

# EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) No. 557-16-01

for

**San Pablo Reservoir Water Quality Improvement Project**

For complete information regarding this project, see RFP posted at <http://www.ebmud.com/business-opportunities> or contact the EBMUD representative listed below. Thank you for your interest!

Contact Person: Ali Sheikholeslami, Associate Civil engineer

Phone Number: (510) 287-2047

E-mail Address: [asheikho@ebmud.com](mailto:asheikho@ebmud.com)

Please note that prospective Proposers are responsible for reviewing <http://ebmud.com/business>, during the RFP process, for any published addenda regarding this RFP.

**RESPONSE DUE**

by

**4:00 p.m.**

on

**June 1, 2016**

at

**EBMUD, Purchasing Division**

**375 Eleventh St., First Floor**

**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
**RFP No. 557-16-01**  
**for**  
**San Pablo Reservoir Water Quality Improvement Project**  
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**I. STATEMENT OF WORK**

**A. SCOPE OVERVIEW**

The purpose of this project is to analyze existing information including water quality data for San Pablo Reservoir in order to develop solutions and recommendations to reduce taste and odor causing compounds and soluble manganese levels in the reservoir.

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

The scope of this project includes the following tasks:

- Review and analyze the existing information and water quality data to identify the taste and odor (T&O) and manganese sources and factors influencing their formation in the reservoir
- Develop alternatives and discuss their effectiveness to reduce T&O and manganese concentrations in the reservoir
- Develop a preliminary design for the selected alternative solution
- Identify gaps in the existing information and define a water quality monitoring plan to better understand the source(s) of geosmin, 2-Methylisoborneol (MIB), and manganese and the factors influencing their formation
- Draft a report summarizing the key findings and recommendations of the study

Please refer to Section D, Scope of Services, for a more detailed description of the specific tasks included within the scope of this study.

**B. PROPOSER QUALIFICATIONS**

**1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, and Proposer's staff shall have been regularly engaged in the business of providing water quality monitoring and management strategies for lakes and reservoirs, including design of at least one oxygenation or aeration systems in the last five (5) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

## C. PROJECT BACKGROUND

### **Overview of the District's Water System**

The District supplies water to approximately 1.4 million people within 20 incorporated cities and 15 unincorporated communities in Alameda and Contra Costa Counties, located in the East Bay of San Francisco Bay Area. In the East Bay, the water system provides water to a 331 square-mile service area from Crockett to San Lorenzo, the San Ramon Valley, and from Walnut Creek to the San Francisco Bay.

On average, during normal years, approximately 90 percent of the District's water supply originates from Pardee Reservoir on the Mokelumne River in Sierra Nevada Mountain's foothills. The remaining raw water source is comprised of runoff from the local watersheds that flow into local reservoirs. During drought years water from the Sacramento River supplements the normal water supplies. The Mokelumne Aqueducts transport Pardee Reservoir water for direct use at the water treatment plants or for storage in the three local reservoirs. One of these local reservoirs is San Pablo Reservoir.

### **San Pablo Reservoir**

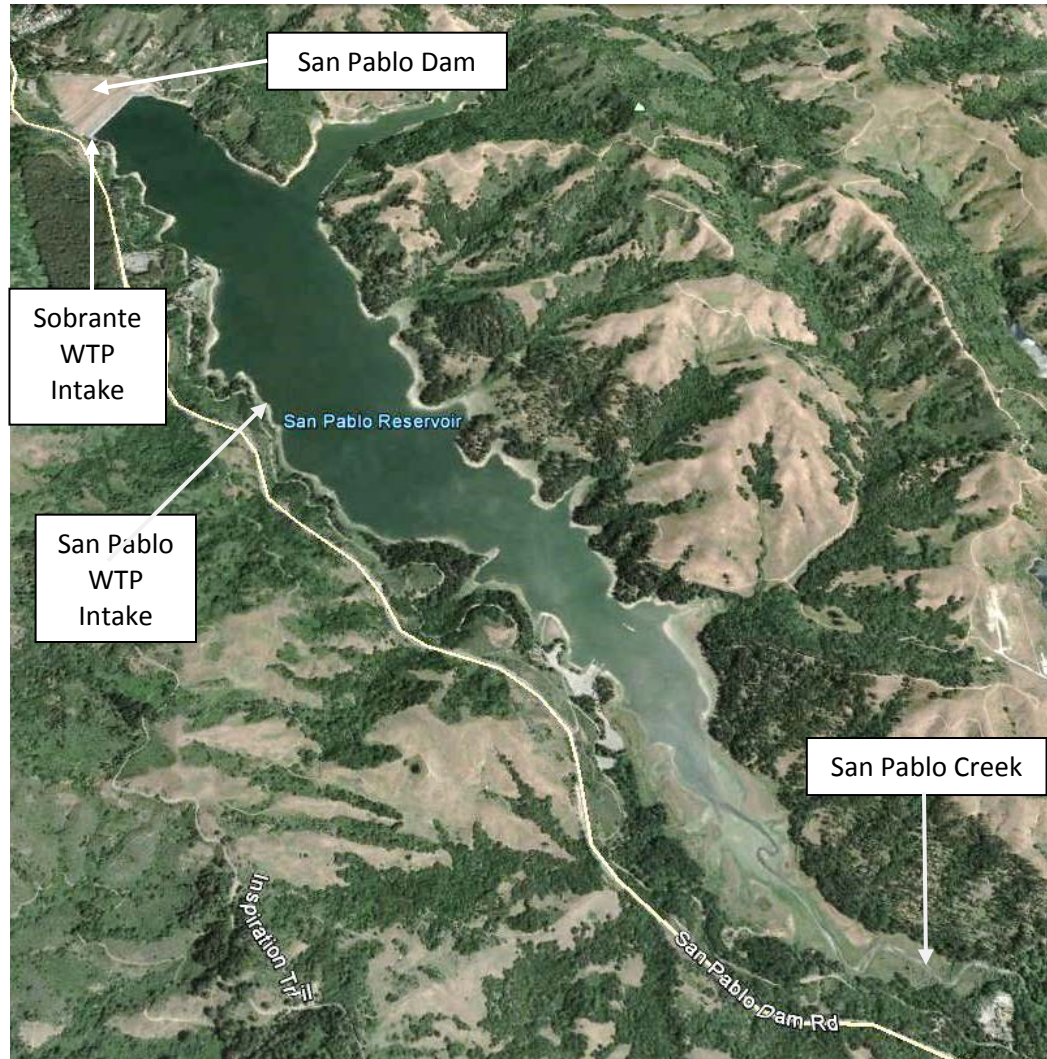
San Pablo Reservoir is located in the valley of San Pablo Creek, north of Orinda, and south of El Sobrante and Richmond, in unincorporated Contra Costa County (See Figure 1). It has a storage capacity of about 38,600 acre-feet, with a total surface area of 834 acres and a shoreline length of about 14 miles. It is 2.8 miles long, 0.5 miles wide in the widest area, and a maximum depth of about 200'. During typical operations San Pablo Reservoir receives runoff from its 24-square-mile watershed and the imported water from Pardee Reservoir via San Pablo Creek. During drought operations, San Pablo Reservoir also receives supplemental water supplies from the Sacramento River. The imported water travels about 1.5 miles along the creek into the reservoir. See Figure 1 for the location of the reservoir and the surrounding areas.

San Pablo Dam was constructed in 1921 almost entirely as a hydraulic fill with a clay "puddle" core. Weathered sandstones and shales taken from the hills adjacent to the abutments were used to construct the dam. With the exception of the core trench, the dam is founded on alluvial sediments associated with the San Pablo Creek drainage. In 2010, EBMUD completed a major seismic upgrade of the dam by injecting and mixing cement grout into portions of the dam foundation and the construction of a larger buttress fill on the downstream face of the dam.

The reservoir serves four water supply functions: emergency standby storage, regulation of Mokelumne Aqueduct supply, conservation/storage of local runoff from Bear and San Pablo Creeks, and a source of raw water for the Sobrante and San Pablo Water

Treatment Plants (WTPs). In addition, the reservoir provides recreation opportunities such as fishing and boating, picnicking, nature study, and hiking.

**Figure 1 – San Pablo Reservoir**



The intake tower for Sobrante WTP is located in the left abutment of the dam, see Figure 1. The tower is largely buried in San Pablo Dam and feeds the treatment plant through a 78-inch outlet conduit. Inflow to the tower is provided by three 78-inch-diameter concrete-lined and coated steel pipes, controlled by 60-inch butterfly valves at center line elevations of 267, 283, and 295 feet. A fourth inlet at approximate elevation of 217 feet, which is connected to the outlet tunnel, has been used in the past to drain the reservoir. During normal operations, the Sobrante WTP is operated as a seasonal plant operating from March to November to supply higher summer demand. In recent years, the Sobrante WTP has been operated year-round as part of the District drought operations to treat supplemental water supplies stored in the San Pablo Reservoir.

The spillway crest is at elevation 314'. Normal operations draw water from the 267' level, which provides acceptable water quality for normal Sobrante WTP operations at normal lake levels greater than 282'. During drought or emergency conditions utilizing standby storage/drawing down the lake level, water would need to be drafted through the 217'.

The intake tower for San Pablo WTP is located at the West side of the reservoir, see Figure 1. Inflow to the tower is provided by six valves located at elevations between 308' to 221'. The San Pablo WTP is only operated intermittently either for outage of major District facilities such as the Claremont Tunnel or Orinda WTP during winter months or for drought operation, which could be operated year-round including summer months.

### **Water Quality Problems at San Pablo Reservoir**

San Pablo Reservoir has regularly experienced musty and earthy T&O events during spring, summer and fall seasons, due primarily to the presence of geosmin in the water. However, in the past three years the magnitude and duration of these T&O events have greatly increased. In the summer of 2015, the reservoir's geosmin concentration spiked to 460 ng/L, overwhelming Sobrante WTP's capacity to deal with this T&O event resulted in a large number of customer complaints.

Sobrante WTP is a conventional water treatment plant that uses intermediate ozonation with hydrogen peroxide to destroy T&O causing compounds. In the past, the plant's ozone system has been effective in reducing the T&O in the raw water with ozone dose range of 1 to 7 mg/L and hydrogen peroxide dose range of 0.2 to 1.5 mg/L. However, the recent T&O events have forced the plant to either reduce its flow rate or produce water with objectionable T&O compounds, which have resulted in numerous customer complaints. The District is in the process of upgrading its ozone system at Sobrante WTP to better handle these T&O events. At the same time the District wants to evaluate options to reduce the geosmin and 2-methylisoborneol (MIB) levels in the reservoir itself. Unfortunately, the source of geosmin, and MIB, as well as the factors that influence their formation at San Pablo Reservoir are not well understood.

In addition to the T&O problems, the raw water entering Sobrante WTP periodically contains high concentrations of manganese. The plant's influent dissolved manganese concentration ranges from <10 µg/L to as high as 120 µg/L. The high concentration of manganese occurs in the late summer/early fall season and coincides with a reduction in dissolved oxygen. Potassium permanganate and/or chlorine are added to the raw water at the Sobrante WTP to oxidize the soluble manganese and form a precipitate which can be removed through the plant's coagulation/sedimentation and filtration processes. Additional manganese removal is accomplished via absorption onto the plant's filter media.

San Pablo WTP is a conventional water treatment plant without ozonation. Normally, this plant is not in service; however, during drought conditions San Pablo WTP is operated during summer and early fall to support the District drought operations. San Pablo Reservoir Water Quality Improvement Project's deliverable shall include recommendations on ways to reduce T&O and soluble manganese to improve raw water quality for San Pablo WTP.

The District needs to develop a comprehensive water quality monitoring program for San Pablo Reservoir to: (1) identify the sources of T&O and the factors that influence its formation, (2) evaluate alternatives to reduce the T&O levels in the reservoir, and (3) address the formation of soluble manganese in the water.

### **Water Quality Monitoring**

For the past several years, the District has collected monthly (at times weekly or biweekly) field measurements and water quality samples. Field measurements have been collected, using special probes, for temperature, pH, conductivity, dissolved oxygen, turbidity, chlorophyll, and bluegreen algae concentration.

The water quality samples have been collected at the intake tower from the surface and from elevations of 267 ft and 283 ft. The samples are analyzed for the following parameters: MIB (total and dissolved), geosmin (total and dissolved), various algae species, nitrate, nitrite, chlorophyll A, orthophosphate, total phosphate, and TOC.

Moreover, the District collects regular raw water samples from the reservoir at Sobrante WTP influent and San Pablo WTP influent for various water quality parameters when the plants are in operation.

Exhibit D shows samples of the field measurement data discussed above are for review and to illustrate the type of data that will be provided to the successful respondent for detailed analysis as part of the project.

#### **D. SCOPE OF SERVICES**

The Consultant will provide technical expertise and support required to complete the following tasks:

##### **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.

Deliverables:

- *Project Kick-Off Meeting* - The consultant will facilitate a meeting with the District to review the overall project management 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.
- *Quality Assurance/Quality Control Plan* - The consultant will develop a Quality Management Plan. All work products will be reviewed prior to submission to the District and documentation of all reviews will be provided with each submission.
- *Progress Meetings* - The consultant will conduct biweekly progress teleconferences with the 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.
- *Progress Reports* - 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 monthly progress report will include:
  - An assessment of actual versus planned progress in completing the Scope of Services, including a description of the tasks and deliverables completed to date.
  - 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.
  - For each task, the percentage of the fees incurred for such task compared to dollar amount allocated to such task.
  - A look-ahead schedule listing deliverables and activities planned for the next month.
  - A summary of proposed changes to the Scope of Services including justifications for such changes.
  - Action Items 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.
- *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.

- *Meeting Agendas and Minutes* – The consultant will provide the agenda for all the meetings at least five (5) business days prior to the meetings and the minutes within three (3) business days after the meetings. The minutes will focus on decisions made and open action items

## **Task 2 - Review and Analyze Existing Information and Data**

The consultant shall review and analyze all the existing water quality data, amount of water from different sources, reports, and drawings that are relevant to the formation of geosmin and soluble manganese in San Pablo Reservoir. Moreover, the consultant shall identify additional data needed to understand the recent increase of geosmin concentration in the reservoir. The consultant shall perform appropriate statistical analyses on the existing data. The consultant shall also review the data and reports for Upper San Leandro (USL) Reservoir's Hypolimnetic Oxygenation System. These reports and water quality data that need to be analyzed and reviewed include the following:

1. *San Pablo Reservoir Water Quality Profile Data 2010 to Present*: Biweekly profile data from 2010 to present that are collected at the Sobrante WTP intake tower during Sobrante WTP operation. On average, Sobrante is operated about 8 months per year. The profile data include: temperature, specific conductivity, dissolve oxygen, pH, turbidity, chlorophyll, and BGA-PC.
2. *Sobrante and San Pablo WTP Raw Water Quality Data*: Data from raw water samples collected at the plants or directly from the reservoir that are analyzed daily, weekly, or monthly when the plants are operational for parameters such as turbidity, pH, temperature, alkalinity, TOC, DOC, geosmin, MIB, manganese, nitrate, nitrogen, chlorophyll, total phosphate, orthophosphate, algae, total coliform, E. Coli and other relevant water quality parameters that are stored in the District water quality database. Additionally, information such as the outlet gate(s) elevations will be provided to allow cross-referencing with the depth profiles taken from the reservoir.
3. *Drawings*: Existing drawings for San Pablo Reservoir and the intake towers.
4. *San Pablo Reservoir Water Balance*: San Pablo Reservoir Record of Operation from 2010 to 2015.
5. *Reports*:
  - a. EBMUD Upper San Leandro Reservoir Hypolimnetic Oxygenation Operating and Maintenance Manual, October 2001
  - b. Upper San Leandro Hypolimnetic Oxygenation System (HOS) Performance Evaluation Report 2002

**Deliverable:**

- *Data Analysis Report* - A technical memorandum summarizing the existing information, water quality data, and the analyses performed to identify the likely sources of geosmin, MIB, and soluble manganese in the reservoir and the key factors and variables that influence their formation. Moreover, the consultant shall prepare a summary of key data gaps for the project.
- *Data Analysis Workshop* – The consultant shall conduct a workshop at the District’s facility to present the results of Task 2 and gather input from the various District staff, departments, and other stakeholders before finalizing the Data Analysis Report.

**Task 3 - Develop and Evaluate Alternatives to Reduce Geosmin and Manganese**

Based on the results of Task 2, the consultant shall develop alternatives and evaluate their expected effectiveness in improving water quality in San Pablo Reservoir. The consultant shall evaluate in-reservoir treatment alternatives such as aeration and oxygenation as well as other appropriate measures that are effective in improving water quality. Pros and cons of each alternative, as well as their estimated capital costs, operation and maintenance costs, and construction/implementation schedule need to be included in the alternatives evaluation. The consultant shall recommend a preferred alternative solution(s) to reduce geosmin, MIB, and manganese levels in the reservoir.

**Deliverables:**

- *Alternatives Evaluation Report* - A technical memorandum that reviews and evaluates the potential alternatives to reduce geosmin, MIB, and manganese levels in San Pablo Reservoir and recommends the preferred alternative.
- *Alternative Evaluation Workshop* – The consultant shall conduct a workshop at the District’s facility to present the results of Task 3 and gather input from various District staff, departments, and other stakeholder before finalizing the Alternative Evaluation Report.

**Task 4 - Develop Preliminary Design for the Preferred Alternative**

Based on the results of Task 3, the consultant shall develop a preliminary design for the selected alternative solution, including conceptual equipment layout and sizing of any new facilities that will be required to control T&O and manganese in the reservoir. The consultant shall develop the pre-designs to the point where the feasibility is confirmed, the scope is well defined, and costs can be accurately estimated. The consultant shall prepare a preliminary design TM for the proposed facilities based on the design criteria and facility layouts agreed upon by the District. The preliminary design TM will include

civil site plans, equipment layouts, process and instrumentation diagrams (P&IDs), design criteria tables, and general descriptions of the facilities and operation.

The consultant shall prepare an estimate of probable construction costs of the facility. Accuracy of cost estimate shall conform to Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 17R-97, Class 4.

Deliverables:

- *Preliminary Design Report* - A technical memorandum with findings and recommendations, preliminary facility layout, sizing, and construction cost estimate.
- *Preliminary Design Workshop* – The consultant shall conduct a workshop at the District’s facility to present the results of Task 6 and gather input from various District staff, departments, and other stakeholder before finalizing the Preliminary Design Report.

### **Task 5 – Water Quality Monitoring Plan**

The consultant shall develop a long-term water quality monitoring plan for the reservoir. This plan will enable the District to monitor the effectiveness of the preferred solution(s) identified in Task 3.

Deliverables:

- *Water Quality Monitoring Plan* - A technical memorandum describing the monitoring plan that includes: sample frequency, sample locations, sample collection methodology, methods of analysis, ancillary data collected (pH, temperature, water level, dissolved oxygen, etc.), types of data analyses, annual cost, and responsibilities to implement the plan. A justification for inclusion of each data type must be part of this plan.
- *Water Quality Monitoring Plan Workshop* – The consultant shall conduct a workshop at the District’s facility to present the results of Task 4 and gather input from various District staff, departments, and other stakeholder before finalizing the Water Quality Monitoring Plan.

### **Task 6 - Final Report**

Under this task the consultant shall summarize the findings under all previous tasks and provide the District with recommendations to reduce geosmin and soluble manganese levels in the reservoir and to implement a long-term water quality monitoring program to evaluate the effectiveness of these recommendations.

Deliverable: A final report summarizing the key findings of previous tasks with a set of recommendation. This report should also outline the time frame likely to see measureable improvements in the reservoir.

### Optional Tasks

#### Task 7 – Short-term Water Quality Monitoring & Data Analyses

At the end of Task 2, if the consultant and the District agree that additional water quality data is needed to complete Tasks 3 and 4, then the consultant will develop a short-term water quality monitoring plan. The District will implement this monitoring plan and will do the required water quality analytical work. The consultant shall do the data analyses and summarize the results.

Deliverables:

- *Water Quality Monitoring Report* – A technical memorandum summarizing the results of the water quality monitoring that include the following information and analyses: number of samples collected, location of the monitoring points, analyses performed, data summary, problems encountered, graphical and statistical analyses of the data collected to date, and the monitoring impact on completion of Task 4.
- *Water Quality Data Analysis Workshop* – The consultant shall conduct a workshop at the District’s facility to present the results of Task 7 and gather input from various District staff, departments, and other stakeholder before finalizing the Water Quality Monitoring Report.

#### **Preliminary Project Schedule**

Event/Deliverables	Date
Contract Start	August 2016
Task 1 - Project Kick-off and PM Plan	August 2016
Task 2 - Data Analyses Report	October 2016
Task 3 - Alternatives Evaluation Report	December 2016
Task 4 - Preliminary Design Report	February 2017
Task 5 - Water Quality Monitoring Plan	May 2017
Task 6 – Final Report	June 2017
Task 7 (Optional) – WQ Monitoring Report	TBD

## II. CALENDAR OF EVENTS

<b>EVENT</b>	<b>DATE/LOCATION</b>
<b>RFP Issued</b>	May 3, 2016
<b>Response Due Date</b>	June 1, 2016 by 4:00 p.m.
<b>Top Proposals Selection</b>	Week of June 6, 2016
<b>Top Consultants Interviews (if needed)</b>	Week of June 20, 2016
<b>Consultant Selection</b>	Week of June 20, 2016
<b>Contract Negotiation</b>	June/July 2016
<b>EBMUD Board Approval</b>	July 26, 2016

**Note:** All dates are subject to change.

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

## III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

### A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by a committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any PO or contract that may be awarded as a result of this RFP.

6. Award of contract. The right is reserved 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 technical defects, 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 District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC 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 DSC.

The DSC 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 each 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 deemed of higher quality than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Implementation Plan and Schedule:</b> 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>
<b>B.</b>	<p><b>Relevant Experience:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> </ol>

	3. How extensive is the applicable education and experience of the personnel designated to work on the project?
<b>C.</b>	<b>References (See Exhibit A – RFP Response Packet):</b> 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.
<b>D.</b>	<b>Oral Presentation and Interview:</b> The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.
<b>E.</b>	<b>Understanding of the Project:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> <li>4. Has the Proposer demonstrated that it understands the District’s time schedule and can meet it?</li> </ol>
<b>F.</b>	<b>Methodology:</b> RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the District’s time schedule?</li> </ol>
<b>G.</b>	<b>Contract Equity Program:</b> Proposer shall be eligible for SBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.

## C. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on the District's website ([www.ebmud.com](http://www.ebmud.com)), or notification of selection/non-selection, whichever is sooner. 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 protestor. If a firm is representing the protestor, 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 working 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.

D. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District PO 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 only to be contacted for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Sheikholeslami, Associate Civil Engineer  
EBMUD – Design Division  
E-Mail: asheikho@ebmud.com  
PHONE: (510) 287-2047

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Sheikholeslami, Associate Civil Engineer  
EBMUD – Design Division  
E-Mail: asheikho@ebmud.com  
PHONE: (510) 287-2047

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:

Andrew Akelman, Manager of Purchasing  
East Bay Municipal Utility District  
San Pablo Reservoir Water Quality Improvement Project  
RFP No. 557-16-01  
EBMUD–Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD  
East Bay Municipal Utility District  
San Pablo Reservoir Water Quality Improvement Project  
RFP No. 557-16-01  
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. Please include three (3) additional hardcopies of the RFP.
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** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

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 one hundred eighty (180) 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, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

**RFP No. 557-16-01 – San Pablo Reservoir Water Quality Improvement 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, FIVE (5) COPIES, AND ONE (1) ELECTRONIC COPY (in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL 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 TOTAL.**
  
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**



### 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 of RFP No. 557-16-01
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 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.

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

- Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
- Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

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

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

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: \_\_\_\_\_
- Joint Venture
- Partnership
- Non-Profit / Church

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## PROPOSAL FORM

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total.

### LABOR DISTRIBUTION

	Consultant				Subconsultants						
	Project Manager	Project Eng	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:
- Task 2:
- Task 3:
- Task 4:
- Task 5:
- Task 6:
- Task 7:

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.)***



## 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. **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.
2. **Letter of Transmittal (2 pages):** The proposal 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 proposal and overall benefits to the District. This synopsis should not exceed two (2) pages in length and should be easily understood.
3. **Scope of Work:** The proposal shall include a clear and complete discussion of each task necessary to complete the project. Using Section I of the RFP as a guide, describe each task and subtask in sufficient detail to present your method of approach. Address your understanding of the project, including your approach to dealing with any potential constraints or obstacles. Recommend alternative ways of performing tasks that may reduce cost or shorten the schedule. Discuss the reasons for any changes made to the scope.
4. **Implementation Plan (2-4 pages) and Schedule (1-2 page, 11"x17"):** The proposal 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.
5. **Project Management (2-3 pages):** The proposal shall include key project management features, including methods for schedule control, budget control, and information about the Proposer's quality control program.
6. **Key Personnel (3 pages, plus resumes at 1 page each):** The proposal shall include an organization chart of the team and a complete list of all key personnel associated with the proposal. This list must include all key personnel who will provide services to the District. 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 Proposal;

- c. The person's availability to provide services to the project, in terms of percentage of time, over the course of the duration of services.
  - d. The person's resume, at one page maximum per person, including:
    - Telephone number, fax number, and e-mail address
    - Years of experience, and years of experience with firm
    - Educational background; and Relevant experience, certifications, and/or merits
7. **Level of Effort (2-3 page, 11"x17"):** For each of the tasks (as may be modified in your proposal), provide and estimated level of effort for all staff. In spreadsheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including subconsultants.
8. **References (2 pages):** References MUST demonstrate the successful completion of consulting projects of the same quality and manner as that which is described in this RFP.
- a. Consultants must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
  - b. References must be satisfactory as deemed solely by District. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - c. Consultants must verify the contact information for all references provided is current and valid.
  - d. Consultants are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - e. The District may contact some or all of the references provided in order to determine Consultant's performance record on work similar to that described in this RFP.
  - f. 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 consultant'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"; and Form P-46, "Designation of Subcontractors."** Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



**REFERENCES**

**RFP No. 557-16-01 - San Pablo Reservoir Water Quality Improvement Project**

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

**Proposer must provide a minimum of three (3) references.**

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

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

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

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

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



\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Program Guidelines and Forms](#)

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

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

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



## EXHIBIT B

# INSURANCE REQUIREMENTS

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

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

### INDEMNIFICATION AND INSURANCE

A. Indemnification

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

B. Insurance Requirements

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

C. Workers Compensation Insurance

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

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.

# **EXHIBIT C - CONSULTING AGREEMENT TEMPELATE**

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

*(Project Title)*

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

### **WITNESSETH**

WHEREAS, DISTRICT requires consulting services for (*need for project*); and

WHEREAS, DISTRICT has completed (*completed projects that pertain to this project - optional*); and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for (*state type - "preparation of planning documents", "preparation of design documents", or "construction management support services"*) for the (*project title*) and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise 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 will 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 will also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products will 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 will maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement will follow practices usual and customary to the (*state type - for example "engineering"*) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph will 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 will be delivered to and will 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 will 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, will be determined by CONSULTANT, and DISTRICT will 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 will 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 will not be covered by DISTRICT's worker's compensation insurance; nor will 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 will be subject to a Professional Fee Ceiling of **\$(dollars)**. Total compensation under the Agreement will not exceed a Maximum Agreement Ceiling of **\$(dollars)**. Compensation for services will 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 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 will promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work will not be performed on such changes without prior written authorization of DISTRICT.

## **ARTICLE 3 - NOTICE TO PROCEED**

- 3.1 This Agreement will become effective upon execution of the second signature. CONSULTANT will commence work upon receipt of DISTRICT's Notice to Proceed, which will 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 will commence until the Notice to Proceed is issued.

#### **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 will 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, will be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT will be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 will not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.

#### ***(Optional)***

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

#### **ARTICLE 5 - PROJECT MANAGERS**

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who will 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 will 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 will be subject to approval by the DISTRICT Project Manager. *(The following sentence is optional.)* CONSULTANT hereby commits an average of *(1 to 100)* percent of *(Consultant Project Manager's name)* time on this project for the duration of the project.

## **ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE**

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

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

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

## **ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

### 7.1 Indemnification

CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or pertaining 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.

### 7.1 Indemnification

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

### 7.2 Insurance Requirements

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

[\\EBMUD DATA 04\DATA\INFO\Forms Shop\UF020-28.doc](#);

[\\EBMUD DATA 04\DATA\INFO\Forms Shop\uf020-30.doc](#);

[\\EBMUD DATA 04\DATA\INFO\Forms Shop\UF020-33.doc](#);

[\\EBMUD DATA 04\DATA\INFO\Forms Shop\UF020-29.doc](#) *print out for consultant's use*)

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

### 7.3 Workers Compensation Insurance

CONSULTANT will 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 will require any subconsultant to provide it with evidence of Workers Compensation Insurance.

### 7.4 Commercial General Liability Insurance

CONSULTANT will 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 will require any subconsultant to provide evidence of liability insurance coverages.

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

\$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$1,000,000/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. DISTRICT and its Directors, officers, and employees are additional insureds in the policy(ies) as to the work being performed under this Agreement;
2. The coverage is primary and non-contributory to any other insurance carried by DISTRICT;
3. The policy(ies) cover(s) contractual liability for the assumption of liability through the indemnity in this Agreement;
4. The policy(ies) is(are) written on an occurrence basis;
5. The policy(ies) cover(s) broad form property damage liability;
6. The policy(ies) cover(s) personal injury (libel, slander, and trespass) liability;
7. The policy covers explosion, collapse and underground hazards (construction contracts only).
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of non-owned automobiles and equipment.
10. The policy(ies) will cover Pollution liability for claims related to the release or threatened release of pollutants into the environment arising out of or resulting from CONSULTANT's performance under this Agreement.
11. The policy(ies) will not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

#### 7.8 Professional Liability Insurance

CONSULTANT will 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 will provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

### **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 will 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 *(Engineering and Construction Department)*

P.O. Box 24055

Oakland, CA 94623-1055

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

Such personal delivery or mailing in such manner will 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 will 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 will 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 will not affect the validity of the remainder of this Agreement, which will 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 will take precedence should any differences exist among counterparts of the Agreement.

- 9.5 This Agreement and all matters relating to it will 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 will 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 will 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), genetic information, or sexual orientation. CONSULTANT will 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 will be deemed to be in material breach of this Agreement.

**Consultant will 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, 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 will 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 will expire when all tasks have been completed and final payment has been made by DISTRICT.

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

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
*(Name),*  
*(Insert title - Director of Engineering and Construction)*

Approved As To Form

By: \_\_\_\_\_  
for the Office of the General Counsel

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
*(Name),*  
*(Title)*

Rev. 3/24/14

**EXHIBIT A**

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

**SCOPE OF SERVICES**

**I. CONSULTANT SERVICES**

CONSULTANT will provide the following:

Contracted Services

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

Optional Services

*(State each task with associated task number)*

**II. PROJECT SCHEDULE**

*(List schedule milestones and completion dates)*

## EXHIBIT B

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

#### COMPENSATION

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

1. DISTRICT will 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 will 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 will 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 will be rounded-up to the nearest quarter-hour (0.25) increment. Labor costs for principals will be based upon the actual hourly rate of pay for those individuals. Labor rates will 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 will pay CONSULTANT an overhead expense equal to (*insert overhead rate*) percent of labor costs incurred by CONSULTANT. CONSULTANT acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT service area.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT will 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.
- Meals, transportation or other charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

### 2.3 Subconsultant Services

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

### 2.4. Other Direct Costs

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

1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
2. 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 will 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 will 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 will earn the Professional Fee based on a **(insert rate)** percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

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

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

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

2.7 Billing and Payment

CONSULTANT will invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs will include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs will be invoiced by task as described in Exhibit A. Invoices will 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 will be organized to clearly identify the task charged and will 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) will be attached. ***(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work will be in accordance with guidelines set forth below and will include certified payroll reports. ")*** DISTRICT will pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date will be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")***

A ceiling price is in effect for the entire Scope of Services. If the authorized Agreement Ceiling, including the authorized Professional Fee Ceiling, is reached, CONSULTANT will 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 will 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 will provide DISTRICT with ***("bi-weekly" or "monthly" depending on duration of project)*** budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows will be based on all CONSULTANT and subconsultant time sheets up to a date within 3 weeks of the date of the budget status report.

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

**EXHIBIT B-1**

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

**• COST DISTRIBUTION**

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

I. Contracted Services

Task 1.1:  
Task 1.2:  
Task 2.1:  
Task 2.2:  
Subtotal

(\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*)

- \* 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 the format.)***

**EXHIBIT B-2**

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

**LABOR DISTRIBUTION**

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

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

**CEP COMPLIANCE**

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

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

\*\*BASED ON A MAXIMUM SERVICES AGREEMENT CEILING AMOUNT OF **\$(DOLLARS)**

# **EXHIBIT D**

## **Sample Field Measurement Data**

File Created:7/2/2014 3:58:14 PM

Sonde ID           Sonde 14B104630  
 Site                SOTW  
 Template          KOR Capture  
 Averaging Mode    Accelerated  
 Time Zone         (UTC-08:00) Pacific Time (US & Canada)

Date	Time	Time	Site Name	Fault Code	Temp °C	SpCond mS/cm	ODO % sat	ODO mg/L	pH	Depth ft	Turbidity NTU	Chlorophy ll µg/L	BGA-PC RFU	BGA-PC µg/L
7/2/2014	10:41:00	0.516	SOTW	0	18.177	0.0051	97.2	9.17	6.58	-0.216	0.91	-0.15	0.05	0.06
7/2/2014	10:41:02	0.355	SOTW	0	18.16	0.0051	97.3	9.18	7.03	-0.216	0.93	-0.13	0.03	0.04
7/2/2014	10:41:18	0.259	SOTW	0	18.114	0.0053	97.3	9.19	6.65	-0.216	0.79	9.26	1.03	1.04
7/2/2014	10:41:34	0.069	SOTW	0	22.696	0.215	109	9.4	8.73	0.263	2.08	4.29	0.57	0.59
7/2/2014	10:41:49	0.829	SOTW	0	22.795	0.2155	110.8	9.54	8.84	0.914	1.98	4.04	0.58	0.59
7/2/2014	10:42:05	0.512	SOTW	0	22.773	0.2155	111.1	9.56	8.89	1.359	2.09	4.58	0.56	0.57
7/2/2014	10:42:21	0.021	SOTW	0	22.775	0.2155	111.2	9.57	8.91	1.421	1.99	5.96	0.74	0.75
7/2/2014	10:42:36	0.487	SOTW	0	22.776	0.2156	111.2	9.57	8.93	1.486	2.04	5.13	0.71	0.72
7/2/2014	10:42:52	0.04	SOTW	0	22.764	0.2155	111.1	9.57	8.93	1.507	2.08	5.41	0.69	0.7
7/2/2014	10:43:07	0.561	SOTW	0	22.797	0.2156	111.2	9.57	8.94	1.535	2	4.85	0.7	0.71
7/2/2014	10:43:15	0.002	SOTW	0	22.801	0.2155	111.2	9.57	8.94	1.544	2.08	4.98	0.63	0.64
7/2/2014	10:43:30	0.053	SOTW	0	22.8	0.2156	111.1	9.56	8.95	1.579	1.97	5.12	0.67	0.68
7/2/2014	10:43:45	0.885	SOTW	0	22.647	0.2156	110.6	9.55	8.94	5.093	2.25	13.58	1	1.01
7/2/2014	10:44:01	0.579	SOTW	0	22.507	0.2157	107.5	9.3	8.91	5.924	2.04	9.61	1.08	1.09
7/2/2014	10:44:17	0.356	SOTW	0	22.46	0.2156	105.7	9.16	8.89	6.736	2.01	8.07	0.96	0.97
7/2/2014	10:44:33	0.161	SOTW	0	22.426	0.2157	104.3	9.04	8.88	10.647	1.92	7.25	0.88	0.89
7/2/2014	10:44:48	0.893	SOTW	0	22.374	0.2157	103.7	9	8.87	11.575	1.92	6.44	0.82	0.83
7/2/2014	10:45:04	0.691	SOTW	0	22.299	0.2159	101	8.78	8.83	12.334	2.11	7.16	0.75	0.77
7/2/2014	10:45:20	0.485	SOTW	0	22.225	0.216	97.4	8.47	8.77	13.678	2.06	6.21	0.71	0.72
7/2/2014	10:45:36	0.295	SOTW	0	22.177	0.216	95.8	8.35	8.74	17.247	2.16	8.27	0.72	0.73
7/2/2014	10:45:52	0.126	SOTW	0	22.156	0.216	95.2	8.29	8.73	17.591	2.22	6.71	0.71	0.73
7/2/2014	10:46:07	0.869	SOTW	0	22.125	0.216	94.3	8.22	8.71	20.386	2.11	6.13	0.63	0.64
7/2/2014	10:46:23	0.74	SOTW	0	21.832	0.2169	76.1	6.67	8.39	21.533	1.48	3.9	0.36	0.37
7/2/2014	10:46:39	0.461	SOTW	0	21.516	0.2175	64	5.64	8.15	22.114	1.2	3.95	0.28	0.29

7/2/2014	10:46:55	0.156 SOTW	0	20.768	0.2166	38.7	3.46	8	23.204	0.74	1.61	0.04	0.06
7/2/2014	10:47:10	0.932 SOTW	0	20.257	0.2165	20.5	1.85	7.84	28.06	0.67	1.19	0.05	0.06
7/2/2014	10:47:26	0.725 SOTW	0	19.89	0.2165	8.5	0.78	7.73	29.388	0.58	1.39	0.01	0.02
7/2/2014	10:47:42	0.458 SOTW	0	19.507	0.2167	5.5	0.5	7.67	33.233	0.49	1.02	0.02	0.03
7/2/2014	10:47:58	0.174 SOTW	0	18.838	0.2174	4.1	0.38	7.6	34.159	0.43	0.68	-0.02	-0.01
7/2/2014	10:48:13	0.929 SOTW	0	17.808	0.219	3.4	0.33	7.56	35.325	0.48	0.64	-0.05	-0.04
7/2/2014	10:48:29	0.793 SOTW	0	17.187	0.22	3	0.29	7.49	36.989	0.47	0.5	-0.03	-0.01
7/2/2014	10:48:45	0.569 SOTW	0	16.107	0.223	2.6	0.26	7.44	40.93	0.57	0.37	-0.04	-0.03
7/2/2014	10:49:01	0.286 SOTW	0	16.027	0.2224	2.4	0.24	7.41	43.625	0.58	0.41	-0.06	-0.05
7/2/2014	10:49:17	0.128 SOTW	0	13.511	0.2287	2.1	0.22	7.37	46.817	0.66	0.26	0.01	0.02
7/2/2014	10:49:32	0.922 SOTW	0	12.742	0.23	1.9	0.2	7.32	51.045	0.54	0.19	-0.01	0
7/2/2014	10:49:48	0.676 SOTW	0	11.953	0.2306	1.8	0.19	7.28	53.471	0.46	0.1	0.04	0.05
7/2/2014	10:50:04	0.508 SOTW	0	11.717	0.231	1.7	0.19	7.27	57.039	0.59	0.12	0.06	0.07
7/2/2014	10:50:20	0.291 SOTW	0	11.644	0.2308	1.6	0.17	7.25	60.354	0.53	0.13	0.07	0.08
7/2/2014	10:50:36	0.101 SOTW	0	11.422	0.2312	1.5	0.16	7.23	63.013	0.64	0.04	0.07	0.08
7/2/2014	10:50:51	0.828 SOTW	0	11.353	0.2318	1.5	0.16	7.21	67.055	0.9	0.08	0.07	0.08
7/2/2014	10:51:07	0.605 SOTW	0	11.186	0.2331	1.5	0.16	7.18	68.446	1.22	0.14	0.07	0.08
7/2/2014	10:51:23	0.387 SOTW	0	11.099	0.2332	1.4	0.15	7.16	73.261	1.16	0.05	0.08	0.09
7/2/2014	10:51:39	0.153 SOTW	0	11.021	0.233	1.4	0.15	7.16	74.486	0.97	-0.04	0.06	0.07
7/2/2014	10:51:54	0.995 SOTW	0	10.957	0.2332	1.3	0.14	7.16	77.981	1.11	0.03	0.07	0.09
7/2/2014	10:52:10	0.778 SOTW	0	10.827	0.2341	1.3	0.15	7.13	79.524	1.14	0.04	0.07	0.08
7/2/2014	10:52:26	0.533 SOTW	0	10.763	0.2345	1.3	0.14	7.13	83.45	1.16	0	0.1	0.11
7/2/2014	10:52:42	0.337 SOTW	0	10.584	0.2358	1.2	0.14	7.11	84.711	1.67	-0.12	0.06	0.07
7/2/2014	10:52:58	0.126 SOTW	0	10.561	0.2367	1.2	0.13	7.1	85.975	2.31	0	0.07	0.08
7/2/2014	10:53:13	0.837 SOTW	0	10.53	0.237	1.2	0.13	7.1	89.7	2.37	-0.01	0.06	0.07
7/2/2014	10:53:29	0.625 SOTW	0	10.505	0.2372	1.1	0.13	7.09	91.06	2.35	0.01	0.07	0.08
7/2/2014	10:53:45	0.407 SOTW	0	10.501	0.2372	1.1	0.13	7.09	92.076	2.33	-0.04	0.06	0.07
7/2/2014	10:54:01	0.217 SOTW	0	10.462	0.238	1.1	0.12	7.07	96.739	2.52	-0.01	0.06	0.07
7/2/2014	10:54:16	0.983 SOTW	0	10.456	0.2381	1.1	0.12	7.07	97.51	2.53	-0.06	0.07	0.08
7/2/2014	10:54:32	0.788 SOTW	0	10.444	0.2383	1.1	0.12	7.06	100.718	2.45	-0.07	0.09	0.1
7/2/2014	10:54:48	0.598 SOTW	0	10.432	0.2384	1.1	0.12	7.06	101.434	2.46	-0.06	0.07	0.09
7/2/2014	10:55:04	0.436 SOTW	0	10.421	0.2385	1	0.11	7.05	102.259	2.37	-0.08	0.07	0.08
7/2/2014	10:55:20	0.191 SOTW	0	10.407	0.2388	1	0.11	7.05	105.944	2.31	-0.05	0.06	0.08
7/2/2014	10:55:36	0.002 SOTW	0	10.403	0.2388	1	0.11	7.04	107.162	2.3	-0.07	0.06	0.07
7/2/2014	10:55:51	0.851 SOTW	0	10.405	0.2388	1	0.11	7.04	110.409	2.3	-0.03	0.06	0.07

7/2/2014	10:56:07	0.617 SOTW	0	10.404	0.2389	0.9	0.11	7.04	110.971	2.37	-0.03	0.05	0.06
7/2/2014	10:56:23	0.412 SOTW	0	10.4	0.2389	0.9	0.1	7.03	111.701	2.28	-0.11	0.08	0.09
7/2/2014	10:56:39	0.156 SOTW	0	10.398	0.239	0.9	0.1	7.03	116.574	2.2	0.09	0.06	0.07
7/2/2014	10:56:54	0.999 SOTW	0	10.392	0.2392	0.9	0.1	7.03	117.813	2.19	-0.06	0.07	0.08
7/2/2014	10:57:10	0.798 SOTW	0	10.393	0.2392	0.9	0.1	7.03	121.922	2.19	0.04	0.04	0.06
7/2/2014	10:57:26	0.659 SOTW	0	10.389	0.2393	0.9	0.1	7.03	123.115	2.16	0	0.03	0.04
7/2/2014	10:57:42	0.403 SOTW	0	10.389	0.2393	0.9	0.1	7.02	126.834	2.11	-0.02	0.06	0.08
7/2/2014	10:57:58	0.115 SOTW	0	10.389	0.2394	0.8	0.09	7.02	127.784	2.16	-0.02	0.05	0.07
7/2/2014	10:58:13	0.942 SOTW	0	10.388	0.2394	0.8	0.09	7.02	128.511	2.15	-0.07	0.05	0.06
7/2/2014	10:58:29	0.764 SOTW	0	10.38	0.2395	0.8	0.09	7.02	132.473	2.07	0.09	0.05	0.06
7/2/2014	10:58:45	0.525 SOTW	0	10.38	0.2397	0.8	0.09	7.01	134.515	180.76	1.19	0.47	0.48
7/2/2014	11:23:26	0.727 SOBL	0	22.451	0.2131	104.2	9.03	8.6	1.894	2.91	10.93	1.05	1.06
7/2/2014	11:23:28	0.5 SOBL	0	22.456	0.2132	103.9	9	8.6	1.901	2.9	11.65	1.06	1.08
7/2/2014	11:23:44	0.085 SOBL	0	22.508	0.2134	102.2	8.84	8.61	1.886	3.04	17.09	1.13	1.14
7/2/2014	11:23:59	0.729 SOBL	0	22.504	0.2134	102.2	8.85	8.63	1.844	3.08	12.33	1.17	1.18
7/2/2014	11:24:01	0.492 SOBL	0	22.506	0.2134	102.3	8.85	8.63	1.841	3.04	12.32	1.15	1.16
7/2/2014	11:24:17	0.402 SOBL	0	22.519	0.2135	101.7	8.8	8.64	1.792	2.95	10.89	1.01	1.03
7/2/2014	11:24:33	0.146 SOBL	0	22.524	0.2137	100.4	8.69	8.62	1.876	2.86	9.26	0.87	0.88
7/2/2014	11:24:48	0.941 SOBL	0	22.486	0.2133	101.3	8.77	8.66	6.091	3.23	18.73	1.43	1.44
7/2/2014	11:25:04	0.841 SOBL	0	22.502	0.2133	102.4	8.86	8.67	7.408	3.21	20.15	1.48	1.49
7/2/2014	11:25:20	0.64 SOBL	0	22.458	0.2133	101.9	8.83	8.66	11.375	3.16	20.32	1.32	1.33
7/2/2014	11:25:36	0.428 SOBL	0	22.4	0.2135	90.5	7.84	8.48	12.321	3.37	17.85	1.15	1.16
7/2/2014	11:25:52	0.179 SOBL	0	21.79	0.2161	58.5	5.14	8.28	13.19	2.71	11.82	0.84	0.86
7/2/2014	11:26:07	0.989 SOBL	0	21.363	0.2166	38.5	3.41	8.07	16.617	1.94	6.11	0.32	0.33
7/2/2014	11:26:23	0.778 SOBL	0	21.008	0.2167	27	2.4	7.92	17.568	1.77	3.45	0.14	0.15
7/2/2014	11:26:39	0.451 SOBL	0	20.928	0.2165	21.2	1.89	7.81	17.987	1.71	3.36	0.13	0.14