

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) No. 790-19-02

for

Metering Improvements Plan

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

RESPONSE DUE

by

4:00 p.m.

on

December 6, 2019

at

EBMUD, Purchasing Division

375 Eleventh St., First Floor

Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Metering Improvements Plan

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services required by the Consultant to prepare planning, design, and testing facility improvements to East Bay Municipal Utility District's (District) production meters and customer meters. The Consultant shall assess meter site conditions and develop design criteria and recommendations for improvements that adhere American Water Works Association (AWWA) Manuals M36 and M33. The improvements shall include designed permanent meter sites for accurate flow measurement, testing sites for temporary meter installation, and annual testing for the duration of the contract.

The District intends to award a five year contract to the Proposer(s) who best meets the District's requirements.

The District has eight production meters that measure the effluent flow rate from five water treatment plants into the distribution system. In addition, there are seven large customer meters included in this scope of work. The District's current production meter verification and maintenance program is based on calibrating the secondary electronic devices on a bi-annual basis. Although the District routinely calibrates the secondary metering devices, the primary devices, the metering elements of the flow meters, require new facilities or new pipeline configurations to verify the accuracy of the primary devices that do not exist presently. Verification of the primary devices will reduce the potential for any inaccurate flow readings collected by the secondary devices and stored in the SCADA system. The Metering Improvements Plan is necessary to verify volumetric input to the District's distribution system for more accurate water loss audits. This project will allow the District to address any meter accuracy issues, upgrade its infrastructure, improve water audit calculations, and refine standard procedures for design, evaluation, testing and calibration of its large meters. The Consultant's scope of work is summarized below:

Prepare design criteria and recommendations for the improvement of the District's water treatment plant and customer meters based on the following general work scope. Additional task details are given in Section D.

- Review and evaluate the District's meter sites
- Prepare design criteria and recommendations for site improvements
- Provide Consultant support during the design and construction phases of facility and pipeline improvements. The design and construction phases will be performed by other consultants.

- Perform annual flow meter accuracy testing of permanent meters in accordance with the American Water Works Association M36, M33, M6 manuals, and water meter manufacturer requirements.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing flow meter testing outlined by AWWA M-36 for at least three (3) years.
- b. Proposer's equipment shall have a traceable calibration and adhere to the National Institute of Standards and Technology (NIST) of standards and measurements.
- c. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

2. The Consultant shall provide a minimum of the following personnel on the project.

- a. Project Manager. The Project Manager shall be responsible for performing all duties required to manage the Metering Improvements Plan and will be the single point of contact for the District. The Project Manager shall be responsible for signing off on all project deliverables and assure their quality. The Project Manager shall possess the following minimum qualifications:
 - (1) Five (5) years managing water meter evaluation and testing projects
 - (2) Experience with developing and coordinating technical reports
 - (3) Experience with coordinating the work of staff from multiple engineering disciplines, other non-engineering job classifications, consulting firms, and stakeholders
- b. Field Specialist. The Field Specialist shall be primarily responsible for executing site investigations and meter testing.
 - (1) Three (3) years' experience of verifiable meter testing and calibration services
 - (2) Experience with developing and coordinating technical reports.

- (3) Experience working with staff from multiple engineering disciplines and other job classifications

3. Safety Qualifications

The District is committed to the safety of its personnel and to the general public. All Consultant field and supporting staff shall adhere to the District's safety requirements.

- (1) Proposer Personal Protection Equipment (PPE) shall be worn at all times without exception.
- (2) Proposer's staff shall be confined space trained.
- (3) At least two-person project teams are required at all times.

4. Equipment

The Consultant shall provide and be fully responsible for their tools, equipment for testing, and testing procedures. The Consultant shall include a list of all the equipment that will be used for testing and verification procedures. All equipment used shall meet or exceed District's standards; this includes but is not limited to:

- (1) Electronic testing registers shall be certified accurate by volumetric testing from manufacturer or third party testing
- (2) Insertable differential pressure tubes and/or insertable magnetic flow meters shall be certified using current NIST traceable calibrations.
- (3) All collected data shall be exported to Microsoft Excel format and provided to the District.
- (4) Proposer shall provide current NIST or equivalent calibration certificates for any other types of meters used upon District request.

C. BACKGROUND

The District is a California public utility that supplies high-quality drinking water. In addition, the District promotes sustainability, generates renewable energy, engages in pollution prevention, and provides wastewater treatment services that protect the San Francisco bay. The District's water system supplies 1.4 million customers and spans a 332 square mile area in Alameda and Contra Costa counties, extending from

Crockett in the north, Southward to San Lorenzo, eastward from San Francisco Bay to Walnut Creek, and south through San Ramon Valley.

The District is interested in improving its flow metering and verifying the accuracy of the largest production meters and customer meters. The meters included in the scope of work of this RFP are listed in Table 1.

Table 1 – *Production and Customer Meters*

| | Meter Name | Size | Installed date | Type | Location |
|----|---------------------|-------------|-----------------------|----------------|-----------------------|
| 1 | Lafayette | 48" | 1954 | Venturi | Lafayette WTP |
| 2 | Sobrante - MPP | 42" | 1964 | Venturi | Maloney Pumping Plant |
| 3 | Sobrante - GPP | 24" | 1964 | Venturi | Maloney Pumping Plant |
| 4 | Sobrante – La Honda | 84" | 1964 | Venturi | Maloney Pumping Plant |
| 5 | Walnut Creek | 96" | 2006 | Accusonic | Walnut Creek WTP |
| 6 | Orinda 1 | 48" | 2017 | Magmeter | Orinda WTP |
| 7 | Orinda 2 | 48" | 2017 | Accusonic | Orinda WTP |
| 8 | USL | 54" | 1959 | Dall Flow Tube | ULS WTP |
| 9 | CV1 | 8" | 2014 | Magmeter | Richmond |
| 10 | CV2 | 12" | 1944 | Dall Flow Tube | Richmond |
| 11 | CV3 | 18" | 2009 | Magmeter | Richmond |
| 12 | CV4 | 18" | 2009 | Magmeter | Richmond |
| 13 | CV5 | 18" | 1993 | Venturi | Richmond |
| 14 | Phillips66 | 16" | 1954 | Venturi | Crockett |
| 15 | CHS | 20" | 2000 | Magmeter | Rodeo |

D. SPECIFIC REQUIREMENTS

Proposers shall base their proposals on the tasks given below. In general, the scope of work includes evaluating current site conditions, preparing technical recommendations for facility, pipeline, and meter improvements, providing support during the design and construction phases, and testing meters annually for the duration of the contract. If after thorough investigation, a meter can be tested accurately in its current location without improvements, the Consultant shall test the meter in situ. If the Consultant determines that the site requires improvements prior to testing, the Consultant shall test the meter following the design and construction phases of the Consultant's recommended, and District approved improvements. The testing procedure shall be

approved by the District, and adhere with AWWA standards. All calibration and testing activities shall ensure that the permanent meter reading is an accurate measurement of the operational flow rates and that accurate data carries through from the field metering equipment through all aspects of the District's SCADA system.

Task 1 – Project Approach

1.1 Background

The Consultant shall review the District's current preventive maintenance procedures and work orders as they relate to the calibration and reliability of the meters. and recommend improvements as needed. In addition, the Consultant shall become familiar with the District's pipelines associated with the meters. The District shall provide the Consultant with the appropriate GIS drawings, pipeline layout and configurations, and meter details. The Consultant's findings from the thorough review of the District's current practices and site specific configuration shall, in part, be the basis for the development of improvements and recommended practices presented by the Consultant.

1.2 Site Evaluation

The Consultant shall conduct site investigations at each of the meters. Evaluations of each site shall consist of identifying site restraints such as personal access, testing equipment access, pipeline diameter and material type, any above ground or below ground conflicting utilities, pipeline configuration and hydraulic requirements specific to meter in use, testability, and improvements required to improve flow meter accuracy. As part of this task, the Consultant shall inspect the metering location and piping configuration of the permanent meter and confirm that the site matches the District as-built drawings. The Consultant shall inspect meter during its operation and confirm the meter range, inspect the differential pressure (DP) transducers and connections, and asses the piping configuration. If through site evaluation, a meter is deemed untestable, substantially obsolete or beyond reasonable repair, the Consultant shall prepare a plan for its replacement (Task 1.3.2 and 1.3.3). Following each site visit, the Consultant shall deliver a full Site Evaluation Report. The completed Site Evaluation Reports shall be included in the Metering Improvements Plan. When coordinating site visits, the Consultant shall notify the District ten working days prior to the first day of field activities at each site.

Deliverables

Site Evaluation Reports

Each Site Evaluation Report shall be submitted to the District's Project Manager within ten calendar days following the last day of the field work for each site. The Consultant shall

document all preliminary meter site assessments, dates of inspections, dates of testing, and all data to document the existing condition of the meter and its location with respect to pipeline fittings and changes in pipeline diameters. The Site Evaluation Report shall contain complete file documents and be submitted in electronic (PDF or Microsoft Word Files) and hardcopy (five bound copies) format to the District. All compiled Site evaluation reports shall be included in the Metering Improvement Plan

1.3 Metering Improvements Plan

1.3.1 General

Based on information collected through Tasks 1.1 and 1.2, the Consultant shall prepare a Metering Improvements Plan. The Metering Improvements Plan shall also include the plans developed as part of Tasks 1.3.2 and 1.3.3. In general, each site shall include recommended design improvements such as a new permanent meter and its specifications, pipeline design, temporary meter location for annual testing, and the interior dimensions of any vaults needed for annual testing. All recommendations for meter improvements and accuracy testing shall adhere to the AWWA M36 and M33 manuals and manufacturer requirements. All improvements shall bring meters within acceptable AWWA standards. The plan shall include the specific improvements that are needed at each meter location and include all supporting site evaluation information. The Metering Improvements Plan shall also include, but is not limited to:

- Narrative description of the District-approved, site-specific meter improvements
- Recommended general preventative maintenance procedures. – *Task 1.1*
- Background and site evaluation information supporting Consultant’s technical recommendation – *Task 1.2*
- Documents such as drawings and specifications that describe any proposed pipeline configurations and proximity to obstructions, meter replacements, facility designs, and annual testing location and details. – *Task 1.3.2 and Task 1.3.3*
 - Permanent meter improvement details. – *Task 1.3.2*
 - Temporary meter and testing details – *Task 1.3.3*

Deliverables

Metering Improvements Plan

The Consultant shall compile its design criteria and technical recommendations for permanent and temporary metering improvements and submit the draft Meter Improvements Plan by **May 11, 2020**. The draft Metering Improvement Plan shall have

the compiled information gathered in Task 1.1, Task 1.2, Task 1.3.2, and Task 1.3.3. The District will provide its comments to the draft Meter Improvements Plan within ten business days of the date when the draft Meter Improvements Plan is received by the District's Project Manager. The final Metering Improvements Plan shall be submitted in electronic (PDF or Microsoft Word) and hard copy (five bound copies) format to the District's Project Manager by **June 6, 2020**.

1.3.2 Permanent Meter Design

For each site that requires improvement as determined by the Consultant, the Consultant shall provide recommendations for the permanent meter. The Consultant's meter recommendation shall take into account the site process conditions, meter operational performance requirements, installation conditions, and life-cycle costs. The Consultant shall submit the design criteria and technical recommendations for specific meter improvements for each of the permanent meters for the District's approval by May 4, 2020. For each site that requires improvement, based on the Consultant's evaluation, the Consultant shall develop a minimum of two recommended alternatives to improve the accuracy and reliability of the primary and secondary devices of the District's permanent meters. The Consultant's recommended alternatives for improvement shall include site drawings, meter specifications and drawings, meter install location, pipeline configurations, and maintenance and testing procedures. The Consultant shall design the permanent meters to be tested in situ and identify locations for annual temporary meter comparative testing. The Consultant shall include all design criteria and recommendations for permanent meter improvements in the Metering Improvements Plan.

1.3.3 Temporary Meter Design and Testing Procedure

In conjunction with the permanent meter improvements, the Consultant shall provide annual meter testing for all meters for the duration of the contract. Assume a minimum of 3 years of annual testing for each permanent meter.

Due to the permanent meters' sizes and functions, it is not possible to remove and test the meters. As part of the metering site improvements, the Consultant shall also develop the design and testing procedures needed for testing the permanent meters with an insertable temporary meter. The temporary meter design shall be approved by the District and shall have NIST calibration certificates. The Consultant's selection of the temporary meter shall follow the same selection guidelines as selection of the permanent meters. The temporary meter design shall also include the proper installation location and meter site facility improvements needed to access and routinely perform the testing. Because insertable temporary meters require a standard

ferrule connection on the pipeline, the Consultant shall include the minimum interior dimensions for facilities, such as a manhole, to access the temporary testing locations. The Consultant shall design the temporary meter locations at locations along the pipelines with adequate upstream and downstream straight lengths of pipeline that are free of obstructions. The Consultant shall include the temporary meter design criteria in the Metering Improvements Plan.

In addition to the temporary meter design, the Consultant shall provide methods to obtain an annual or semiannual assessment of the accuracy of the permanent meters at the full range of operational flow conditions. Specifically, the Consultant shall prepare a procedure and provide reliable meter testing services for the permanent meters using the designed temporary meter in Task 1.3.2 and all necessary supportive calibrated testing equipment. The Consultant shall adhere to the temporary meter design criteria and testing procedures outlined with the AWWA M36 and M33 manuals. The testing procedure shall outline an inline flow comparison between the temporary and permanent meter. Assume a minimum of two days of monitoring will be required for each site. As part of the testing procedure, the Consultant shall assess the flow rate data from the permanent meter and the entire data trail from permanent meter to the District's SCADA system. The Consultant shall include the annual testing procedure in the Metering Improvements Plan. Following the completion of each annual test, the Consultant shall provide all testing results electronically to the District in Microsoft Excel format and submit a meter testing report for all meters. The report shall contain a complete site description, operating flow rates and durations, testing dates, and a tabular summary of all calibration and testing results. In addition to the testing data and information, the report shall include a narrative description of the before and after testing analysis. For each meter, the Consultant shall submit a Testing Procedure and Results report to the District Project Manager within ten calendar days of completion of the field testing.

Deliverables

Testing Procedure and Results Report

For each meter, the Consultant shall document all meter testing details including but not limited to the items listed below:

- Testing location
- Testing dates
- Testing procedure
- Temporary meter type (manufacturer, model, year purchased, dimensions, calibration certificate)
- Velocity profile results and representative location selected for testing

- Flow rates tested
- Testing duration at each flow rate
- Testing equipment such as differential pressure transmitters
- Flow rate measured by temporary meter in 5minute intervals
- Permanent meter type (manufacturer, model, size, year installed)
- Using data provided by the District, calculate the percent accuracy of the permanent meter for each flow rate tested
- Recommended adjustments to permanent meter

The testing procedure shall also include a narrative of the primary and secondary meter testing and calibration process and results. The Testing Procedure and Results Report shall be made available to the District within 14 calendar days of the date of the last day of field testing. The Testing Procedure and Results shall be submitted in electronic (PDF or Microsoft Word) and hard copy (five bound copies) format to the District.

Task 2 – Project Management

2.1 Project Management

The Consultant shall provide sufficient and well-organized project administration to manage the project for the duration of the contract. The Consultant's Project Manager shall be responsible for coordinating all activities of this project with District staff and oversee the execution and development of all project deliverables. The Consultant's Project Manager shall execute the project's approach, staffing, scope, schedule, budget, communications, document management, deliverables, and quality control. This includes approving meter site improvement design criteria, providing design review, scheduling the work, and the required personnel perform field work. The Consultant's Project Manager shall track the percent of work completed and submit this information with invoices. The Consultant shall also maintain all project files including plans, reports, correspondence, calculations and all other documents as it relates the Metering Improvements Plan. All information provided to the Consultant from the District shall not be shared without written consent of the District. The Consultant shall coordinate communications and meetings with the District as needed to review the technical concepts and proposed improvements, soliciting District input, and coordinated activities with the supporting teams. The Project Manager shall serve as a liaison between the Consultant's field support staff and the District and shall keep the District informed on a regular basis of the status of the work completed, schedule elapsed, status of work at each site, and budget spent.

2.2 Meetings

The Consultant shall be physically present to lead meetings that at the District's Administration Building in downtown Oakland. Meetings shall be held at a quarterly basis and more frequently as needed. Assume a total of 30 meetings. The Consultant shall prepare the agenda for each meeting and submit the agenda to the District five working days prior to the meeting. The Consultant shall be responsible for preparing the meeting minutes to the attendees within five working days of the meeting.

2.3 Workshops

The Consultant's team shall be physically present to lead an introduction workshop. The Kick-Off Workshop will be an opportunity for the stakeholders to learn about the project's goals, scope of work, and schedule. The introduction workshop shall be conducted at the District's Administration Building in downtown Oakland. The Consultant shall send the meeting agenda prior to the workshop, track minutes, and solicit feedback from District stakeholders.

2.4 Consulting Services During Design and Construction

The Consultant's Metering Improvements Plan will be used by a third party to prepare design drawings and specifications for construction. Consequently, the Consultant shall provide support to others during the design and construction phases of the meter improvements project. The Consultant shall respond to questions from third parties during the design phase and assist with responses to Requests for Information (RFIs) and submittals from the contractor during the construction phase. Assume five meetings for the design phase and assume five RFIs and five submittal reviews during the construction phase.

2.5 Schedule

Following the District's approval of proposed metering improvements developed by the Consultant, the Consultant shall provide an appropriate schedule and timeline for each site. The schedule shall include the planning, design, construction, operation and maintenance phases. The Consultant shall conduct annual testing during the operation and maintenance phase. An example is provided in Figure 1. The Consultant's recommended improvements for all meters shall be prioritized with the District's input over the five-year contract duration.

Figure 1 –Metering Improvements Schedule



Assumptions

The following information and support shall be performed by the District:

- The District shall provide all records available to properly support the completion of the Metering Improvements Plan.
- The District shall be provide appropriate personnel as needed during site visits and meter testing.
- The District shall provide all necessary excavation, trenching, and backfilling work.

II. CALENDAR OF EVENTS

| EVENT | DATE/LOCATION |
|---|-------------------------------|
| RFP Issued | November 4, 2019 |
| Response Due | December 6, 2019 by 4:00 p.m. |
| Proposal Evaluations including possible Consultant Interviews | December 2019 - January 2020 |
| Notice of Selection | January 13, 2020 |

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|---|------------------------------|
| Contract Preparation | January 2020 - February 2020 |
| Board Award | February 25, 2020 |
| Notice to Proceed | March 2, 2020 |
| Kickoff Workshop | March 19, 2020 |
| Metering Improvements Plan Draft | May 11, 2020 |
| Metering Improvements Plan Final Draft | June 5, 2020 |
| Contract Duration | March 2020 –March 2025 |

Note: All dates are subject to change.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

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

The Evaluation Criteria are as follows

| | Evaluation Criteria |
|-----------|--|
| A. | <p>Technical Criteria: The proposed project approach will be evaluated considering the following factors:</p> <ol style="list-style-type: none"> 1. Is the project approach well thought out to efficiently meet the District's needs? 2. Does the proposer's testing techniques meet project needs? 3. Is the proposed level of effort appropriate for the scope of services? 4. Is the proposer's plan to make staff available or key project meetings, site visits, and workshops? 5. Are the project restraints adequately identified and addressed? |
| B. | <p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? |

| | |
|-----------|---|
| | 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it? |
| C. | <p>Cost:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the District to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the District cannot afford.</p> |
| D. | <p>Implementation Plan and Schedule:</p> <p>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> |
| E. | <p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Has the proposer assigned the appropriate personnel to the project? 3. Does the proposer have experience developing meter facility improvements? 4. Does the proposer have the necessary experience to provide design criteria consulting services for the 3rd party contract? |
| F. | <p>Testing Methodology:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the proposed testing methodology adhere to AWWA standards? 2. Does the proposed testing equipment have current NIST calibration certificates? |

| | |
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| G. | Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score. |
|-----------|---|

C. PRICING

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

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

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

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

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

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

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

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

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

E. WARRANTY

1. Proposer expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other

representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. Proposer expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Proposer warrants that all work and services furnished hereunder shall be guaranteed for a period of <qty> years from the date of acceptance by the District.

F. INVOICING

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

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Andrew Richardson, Junior Engineer
EBMUD- Operations and Maintenance Support Department
E-Mail: andrew.richardson@ebmud.com
PHONE: (510) 287-2016

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Andrew Richardson, Junior Engineer
EBMUD- Operations and Maintenance Support Department

E-Mail: andrew.richardson@ebmud.com

PHONE:

Phone Number: (510)287-2016

B. SUBMITTAL OF RFP RESPONSE

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

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Metering Improvements Plan
EBMUD—Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Metering Improvements Plan
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.

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

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. **RESPONSE FORMAT**

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

EXHIBIT A

RFP RESPONSE PACKET

EXHIBIT A

RFP RESPONSE PACKET

RFP For –Metering Improvements Plan

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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



PROPOSER INFORMATION AND ACCEPTANCE

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

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

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

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

The addition of project team members are the only alterations or changes of any kind to the Proposal Form(s) that are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process. This proposal form and the Required Submittal, Item 6 – Level of Effort, should be equal.

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|--------------------------------------|---------------------------|-----------------|--------------------|-----------|---------------|
| <i>Task 1 – Project Approach</i> | Project Manager | hour | | \$ | \$ |
| | Field Specialist | hour | | \$ | \$ |
| | TOTAL COST- Task 1 | | | | \$ |

| Tasks | Description | Unit of Measure | Estimated Quantity | Unit Cost | Extended Cost |
|--|---------------------------|-----------------|--------------------|-----------|---------------|
| <i>Task 2 – Project Management</i> | Project Manager | hour | | \$ | \$ |
| | Field Specialist | hour | | \$ | \$ |
| | TOTAL COST- Task 2 | | | | \$ |



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal, Approach, and Project Team Description (maximum 3 pages)**: RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
3. **Experience and Relevant Projects**: The Proposer shall submit information demonstrating the experience of the proposed personnel relevant to the scope of work described in the RFP, including:
 - (a) Project Scope of Work summary
 - (b) Consultant roles and responsibility in the project
 - (c) Consultant personnel associated with the project
 - (d) Client name and project name
 - (e) Date when the project was performed (start/end dates)
4. **Description of the Proposed Equipment/System**: RFP response shall include a description of the proposed equipment, with appropriate certifications, and as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment will meet or exceed the requirements of the District and shall explain any advantages that this proposed equipment would have over other possible equipment. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFP

response. Finally, the description shall describe all product warranties provided by the Proposer.

5. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of the spare parts, and how quickly the parts shall be available for repairs. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
6. **Level of Effort:** For each of the tasks, provide an estimated level of effort for all staff involved. In spread sheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including sub-consultants.
7. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
8. **References:** References MUST demonstrate the successful completion of consulting projects in flow meter design, water facility infrastructure design, meter testing and calibration services of the same quality and manner as that which is described in this RFP.
 - (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
9. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

10. **Contract Equity Program:**

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



REFERENCES

RFP For – Metering Improvements Plan

Proposer Name: _____

Proposer must provide a minimum of three references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For – Metering Improvements Plan

Proposer Name: _____

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

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

| Reference to: | | | Description |
|---------------|---------|----------|---------------------------------------|
| Page No. | Section | Item No. | |
| p. 23 | D | 1.c. | <i>Proposer takes exception to...</i> |
| | | | |
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*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

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 PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INSURANCE

A. Insurance Requirements

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

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

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

B. Workers Compensation Insurance

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

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

C. Professional Liability Insurance (Errors and Omissions)

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

If Coverage is written on a claims-made form, the following shall apply:

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

D. Commercial General Liability Insurance

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.

2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers *products and completed operations*.
8. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

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
STANDARD CONSULTING AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*Metering Improvements Plan***

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

WITNESSETH

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

WHEREAS, 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

:

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

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.

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.
- 4.3 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.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

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

7.2 Insurance Requirements

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

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

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right

to require CONSULTANT to provide insurance policies for review by DISTRICT.

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

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

7.3 Workers Compensation Insurance

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

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

7.4 Commercial General Liability Insurance

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

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

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

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

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

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) products and completed operations.
8. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

7.5 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$2,000,000 of liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

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.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

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

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

Rev. 8/1/19

EXHIBIT A

East Bay Municipal Utility District *Metering Improvements Plan*

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

(See RFP)

II. PROJECT SCHEDULE

(See RFP)

EXHIBIT B

East Bay Municipal Utility District *Metering Improvements Plan*

COMPENSATION

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

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

2.1 Direct Labor

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

2.2 Indirect Costs

DISTRICT shall pay CONSULTANT an overhead expense equal to (*insert overhead rate*) percent of labor costs incurred by CONSULTANT.

CONSULTANT acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

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

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

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
- 2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:

- Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
- Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.
- Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
- Lodging accommodations are moderately priced.
- Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.)
- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5 Professional Fee

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

2.6 Budget Amounts

| | • Contract ed <u>Services</u> | • Optional <u>Services</u> | • Maxi mum <u>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. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

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

2.8 Budget Status Reports

For the duration of this Agreement, the CONSULTANT shall provide DISTRICT with ("*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.

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

EXHIBIT B-1

East Bay Municipal Utility District

Metering Improvements Plan

[illegible]

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

$$\binom{***}{*} \quad \binom{***}{*} \quad \binom{***}{*} \quad \binom{***}{*} \quad \binom{***}{*} \quad \binom{***}{*}$$

II. Optional Services

Task 3:

Task 4:

Subtotal II.

$$(\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast)$$

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*

EXHIBIT B-2

East Bay Municipal Utility District *Metering Improvements Plan*

LABOR DISTRIBUTION

| | Consultant | | | | Subconsultants | | | | | | |
|------------------------|--------------------|---------------------|----------|----------|-----------------|-----------------|----------|-----------------|-----------------|----------|-------|
| | Project Manager | Project Engineer | Drafting | Subtotal | Project Eng. | Sub. #1 | | Sub. #2 | | | Total |
| | | | | | | Assist. Eng. | Subtotal | Project Eng. | Assist. Eng. | Subtotal | |
| Services(*) | | | | | | | | | | | |
| 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 *Metering Improvements Plan* CEP COMPLIANCE

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

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

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

EXHIBIT D
INSURANCE FORMS



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 *products and completed operations*.
8. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
9. ☒ The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

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 _____



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 (Claims Made Basis)

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 702
Mailing Address: P.O. Box 24055
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order
Number:

(Completed by EBMUD)

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."