

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

Main Wastewater Treatment Plant

Power Generation Station

Reliability Improvements Project

Contact Person: Gary Lin

Phone Number: (510) 287-1090

E-mail Address: gary.lin@ebmud.com

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

RESPONSE DUE

by

4:00 p.m.

on

January 15th, 2020

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

Main Wastewater Treatment Plant

Power Generation Station

Reliability Improvements Project

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of this RFP to award a professional services contract to the Proposer(s) who best meets the East Bay Municipal Utility District's (District) requirements for the Main Wastewater Treatment Plant (MWWTP) Power Generation Station (PGS) Reliability Improvements Project.

The scope of the work includes an evaluation of the PGS systems, installation of new systems and equipment for the purposes of redundancy and reliability, and in-kind replacements of existing equipment.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. The Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing evaluations and design work for power generation systems at wastewater or similar treatment plants for at least five (5) years.
- b. The Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

Refer to **Exhibit C** for the scope of work, deliverables and other specific requirements.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	November 19, 2019	
Site Walk and Proposal Conference	December 4, 2019 @ 1pm	at: MWWTP 2020 Wake Ave Oakland, CA. 94607
Response Due	January 15, by 4:00 p.m.	
Interviews	February 10-14, 2020	
Anticipated Contract Start Date	May 1, 2020	
Project Completion	December 31, 2022	

Note: All dates are subject to change.

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

A. SITE WALK/ PROPOSAL CONFERENCE

An optional site walk/Proposal conference will be held to:

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

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk/Proposal conference. Proposers are recommended to attend this conference to fully understand the complexities of the system.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by a Selection Committee and will be scored and ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. 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. Proposers 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. 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.	Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the Proposer: <ol style="list-style-type: none"> 1. System Design - A comparison will be made of the proposed PGS improvement plan. Additional credit will be given for features of the proposed design that offer enhanced utility, ease of use, or ease of integration with existing equipment and systems. 2. Life-Cycle Costs - An assessment will be made of the scope and extent of resources required to operate and maintain the proposed system. 3. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness, and technical expertise.
B.	Cost: An evaluation may be made of: <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. Risk (i.e., are the potential risks acceptable to the District?); 3. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 4. Affordability (i.e., the ability of the District to finance this project).
C.	Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.
D.	Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are resumes complete and do they demonstrate backgrounds that would be

	desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
E.	Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.
F.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: 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?
G.	Methodology: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District's time schedule?
H.	Contract Equity Program: Proposer shall be eligible for Small Business Enterprise (SBE) or Disabled Veteran Business Enterprise (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. 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 may 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 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 Wastewater Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

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

D. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District 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, itemized services description, and a figure indicating total dollar amount spent to date.
4. The District will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING PROJECT SCOPE:

Attn: Gary Lin
EBMUD-Wastewater Department
E-Mail: gary.lin@ebmud.com
PHONE: (510) 1090

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted solely via electronic transmissions will not be accepted. Electronic transmissions include those sent by email or via the internet.
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, 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. Hard copy RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
MWWTP PGS Reliability Improvements
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
MWWTP PGS Reliability Improvements
EBMUD–Purchasing Division
375 Eleventh Street
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 are also to submit an additional four (4) hard copied RFP responses.**

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be delivered on a disk, USB flash drive, or on a file share website (emailed to Gary Lin at gary.lin@ebmud.com). 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.

Electronic copies will not be considered official and will not be time stamped or evaluated if the hard copy versions were not received on time at the above location.

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



EXHIBIT A

RFP RESPONSE PACKET

RFP For the MWWTP PGS Reliability Improvements Project

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal**: RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed two (2) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a list of key personnel associated with the RFP. This list must include the principal in charge, project manager, project engineers and other key personnel. 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 approximate percent of time that person is expected to spend on the Project
 - (d) The person's telephone number and e-mail address;
 - (e) The person's educational background; and
 - (f) The person's relevant experience, certifications, and/or merits.
3. **Statement of Qualifications**: The proposal should include documentation elaborating on relevant experience and qualifications that will demonstrate the required qualifications to complete the work. In general, the statement of qualifications should;
 - (1) Elaborate on projects listed in the Qualifications Summary Form including key project accomplishments, challenges, and results
 - (2) Note additional projects completed by project team relevant to the scope of work
 - (3) Describe team experience working with municipal agencies, wastewater treatment facilities, and/or power generation facilities.
 - (4) Document project team's experience in both evaluation studies and detailed design work
 - (5) Include project team's experience in working with the Proposer's subconsultants, if any.
4. **Project Approach**: The proposal should include a clear and complete discussion of each task required to fulfill the project objectives, and in sufficient detail to present the proposed approach. In general, the project approach should demonstrate;
 - (1) Clear understanding of project scope and district needs
 - (2) Logical sequence of work to progress from evaluation phases thru final design

- (3) Innovative and cost effective solutions to address scope items
- (4) Effective quality assurance and quality control protocols

5. **Project Management and Staffing:** The proposal should describe;
- (1) Organization of project team with respect to firms and key personnel.
Organization chart can be provided
 - (2) Discipline leads for specific disciplines such as mechanical, electrical and control, fire protection, and drafting
 - (3) Availability of key staff and support staff for completion of scope of work
6. **Labor Hours by Task:** Provide a detailed breakdown of labor hours by task and position, including subconsultants. The estimate of labor hours presented in the proposal will provide the basis for contract negotiations with the selected Consultant.
7. **Schedule:** The Consultant will evaluate the provided information to develop their own detailed work plan and schedule for the project including deliverables and other milestone dates in order to complete the project in a timely manner. Clearly identify the critical path and which tasks will run concurrently. The following major milestone deliverable dates must be included (at a minimum):
- (1) Project Kickoff (Assume start date of April 1, 2020)
 - (2) Evaluation TM(s)
 - (3) Basis of Design Report
 - (4) 10%, 50%, 90%, and 100% Design Submittals
 - (5) Bid Period
 - (6) Construction Notice to Proceed
 - (7) Engineering Services During Construction
 - (8) Estimated Completion
8. **References:**
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - Proposers are strongly encouraged to provide references from clients working directly with the Proposer.
 - (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.

11. **Submittal Length**

Section	Not to Exceed ¹
Transmittal Letter	2 pages
Statement of Qualifications	6 pages
Project Approach	8 pages
Project Management and Staffing	5 pages
Labor Hours by Task	3 pages ²
Schedule	1 page ²
Contract Equity Program Forms	As needed
Resumes (Maximum of two pages per person)	As needed
References	As needed
1. Page limits based on single-sided page count. Double sided pages count as two. Pages shall be 8 ½" x 11 except as noted 2. 11"x17" allowed	



REFERENCES

RFP for - MWWTP PGS Reliability Improvements Project

Proposer Name: _____

Proposer must provide a minimum of two (2) references occurring in the last ten (10) years.

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 - MWWTP PGS Reliability Improvements Project

Proposer Name:_____

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

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

[illegible]

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

INSURANCE

A. Insurance Requirements

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

B. Workers Compensation Insurance

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

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 explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

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

EXHIBIT C

DETAILED SCOPE OF SERVICES

EXHIBIT C
DETAILED SCOPE OF SERVICES

FOR

MAIN WASTEWATER TREATMENT PLANT
POWER GENERATION STATION
RELIABILITY IMPROVEMENTS PROJECT

Contact Person: Gary Lin, Associate Civil Engineer

Phone Number: (510) 287-1090

E-mail Address: gary.lin@ebmud.com

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1.0 Introduction

1.1 Overview

The District is a publicly-owned utility formed under the Municipal Utility District Act passed by the California Legislature in 1921. In 1944, voters decided to create Special District No. 1 to treat wastewater for six East Bay cities. Wastewater treatment began in 1951, with the District providing wastewater services for the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, and the Stege Sanitary District, which includes El Cerrito, Kensington, and part of Richmond. The wastewater system serves approximately 710,000 people in an 88-square mile area. The wastewater system encompasses approximately 29 miles of sewer interceptors, seven miles of sewer force mains, 15 pumping stations, three wet weather facilities, and the Main Wastewater Treatment Plant (MWWTP).

1.2 Project Background

The Power Generation Station (PGS) at the MWWTP is comprised of PGS1, cogeneration engines, and PGS2, cogeneration turbine. Based on a 2018 reliability study and assessment, the PGS has been identified as a critical facility required for emergency preparedness which is in need of various recommended improvements.

The existing PGS1 was installed in 1986 and consists of three reciprocating engine-generators, three Ingersoll Rand gas compressors, two engine intercooler heat exchangers, and two engine waste heat exchanger. PGS1 was modified in 1993 and 2005 to install or modify the underground diesel tank, radiators, engine generator, cooling loop heat exchangers, and boilers.

The existing PGS2 was installed in 2012 and consists of one turbine engine-generator, a gas conditioning skid, and a gas compressor skid. Additional supporting facilities, such as the flares, gas conditioning system (GCS) are included in the scope of this project.

Refer to Figures 1 and 2 for a map of these facilities' location.



Figure 1. Work Locations

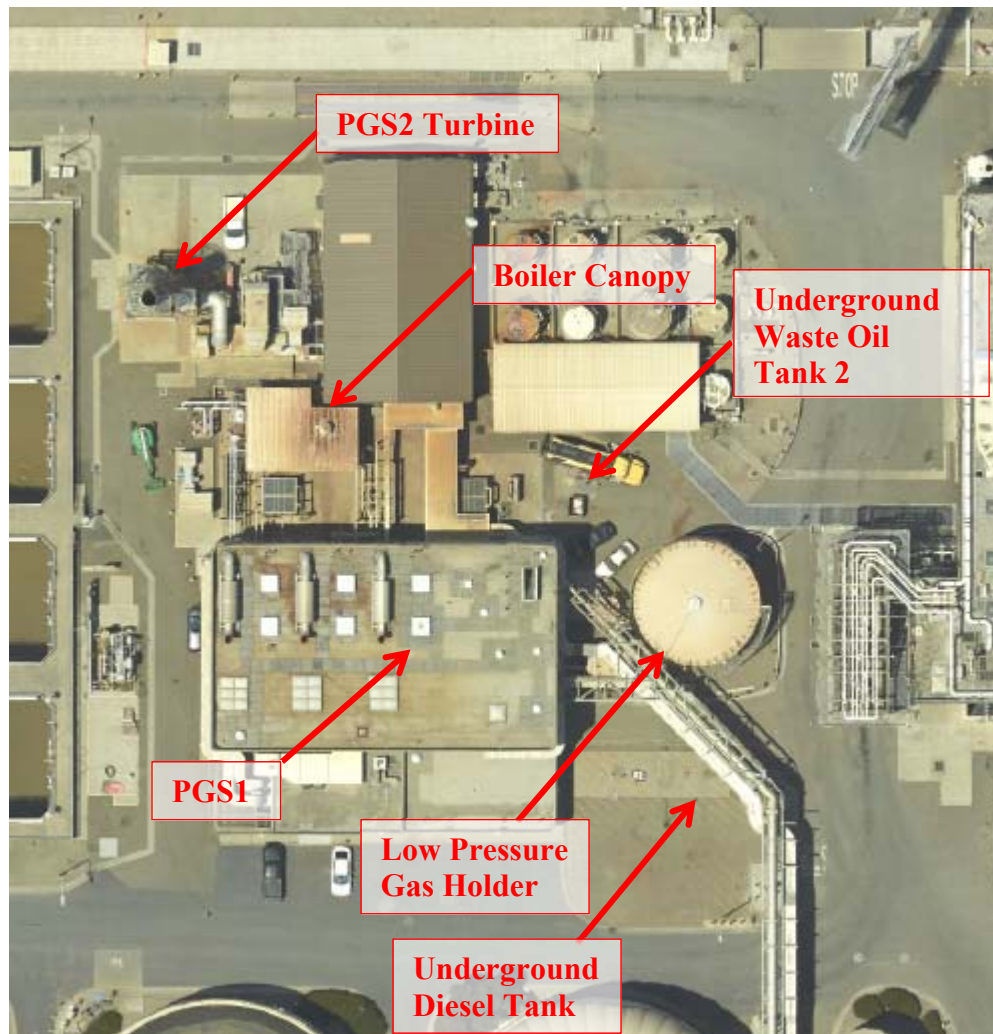


Figure 2. PGS Facilities

The PGS1 engines are being overhauled by California Marine Diesel. The District chose to overhaul these legacy engines rather than replace them with new engines after a cost benefit analysis; however, the PGS reliability study recommended the engines need upgrades to meet modern design and combustion performance criteria.

1.3 Facility Description

1.3.1 Engines

Three 2.1 megawatt (MW) reciprocating internal combustion engine-generator systems are housed in the PGS 1 building and one 4.6 MW turbine engine-generator at PGS 2. These units are capable of converting the energy in the Digester gas to 4,160-volt power for use in the plant. Typically, two of the engine-generator systems operate at a given time, while one is held in reserve as a standby maintenance engine. The turbine is generally in operation at all times.

Major support systems for the reciprocating internal combustion engines include:

- gas compressors
- lube oil system; including supply oil and waste oil tanks
- fuel oil supply system and diesel tank
- engine oil heat exchanger (dumps heat into hot water system)
- engine jacket water heat exchanger (dumps heat into plant effluent)
- waste heat exchanger (dumps heat into plant effluent from hot water system return flow)
- plant effluent pumps for open loop cooling of the hot water loop
- radiators for backup cooling to serve as backup to the waste heat exchanger and the cooling loop heat exchangers (sufficient for one engine to run)
- engine exhaust heat recovery heat exchanger and silencer
- low pressure gas holder
- high pressure gas surge tank

Major support systems for the PGS 2 turbine include:

- gas conditioning system
- gas compressors
- cooling loop heat exchangers
- cooling water pumps
- plant effluent pumps
- engine oil lube cooler
- heat recovery unit

1.3.2 Flares

Two flares serve to burn excess biogas; the two high capacity flares with a total capacity of 3,000 scfm and the four low capacity flares with a total capacity of 3,600 cfm. The two high capacity flares were recently built, currently being permitted, and anticipated to be online in 2020.

1.4 Objectives

This project will improve the reliability and operability of the PGS, the waste oil storage system, cooling systems, and flares. In addition, this project seeks to extend the useable life of the PGS by replacement of mechanical equipment and structural supports.

1.5 Available Budget

The District has currently allocated \$8.9M for this project (on a total project basis). This budgetary information is provided to allow Consultants to estimate their level of effort required on this project given the unknowns regarding whether or not a system evaluation will lead to detailed design and construction.

The Consultant is also to assume the current budget does not cover the optional tasks items and their potential design and construction costs; as such, the optional task items may exceed this budget.

2.0 Scope of Work

The District is seeking a Consultant to provide engineering and design services for evaluating and designing improvements to the PGS facilities and miscellaneous as described in this section. The Consultant shall take the design to final completion for bidding and assist the District with the bid period and provide engineering services during construction.

The scope items listed here constitute the work that will be done as part of the Evaluation and Design portions of the project. These items represent the District's current understanding of the issues and required improvements; however, additions or modifications to this scope may be required based on the results of the evaluations and input from the Consultant. In addition, it is not guaranteed that all work described in this section will be carried out to final design due to evaluation findings or budgetary limitations.

2.1 General

Work includes evaluation of the following PGS systems:

- Evaluate alternatives to PGS 1 and PGS 2 plant effluent (3W) cooling. Include potentially replacing the hot water loop waste heat exchangers, radiators, and PGS2 cooling units with two hybrid coolers, radiators, or other.
- Evaluate PGS gas equipment, systems, and controls from the digesters to the engines; include all engines, boiler, piping biogas storage and gas conditioning systems. Provide recommendations on how the system may be optimized.
- Perform single point failure analysis on key PGS-related systems to prevent future PGS shutdowns.

2.2 High Capacity Flares:

Provide engineering and design services to modify two high capacity, enclosed digester gas flares to improve ignition reliability by installing rain shields over ignition rods or replacing ignition rods with a higher weather performance model.

2.3 Gas Conditioning System

A recent reliability study conducted for the PGS gas system showed the Gas Conditioning System (GCS) is a critical point of failure for the turbine generator since it cannot utilize untreated digester gas. In addition, this system is a bottleneck in the conveyance and treatment of biogas to the PGS as the GCS treats 2,700 cfm instead of the 3,000 cfm needed to operate all engines and the turbine.

The Consultant shall evaluate the GCS from both a process bottleneck and critical point of failure perspective and provide engineering and design services to implement the recommended and District approved upgrades. At minimum, the GCS will need: (1) a redundant train on the gas conditioning blower system via a new blower and heat exchanger and (2) a new low voltage (24V and less) control panel to separate out low voltage components out of the existing control panel containing both low and high voltage wiring/equipment.

2.4 Reciprocating Engine Detonation Monitoring Sensors and Adjustment System

Provide engineering and design services to upgrade engine controls and equip each engine cylinder with pressure sensors to monitor detonation probability with an option of detonation adjustment solution such as electronic port fuel injection and high pressure micropilot. This upgrade is intended to increase engine efficiency while reducing risks of the engine entering an early detonation state.

2.5 Heat Recovery System

After installation of new heat recovery units (HRUs) for the new turbines in 2012, the heat loop pressure increased from 30 psig to 60 psig which is causing more wear on the system equipment.

The Consultant is to evaluate the heat loop hydraulics and provide engineering services and design to upsize the three water recirculation pumps. The 10-hp motors on these pumps will likely need to be replaced with 12.5-hp motors and the pumps re-sheaved to run faster to circulate more water through the HRUs, thus lowering the outlet temperature of the heated hot water supply (HHWS) and reducing the risk of steam cavitation within the equipment.

2.6 Electrical and Controls

Provide engineering and design services to intertie the PGS 1 and PGS 2 electrical power supply to allow PGS1 supporting systems (e.g., compressors) to run off of the power generated by PGS2. Currently, when the power goes out, PGS1 compressors must rely on an old undersized diesel generator to stay partially online.

Provide engineering and design services to retrofit Main Interface Panel (MIP) wiring cabinet with a false floor to protect the wiring and allow entrance into panel for work. The current cabinet has unprotected wires running on the floor and the wires may unintentionally be disconnected or damaged.

2.7 Heat Exchangers

2.7.1 New Heat Exchanger to Remove PGS Dependency on Plant Effluent

The Consultant shall evaluate alternatives to make PGS1 and 2 cooling independent of the plant effluent for cooling. Currently, plant maintenance shutdowns that impact effluent flow (i.e., the effluent channel runs low to empty) require a PGS outage and the District wants to avoid these types of flow-impacted PGS outages in the future. Ideally, the new cooling units should supersede the following units: (1) existing radiators, (2) PGS1 waste heat coolers, (3) PGS1 cooling loop heat exchangers, and (4) PGS2 turbine engine coolers.

The District is considering conversion of the existing open loop cooling system. Ideally, PGS1 and PGS2 should not be reliant on the plant effluent cooling system. The new cooling system should be sized for duty and standby, and should run on either potable water or air.

2.7.1.1 Radiators

There are two existing radiator cooling towers at PGS. Radiator Cooling Tower No. 1 is dedicated to cool the water in the closed loop cooling system serving gas engine

compressors, turbo charger, and intercoolers. Radiator 1 is currently leaking due to a puncture.

Radiator Cooling Tower No. 2 is used for cooling the hot water return (HHWR) line from the Waste Heat Exchanger and is currently in service. These radiators were installed to allow at least one engine to run when the plant effluent channel is empty. This channel normally supplies plant effluent for cooling to run all the engines. If a new cooling tower to be installed, independent of plant effluent, these radiators will be obsolete and should be removed.

2.7.2 Replace two engine waste heat exchangers.

Heated hot water return (HHWR) from the plant is cooled through two waste heat exchangers prior to use as cooling water for the engine lube oil coolers and engine closed water loops. The waste heat exchangers installed in 1985 has reached the end of its equipment life and replacement or repair is required. This heat exchanger uses plant effluent as the cooling media.

2.7.3 Replace/repair two PGS1 Cooling Loop Heat Exchangers

The heat exchangers serving the gas compressors and engine intercoolers are short circuiting and need to be rehabilitated or replaced. These heat exchangers use plant effluent as the cooling media.

2.8 Boilers

Provide engineering and design services to make the following improvements and repairs:

- Boiler exhaust stack needs to be raised and a tee installed to prevent rainwater from building up in the boiler exhaust line.
- Boiler canopy and gutter system is corroded beyond repair. A new canopy is needed.
- The outdoor boiler control panels are exposed to the elements and needs to be protected from rainwater damage.
- Install 10-inch pipe support improvements at the boiler inlet piping. This piping is not currently supported properly.

2.9 Underground Waste Oil Tanks

Provide engineering and design services to demolish and remove the existing underground waste oil tank at the Field Services Building parking lot.

Provide engineering and design services to replace the existing underground waste oil tank at the PGS1 building and reroute all piping to a new above ground waste oil tank. New tank will be placed adjacent to the Wet Weather Storage Basin. The existing PGS1 underground waste oil (or also known as slop oil) tank will be demolished and removed. The new waste oil tank must allow the dumping of 55-gallon oil drums at ground level.

2.10 Underground Diesel Tank

Provide engineering and design services to replace PGS underground diesel tank with above ground tank. The current underground diesel tank is at risk of leaking (and subsequent shutdown) and is critical to the operation of the PGS engines. The existing diesel tank is to be demolished and removed.

2.11 General Mechanical

Provide engineering and design services to replace or reroute the following:

- Replace 10-inch diameter PGS1 compressor discharge gas piping and all associated valves. This pipeline is highly corroded and leaking condensate.
- Replace LPDG piping between the LPGH and PGS1 compressors and all associated valves. This pipeline is highly corroded and leaking condensate.
- Reroute the PGS 2 compressor discharge piping from below ground to above ground. The current pipeline does not have a condensate drain on the underground portion of the pipeline.

A majority of the original digester gas piping is welded steel pipe and the internal corrosion materials include pyrophoric iron sulfides which are a fire hazard when exposed to oxygen.

2.12 General Instrumentation

Provide engineering and design services for the following:

- Move biogas low pressure pipeline pressure transmitter (PIT) to ground level and ensure the transmitter does not collect condensate by installing it near an existing condensate tank. This transmitter is located near the low capacity flares and is used to control flaring.

- Move biogas medium pressure pipeline pressure transmitter (PIT3507) to ground level and install condensate tank to prevent condensate buildup in the transmitter. This transmitter is located at the low pressure gas holder (LPGH) tank and is used for the PGS system pressure control mode.

2.13 Optional Scope Items

2.13.1 Controls

Provide engineering and design services to start migrating controls from the PGS MIP control system to the Plant's distributed control system (DCS). The MIP system was originally installed as part of PGS1, and the District has since standardized on the DCS system. PGS 1 and 2 have since become a patchwork of controls and the District would like to standardize on DCS over time as equipment is replaced.

Provide engineering and design services to tie the alarms at the MIP and engines to the DCS. Currently, these alarms may go unnoticed as it does not show up in the DCS system.

2.13.2 Low Pressure Gas Holder

Provide engineering services to evaluate and provide recommendations on how to run PGS without the low pressure gas holder (LPGH) tank (located downstream of the gas conditioning skid compressors and upstream of the engine compressors).

The LPGH is at the end of its useful life. The District would like to abandon and remove the LPGH, but this can only be done if the PGS system can be run reliably without the LPGH. The Consultant is to conduct final design for a replacement LPGH in this optional task item assuming the LPGH cannot be removed from service.

2.13.3 Seismic Improvements

Provide engineering and design services to seismically retrofit the PGS1 building structure and all mechanical, electrical, and piping associated with both PGS1 and PGS2. The District currently has a separate Consultant on board conducting a 10% conceptual design of the seismic portion of this work. This 10% design report will be turned over to the Consultant upon completion. The Consultant shall conduct detailed and final design for the lowest cost, highest impact, seismic design recommendations per the 10% design report based on available funding.

3.0 Anticipated Tasks

The Consultant shall perform the tasks as laid out in this section.

3.1 Task 1: Project Management

The Consultant shall coordinate engineering analysis and design work; prepare meeting agenda and minutes; attend meetings; manage quality control and assurance; prepare deliverables; and provide documents and invoices as necessary to effectively manage this project. The Consultant shall be responsible for project coordination and communication with the project team, sub consultants, and the District project manager to facilitate evaluation and development efforts.

3.1.1 Meetings and Workshops

The Consultant shall conduct meetings and workshops with District staff, including representatives from maintenance, engineering, operations, and other divisions.

The following key meetings are anticipated:

- **Project Kick-Off Meeting:** A comprehensive kickoff meeting will be conducted with District staff and consultant staff. The purpose of the meeting is to confirm the understanding of the scope, review previous relevant work conducted by the District and previous consultants, identify outstanding issues and decisions, identify potential risks and mitigations, discuss the project schedule, and discuss coordination protocol between the Consultant and District.
- **PGS System Evaluation Workshop:** This meeting with operators, maintenance, and District optimization engineers will focus on their specific evaluation needs and concerns. The goal of this meeting is to provide the Consultant focused direction on evaluating the PGS system. The PGS system will encompass the entirety of the digester gas handling system, energy generation system, flares, and supporting equipment and facilities.
- **Draft Evaluation Meeting:** This meeting focuses on the Consultant's initial PGS System Evaluation TM findings, results, alternatives, and recommendations. This meeting is intended to ensure the evaluation covers all work desired by the District and also allows the District to provide initial comments and direction.
- **Final Evaluation Meeting:** This meeting will discuss final PGS System Evaluation TM findings, results, alternatives, and recommendations.

- **Environmental, Health, Safety, and Security Checklist Meeting:** This meeting is conducted at the conclusion of the 10% design stage to discuss all environmental, health and safety issues in this project during design and methods of mitigation.
- **User Group Meeting:** All user group meetings are held one to two weeks after each design submittal and will all stake holders. The intent of these user group meetings is to allow District stakeholders to review the design at each stage and provide direction to the Consultant. These user group meetings are to occur at the 10, 50, and 90 percent design stages. Additional user group meetings may be required on an as-needed basis.
- **Management Briefings:** Management briefings are to be done one to two weeks after user group meetings. These briefings are used to update District Managers the status of the project as well as to make final decisions regarding project alternatives. Management briefings shall occur at the 10, 50, 90, and 100 percent design stages.

Deliverable: For all meetings, the Consultant shall prepare an agenda for the meeting, presentation slides, meeting minutes following the meeting, and a decision, action item, and risks log. All meetings shall be lead and run by the Consultant with support from the District as needed. All meetings, except the management briefings, shall be run at the Main Wastewater Treatment Plant (MWWTP) and scheduled at least two weeks in advance. Management briefings shall be run at the MWWTP or at the Administrative building (in downtown Oakland) and will need to be scheduled at least one month in advance.

The Consultant shall prepare an overall project schedule and update it on a monthly basis. The Consultant shall create and maintain an Issues and Decisions Log, prepare monthly project status reports and invoices, and coordinate deliverables.

Draft Deliverable: The Consultant shall prepare draft documents, each of which shall include the task-required information. The Consultant shall provide electronic copy of each draft document. The Consultant shall allow two weeks for the District to review and provide comments.

Final Deliverable: The Consultant shall prepare final documents, addressing and incorporating comments received from the District on the draft versions. The Consultant shall also include an electronic (PDF) of each document, and each document in its source file format.

All submittals by the Consultant shall undergo an internal quality assurance/quality control review prior to submission to the District.

3.2 Task 2: Evaluation Technical Memorandums

This task will include evaluation of the entire digester gas handling and energy generation system and aims to optimize the PGS facility and provide recommendations to improve the operation, maintenance, and reliability. Facilities these evaluations will encompass includes the following: digester gas handling system, low and high capacity flares, gas conditioning system, engines, low pressure gas holder tank, high pressure surge tank, hot loop water pumps, waste oil tanks, gas conveyance, cooling, boilers, and other miscellaneous supporting equipment and systems related to the PGS and digester gas system required to generate energy from digester gas. As part of these evaluations, a set of alternatives and recommendations will be developed to help direct the detailed design tasks. Budgetary costs shall be included with each alternative in each evaluation as applicable.

To be included in this evaluation is a listing of all equipment and their design criteria information such as model, type, size, capacity, horsepower, and etc.

Draft Deliverable: The Consultant shall prepare draft document, each of which shall include the task-required information. The Consultant shall keep a review comments log, documenting all District comments, the Consultant's response to those comments, and changes made to the submittal as a result of those comments. The Consultant shall provide electronic PDF copy of each draft document with all attachments and appendices. The Consultant shall allow two weeks for the District to review and provide comments.

Final Deliverable: The Consultant shall prepare final document, addressing and incorporating comments received from the District on the draft versions. The Consultant shall provide eight (8) hard copies of this document as well as an electronic (PDF) of each document, and each document in its source file format.

All submittals by the Consultant shall undergo an internal quality assurance/quality control review prior to submission to the District.

3.3 Task 3 Basis of Design

This task will include all necessary work to prepare a complete Basis of Design Report that defines the following:

- Scope of work for final design and description of the recommended design project

- Project objectives
- Design criteria
- Project area, civil site plan, general arrangement of the new and retrofitted facilities
- Process description and flow diagrams
- Equipment sizing and functional calculations, where needed
- Preliminary equipment selection and allowable vendors
- Evaluation of any additional alternatives
- Electrical single line diagram and preliminary electrical site plan
- Preliminary construction cost estimate
- Implementation schedule
- Potential project constraints such as outages, sequencing, or bid packaging alternatives if required

Draft Deliverable: The Consultant shall prepare draft documents. The Consultant shall keep a review comments log, documenting all District comments, the Consultant's response to those comments, and changes made to the submittal as a result of those comments. The Consultant shall provide electronic PDF copy of each draft document with all attachments and appendices. The Consultant shall allow two weeks for the District to review and provide comments.

Final Deliverable: The Consultant shall prepare final document, addressing and incorporating comments received from the District on the draft versions. The Consultant shall provide an electronic (PDF) of each document, and each document in its source file format.

3.4 Task 4: Detailed Design

The project will include the detailed designs of the upgrades recommended in the evaluation technical memorandum (TM). The work shall include, at a minimum, civil, mechanical, structural, process, electrical, and instrumentation and controls (I&C) design.

Design services shall include preparation of any necessary calculations, engineered drawings/plans, and technical specifications required to communicate to the construction contractor the facilities that are to be constructed. Front end specifications shall be prepared by the Consultant using the District's front end specification templates. Technical specifications shall be prepared by the Consultant in the modified Construction Specifications Institute format and shall be submitted in both Word document and PDF formats.

Design drawings shall be submitted to the District in MicroStation format to comply with the District's Wastewater Department Computer Aided Design and Drafting (CADD) Standard Guidelines. PDF copies shall be submitted as well. Process and Instrumentation Drawings (P&IDs), equipment lists, and instrumentation lists shall be prepared using MS Excel software, to comply with the CADD Standard Guidelines. Contract (i.e. "front end") specifications shall be generated by the District.

Requirements for the specific design discipline areas are as follows:

- **General:** The Consultant shall prepare general design drawings as needed for the contract documents.
- **Civil:** The Consultant shall prepare the design of civil pipe, earth, and/or work.
- **Structural:** The Consultant shall prepare calculations, drawings and specifications for structural and seismic design elements including but not limited to equipment pads, anchorages, seismic retrofit (if initiated), and/or piping supports. The Consultant shall confirm that existing structures can support new equipment and sustain operating loads, earthquake forces, and life safety design criteria in accordance with District standards, Universal Building Code, America Concrete Institute Manual of Practice, Steel Design Manual, American Society of Civil Engineers, and any other applicable code requirements.
- **Process/Mechanical:** The Consultant shall prepare the design of process mechanical facilities, including calculations, equipment, piping, and other service utilities and appurtenances. Process/Mechanical design shall comply with latest NFPA code requirements and all other applicable requirements.
- **Electrical:** The Consultant shall prepare the detailed electrical design based on the latest NEC and California Electric Codes. Consultant is to note that the District prefers the electrical design to be 100% complete with nothing left to the contractor to design.

- **Instrumentation and Controls (I&C):** Instrumentation design includes the design of equipment control systems and all required instrumentation to facilitate those controls. The Consultant shall prepare I&C designs including control narratives and control strategies. Control strategies shall be prepared to describe Programmable Logic Controller (PLC) and/or Distributed Control System (DCS) functions. I&C devices shall be shown on the mechanical and electrical plans and instrumentation drawings. An instrumentation index and an input/output list shall be prepared by the Consultant. Instrument and equipment tag numbers shall conform to District standards while wiring and loop diagrams shall be fully detailed for construction. The Consultant shall work with District Staff to ensure communications systems meet network security requirements.
- **Drafting:** The Consultant shall provide all drafting services for this project. The Consultant shall conform to District Wastewater CADD and drawing development standards. These standards shall be provided by the District prior to the initiation of any drafting work. The District will also provide any available drawing backgrounds to be used in drawing development. The Consultant shall not modify or alter these backgrounds.

3.4.1 Equipment Selection

All equipment in this project shall be reliable and long lasting. The Consultant is directed to specify acceptable manufacturers for all equipment specified in the Technical Specifications.

3.4.2 Design Submittal

The Consultant shall provide a 10, 50, 90, and 100 percent design submittal. Each submittal shall contain the deliverables as indicated in Table 1.

The Consultant, as part of the detailed design, shall field verify all record drawings associated with the detailed design prior to the start of the detailed design work.

Table 1. Design Submittal Deliverables

Project Deliverables	Design Phase			
	10% Design	50% Design	90% Design	100% Design
Drawings				
- List of drawings	X	X	X	X
- List of equipment	X	X	X	X
- Civil site plans	X	X	X	X
- Civil details			X	X
- Mechanical plans	X	X	X	X
- Mechanical sections & details		X	X	X
- Structural plans	X*	X	X	X
- Structural sections & details		X*	X	X
- Electrical site plan & single line diagram	X*	X*	X	X
- Electrical - other	X*	X*	X	X
- Process Flow Diagram	X	X	X	X
- P&ID's		X	X	X
- Reference drawings as needed			X	X
Specifications				
- Spec Index	X	X	X	X
- General sequencing and constraints	X	X	X	X
- Key Technical Sections		X	X	X
- Remaining Technical Sections			X	X
- Front End Sections			X	X
Calculations and Reference Documents	X	X	X*	X*
Construction Cost Estimate & Schedule	X	X	X	X
Environmental , Health, Safety, and Security Check list	X			
Notes: * - If applicable				

3.4.2.1 Environmental, Health, Safety, and Security Compliance Checklist

The District will prepare an Environmental, Health, Safety, and Security Compliance Checklist (Checklist) with support from the Consultant. The Consultant shall attend a mandatory meeting with the District's Regulatory Compliance Office to discuss the information required for the Checklist.

3.4.3 Detailed Design Submittal Deliverables

The Consultant shall prepare the design submittals, each of which shall include the necessary information indicated in this Task. The Consultant shall provide electronic copies of each submittal. Electronic copies shall be in both PDF and source file format.

The Consultant shall allow two weeks for the District to review and provide comments. Submittals without all the information indicated in Table 1 may be rejected.

All submittals by the Consultant shall undergo an internal quality assurance/quality control review prior to submission to the District.

All District comments, Consultant's responses, and District's acceptance shall be logged using a tabular spreadsheet form.

3.5 Task 5: Bid Period Services

The Consultant shall attend pre-bid meetings and respond to questions from prospective bidders as requested by the District, and will prepare meeting notes and addenda as necessary. The Consultant shall also review and reply to equipment substitution requests from prospective bidders as requested by the District. The District will print and distribute any addenda produced during the bid period.

3.6 Task 6: Engineering Services during Construction (ESDC)

The Consultant shall provide ESDC for the project, including the following items:

- **Issue Resolution** – This service will involve responding to Requests for Information from the Contractor. The Consultant shall issue necessary clarifications, interpretations, and re-design of the Contract documents, as appropriate for the orderly completion of the work.
- **Submittal Review** – The Consultant shall review (or take other appropriate action in respect of) shop drawings, material and equipment data sheets, engineering calculations, and other data which the Contractor is required to submit per the Contract Documents.
- **Change Order Assistance** – The Consultant shall design, review, and consult with the District on change orders to the Contract Documents.
- **Quality Control Monitoring and Site Visits** – The Consultant shall conduct periodic site visits for observational purposes during construction.
- **Start-Up Assistance and Standard Operation Procedures (SOPs)** – The Consultant shall assist the Contractor to perform system testing. Assistance will include mechanical, electrical and control system installation and related work. The Consultant shall also prepare Updated SOPs for the facility for Operations staff.

- **Schedule Review and Analysis** – The Consultant shall assist the District in reviewing the Contractor’s baseline schedule and subsequent updates and final schedule.
- **Operations and Maintenance (O&M) Manual Support** – The Consultant shall prepare and submit O&M manuals to the District.
- **Record Drawings** – At the completions of the project, the Consultant shall prepare and submit Final Record Drawings to the District in both PDF and Microstation format.

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EXHIBIT D
STANDARD CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
(Project Title)**

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

WITNESSETH

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

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

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

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

ARTICLE 1 - SCOPE OF WORK

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

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

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

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

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

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

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

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.
- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

- 5.1 DISTRICT designates (*District Project Manager's name*) as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between DISTRICT and CONSULTANT. CONSULTANT may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in the DISTRICT's representative, DISTRICT will notify CONSULTANT of the change in writing.
- 5.2 CONSULTANT designates (*Consultant Project Manager's name*) as its Project Manager, who shall have immediate responsibility for the performance of the work and

for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager. *(The following sentence is optional.)* CONSULTANT hereby commits an average of *(1 to 100)* percent of *(Consultant Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

7.5 Insurance Requirements

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

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance

requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

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

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

7.6 Workers Compensation Insurance

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

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

7.7 Commercial General Liability Insurance

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

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

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

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

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

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) cover(s) explosion, collapse and underground hazards.
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

7.8 Professional Liability Insurance

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

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

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of *Wastewater 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: _____
Eileen White,
Director of Wastewater

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

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

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

East Bay Municipal Utility District (Project Title)

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District (Project Title)

COMPENSATION

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

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

2.1 Direct Labor

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

2.2 Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

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

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

2.5 Professional Fee

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

2.6 Budget Amounts

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

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

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

2.7 Billing and Payment

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

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

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

EXHIBIT B-1

East Bay Municipal Utility District (Project Title)

COST DISTRIBUTION

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

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

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

II. Optional Services

Task 3:

Task 4:

Subtotal II.

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

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

* ODCs = Other Direct Costs.

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

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

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

EXHIBIT B-2

East Bay Municipal Utility District (Project Title)

LABOR DISTRIBUTION

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

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

EXHIBIT C

East Bay Municipal Utility District (Project Title)

CEP COMPLIANCE

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

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

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