

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

Recreation Area Water and Wastewater System Improvements Project

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

RESPONSE DUE

by

4:00 p.m.

on

December 4, 2019

at

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



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

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I. STATEMENT OF WORK

A. PROJECT BACKGROUND

The East Bay Municipal Utility District (District) is a California public entity that supplies high quality drinking water, generates renewable energy, and provides pollution prevention and wastewater treatment services that protect the San Francisco Bay.

The District's water system supplies 1.4 million customers and spans a 332-square-mile area in Alameda and Contra Costa counties, extending from Crockett in the north, southward to San Lorenzo, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley. Supplying the water system are several reservoirs located in the East Bay and Sierra Foothills. At most of these reservoir locations the District maintains recreational areas for use by the public. At the upcountry¹ reservoirs, Camanche and Pardee, the District maintains extensive recreational facilities including campgrounds, rental cottages, recreational vehicle parks, and mobile home parks. The use and maintenance of these facilities requires infrastructure for water, wastewater, and electricity. The main portion of this capital improvement effort will focus on the wastewater collection system at the Camanche South Shore (CASS) Recreation Area and Lafayette Reservoir. Additional improvements will include addressing water treatment plant improvements at Recreation Area.

The wastewater collection facilities at Camanche South Shore were constructed during the 1960s and the District assumed operational responsibility for this system in the late 1980s. The system is permitted under Waste Discharge Requirements (WDRs) issued by the Regional Water Quality Control Board – Central Valley Region. In 2005 a System Condition Assessment and Capital Improvement Program was prepared for all Upcountry wastewater facilities. The project elements addressed here for the CASS wastewater collection system have been identified as high priority projects in the Condition Assessment. Some collection system improvements have been made at CASS. In 2005 the Miner's Camp RV Park collection system was replaced and in 2009 the eastern portion of the collection system at the Mobile Home Park was replaced

The Upcountry water treatment systems are also part of the capital improvement program. Due to the size of the Upcountry reservoirs; the operations, maintenance, and recreational facilities are separated at a distance that requires each location to have a standalone water treatment plant (WTP). These area-specific water treatment plants range in size from 10 gpm to 400 gpm and have been commissioned at different times in the past. The systems are now at an age where they are requiring increased maintenance to meet water quality standards and replacement parts are challenging to acquire.

¹ Upcountry is defined by the area and facilities surrounding the two District owned reservoirs, Camanche, (Lake Camanche) and Pardee.

B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services required by a consultant to provide design services for the construction of the Recreation Area Water and Wastewater System Improvements Project.

East Bay Municipal Utility District (District) intends to award a 2-year contract to the Proposer(s) who best meets the District's requirements.

The general scope of work for the consultant is the following:

PACKAGE A – WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

The wastewater design package will be bid out for construction as a separate package. This package will include a full set of design drawings and standard blue book specifications. The consultant will provide design and engineering services to replace approximately 12,000 linear feet of small diameter (six and eight inch) gravity collection system and associated structures. Additionally, the consultant will provide design and engineering services to replace approximately 6,200 feet of small diameter force main and upgrade seven (7) sanitary sewer lift stations. The work has been separated into the following areas:

Mobile Home Park (West)

Design and construct approximately 2,200 feet of 8" gravity sewer, replace 27 service laterals and replace 12 manholes. The existing sewer pipelines will be properly abandoned in place once all mobile homes have been connected to the new system (Reference Exhibit D - Figure 1). This portion of the project also includes the replacement of approximately 2,300 feet of 8-inch gravity collector (Reference Exhibit D - Figure 4). This main gravity line runs from the mobile home park to the ponds and has a very shallow slope.

Lift Stations and Force Main Upgrade

This project will replace, Lift Stations No. 1, 2, 4, 5, 6, & 7 and replace approximately 4,800 feet of force main. With the exception of Lift Station No. 3 (which was replaced in 2005) the existing lift stations at Camanche South Shore were installed in the mid-1980s and have recently been the focus of repeated maintenance and repairs. This project will also install backup generators at lift stations 1, 2, 3, 4 and 7. Lift Stations 1, 2, 3, and 7 are shown in Exhibit D - Figure 2 and Lift Stations 5 and 6 are shown on Figure 1 and Lift Station No. 4 is shown on Figure 4. Lift Station No. 3 has been operating well and can be used as a template for the other lift station improvements.

Cottages and Miscellaneous Camping Areas

This section of the project will provide a new gravity sewer alignment for the Rental Cottages, and replace the collection system for Sugarloaf, Camanche, Goldenrun, Cottonwood, and Moccasin Campgrounds. The project will replace approximately 6,600 linear feet of small diameter collection main and 23 service connections, (Reference Exhibit D - Figure 2).

Monument RV Park

Monument RV Park is located south of the collections ponds and east of Trout Pond. This area was constructed in the 1980's for recreational vehicle use and has been recently the focus of repeated maintenance and repairs. This site has approximately 4,000 feet of collection mains and 95 service connections that will be replaced. There are four manholes that will need to be replaced as well, (Reference Exhibit D - Figure 3).

Comanche Powerhouse Gravity Sewer

The Camanche Power House Sewer line is a short section of gravity pipe that connects the Power House to the Valve House. The project will replace approximately 500 feet of 6-inch pipe and replace or replace three manholes. The existing pipe material is vitrified clay pipe and has been spot repaired many times by District Staff, (Reference Exhibit D - Figure 5).

Lafayette Reservoir Wastewater Collection System

The lift station, associated collection, and discharge piping, at the Lafayette Reservoir were installed in 1967. Over the past several years the collection system has experienced failures at the lift station as well as the component collection and discharge (force main) piping. The lift station is the chief means of removing sewage from the recreation area office and support buildings. When the pumps are out of service District staff members are required to immediately get a pump truck to haul off the raw sewage. Additionally, the force main running along the entrance road is composed of asbestos concrete pipe and has had three historical breaks. When this force main fails any effluent drains directly to storm drains connected to the reservoir water. This project will replace approximately 750 feet of collection mains, 1,300 feet of force main, and provide a replacement for the lift station, (Reference Exhibit D - Figure 6).

Additional scope elements for Package A are:

1. Conduct a site visit to evaluate existing conditions and prepare design recommendations.
2. Provide a geotechnical investigation and underground utility potholing as needed.
3. Evaluate and design seismic upgrades to meet California Building Code for lift stations and associated appurtenances as needed.
4. Design will include features that will incorporate promote the safety, maintenance, and efficient operation if the system.

5. Specifications: Procurement and Contracting Requirements and General Requirement (Division 00 and 01) by District, Technical Specs by Consultant prepared to District format.
6. Optional: Provide engineering support during the construction phase of the project.

PACKAGE B – WATER TREATMENT PLANT IMPROVEMENTS

Package B will be designed and bid out to construction separate from Package A. Items listed in Package B will require the consultant to visit the site and prepare a design recommendation memo to refine the scope of work.

The objectives for the water treatment systems are:

- Work with District staff to select the best treatment technology for existing water quality, and efficient operation,
- Ensure treatment technology and system must be NSF 61 certified and have DDW alternative filtration technology approval,
- Design system with reliability, redundancy, and safety for operators.

1. Pardee Recreation Area - The existing treatment plant was constructed in 1995 and uses ultra-filtration (UF) membranes with 0.01 micron pore size. In 2018 the District added a GAC absorber system after the UF membranes. The plant average daily flow is 50 GPM, and the peak operating capacity is 100 GPM. This project will design a replacement for the existing 100 GPM Water Treatment Plant. Drawings and photos of the existing facilities are included in Exhibit E – Pardee Recreation Area WTP. Some of the tasks required for this design are, but not limited to:
 - a. Conduct site visit to evaluate existing conditions and prepare design recommendations.
 - b. Conduct comparison of ultrafiltration with GAC vs. nanofiltration, based on the following criteria: capital costs, long-term O&M costs, system performance, and safety.
 - c. Design a skid mounted system to match the existing capacity and fit within the existing treatment plant building including tie-ins with existing electrical, controls, and process flow instrumentation.
 - d. Design the new system such that it includes hard piped and automated membrane cleaning system and with properly sized permanent tanks for chemicals and wastewater.

- e. If the new system includes GAC, design/size break tank between filtration skid and GAC system.
- f. Update existing drawings to show as-built conditions.

Task 1 – Project Management

The consultant will provide a sufficient and well-organized project administration team to manage the project throughout the entire period of the Contract consistent with the principles of the Project Management Institute. Project Management will focus on the preparation and execution of a Project Management Plan covering staff, scope, schedule, budget, quality control, risk management, procurement, communications, and document management. The cost for project management services will be allocated and invoiced against the appropriate project stages: Design and Construction.

Task 1.1 – Project Management Plan

The consultant will develop and implement a Project Management Plan (PMP) detailing the manner in which the project will be planned, managed and executed. The objective of the PMP is to define the approach to be used by the project team to deliver the intended project and how project information will be communicated. The PMP will be updated as necessary to reflect changes in the project and all revisions must be submitted to the District for review and comment. As a minimum, the PMP will be reviewed and updated as necessary at the initiation of a new phase of project delivery. Moreover, all drawings produced for the District will be compatible with MicroStation V8 - V8i Edition (version 8.11) or AutoCAD. All new drawing numbers will follow the District's Engineering Standard Practices.

Task 1.3 – Project Kick-off Meeting

Upon completion of the PMP, the consultant will facilitate a meeting with the District to review the PMP including discussion of the planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, and workshops. The purpose of the meeting is to create alignment amongst the key project stakeholders on the project delivery plan, goals, objectives, expectations of all stakeholders, and measurements of success.

Task 1.4 – Progress Reports and Meetings

The consultant will prepare and submit a monthly progress report. The Monthly Reports will be clear and concise to facilitate quick understanding of key project achievements, status and critical issues. The consultant will conduct bi-weekly progress meetings and major milestone meetings with District staff. Meetings will include a review of progress, discussion of items requiring feedback, list of outstanding issues requiring resolution, status of scope, schedule and budget, and review of risks. Meetings will be managed by the consultant. Moreover, the consultant will conduct weekly teleconference calls to update the District on work performed, effort planned for the following week, and all issues that may affect scheduled delivery dates and costs. The monthly progress report will include:

- (1) An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks and deliverables completed to date.

- (2) For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.
- (3) For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task.
- (4) A look-ahead schedule listing deliverables and activities planned for the next month.
- (5) A summary of proposed changes to the Scope of Services including justifications for such changes.
- (6) Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the Agreement duration which require resolution by District and/or the consultant.

Task 1.5 – Monthly Invoices

The consultant will prepare a monthly invoice which includes a full accounting of all staff, number of hours, loaded hourly rate, sub-consultants and other direct costs organized by individual scope. The invoice should correspond to the progress report.

Task 1 – Deliverables

The consultant will provide the following deliverables:

1. Project Management Plan
2. Meeting Agendas and Minutes – The consultant will provide the agenda for all the meetings at least two (2) business days prior to the meetings and the meeting minutes within three (3) business days after the meetings. The minutes will focus on decisions made and open action items
3. Monthly progress reports
4. Monthly invoices

Task 2 – Geotechnical Investigation

The Consultant will provide geotechnical investigations for the locations as need for design. The geotechnical investigation should include a scope of work for all three packages.

Task 3 – 10% - Design Meeting

The 10%- Design Meeting consists of a review of the PMP, project objectives, design criteria, project scope, regulatory requirements, and design schedule.

In General, the 10%- Design Meeting includes the following:

Assumptions:

- (a) The design consultant will perform a comprehensive walk through of each facility location to be familiar with all equipment, materials and all sites constraints.

Task 3 – Deliverables

The consultant will provide the following deliverables:

1. Draft drawing list and specifications table of contents.
2. Draft Construction Cost Estimate – American Associate of Cost Engineering (AACE) Level 3
3. One draft site drawing (by design consultant)

Task 4 – 50% Design

The 50%-Design for the collection system improvements will include drawings and key specifications that represent all of the major project concepts, and will provide the necessary review, validation, and vetting of the scope items and concepts identified in the Basis of Design Report and reflects final agreement by all stakeholders of the fundamental design elements. The content requirements of the 50% submittal reflect the key elements necessary to implement a project scope freeze.

Task 4 – Deliverables

- (a) Final drawing list and specifications table of contents.
- (b) Design Drawings (nearly complete civil and mechanical drawings, advanced plan and profile, structural, and electrical drawings; and completed P&IDs).
- (c) Draft specifications for major items (major equipment, pipe, and concrete).
- (d) Final calculations for all equipment and piping.
- (e) Final electrical calculations for any required calculation not covered in the studies specified in Task 3 – e.g., lighting, cable tray sizing, battery sizing, etc.
- (f) Final operational impacts during construction report.
- (g) AACE Class 2 (50% - Design Cost Estimate) consultant's Estimate and Basis of Estimate Report.
- (h) Critical Path Method Construction Schedule.
- (i) 50% Design Submittal Review Meeting: Prepare for and conduct a meeting with District stakeholder workgroups to summarize the main design elements included in the 50% design drawings and specifications being submitted for review and comments.

Task 5 - 90%-Design

The 90%-Design consists of the consultant's completed drawings and specifications including resolution and incorporation of all comments submitted during progress meetings. The 90% design is a finished product ready for the District's final review. In general, the 90% Design includes the following:

- (a) Final Draft Design Drawings (all sheets for all disciplines, ready for submission to the District for review and approval).
- (b) Final draft specifications for all divisions (ready for submission to the District for review and approval).
- (c) Final calculations for all project elements.
- (d) Final AACE Class 1 (100%-Design Cost Estimate) consultant's Estimate and Basis of Estimate Report.
- (e) Final Critical Path Method Construction Schedule.

- (f) 90% Design Submittal Review Meeting: Prepare for and conduct a meeting with District stakeholder workgroups to summarize the 90% drawings and specifications being submitted for the District's final review and comments.
- (g) Design consultant shall submit the 90% design to the local fire agency or governing agency responsible for reviewing regulatory and hazardous material storage.

Task 5 – Deliverables

The consultant will provide the following deliverables:

1. Final Draft Drawings (all sheets for all disciplines, ready for submission to the District for review and approval).
2. Final Draft Specifications for all divisions (ready for submission to the District for review and approval).
3. Final Calculations for all project elements
4. Final AACE Class 1 (100%-Design Cost Estimate) consultant's Estimate and Basis of Estimate Report.
5. Final Critical Path Method Construction Schedule
6. 90% Design Submittal Review Meeting: Prepare for and conduct a meeting with District stakeholder workgroups to summarize the 90% drawings and specifications being submitted for the District's final review and comments.

Task 6 - 100%-Design

The final 100%-Design submittal consists of all drawings and specification sections necessary for a complete construction bid package. All District comments will be addressed in this set and all disagreements and open issues will be resolved prior to submittal. The consultant shall prepare a final cost estimate for bidding purposes.

Assumptions:

- (b) The District uses Construction Specifications Institute (CSI) MasterFormat 2004. All specifications will be in this format. The final specifications will be submitted in both Portable Document Format (PDF) and in Microsoft Word formats.
- (c) The District's Master Specifications will be submitted to the consultant in MS Word format to use as the base specifications for preparing the project's specifications. The Consultant shall use the "Track Changes" feature in the MS Word when making changes to the District Master Specifications.
- (d) The P&IDs, valves, fittings, and electrical symbols will conform to the District Standard Drawings: 9492-G-001, 9492-G-002, 9492-G-003, 9492-G-004, and 9492-G-005.
- (e) The drawings submitted will conform to District Standard Format and be performed in AutoCAD or MicroStation
- (f) The consultant will provide a written response to every District review comment.
- (g) The consultant's Safety and Compliance Engineer will thoroughly review each design submittal and will certify the design is in compliance with all current and applicable regulatory standards and code requirements.

Task 5 – Deliverables

The consultant will provide the following deliverables:

1. Bid Set Drawings (1 copy Electronic PDF, half sizes (11x17)
2. Bid Set Specifications (1 copy Electronic PDF, 8.5"x 11" and 1 copy Microsoft Word)
3. Final Cost Estimate
4. Final Schedule (Microsoft Project)

Task 7 – Bid and Award Services

The consultant will support the District in providing information during the bid and award phase and reviewing the submitted information to support this phase.

Task 7.1 – Attend Pre-Bid Meeting and Walk-through

The consultant will attend the pre-bid conference and site visit and be available to answer questions as necessary.

Task 7.2 – Addendum Preparation

All technical questions from prospective bidders requiring clarification to the contract will first be responded to by the consultant, prior to review by the District, and will then be issued by the District to all prospective bidders through the District website and if needed by addendum(s). The District will be responsible for printing and distribution of all addendum(s) to each contractor who has purchased bid documents.

Task 7.3 – Bid Evaluation

Upon opening the bids, the consultant will assist the District in evaluating the bids to determine if they are reasonable and suitable for award.

Task 7.4 – Evaluation of Contractor Substitutions

The consultant is required to review requested substitutions from named vendors submitted as part of the Contractor's bid. Upon submission of a complete package as defined in the contract documents, the consultant will evaluate the substitution against the requirements in the contract documents. It is expected that the consultant will complete the analysis within 30 days of receipt of complete and comprehensive substitution submittal from the Contractor.

Task 7.5 – Conformed Contract Drawings

Upon conclusion of the bid period, the consultant will incorporate all modifications from addenda into the contract documents and issue a set of Conformed Contract Documents by the Board award date. Conformed Contract documents shall be delivered to the district in PDF format for printing.

Task 7.6 – Transfer Meeting

Prior to award, the design consultant will meet with District stakeholders to discuss project scope, potential challenges, proposed project schedule constraints, and areas of coordination for the construction effort. This meeting will serve to transfer primary project oversight to the District's Construction Management staff.

Optional Task 8 – Design Services during Construction

For the proposal, provide a level of effort estimate and approach to this work. No award of these services will occur until Construction Phase of the project.

Once construction begins, the Proposer will provide the design related services and carry out coordination responsibilities throughout the active construction period.

- The Proposer is expected to clearly understand the construction schedule including recently completed work and upcoming planned work.
- The Proposer will work under the direction of the District's Construction Management (CM) staff to ensure coordination of critical engineering information throughout construction.
- All contract correspondence and submittals during construction shall be through the web-based construction document management system. The system is paid for by the District and will be made available to all personnel working under the Contract.
- The Proposer shall identify a primary contact person responsible for all ESDC activities. The primary contact person can only be change by written approval from the District.

Task 8.1 – Progress Meetings (Assume 52 Meetings)

The Proposer will attend all weekly construction progress meetings to support coordination with the key project stakeholders. The Proposer will be prepared to discuss status of all deliverables (shop drawings, RFIs, change orders, etc.) and support timely resolution of design-related issues that may impact the project budget or schedule.

Task 8.2 – Site Visits (Assume 30 visits)

The Proposer will conduct periodic site visits to ensure that the work is progressing per the contract documents and design intent. Visits will occur no less frequently than twice a month and appropriate technical expertise will be provided based on work progress. The appropriate technical expert of the design Proposer team will also be on-site during other significant identified work that would benefit from visual observation by the design Proposer. All significant identified work will be identified by the Proposer and the District CM and transmitted to the District's CM in the form of a Site Visit Report.

Site Visit Reports will be prepared after each site visit and will include observations on the quality of progressed work and identify any areas that require closer oversight

attention or upcoming work that requires specific instruction. Site Visit Reports will be submitted 1-day after site visit.

Task 8.3 – Submittal/Shop Drawings Review

The Proposer will complete the initial review of all shop drawings submitted by the Contractor(s) to ensure compliance with the Contract Documents, prior to District final review/approval. The target turnaround time (metric) is 14 calendar days. It is expected that all shop drawings will be returned to the Contractor as Furnish as Corrected or Furnish as Submitted within no more than 3 submittal rounds. If issues with the quality of the shop drawings are identified, the Proposer will bring it to the District's attention to take corrective action with the Contractor.

Task 8.4 – Requests for Information/Clarification

The Proposer will evaluate and respond to the Requests for Information (RFI) generated by the Contractor and Requests for Clarification (RFC) generated by the Construction Manager (CM) within five business (5) days unless it is a particular complex issue requiring additional examination.

Task 8.5 – Preparation of Design Related Change Orders

In the event of a design related change to the Contract in which the Contractor is entitled to a change in compensation, a Change Order must be processed. The Proposer will evaluate and prepare all necessary design related technical documents for change orders and participate in a scoping meeting with the CM and Contractor for complex change orders that benefit from collaboration prior to scope finalization. In some cases, the Proposer may be asked to support negotiation of the final change order with the CM and Contractor. After identification of a change order, all costs (inclusive of design work and form preparation) will be separately tracked for each individual change order.

The proposer will also provide a supplemental change order justification memo for each change order, clarifying the need for the change (owners requested, changed condition, error or omission, etc.) and expected cost and schedule impacts. These memos will be for District use only. Proposer will not be compensated for change order effort that is caused by an error or and omission in the design.

Work performed by the District

The following tasks will be performed by the District in support of the project:

1. Provide the Consultant with the existing facility drawings in MicroStation V8 - V8i Edition (version 8.11 format) as available.
2. EBMUD will provide a full topography (1 foot contours) of Camanche South Shore Recreation Area, Lafayette Reservoir, and Camanche Powerhouse.

c. PROPOSER QUALIFICATIONS

The consultant team must possess a minimum of ten (10) year of experience in the design and renovation wastewater collection, lift stations, and water treatment facilities. The proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

The consultant shall provide the following key personnel on the project:

1. **Project Manager** – The individual responsible for successfully managing the design team for this project and who is responsible for signing off on all project deliverables. It is acceptable for the proposal to include two project managers to oversee the wastewater treatment and the water treatment portions of the work. Minimum qualifications include:
 - a. **Package A: WW Collection System**
 - (1) Ten (10) years of verifiable professional engineering work experience.
 - (2) At least ten (10) years of experience in engineering design wastewater collections systems, lift station and force mains. This work should include familiarity with trash rack systems and backup power design.
 - (3) Experience in developing plans and specifications for Wastewater collection systems, lift stations and force mains. This work should include familiarity with trash rack systems and backup power design.
 - b. **Package B: Water Treatment Systems**
 - (1) Ten (10) years of verifiable professional engineering work experience.
 - (2) At least ten (10) years of experience in engineering and design of water treatment systems.
 - (3) Experience in developing plans and specifications for water treatment systems in the State of California.
 - (4) Project Manager must also be familiar with federal and state regulation regarding potable water systems.

2. **Safety and Compliance Engineer** – The individual responsible for ensuring the design improvements comply with all applicable code requirements.
 - a. Ten (10) years of verifiable professional engineering work experience
 - b. At least five (5) years of experience in engineering design of water and wastewater systems and related safety support systems lift stations and intake structures.
 - c. Experience and strong understanding of the current regulatory standards and code requirements including the California Fire and Building Codes, Cal-OSHA, ANSI standards, Certified Unified Program Agency (CUPA) reporting requirements, California Accidental Release Prevention (CalARP) Program requirements, and any other applicable regulatory or industry standards.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	October 21, 2019	
Optional Pre-proposal Information Session	Tuesday, November 5, 2019 9:30AM – 11:30 Noon	at: EBUD Administration Building Large Training Room 375 Eleventh Street, Oakland, CA 94607
Response Due	December 4, 2019 by 4:00 p.m.	
Consultant Team Interviews	January 2-22, 2020	
Anticipated Team Selection	January 29, 2020	
Anticipated Contract Start Date	April 21, 2020	

Note: All dates are subject to change.

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

A. PRE-PROPOSAL INFORMATION SESSION

Pre-Proposal Information Session will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to review site photos, receive documents, etc. to assist responding to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the Pre-Proposal Session.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. Part of the selection process is an interview and presentation. After reviewing the submittals the top ranked proposers will be contacted by District Staff to schedule an interview time.
2. 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."
3. 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.
4. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
5. The District has the right to decline to award this contract or any part of it for any reason.
6. 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.
7. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically

high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated 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>Project Approach: The proposed project approach will be evaluated considering the following factors:</p> <ol style="list-style-type: none"> 1. Is the project approach well thought out to efficiently meet project needs? 2. Is the proposed level of effort appropriate for the scope of services? 3. Is the Proposer's plan to make staff available for extensive field verifications and other design tasks requiring onsite staff reasonable? 4. Are the project risks adequately identified and addressed?
B.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. Has the Proposer demonstrated that it understands water treatment and wastewater collections systems, safety practices, building/fire code, other applicable codes, and industry best-practices? 3. How well has the Proposer identified pertinent issues and potential problems related to the project? 4. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 5. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
C.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.</p>
D.	<p>Relevant Experience:</p>

	<p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Project Manager: Does the individual have a proven track record of leadership and performing the tasks required in this RFP? 2. Safety & Code Compliance Expert: Does the individual have appropriate experience with wastewater collection systems? 3. Are there appropriate staff proposed for project and is their experience with water treatment and wastewater collection systems? Do the individuals assigned to the project have experience on similar projects? 4. How extensive is the applicable education and experience of the personnel designated to work on the project? 5. Has the Proposer demonstrated their capabilities to water treatment and wastewater collection systems?
E.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, 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: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
G.	<p>Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

C. PRICING

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. Price quotes shall include any and all payment incentives available to the District.
4. 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.
5. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. PROTESTS

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

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

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

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

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

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

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

E. INVOICING

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

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Andrew Hawksworth

EBMUD- Plant Engineering Services

E-Mail: andrew.hawksworth@ebmud.

PHONE: (510) 287-1388

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

7. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
8. 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.
9. 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.
10. The RFP response shall remain open to acceptance and is irrevocable for a period of 30 days, unless otherwise specified in the RFP documents.
11. 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, D, or E, 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 – CASS Wastewater Collection System Improvements Project

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

11. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <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_____



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (2) pages in length and should be easily understood.
2. **Table of Contents (1 Page)**: The proposal shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
3. **Key Personnel (3 pages maximum)**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
4. **Project Understanding, Project Approach, and Project Team Description (maximum 6 pages)**: The RFP response should include a narrative describing the proposer's understanding of the project, project approach, and project team description with an organizational chart. The project approach can include proposals to improve system safety, reduce cost, shorten the schedule, and simplify construction sequencing while still meeting the project objectives. This section shall not exceed twelve (6) pages in length and should be clearly written.
5. **Level of Effort (Maximum 3 Page 11x17 acceptable)**: For each of the tasks, provide an estimated level of effort for all staff. In spreadsheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including sub-consultants.

6. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. Using the calendar of events as guide, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for services, including identification and mitigation of schedule risks the Proposer believes may adversely affect the schedule.
7. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
8. **References:**
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
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 – Recreation Area Water and Wastewater System Improvements Project

Proposer Name: _____

Proposer must provide a minimum of 3 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 - Recreation Area Water and Wastewater System Improvements Project

Proposer Name: _____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Program Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

INSURANCE

A. Insurance Requirements

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

B. Workers Compensation Insurance

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

C. Professional Liability Insurance (Errors and Omissions)

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

D. Commercial General Liability Insurance

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

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers 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.

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
Recreation Area Water and Wastewater System Improvements Project**

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 engineering and design related to the Recreation Area Water and Wastewater System Improvements Project; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for preparation of design documents for the Recreation Area Water and Wastewater System Improvements Project 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 Andrew Hawksworth 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.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

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

shall meet and confer with other parties regarding unpaid defense costs.

7.5 Insurance Requirements

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

[Certificate of General and Auto Liability Insurance_8-11.doc](#)
[Certification of Professional Liability Ins.doc](#)
[Certification of Workers Comp Insurance_3-26-10.doc](#)
[Certificate of Pollution Liability Insurance_8-23-11.doc](#)

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

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

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

7.6 Workers Compensation Insurance

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

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

7.7 Commercial General Liability Insurance

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

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

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

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

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

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of

pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.

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

7.8 Professional Liability Insurance

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

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

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of Operation and Maintenance
P.O. Box 24055
Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

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

(including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Clifford C. Chan,
Director of Operations and Maintenance

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

East Bay Municipal Utility District Recreation Area Water and Wastewater System Improvements Project

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

(State each task with associated task number; specifically call out any survey work)

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District Recreation Area Water and Wastewater System Improvements Project

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 five (5.0) 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 5.0 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 58 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)

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.

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

2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).

2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by

regulation” (LC § 1771.4).

- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor’s payment of these predetermined wage modifications.
- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or

contain the same information required on the Department's form

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

Enforcement of the State of California.

- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

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

EXHIBIT B-1

East Bay Municipal Utility District Recreation Area Water and Wastewater System Improvements Project

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.	Professional Total
Salary Rate (\$/hr.)	(****)	(****)	(****)	Total			(****)	(****)		(****)	(****)	Fee**
<u>Services</u>												<u>Cost</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 Recreation Area Water and Wastewater System Improvements Project

LABOR DISTRIBUTION

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

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

EXHIBIT C

East Bay Municipal Utility District Recreation Area Water and Wastewater System Improvements Project

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>

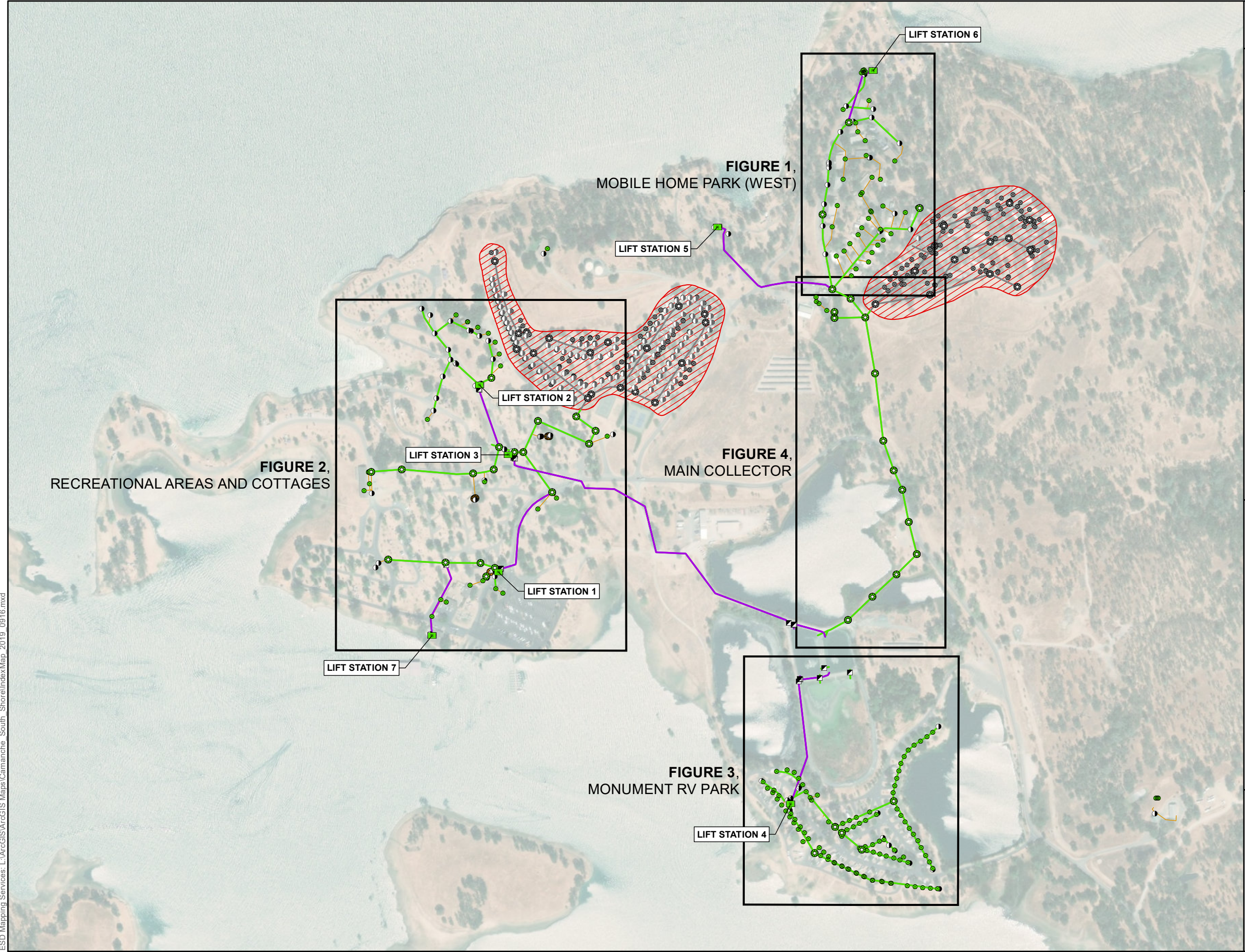
* Does not include consultant's markup. *(Include this footnote only if your contract includes markup on subconsultants.)*

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


EXHIBIT D

PACKAGE A: CASS COLLECTION SYSTEM

EXHIBIT D - CASS COLLECTION SYSTEM



ESD Mapping Services: L:\ArcGIS\ArcGIS Maps\Camanche_South_Shore\IndexMap_2019_0916.mxd



**EAST BAY
MUNICIPAL UTILITY DISTRICT**

INDEX MAP

CAMANCHE SOUTH SHORE
COLLECTION SYSTEM

SEPTEMBER 19, 2019

LEGEND

- VALVE
- MAINLINE CLEANOUT
- GREASE TRAP
- SERVICE CONNECTION/CLEANOUT
- MANHOLE
- LIFT STATION
- FORCEMAIN
- MAINLINE
- SERVICE LATERAL
- NOT INCLUDED IN RFP

FIGURES

FIG 1, MOBILE HOME PARK (WEST)


FIG 2, RECREATION AREAS AND COTTAGES

FIG 3, MONUMENT RV PARK

FIG 4, MAIN COLLECTOR

FIG 5, CAMANCHE POWER HOUSE GRAVITY SEWER

FIG 6, LAFAYETTE RESERVOIR RECREATION AREA



0 500 1,000

SCALE IN FEET (1:6,000)

EXHIBIT D
CASS Wastewater Collection System

Mobile Home Park (West)

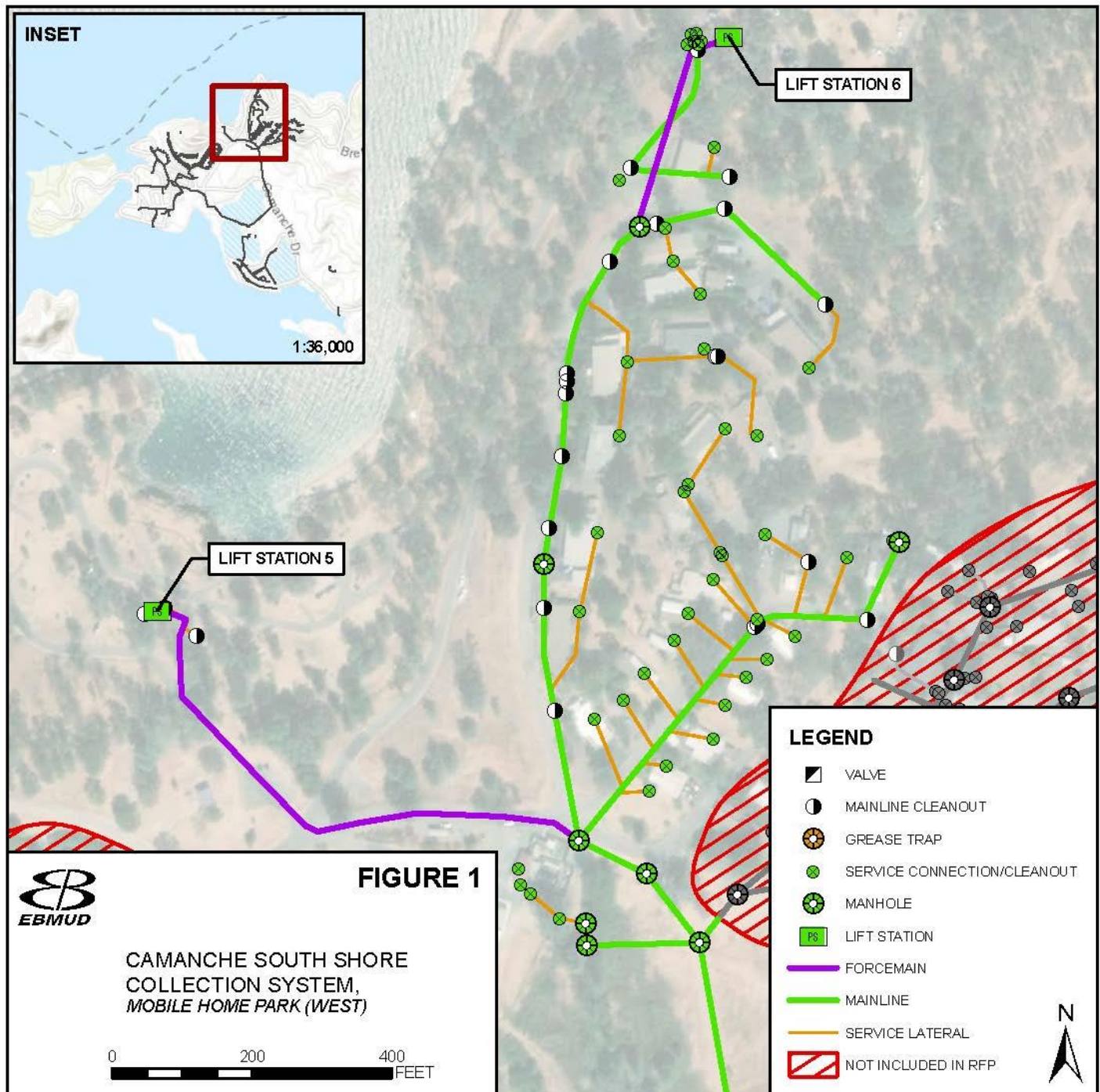


EXHIBIT D
CASS Wastewater Collection System

Cottages and Miscellaneous Camping Areas

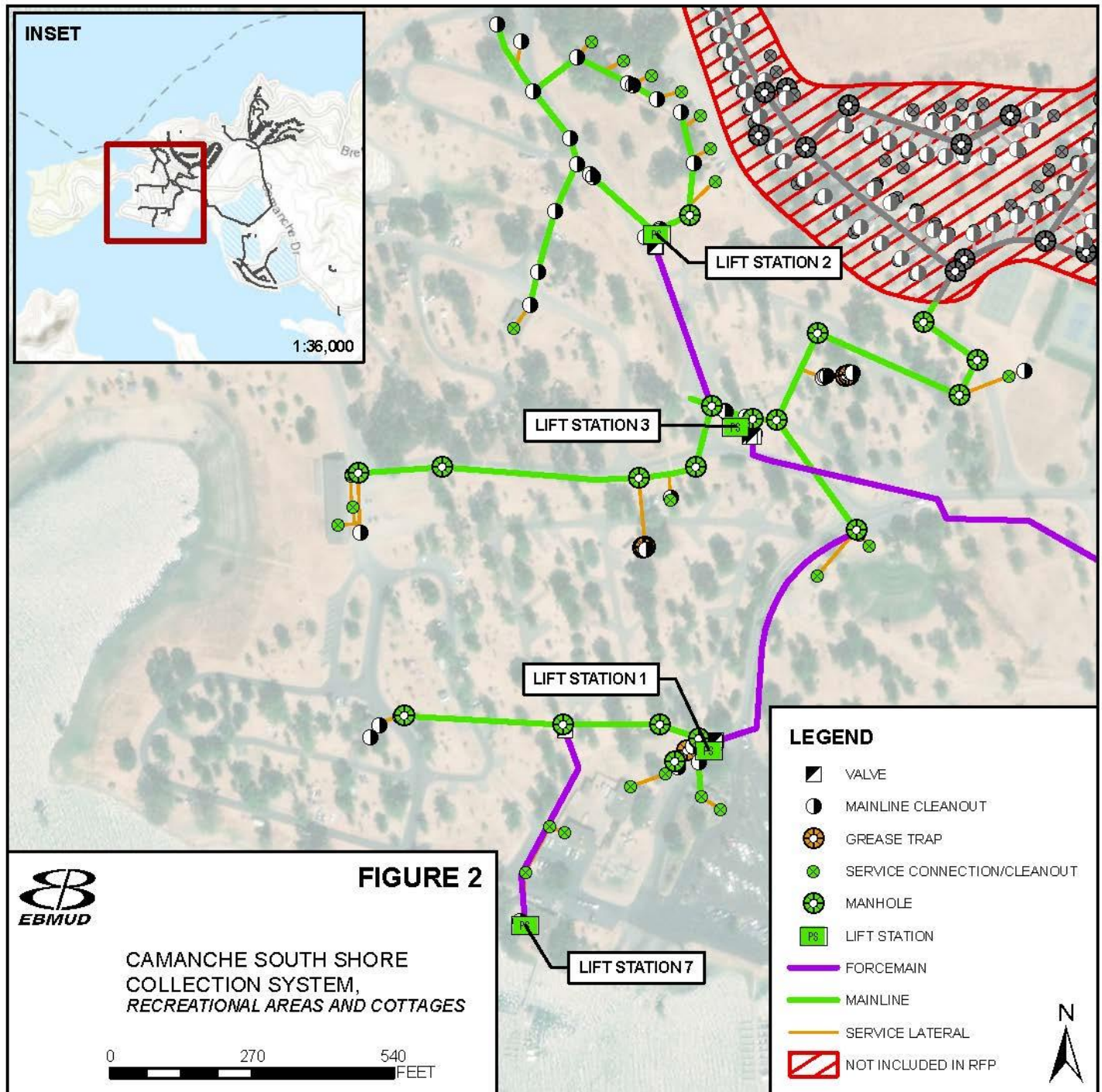


EXHIBIT D
CASS Wastewater Collection System

Main Collector

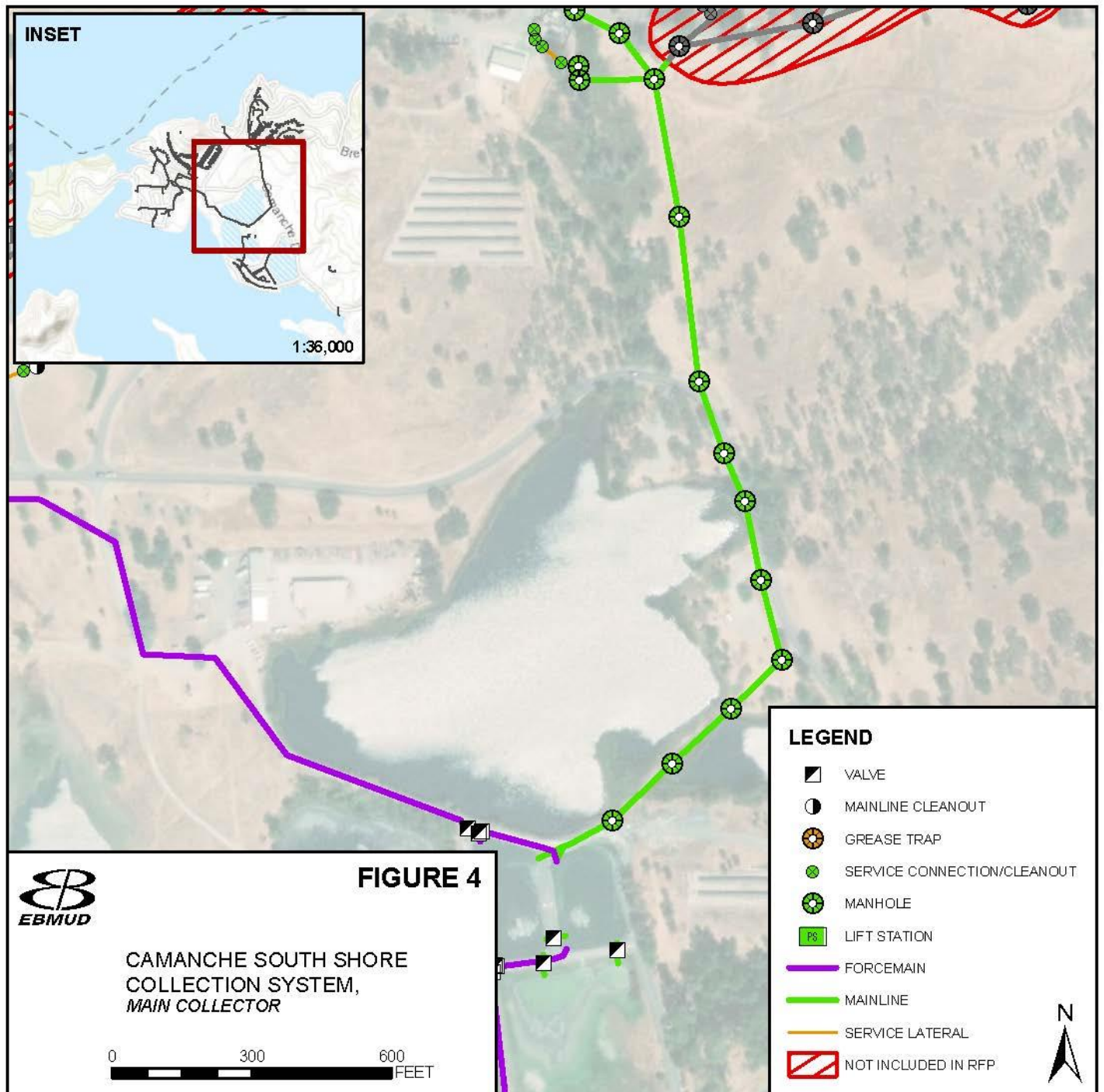


EXHIBIT D
CASS Wastewater Collection System

Monument RV Park

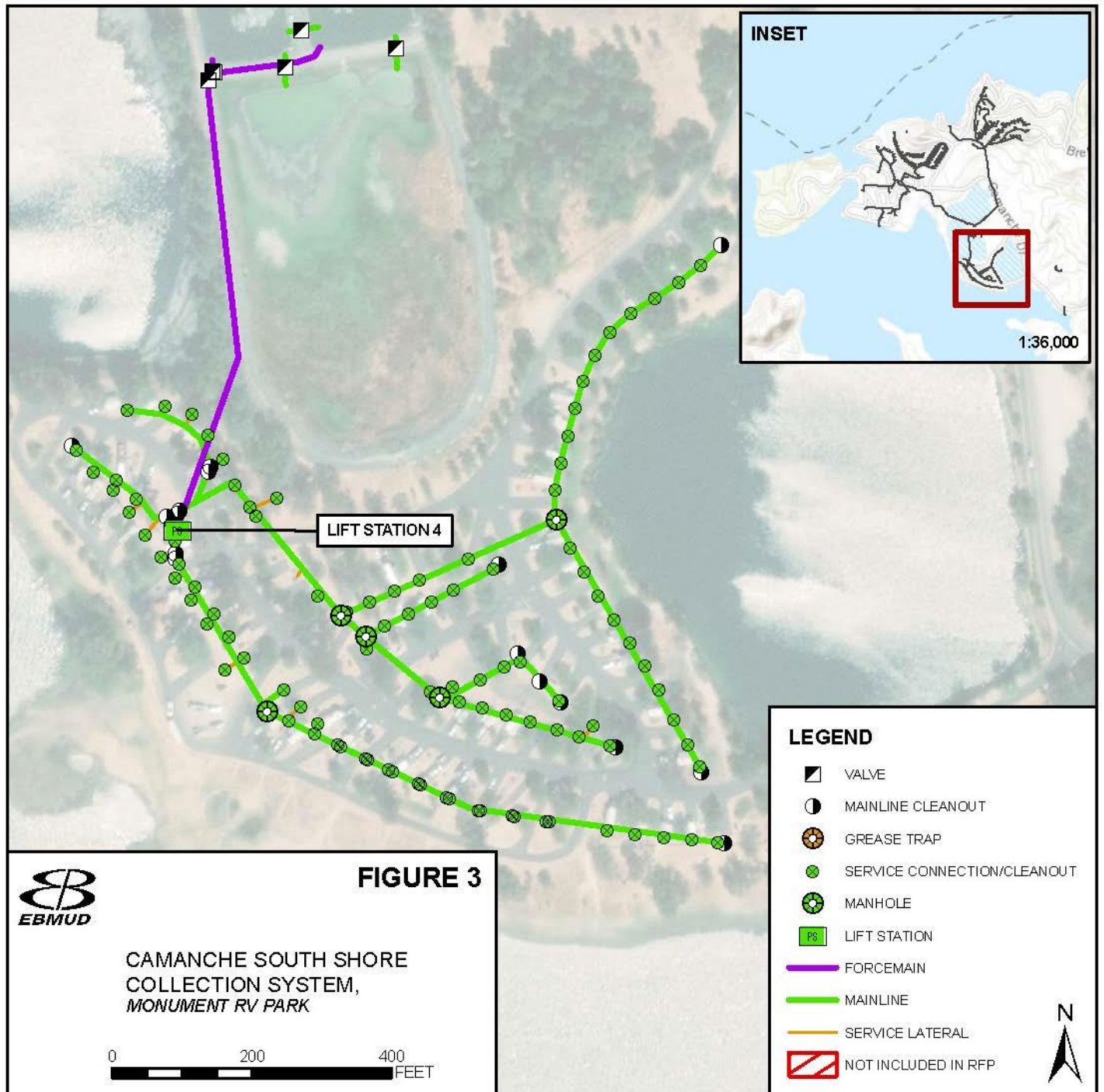


EXHIBIT D
CASS Wastewater Collection System

Camanche Powerhouse Gravity Sewer

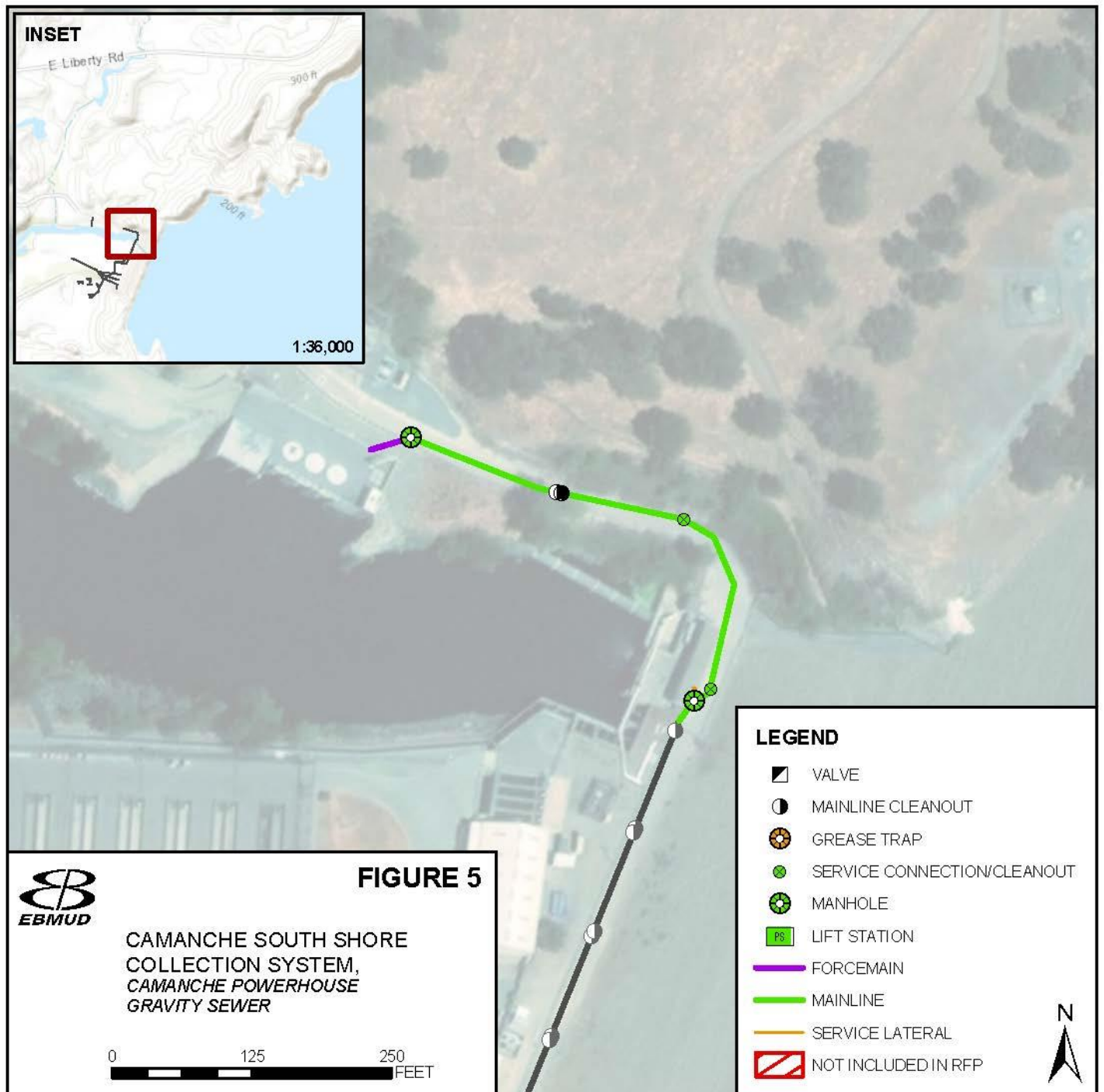


EXHIBIT D
CASS Wastewater Collection System

Lafayette Reservoir Wastewater Collection System

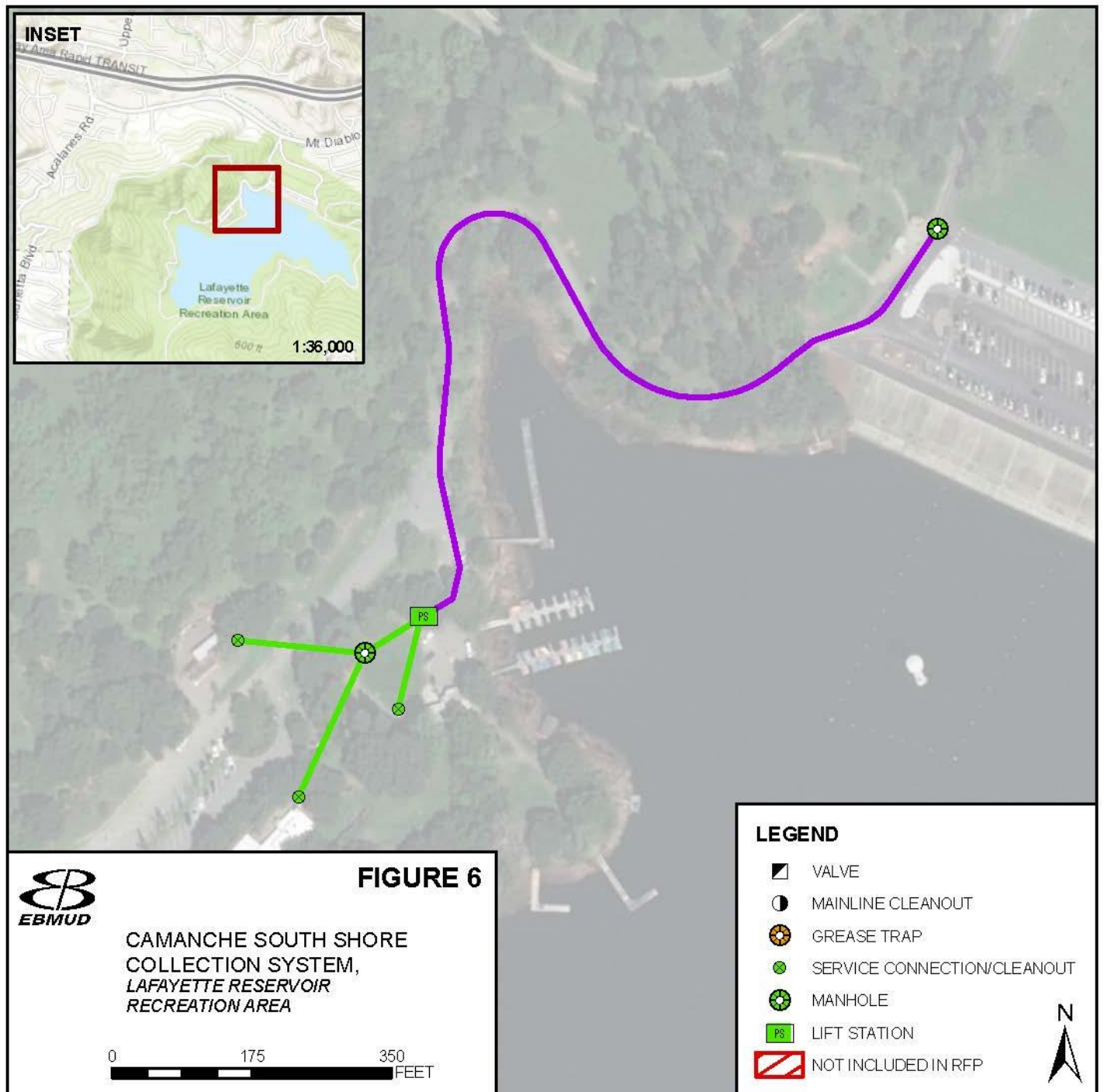


EXHIBIT E

PACKAGE B: PARDEE RECREATION AREA WATER TREATMENT PLANT

EXHIBIT E
Pardee Recreation Area Water Treatment Plant

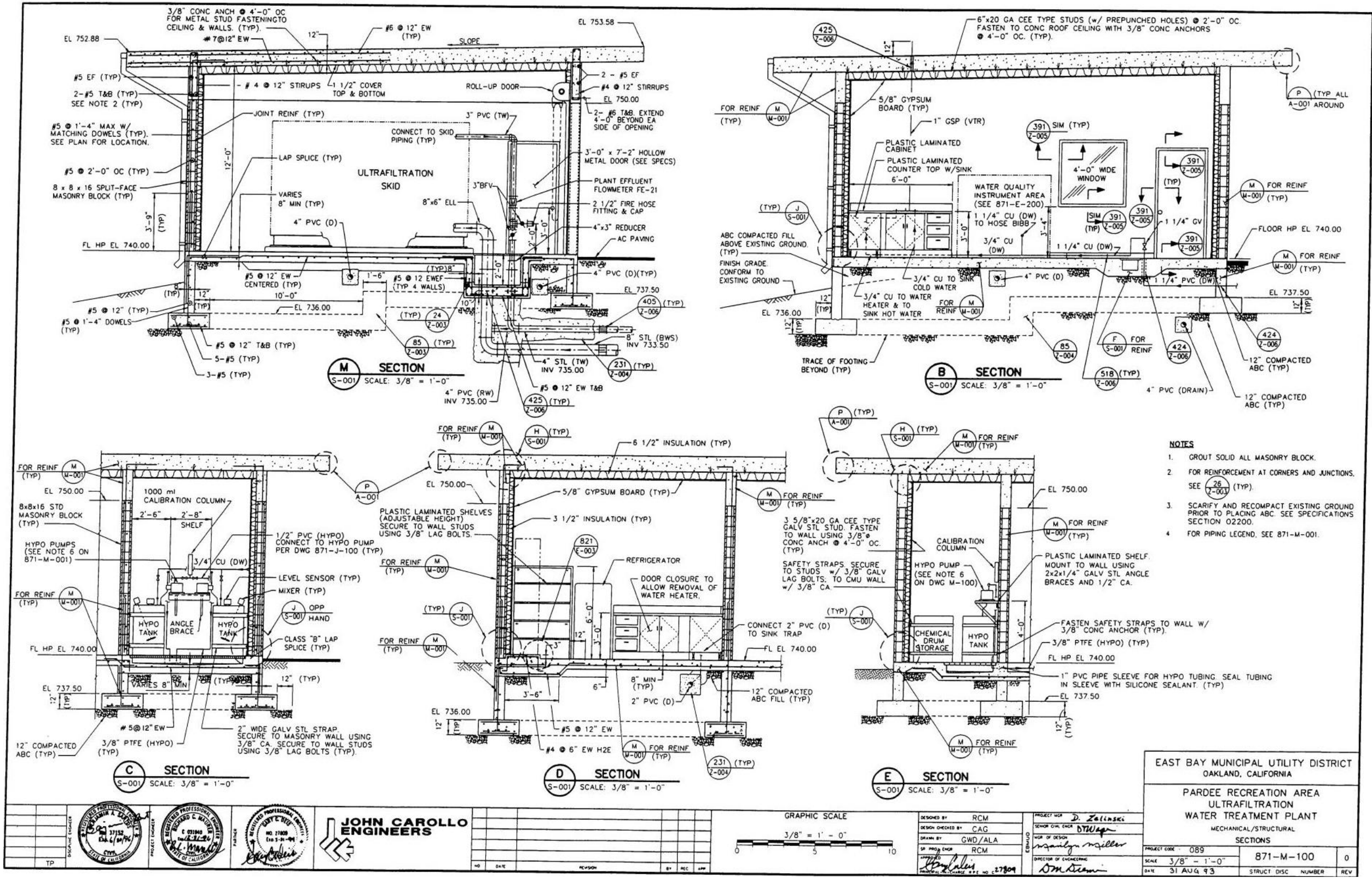


EXHIBIT E
Pardee Recreation Area Water Treatment Plant

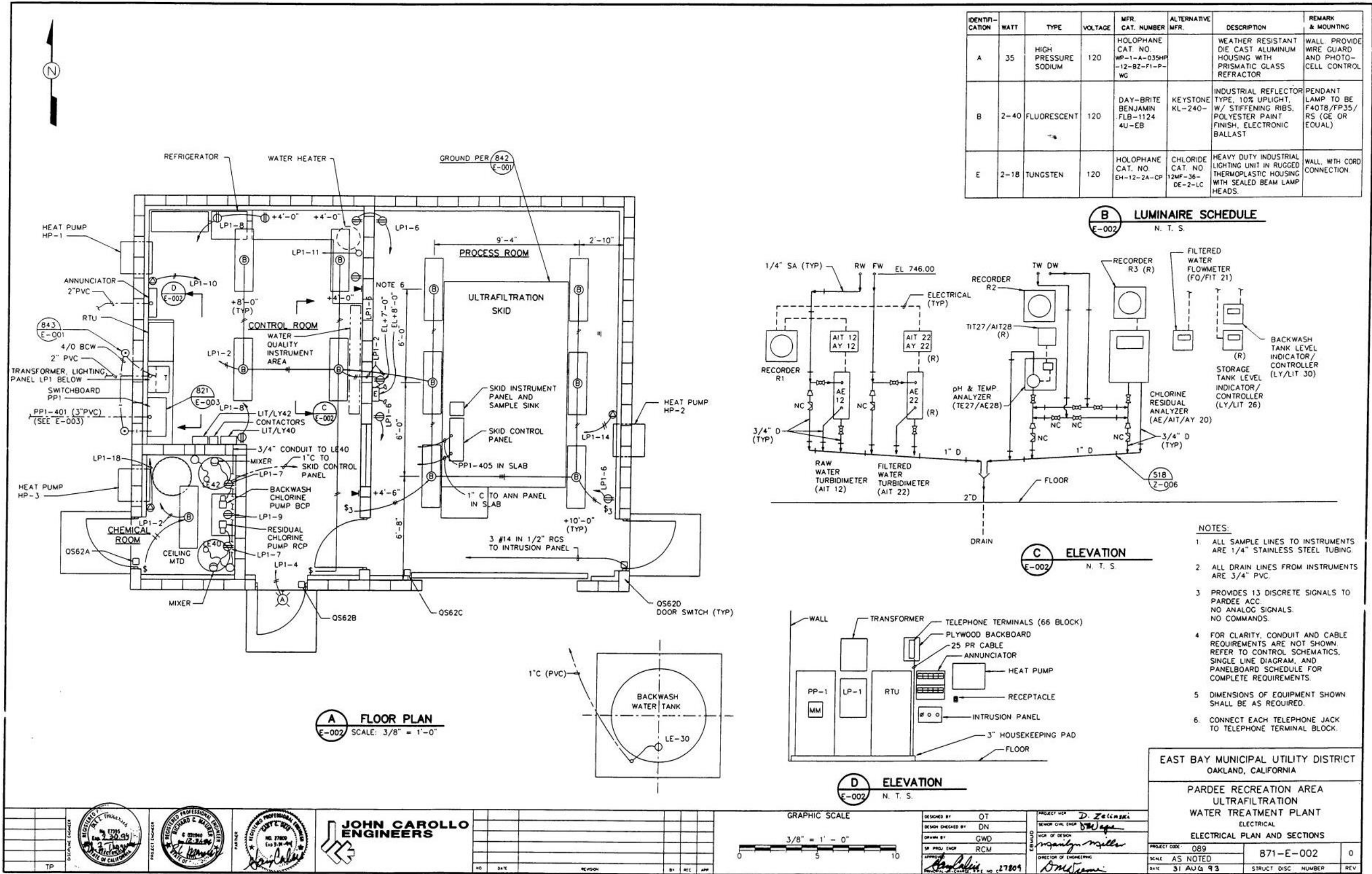


EXHIBIT E
Pardee Recreation Area Water Treatment Plant



Photo 1 - Control Panel

EXHIBIT E
Pardee Recreation Area Water Treatment Plant



Photo 2 - Filter Modules

EXHIBIT E
Pardee Recreation Area Water Treatment Plant



Photo 3 - Treatment Skid

EXHIBIT E
Pardee Recreation Area Water Treatment Plant

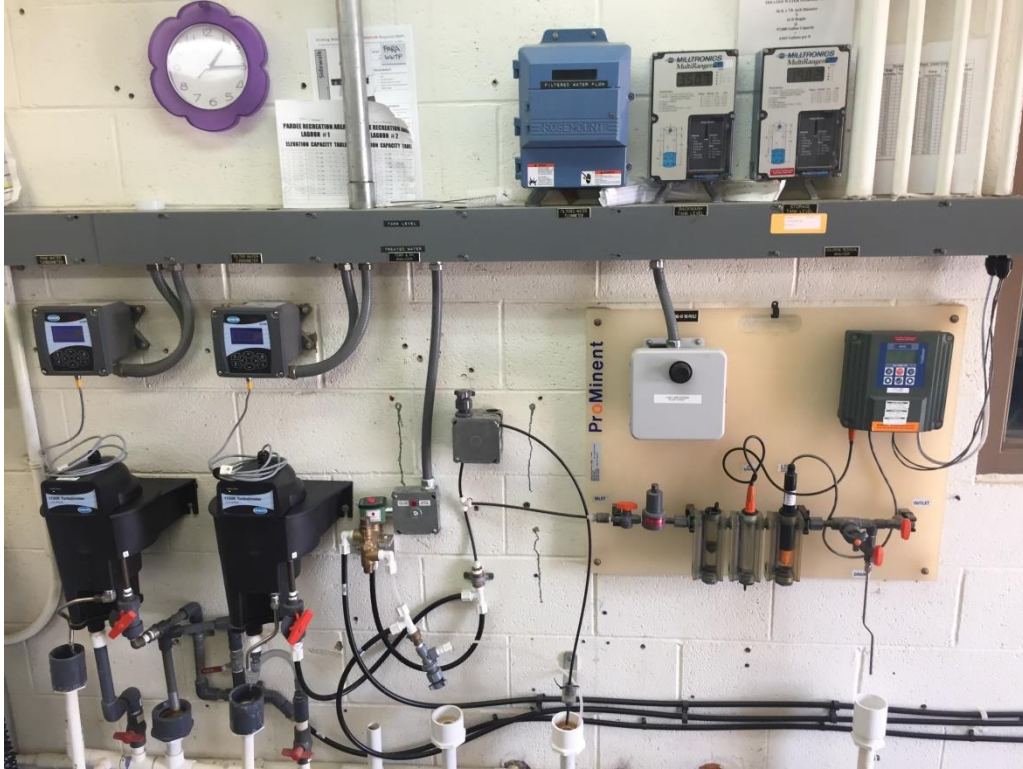


Photo 4 - Water Quality Testing Equipment



Photo 5 - GAC / Exterior Pad