

January 11, 2018

Subject: Request for Proposal for Preparation of an Initial Study and Mitigated Negative Declaration and Environmental Permitting for the Photovoltaic System Project

Dear Consultant:

East Bay Municipal Utility District (EBMUD) cordially invites firms, or combination of firms, to submit a proposal for preparation of an Initial Study and Mitigated Negative Declaration and Environmental Permitting for the Photovoltaic (PV) System Project pursuant to the California Environmental Quality Act (CEQA). For purposes of submitting a proposal, initial analysis indicates that a Mitigated Negative Declaration may be appropriate but the proposer should be aware that if the Initial Study determines that a higher level of CEQA is required, the scope should include additional time and resources to complete the higher level of CEQA identified under the Optional Services.

Firms shall prepare their proposals in accordance with directions provided under Proposal Format (Enclosure 3). Several other enclosures are provided for your reference including a project description, scope of work, evaluation criteria, and interview format. A Standard Consulting Agreement and link to EBMUD's Contract Equity Program are also included.

Proposing consultants are requested to mail or deliver six (6) hard copies and one (1) CD of their proposals (including all attachments) in an envelope to arrive no later than 4:00 p.m. on February 1, 2018 to:

East Bay Municipal Utility District
CEQA Documentation and Permitting for PV
Ramona Gonzalez, Associate Civil Engineer
375 Eleventh Street, M/S 205
Oakland, CA 94607-4240

The envelope shall also have stated thereon the name and address of the submitting firm. Please be aware that ***postmarks will not be accepted, and faxed and emailed proposals will not be considered.***

Questions concerning this request should be directed to Ramona Gonzalez, Associate Civil Engineer, at (510) 287-1619 or Ramona.Gonzalez@ebmud.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ramona Gonzalez", is written over a light blue horizontal line.

Ramona Gonzalez
Water Operations Department

- Enclosures:
1. Project Description
 2. Scope of Work
 3. Proposal Format
 4. Proposal Evaluation, Selection Criteria, and Schedule
 5. EBMUD's Standard Consulting Agreement
 6. EBMUD's Insurance Requirements
 7. EBMUD's Contract Equity Program

CEQA DOCUMENTATION AND ENVIRONMENTAL PERMITTING FOR THE PHOTOVOLTAIC SYSTEM PROJECT

PROJECT DESCRIPTION

Overview

East Bay Municipal Utility District (EBMUD) is a publicly-owned utility formed under the Municipal Utility District Act (MUD Act). EBMUD's water system serves approximately 1.4 million people in a 325-square-mile area extending from Crockett in the north, southward to Castro Valley, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley. EBMUD's Board of Directors and staff are committed to preserving the region's resources and setting industry standards for the way water and wastewater utilities conduct themselves. EBMUD is a customer-oriented and environmentally sensitive public agency.

Project Description

EBMUD is considering construction of a five megawatt (MW) PV system on its watershed land at one of three identified sites. EBMUD's Strategic Plan includes the goal of increasing the cost effective use of renewable energy and reducing EBMUD's greenhouse gas (GHG) emissions. EBMUD has several PV systems installed on its property, none currently on East Bay watershed property, and continues to seek renewable energy opportunities to further reduce GHG emissions and help EBMUD meet its Energy Policy goal to be carbon free for indirect emissions by 2040 while responsibly managing its watershed property. PG&E's Renewable Self-Generation Bill Credit Transfer (RES-BCT) tariff allows local governments to generate up to five megawatts of electricity from a renewable energy source at one electric account, and transfer bill credits to up to 50 benefiting accounts of the same local government entity as long as the generator and benefiting accounts are both located within the government entities service territory. EBMUD finds the RES-BCT tariff to be a cost effective opportunity to increase its use of PV. A five megawatt PV system requires approximately 20 acres of land, so EBMUD is considering a PV system on its watershed land, of which there is 28,000 acres in total within EBMUD's service area.

Project Interdependency and Schedule: RES-BCT Tariff – Key Milestone

Prior to implementing the PV System Project (Project), EBMUD needs to complete environmental documentation pursuant to the California Environmental Quality Act (CEQA), environmental permitting and PG&E interconnection agreements for the Project. All three of these elements can occur simultaneously, and must be completed prior to installation of the Project. Economically, this Project is most beneficial under the RES-BCT tariff, which is offered on a first come first serve basis, and only secured when the Project is built and permitted. Energy analysts expect the cap could be reached as early as 2019, so time is of the essence. The following is the proposed schedule:

- CEQA documentation 2018

- Environmental Permitting 2018-19
- PG&E Interconnection 2018-19 (EBMUD task)

Project Approach: Information Sharing between the Key Elements

CEQA Documentation: The selected consultant will identify and assess the anticipated environmental impacts of a proposed PV system at each of the three sites being considered. Consultant will prepare an Initial Study to assess the impacts of the proposed Project pursuant to CEQA and subsequent Mitigated Negative Declaration (MND). Initial analysis indicates that a Mitigated Negative Declaration may be appropriate but the consultant should be aware that if the Initial Study determines that a higher level of CEQA is required, the scope should include additional time and resources to complete the higher level of CEQA identified under the Optional Services. EBMUD will be the lead agency under CEQA for the proposed Project. All site specific studies will be the responsibility of the consultant. Consultant will also prepare a Mitigation Monitoring and Reporting Plan (MMRP) for all mitigation measures, and put forth for adoption by EBMUD as conditions of the Project.

Environmental Permitting: The selected consultant will develop permitting strategy alternatives, finalize the permitting strategy upon discussions with EBMUD, and complete and submit all required environmental permitting applications with supporting documents. The selected consultant will also coordinate with all applicable regulatory agencies as necessary before and during the permit application process until permits have been received by EBMUD.

PG&E Interconnection: EBMUD has initiated interconnection discussions with PG&E to understand the specific infrastructure needs required by PG&E for a PV System project. As key information is developed, EBMUD will inject information and update the project team.

While it is EBMUD's goal to progress with one PV site moving into project development prior to PG&E's RES-BCT Tariff closure, schedule interruption of any key element may create a project stoppage and possible project cancellation. EBMUD will be monitoring the overall progress for timely completion or off-ramp consideration. The selected consultant will manage the CEQA and environmental permitting, reporting regularly to EBMUD, with continued progress towards scheduled completion.

Project Sites: Selection of proposed sites

Of EBMUD's expansive watershed land, three 20-acre sites within EBMUD service territory were identified for further consideration of a PV system. EBMUD takes pride in managing the 28,000 acres of watershed lands in the East Bay that protect EBMUD's high quality drinking water, while offering habitat for plants and animals – as well as a natural haven for the public to enjoy. These lands surround five terminal reservoirs (Briones, San Pablo, Upper San Leandro, Chabot and Lafayette) and one basin that has no reservoir (Pinole Valley). To arrive at the three site locations, EBMUD initially considered visibility of the PV panels on the watershed, biological species observed in the area, suitability for PV production (ground stability, relatively flat slope, and unobstructed sunlight), and proximity to electrical infrastructure to carry the energy produced.

Figure 1 presents the three site locations within EBMUD Watershed Lands Habitat Conservation Plan (HCP) Area. The Duffel (Bear Creek) site is located in Contra Costa County, approximately 1,000 feet north of Camino Pablo and Bear Creek Road in the City of Orinda, and across the street from PG&E's substation. The Shuteman site is located in an unincorporated area of Contra Costa County, at the intersection of Bear Creek and Happy Valley Road. The proposed electrical interconnection is approximately 225 feet south of 4938 Happy Valley Road in unincorporated Contra Costa County, just north of the City of Lafayette. The Navy Flat site is located in Alameda County, just north of the intersection of Miller Road and Rifle Range Road in Castro Valley. All three sites are located within Alameda Whipsnake (AWS) critical habitat, and have sensitive species that may occur in the project site, as listed in the Tables 1 through 3 below. Each list is provided to give some guidance as to potential special-status species in the vicinity of each site but is subject to change and is not final.

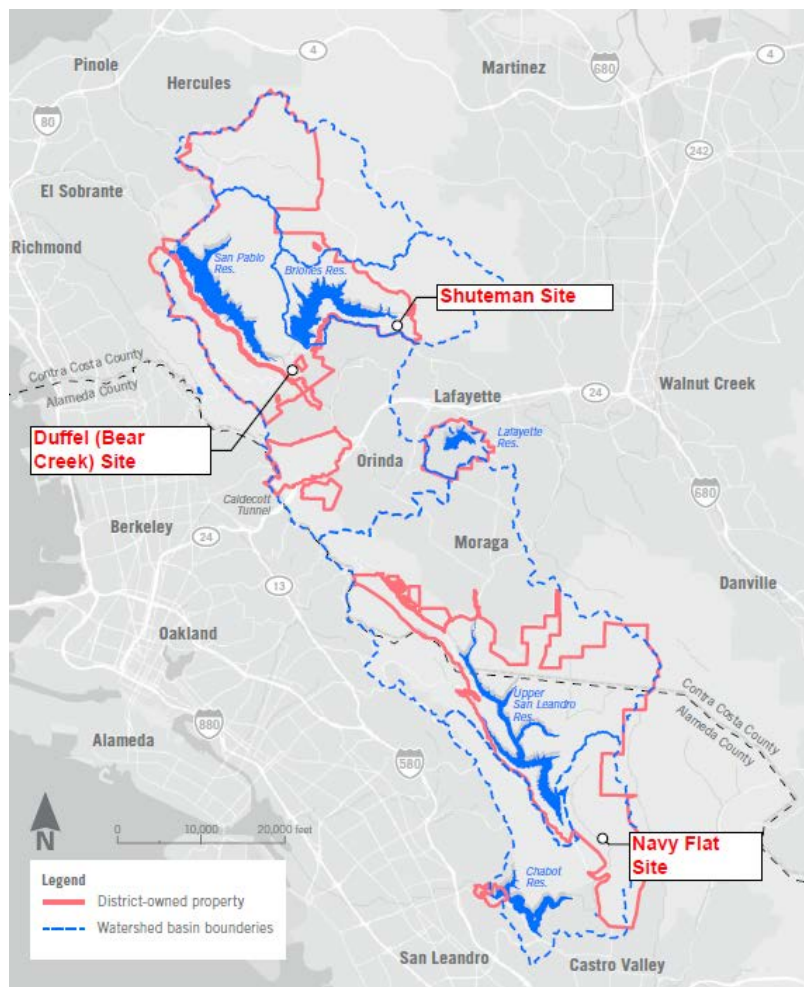
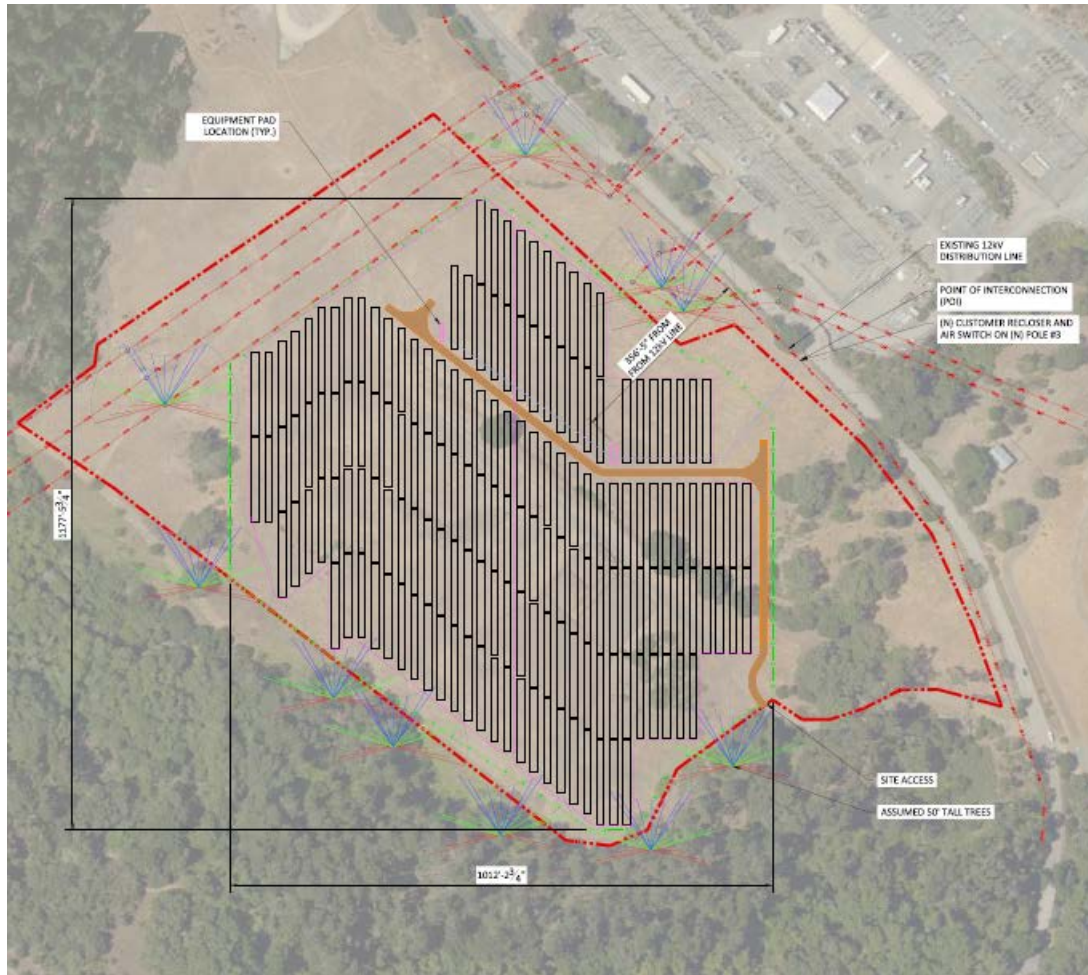


Figure 1
Proposed PV Sites

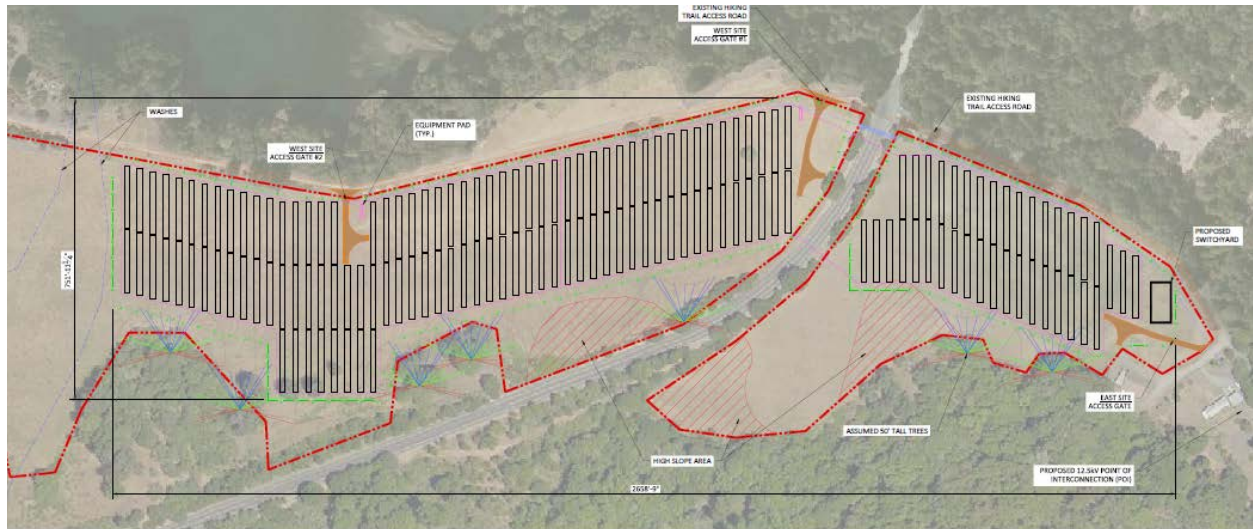
EBMUD's selected sites were submitted for Interconnection with PG&E. The PG&E guidelines require the interconnect applicant to identify PV system components, placement, and interconnection capacity requested. All three sites have applications for interconnection at the five megawatt level, with a preliminary conceptual site plan for each site included here as Figures 2, 3 and 4.



Preliminary Conceptual Site Plan - Figure 2
Duffel (Bear Creek Site) – Bear Creek Road, Contra Costa County

Duffel			
EBMUD Managed Species Database Query		California Natural Diversity Database Query	
Species	# MSDB Records	Species	# CNDDDB Records
Alameda whipsnake	15	Alameda whipsnake	21
Allen's hummingbird	2	bent-flowered fiddleneck	2
American white pelican	10	Berkeley kangaroo rat	2
bald eagle Count	18	Bridges' coast range shoulderband	1
Berkeley kangaroo rat	2	California red-legged frog	1
black-crowned night heron	3	Diablo helianthella	2
California gull	1	northern maritime chaparral	1
California horned lark	1	obscure bumble bee	1
California quail	2	pallid bat	1
California red-legged frog	70	western leatherwood	1
Caspian tern	5	western pond turtle	1
Cooper's hawk	22		
double-crested cormorant	7		
dusky-footed woodrat	15		
ferruginous hawk	1		
golden eagle	4		
grasshopper sparrow	3		
great blue heron	21		
great egret	8		
horned lark	1		
Lawrence's goldfinch	1		
loggerhead shrike	2		
long-eared owl	2		
merlin	1		
northern harrier	5		
oak titmouse	3		
olive-sided flycatcher	3		
osprey	22		
peregrine falcon	3		
rainbow trout	5		
rufous hummingbird	1		
sharp-shinned hawk	11		
snowy egret	3		
western pond turtle	35		
white-tailed kite	3		
yellow warbler	3		
yuma myotis	1		
hoary bat	1		
pallid bat	3		
Alameda whipsnake Critical Habitat = Yes; California Red-Legged Frog Critical Habitat = No			

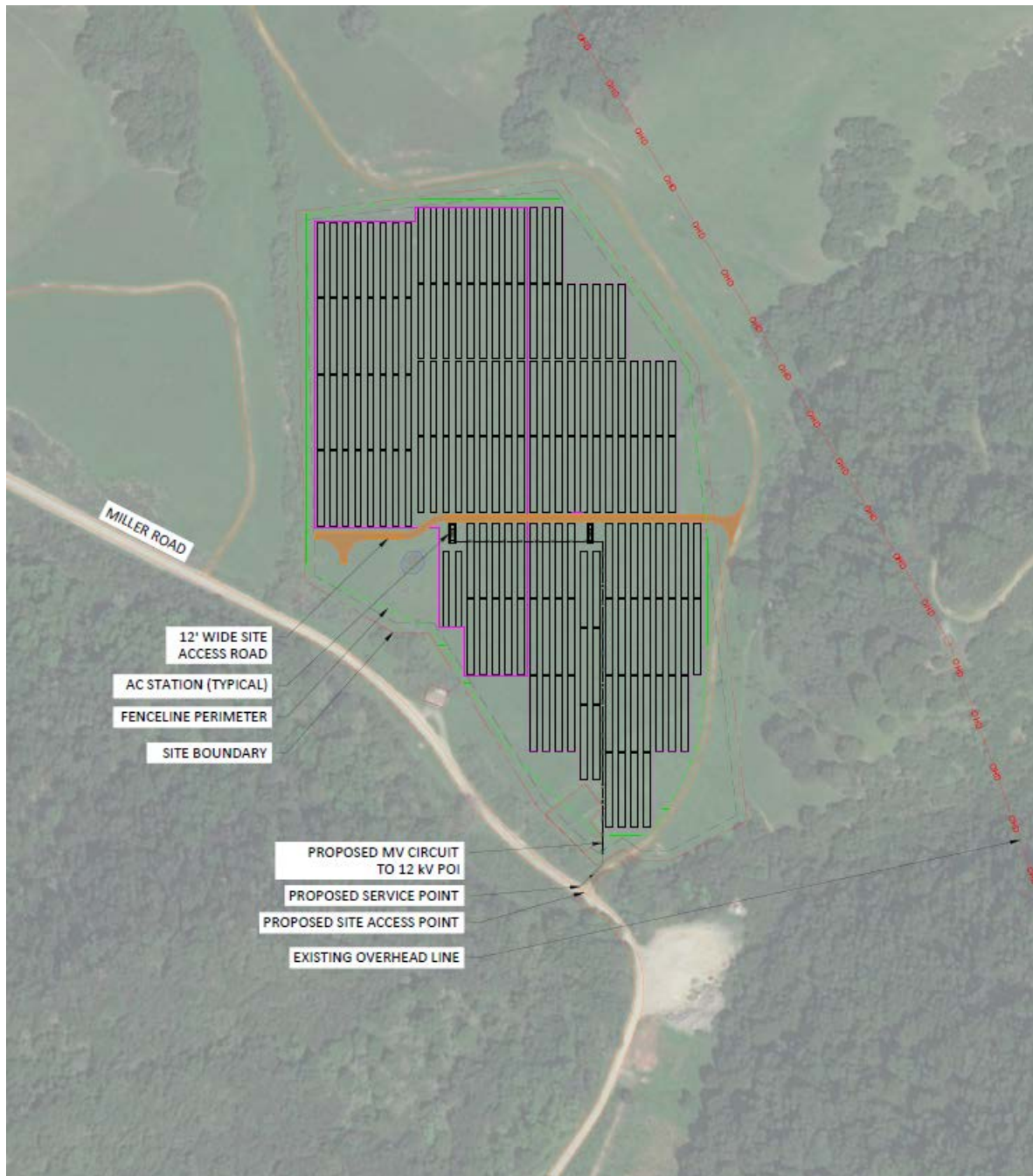
Special-Status Species that May Occur in the Project Site - Table 1
Duffel (Bear Creek) Site - Bear Creek Road, Contra Costa County



Preliminary Conceptual Site Plan - Figure 3
Shuteman Site - Bear Creek Road, Contra Costa County

Shuteman			
EBMUD Managed Species Database Query		California Natural Diversity Database Query	
Species	# MSDB Records	Species	# CNDDDB Records
black-crowned night heron	1	Alameda whipsnake	21
California quail	2	bent-flowered fiddleneck	2
California red-legged frog	17	Diablo helianthella	2
canvasback	1	western leatherwood	1
common loon	1		
Cooper's hawk	1		
double-crested cormorant	3		
great blue heron	7		
great egret	3		
oak titmouse	2		
osprey	2		
western pond turtle	1		
Alameda whipsnake Critical Habitat = Yes; California Red-Legged Frog Critical Habitat = No			

Special-Status Species that May Occur in the Project Site - Table 2
Shuteman Site - Bear Creek Road, Contra Costa County



Preliminary Conceptual Site Plan - Figure 4
Navy Flat Site - Miller Road, Alameda County

Navy Flat			
EBMUD Managed Species Database Query		California Natural Diversity Database Query	
Species	# MSDB Records	Species	# CNDDDB Records
Alameda whipsnake	1	Alameda whipsnake	37
California red-legged frog	1	Loma Prieta hoita	1
olive-sided flycatcher	1	woodland woollythreads	1
Alameda whipsnake Critical Habitat = Yes; California Red-Legged Frog Critical Habitat = No			

Special-Status Species that May Occur in the Project Site - Table 3

Navy Flat Site - Miller Road, Alameda County

EBMUD is looking for proposals that can successfully extract the pertinent data from the information provided herein, and outline a strategy for completion of CEQA and environmental permitting within the schedule required.

Project Team: EBMUD Staff an Important Part of the Team

EBMUD staff will have significant involvement in the Project, and the proposing team should envision EBMUD staff as an extension of the consulting team – not hesitating to discuss technical ideas and approaches or asking for assistance in collecting, analyzing, or reviewing data and results. EBMUD staff will make the following contributions to the Project:

- Coordinating, scheduling, and leading meetings with local authorities.
- Reviewing draft documents prepared by consultant for public consumption.
- Creating presentations or interfacing with EBMUD's senior management and co-presenting with the consultant.

SCOPE OF WORK

The following scope of work provides a general outline of the core work to be performed as part of the contract. Proposals shall expand on the content of each task based on the consultant's approach to the Project and, as appropriate, identify additional tasks or deliverables.

Task 100 – Project Initiation and Internal Coordination

- 110 Project Kickoff Meeting – Following the Notice to Proceed, meet with EBMUD staff to discuss scope of work, scheduling, and Project objectives.
- 120 Prepare Project Work Plan – The Work Plan shall include a schedule and all tasks and deliverables identified in the consultant's proposed scope of work. Submit for EBMUD review and approval.

Consultant Deliverable:

- *Project Work Plan.*
- 130 Review of EBMUD Data – Review existing information on the project to gain a clear understanding of the project and submit data requests to EBMUD for project detailed information.
- 140 Site Visit – Conduct a site visit for each of the proposed sites coordinated with EBMUD staff.

Task 200 – Prepare Initial Study

Consultant will prepare an Initial Study to assess the impacts of the proposed Project as required by the California Environmental Quality Act (CEQA). EBMUD will be the lead agency under CEQA for the proposed Project. Site specific studies will be the responsibility of the consultant.

- 210 CEQA checklist – The purpose of this task is to identify the level of CEQA documentation required for each proposed site.

The Consultant will be responsible for completing the following activities:

- Preparing a CEQA checklist for each site.

Consultant Deliverables:

- *Submit a CEQA draft checklist for each site to EBMUD for review and comment.*
- *Submit final CEQA checklist for each site.*

- 220 Prepare Initial Study – The purpose of this task is to analyze the overall impacts of the preferred site from Task 210, determine if any potentially significant environmental impacts exist, and how they can be mitigated.

The Consultant will be responsible for completing the following activities:

- Prepare the draft Initial Study, analyzing in detail whether any potentially significant environmental impacts would result from the Project.
- Identify if with mitigation measures, the Project would not result in any potentially significant impacts.
- Attend and participate in public meetings to present the Project (per Optional Task 4).
- Assist EBMUD in presenting the Project and answering questions.

Consultant Deliverables:

- *Draft Initial study for EBMUD review and comment, as lead agency.*
- *Final Initial Study to EBMUD.*

Task 300 – Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Plan (MMRP)

- 310 Mitigated Negative Declaration – Based on comments and guidance from EBMUD on the Initial Study, the consultant will prepare an MND to communicate the potential impacts that exist at the preferred site and the appropriate measures that will be implemented at the preferred site to reduce the potentially significant impacts to less than significant. The draft MND will be circulated through the appropriate divisions within EBMUD.

As part of the MND circulation and review period, EBMUD may be requested to respond to comments and present information in a public forum. EBMUD will respond to requests for any presentations of the Project, with the support of the Consultant.

The consultant will be responsible for completing the following activities:

- Review EBMUD's Environmental Compliance Manual, Procedures, Engineering Standard Practices, which are designed to address typical characteristics of EBMUD construction projects and reflect generally applicable standard operating procedures.
- Consult with EBMUD staff on potential impacts to the environment.
- Prepare the MND.
- Prepare the MMRP for the preferred Project site.
- Present the MND and MMRP to EBMUD staff.
- Address comments from EBMUD on the draft MND and provide a second draft MND and submit to EBMUD to confirm comments have been addressed adequately.

- Attend, participate in public meetings to present the MND, and assist EBMUD in presenting the Project and answering questions (per Optional Task 4).

Consultant Deliverables:

- *A draft MND for EBMUD review and comment.*
- *Public Draft MND and MMRP (incorporating EBMUD comments after one review meeting).*
- *Screen check Draft MND and MMRP (back check and formatting comments only) prior to release for printing and distribution.*
- *Ten printed copies of the Draft Initial Study/MND and an electronic copy suitable for public posting.*
- *Draft public Notice of Intent (NOI) and Notice of Availability (NOA) of the Draft MND for EBMUD to issue.*
- *Figures, tables, or other graphics requested by EBMUD staff required to create presentations.*
- *Presentation preparation and participation (per Optional Task 4).*

320 Final MND with Response to Comments –Comments received during the public review period will be incorporated into a Final MND with responses, and textual clarifications or changes to the MND as necessary. Findings will be presented to EBMUD Board of Directors for Adoption.

The Consultant will be responsible for completing the following activities:

- Preparing response to comments.
- Prepare Final MND to incorporate comments and responses.
- Provide EBMUD with draft Final MND. Address comments from EBMUD on the draft Final MND and provide a second draft Final MND and submit to EBMUD to confirm comments have been addressed adequately.
- Prepare Project Findings in accordance with CEQA guidelines.
- Assist in preparation of materials and response to questions from EBMUD Board of Directors.
- Review and comment on draft presentations prepared by EBMUD staff and co-present the results at one Board meeting and two Board Committee meetings after two dry runs with EBMUD staff for each presentation.
- Prepare the draft Notice of Determination for EBMUD to issue.

Consultant Deliverables:

- *Draft Response to Comments for EBMUD review and comment.*
- *Final Response to Comments.*

- *Final MND and MMRP for EBMUD review and comment.*
- *Final MND and MMRP.*
- *Draft Findings for EBMUD review and comment.*
- *Findings for EBMUD Board of Director consideration in adopting the Final MND.*
- *Figures, tables, or other graphics requested by EBMUD staff required to create presentations for one Board meeting and two Committee meetings.*
- *Presentation preparation and participation (each per Optional Task 4).*
- *Draft Notice of Determination for EBMUD to file with the County Clerk.*

Task 400 – Develop Permitting Strategy

The Consultant will be responsible for completing the following activities:

- Outline permitting alternatives available to EBMUD, including initiating contact with relevant federal and state agencies for preliminary input and guidance.

Consultant Deliverables:

- *A list of required permitting applications and any documentation required for the applications and a timeline for production and submittal of required permit application packages.*

Task 410 – Federal and State Agencies Coordination and Permits

The Consultant will be responsible for completing the following activities:

- Preparation of permit application packages and coordination with federal and state agencies. Permits required will depend on the nature of the consultation required with United States Fish and Wildlife Service (USFWS) and coordination with California Department of Fish & Wildlife (CDFW).

Consultant Deliverables: Section 7 consultation with USFWS, including:

- *Clean Water Act (CWA) Section 404 permit from U.S. Army Corps of Engineers (Corps).*
- *CWA Section 401 permit from the Regional Water Quality Control Board (RWQCB).*
- *Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement from CDFW.*

Task 500 – Project Management

Project management services and deliverables will include biweekly conference calls (30 to 60 minutes each) as needed with EBMUD staff to review the progress of the project, resolve project issues as they arise, and maintain the schedule and budget. Consultant will prepare

conference call agendas ahead of time and document conference calls with concise meeting minutes. Consultant will submit monthly invoices and progress reports. Each progress report will document the work performed during the invoice period and budget spent as well as budgeted work versus cost to complete. Consultant will coordinate the services of the consultant and subconsultant staff to ensure consistency, accuracy and timeliness of work products.

Consultant Deliverables:

- *Progress reports and invoices.*
- *Monthly schedule.*
- *Meeting agendas and minutes.*

Meetings:

- *Biweekly conference calls.*

Major Milestones

Following is a list of dates for the major milestones:

CEQA

- | | |
|--|--------------------|
| • Notice to Proceed | April 2018 |
| • Initial Study | June 2018 |
| • Draft MND (for internal review) | August 2018 |
| • Draft MND with Mitigation Measures (for internal review) | September 2018 |
| • Draft MND and MMRP posted publicly | October 2018 |
| • Comment period (31 days) | ends November 2018 |
| • Response to Comments | November 2018 |
| • Final MND | December 2018 |
| • EBMUD Board makes finding and adopts MND and MMRP | January 2019 |

Permitting

- | | |
|-----------------------|---------------|
| • Permitting Strategy | June 2018 |
| • Agency Coordination | July 2018 |
| • Permit Applications | August 2018 |
| • Permits obtained | February 2019 |

General Requirements

- All written documents including technical memorandums and final report will be concise, clearly written, easily understandable, will maximize the use of tables and figures, will be internally consistent, avoid repetition, and will minimize or avoid imprecise words (this, these, it, etc.).
- All documents will be submitted to EBMUD for a minimum two-week review period in Microsoft Word, and EBMUD edits/comments and the consultant response will be provided using Track Changes and comment boxes.
- The Consultant will prepare an agenda and meeting minutes for all meetings and biweekly phone calls and will distribute minutes within three working days of meetings.
- The Consultant will budget two rounds of EBMUD review for written documents before finalizing documents. The first round will be for EBMUD to provide comments on the document, and the second round will be to ensure EBMUD comments are addressed within the document to EBMUD's satisfaction.

Optional Services

The scope of work outlined in this Request for Proposal (RFP) assumes preparation of an MND and that permits can be obtained through Section 7 consult with USFWS. Optional services include the following:

- Optional Task 1: Higher Level of CEQA Required

Should the Initial Study completed by the consultant under Task 200 determine that a higher level of CEQA beyond an MND is required (i.e., Environmental Impact Report [EIR]), the consultant will prepare and complete the EIR.

The consultant will be responsible for completing the following optional activities:

- Preparation of an EIR in accordance with CEQA.

Consultant Deliverables:

- *Draft EIR and MMRP.*
- *Final EIR (i.e., Response to Comments).*

- Optional Task 2: Additional Environmental Permitting Services

The consultant will be responsible for completing the following optional activities:

- Secure Section 10(a) (1) (B) Incidental Take Permit.
- Prepare Habitat Conservation Plan (HCP). EBMUD assumes this project would require a "low-effect" HCP, including all documentation required for submittal of a

- “low-effect” HCP, a Draft HCP for EBMUD review, and a Final HCP for submittal to the relevant agencies.
- Obtain California Endangered Species Act (CESA) consistency determination from CDFW.

The final cost estimate for this task should be listed as an “optional” cost equal to the difference between actual estimated costs for this optional task and Task 410. This is assuming that Task 1 would have a greater cost than Task 410.

Consultant Deliverables:

- *Documentation required for submittal of a “low-effect” HCP.*
 - *Draft HCP for EBMUD review.*
 - *Final HCP for submittal to the relevant agencies.*
 - *Permit.*
- Optional Task 3: State Incidental Take Permit (ITP) in Conjunction with Section 10 Consultation with USFWS

If a CESA consistency determination **cannot** be obtained from CDFW, a State Incidental Take Permit will be required.

The consultant will be responsible for completing the following optional activities:

- Permit application for a State ITP, coordination with CDFW, and any additional mitigation plan development beyond the HCP, if required.

Consultant Deliverables:

- *Permit Application for State ITP.*
 - *Mitigation Plan (as required).*
- Optional Task 4: An additional presentation to the Board, Senior Management Team, or the community.

The consultant will be responsible for completing the following optional activities:

- Prepare a presentation for either the Board Committee or Board workshop, or the community. These meetings should include budget to perform two dry runs each.

Consultant Deliverables:

- *Draft presentation.*
- *Administrative draft presentation.*
- *Final presentation.*

PROPOSAL FORMAT

The proposal shall demonstrate the proposing firm's expertise and CEQA experience in developing PV systems on greenfield land, including obtaining necessary State and Federal environmental permits for special status species protection. The proposal shall have the scope and hours for each task including all necessary technical analyses as well as optional services. The proposal shall include a table of contents with sufficient detail to allow EBMUD to quickly locate information within the proposal and shall be organized to be consistent with the sections described below.

Transmittal Letter

The letter of transmittal shall contain the names of the Project Manager, Project Engineer(s)/Planners(s), and subconsultant(s) that will perform the work as well as the name, email, and telephone number of the contact person for the firm(s). Indicate the lead firm if a joint venture is proposed. State the office location(s) where the work will be performed.

Project Approach/Scope of Work

The proposal shall include a clear and complete discussion of each task necessary to complete the environmental documentation and permitting. Using the outline of the Scope of Work (see Enclosure 2) as a guide, describe each task and subtask in sufficient detail to present your method of approach. Include a detailed work flow diagram that identifies work products and deliverables associated with each activity. Include a separate task for project management. For optional services, include a brief description of the approach for each optional task.

Data and Information Needs

The proposal should include a list of any additional data and information required (from EBMUD or other sources), and when the information is needed in order to complete the CEQA process and permitting. EBMUD staff will begin gathering the requested data and information prior to the Notice to Proceed to ensure it is not on the critical path and the overall project schedule can be met.

Project Management and Staffing

Include a clear statement of project team responsibilities and reporting relationships, work structure for project control, allocation of staff identified by name for key tasks, and method for in-house review of work products. Indicate the portion of time key staff will be available to work on the project compared to each participant's current workload based on the major milestones provided in the RFP.

Schedule

Provide a schedule to complete tasks and submit interim and final deliverables (including necessary EBMUD review periods) that the consultant can commit to given the consultant (and subconsultant) staff availability.

Labor Hours Proposal

In spreadsheet format, provide an estimate of labor hours by task and position including subconsultants for the entire proposed scope of work. Level of effort need not be estimated for tasks designated as optional services, with the exception of Optional Task 4. The estimate of labor hours presented in your proposal will indicate your understanding of the level of effort for each task and provide the basis for contract negotiations with the selected firm.

On a separate document, identify direct labor and cost multipliers (overhead rate and professional fee) for both prime consultant and subconsultants, not to exceed 190 percent (overhead rate) and 10 percent (professional fee). Indicate subconsultant markups up to 5 percent. The prime consultant's markup of all subconsultant costs shall consist of a fixed percentage of those costs. No additional markup will be allowed for second- or third-tier subconsultants. Also, compounding of markups will not be allowed, and no markup will be allowed on other direct expenses.

Experience and Qualifications of Project Staff

Identify key technical personnel and their roles, including subconsultant(s), for the project. Describe their qualifications and experience in CEQA for PV development on greenfield land and related permitting. Indicate experience gained from implementing similar projects and emphasize the experience of the specific individuals proposed to perform work for the project.

Contract Equity Program (CEP) and Equal Employment Opportunity Forms

Complete the required CEP and Equal Employment Opportunity forms and submit them with your proposal. Non-compliance may deem a proposal non-responsive and, therefore, ineligible for contract award. See Enclosure 7 for a description of EBMUD's CEP.

Ownership Disclosure

Provide any and all detail that is reasonably obtainable regarding EBMUD personnel with an ownership interest in your firm. Percent of ownership and the degree to which those individuals participate in the management of the business and their participation in preparing a response to this RFP shall be included.

Proposal Length

The proposal shall be limited to 20 double sided pages (excluding the cover sheet) and include the following:

- Transmittal letter.
- Project approach/scope of work.
- Data and information needs.
- Project management and staffing.
- Schedule.
- Labor hours proposal (one 11" x 17" table).
- Experience and qualifications of project staff.
- CEP and Equal Employment Opportunity forms (as needed) – CEP documents do not count as part of the 20-page limit; however, resumes do count.
- Ownership disclosure.

PROPOSAL EVALUATION, SELECTION CRITERIA, AND SCHEDULE

Each proposing consultant must demonstrate its approach to the scope of work described in this RFP. Proposals will be evaluated and selected based on how well the firms understand and respond to EBMUD's project requirements. Evaluation will be based on, but not limited to, the following key issues:

- Experience in conducting CEQA related studies and evaluations.
- Experience in CEQA compliance for PV development on greenfield land.
- Experience in obtaining state and federal permits for special-status species.
- A clear and concise project approach which demonstrates a strong understanding of CEQA, and permitting issues in California, while providing well-defined tasks for achieving the project's objectives.
- Project schedule.
- Labor estimates by task and position including subconsultants.
- Compliance with EBMUD's CEP. Discuss how the proposed project team intends to comply with the requirements of EBMUD's CEP, as described in the guidelines which are found at EBMUD's website <http://www.ebmud.com/business-center/contract-equity-program/>.
- Completion and submittal of all CEP forms.

Selection Interview

EBMUD will invite a short list of proposing consultants to an interview by EBMUD. The interview format is anticipated to include a 20-minute presentation by the consultant followed by a 20-minute question-and-answer section. The consultant shall introduce the Project Manager and key team members (maximum five people) at the interview and shall present their approach to key items of the project.

RFP and Selection Schedule

Key milestones and projected dates for completion of the project are:

RFP

- | | |
|--|----------------------|
| • RFP mailed out | January 11, 2018 |
| • Responses to the RFP due to EBMUD | February 1, 2018 |
| • EBMUD evaluates RFP responses and schedules interviews | February 14, 2018 |
| • Tentative interview dates | February 21-22, 2018 |
| • EBMUD selects consultant | March 1, 2018 |
| • Negotiate contract | March, 2018 |
| • EBMUD Board approval/contract award | April 10, 2018 |

*(Standard Consulting Agreement for
Contracts Greater than \$70,000 - Revised 3/24/14)*
(Note: Reference District Procedure No. 451)
**CONSULTING AGREEMENT
FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

(Project Title)

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

WITNESSETH

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

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

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

IF OVER \$70,000:

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

-OR- IF BETWEEN \$30,000 AND \$70,000:

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the (*state type - for example "engineering"*) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.

- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1 For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONSULTANT actual costs incurred, subject to a Maximum Cost Ceiling of **\$(dollars)**, plus a Professional Fee (prorata dollar profit). The Professional Fee shall be subject to a Professional Fee Ceiling of **\$(dollars)**. Total compensation under the Agreement shall not exceed a Maximum Agreement Ceiling of **\$(dollars)**. Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.

- 2.2 In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

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

(Include the following paragraph only if your scope of services includes Optional Services.)

- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit A. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit B.

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.

(Optional)

- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective

date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (*Consultant Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager. (*The following sentence is optional.*) CONSULTANT hereby commits an average of (*1 to 100*) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

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

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

(Insurance criteria may vary – refer to the Risk Management Section Guidelines. Contact the Risk Management Section for copy of latest version.)

(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)

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

7.1 Indemnification

CONSULTANT expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, 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.

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

7.1 Indemnification

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

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

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

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

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

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

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

7.5 **Insurance Requirements**

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

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

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

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

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

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

7.6 **Workers Compensation Insurance**

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

7.7 **Commercial General Liability Insurance**

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages. The District, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement with a copy of the endorsement.

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

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

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

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

1. 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(ies) cover(s) products and completed operations.
8. The policy(ies) cover(s) use of non-owned automobiles and equipment.
9. The policy(ies) shall not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

7.8 Professional Liability Insurance

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)
(address)

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

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

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

Director of *(Wastewater Department or Engineering and Construction Department)*
P.O. Box 24055
Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date _____
(Name),
(Insert title - Director of Engineering and Construction or Manager of Support Services)

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

EXHIBIT A

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

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

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

COMPENSATION

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

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

2.1 Direct Labor

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

2.2 Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

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

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

2.5 Professional Fee

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

2.6 Budget Amounts

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

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

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

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs

incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached.

(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. ")

DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")***

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

2.8 Budget Status Reports

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

- 2.9. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. *(Optional Insert – include this paragraph 2.9 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*
- 2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- 2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of

Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

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

- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

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

EXHIBIT B-1

East Bay Municipal Utility District
(Project Title)

COST DISTRIBUTION

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

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

(***) (***) (***) (***) (***) (***)

II. Optional Services

Task 3:

Task 4:

Subtotal II.

(***) (***) (***) (***) (***) (***)

TOTAL Agreement (Total of Subtotals I. & II.)

* ODCs = Other Direct Costs.

** Professional Fee on consultant Direct Labor& Indirect Costs only. Should not include prime consultant markup on subconsultants.

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

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

EXHIBIT B-2

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

LABOR DISTRIBUTION

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

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

EXHIBIT C**East Bay Municipal Utility District
(Project Title)****CEP COMPLIANCE**

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

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

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



CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

THIS IS TO CERTIFY TO: East Bay Municipal Utility District (EBMUD)
 Department: _____
 Street Address: _____
 Mailing Address: _____
 City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
 Insured: _____
 Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

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

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

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

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

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

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

Date: _____ Firm: _____

Address: _____

Phone: _____

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



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department:

Street Address: 375 11th Street, MS 205Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623-1055**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Purchase Order

Number:

(Completed by EBMUD)

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**TYPE OF INSURANCE:** Workers' Compensation Insurance as required by California State Law.

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

INSURANCE COMPANY:**POLICY NUMBER:****POLICY
TERM:**

From:

To:

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

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

Signed:

Date:

Firm:

E-mail

Address:

Phone:

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



CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:
TYPE OF INSURANCE: Commercial General and Automobile Liability Coverage/Endorsements as required by agreement.

LIMITS OF LIABILITY:
(MINIMUM)

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

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

SELF INSURED RETENTION (\$): (Auto) (GL) (if applicable)

Aggregate Limits (AUTO) (GL) (if applicable)

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

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

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

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

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☐ The policy(ies) covers *explosion, collapse, and underground* hazards.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☐ The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. ☒ The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

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

Signed _____

Address _____

Firm _____

Date _____

Phone _____



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.