optional tasks but reject other optional tasks) unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

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

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

The Evaluation Criteria are as follows:

| | Evaluation Criteria |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. | <p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals of the Proposer’s team have experience on similar projects? 2. Is the résumé of each person of the Proposer’s team complete and does it demonstrate a background that would be desirable for an individual engaged in the work of this RFP? 3. How extensive are the applicable experience, education, and credentials of the personnel designated to work on the project? |

| | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>B.</p> | <p>Approach: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of work of the project including its deliverables? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the schedule of the RFP and can meet it? <ol style="list-style-type: none"> a. An evaluation will be made of the likelihood that the Proposer’s schedule will meet the District’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule. |
| <p>C.</p> | <p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer’s total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer’s effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p> |
| <p>D.</p> | <p>Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p> |
| <p>E.</p> | <p>References (See Exhibit A – RFP Response Packet): If a short list process is used during proposal evaluations, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p> |

| | |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F. | <p>Oral Presentation and Interview (If Required): The oral presentation and interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p> |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

C. PRICING

1. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

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

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

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

Protests must be mailed 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 proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

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

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon receipt of satisfactory supporting information of the work completed.
2. The District will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.

4. The District will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Casey LeBlanc, Senior Civil Engineer
EBMUD Operations and Maintenance Support Department
E-Mail: casey.leblanc@ebmud.com
PHONE: (510) 287-0567

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Casey LeBlanc, Senior Civil Engineer
EBMUD Operations and Maintenance Support Department
E-Mail: casey.leblanc@ebmud.com
PHONE: (510) 287-0567

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Water Loss Control Master Plan (RFP No. 790-19-03)
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Water Loss Control Master Plan (RFP No. 790-19-03)
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.
6. In addition, Consultant shall submit two (2) hardcopies of the proposal. Original signatures are not required on the two additional hardcopies.
7. Proposers shall also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an exact copy of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
8. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
9. 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.

10. 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.
11. 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.
12. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, and 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 For Water Loss Control Master Plan (RFP No. 790-19-03)

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, TWO (2) COPIES, AND ONE (1) ELECTRONIC COPY (in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE.**



PROPOSER INFORMATION AND ACCEPTANCE

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

| Addendum # | Date |
|------------|------|
| | |
| | |
| | |
| | |
| | |

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

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

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

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

The District may elect to award a contract for all tasks of this RFP or a combination of tasks (e.g., award some optional tasks but reject other optional tasks or award no optional tasks).

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|------------------------|-----------------------------------|-----------------|--------------------|-----------|---------------|
| Required Tasks 1 and 2 | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Tasks 1 and 2 | | | | \$ |

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|--------------------------------------------|--------------------------------|-----------------|--------------------|-----------|---------------|
| Optional Task 3.(1) - SWRCB Economic Model | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Task 3.(1) | | | | \$ |

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|--------------------------------------------------|--------------------------------|-----------------|--------------------|-----------|---------------|
| Optional Task 3.(2) - Pressure Monitoring System | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Task 3.(2) | | | | \$ |

(Continued on Next Page)



| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|----------------------------|--------------------------------|-----------------|--------------------|-----------|---------------|
| Optional Task 3.(3) - LCAs | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Task 3.(3) | | | | \$ |

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|-------------------------------------|--------------------------------|-----------------|--------------------|-----------|---------------|
| Optional Task 3.(4) - Phase 2 Limit | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Task 3.(4) | | | | \$ |

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|-------------------------------------|--------------------------------|-----------------|--------------------|-----------|---------------|
| Optional Task 3.(5) - Phase 3 Limit | Project Manager | hour | | \$ | \$ |
| | Project Engineer | hour | | \$ | \$ |
| | TOTAL COST - Task 3.(5) | | | | \$ |



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 two (2) pages in length and should be easily understood.
2. **Description of the Proposed Services**: RFP response shall include a description of the services to be provided during the contract term. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer’s and District personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
3. **Key Personnel**: The RFP response shall include a complete list of all personnel who will provide services to the District in response to this RFP. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience including the number of years of experience, certifications, and/or merits
4. **Experience and Relevant Projects**: The Proposer shall submit information demonstrating that the Proposer meets the Proposer Qualifications of this RFP. The Proposer shall include the information given below.
 - (a) Years of water loss control consulting experience by the Proposer, Proposer’s principal, or Proposer’s staff
 - (b) Relevant project names and summaries of the projects’ scopes of work

- (c) Consultant’s roles and responsibilities in the projects
 - (d) Consultant personnel associated with the projects
 - (e) Client names. Client contact information shall be included in the References form of this RFP.
 - (f) Dates when the projects were performed (i.e. start and end dates)
5. **Schedule**: The RFP response shall include the Proposer’s detailed schedule that demonstrates how the Proposer will meet the deliverable milestones of this RFP. The schedule shall address required tasks (Task 1 and 2) as well as optional tasks (Task 3).
6. **Level of Effort**: For each subtask of the tasks of this RFP (i.e. required and optional tasks), provide an estimated level of effort for all staff involved. In spreadsheet format, show estimated labor hours, billing rate for Proposer’s staff and any sub-consultants.
7. **Sustainability Statement**: Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their subcontractors or 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. **References**: Reference information will be used to determine if the Proposer’s experience meets the Proposer’s Qualifications of this RFP.
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) Proposers shall verify that the contact information for all references provided is current and valid.
 - (c) Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain the reference’s perspective.
 - (d) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
9. **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.**

10. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP For Water Loss Control Master Plan (RFP No. 790-19-03)

Proposer Name: _____

Proposer must provide a minimum of three references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For Water Loss Control Master Plan (RFP No. 790-19-03)

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. | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

INSURANCE

A. Insurance Requirements

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 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 PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

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. PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

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

C. Professional Liability Insurance (Errors and Omissions)

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, CONSULTANT must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

D. Commercial General Liability Insurance

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 PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, 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. 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 explosion, collapse, and underground hazards. (NOT USED)~~
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the 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. (NOT USED)~~
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.

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

EXHIBIT C
CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*Water Loss Control Master Plan***

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, CONSULTANT has submitted a proposal to provide consulting services for *preparation of planning documents* for the *Water Loss Control Master Plan (Master Plan)* and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.

- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the *engineering* profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours,

wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.

- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

- 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.
- 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 *Casey LeBlanc* 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. CONSULTANT hereby commits an average of (*1 to*

100) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

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

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

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

7.2 Insurance Requirements

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 Exhibit E of RFP)

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):

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. (Not Used)~~
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. (Not Used)~~
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 \$2,000,000 of liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

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

- 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 *Operations and Maintenance Support 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 _____
Clifford C. Chan,
Director of Operations and Maintenance Support Department

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

EXHIBIT A

**East Bay Municipal Utility District
*Water Loss Control Master Plan***

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

(See RFP)

Optional Services

(See RFP)

II. PROJECT SCHEDULE

(See RFP)

EXHIBIT B

East Bay Municipal Utility District *Water Loss Control Master Plan*

COMPENSATION

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

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

2.1 Direct Labor

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

2.2 Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

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

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

2.5 Professional Fee

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

2.6 Budget Amounts

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

*** *Maximum Services is the sum of Contracted and Optional Services.***

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

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on

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

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

2.8 Budget Status Reports

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

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

EXHIBIT B-1

**East Bay Municipal Utility District
Water Loss Control Master Plan**

COST DISTRIBUTION

| | Consultant | | | | | | Subconsultants | | | | | | | |
|-----------------------------------------|--------------------|---------------------|----------|-------------------|-------|-----------------|-----------------|---------------|-----------------|-----------------|---------------|----------------------------|---------------|--------|
| | Direct Labor | | | Indirect Costs | ODCs* | Sub. #1 | | | Sub. #2 | | | | | |
| | Project Manager | Project Engineer | Drafting | | | Project Eng. | Assist. Eng. | Total Cost | Project Eng. | Assist. Eng. | Total Cost | Profes- sional Fee** | Total Cost | |
| Salary Rate (\$/hr.) <u>Services</u> | (****) | (****) | (****) | | | (****) | (****) | (****) | (****) | (****) | (****) | (****) | (****) | (****) |

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
Water Loss Control Master Plan**

LABOR DISTRIBUTION

| | <u>Consultant</u> | | | | <u>Subconsultants</u> | | | | | | |
|------------------------|----------------------------|-----------------------------|-----------------|-----------------|-------------------------|-------------------------|-----------------|-------------------------|-------------------------|-----------------|--------------|
| | <u>Project Manager</u> | <u>Project Engineer</u> | <u>Drafting</u> | <u>Subtotal</u> | <u>Sub. #1</u> | | | <u>Sub. #2</u> | | | |
| | | | | | <u>Project Eng.</u> | <u>Assist. Eng.</u> | <u>Subtotal</u> | <u>Project Eng.</u> | <u>Assist. Eng.</u> | <u>Subtotal</u> | <u>Total</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
Water Loss Control Master Plan**

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
MASTER PLAN RELATED TOPICS

EXHIBIT D

MASTER PLAN RELATED TOPICS

The Consultant shall perform calculations or evaluations to determine the answers to the following questions. The Consultant's answers shall be included in the 2020 water loss control master plan.

- 1) Source Meter Data Quality
 - a) What is the recommended frequency of verifying source meters (i.e. water treatment plant effluent flow meters)?
 - b) Are the District's source meter accuracy verification procedures that were prepared by a third party acceptable? For example, what is the minimum number of points (e.g. low, medium, and high flow rates) needed to verify water treatment plant flow meters?
 - c) Although the process for improving and verifying source meters is similar to the process for large customer meters, which group (i.e. source meters or large customer meters) should be prioritized given resource limitations for planning, design, construction, and verification?
- 2) Apparent Losses
 - a) What is the recommended number of District Meter Shop staff to perform testing for small, medium, and large customer meters?
 - b) Based on the District's existing meter testing data, what are the recommended numbers of small, medium, and large customer meters to be replaced each year?
 - c) Are additional steps recommended for evaluating the District's meter reading to billing process?
- 3) Real Losses
 - a) What is the recommended pipeline replacement rate?
 - b) What is the recommended size of the corrosion control network for the District's distribution pipelines and service laterals?
 - c) What is the recommended size of the District's automated acoustic leak detection network expressed as a percent of the total length of distribution pipelines?
 - d) How many miles of pipe should the District inspect each year?

- e) Should the District perform manual leak detection surveys of its entire network of distribution pipelines? If so, what methods are recommended (e.g. ground microphone and mobile correlator) and survey frequency is recommended?
- f) Should the District pursue additional District Metered Areas in its distribution system?
- g) What are the recommended steps for reducing distribution system pressures while meeting requirements for fire suppression systems and public health?

EXHIBIT E
INSURANCE FORMS



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
 Department: Operations and Maintenance Support
 Street Address: 375 11th Street, Oakland, CA 94607-4240
 Mailing Address: P.O. Box 24055 MS 704
 City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: RFP No. 790-19-03
 Insured: _____
 Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

Water Loss Control Master Plan, Oakland, CA

TYPE OF INSURANCE: Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.

LIMITS OF LIABILITY:

(MINIMUM) \$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability
 \$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$): (Auto) _____ (GL) _____ (if applicable)
 Aggregate Limits (AUTO) _____ (GL) _____ (if applicable)

INSURANCE COMPANY(IES): (Auto) _____ (GL) _____

POLICY NUMBER(S): (Auto) _____ (GL) _____

POLICY TERM: From: (Auto) _____ (GL) _____ To: (Auto) _____ (GL) _____

THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
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 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 *explosion, collapse, and underground* hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the 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.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Signed _____ Firm _____
 Address _____ Date _____
 _____ Phone _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Operations and Maintenance Support
Street Address: 375 11th Street, MS 704
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order Number:

(Completed by EBMUD)

RFP No. 790-19-03

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY:

POLICY NUMBER:

POLICY TERM:

From:

To:

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed:

Date:

Firm:

E-mail

Address:

Phone:

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

THIS IS TO CERTIFY TO: East Bay Municipal Utility District (EBMUD)
 Department: Operations and Maintenance Support
 Street Address: 375 11th Street, Oakland, CA 94607-4240
 Mailing Address: P.O. Box 24055 MS 704
 City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: RFP No. 790-19-03

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

Water Loss Control Master Plan, Oakland, CA

TYPE OF INSURANCE: Professional Liability/Errors and Omissions (If coverage on an occurrence basis, the coverage must be maintained for an additional year following termination of the contraction; If Claims Made Basis, need a three year tail)

MINIMUM LIMITS OF LIABILITY: \$2,000,000 each claim and in the aggregate.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.

Signed: _____
 Authorized Signature of Broker, Agent, or Underwriter

Date: _____ Firm: _____

Address _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."