

# EAST BAY MUNICIPAL UTILITY DISTRICT

## REQUEST FOR PROPOSAL (RFP)

for

**Landscape Architecture Design Services for  
Upper San Leandro Water Treatment Plant**

**RFP # 557-19-01**

**Contact Person:** Deborah Russell, Associate Civil Engineer

**Phone Number:** (510) 287-1529

**E-mail Address:** [deborah.russell@ebmud.com](mailto:deborah.russell@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 bidders are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

## RESPONSE DUE

by

**4:00 p.m.**

on

**March 15, 2019**

at

**EBMUD, Purchasing Division**

**375 Eleventh St. First Floor**

**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607

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

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February 6, 2019

Subject: Request for Proposal for Landscape Architecture Design Services related to the Upper San Leandro (USL) Water Treatment Plant (WTP) Reliability and Maintenance Improvements Project

Dear Consultant:

The East Bay Municipal Utility District (EBMUD; the District) cordially invites firms, or a combination of firms, to submit a proposal to provide landscape architecture design services to develop landscaping and irrigation designs at the Upper San Leandro (USL) Water Treatment Plant (WTP) located in Oakland, California. The product will be used in construction contract documents. Your proposal should be prepared in accordance with the following enclosures:

1. Request for Proposal
  - Exhibit A - Project Description
  - Exhibit B - Scope of Proposal and Schedule
  - Exhibit C - Proposal Format
  - Exhibit D - Proposal Evaluation Criteria
2. Standard Consultant Agreement

### **Proposal Deadline**

Proposing consultants are requested to mail or hand deliver their proposal to arrive no later than **4:00 p.m. on March 15, 2019** to:

By Mail:

EBMUD  
ATTN: Kelley K. Smith, Manager of  
Purchasing  
RE: RFP for Landscape Architecture Design  
Services  
P.O. Box 24055, MS 102  
Oakland, CA 94623-1055  
(Postmarks will not be accepted)

Hand Delivered/Fed Ex:

EBMUD  
ATTN: Kelley K. Smith, Manager of  
Purchasing  
RE: RFP for Landscape Architecture Design  
Services  
Purchasing Division  
375 Eleventh Street, First Floor  
Oakland, CA 94607-4240

Questions concerning this request should be directed to Deborah Russell, Associate Civil Engineer, at (510) 287-1529 or [deborah.russell@ebmud.com](mailto:deborah.russell@ebmud.com). Interested firms will be able to view and access the site during an Optional Site-Walk scheduled from 1:30 p.m. to 3:30 p.m. on Wednesday, February 20, 2019.

Sincerely,

**Signed by Deborah Russell, 2/6/19**

Deborah Russell  
Associate Civil Engineer, Water Treatment Plant Improvements

**LANDSCAPING IMPROVEMENTS FOR THE  
USL WTP RELIABILITY AND MAINTENANCE IMPROVEMENTS PROJECT  
PROFESSIONAL SERVICE SCOPE OF WORK**

**EXHIBIT A - PROJECT DESCRIPTION & BACKGROUND**

**Overview**

East Bay Municipal District (EBMUD; the District) is a publicly-owned utility formed under the Municipal Utility District Act (MUD Act). EBMUD has a seven-member Board of Directors, publicly elected from wards within EBMUD's service area. The Board and staff are committed to preserving the region's resources and setting industry standards for the way water and wastewater utilities conduct themselves. EBMUD is a customer-oriented and environmentally sensitive public agency.

EBMUD supplies water for parts of Alameda and Contra Costa Counties. EBMUD's water system serves approximately 1.4 million customers in a 325-square mile area extending from Crockett in the north, southward to Castro Valley, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley.

EBMUD operates six water treatment plants to provide drinking water to its West of Hills (WOH) and East of Hills (EOH) service areas: the Orinda, Sobrante, Upper San Leandro (USL), San Pablo, Walnut Creek, and Lafayette Water Treatment Plants (WTPs). The Orinda, Sobrante, and USL WTPs all serve the WOH service area and are operated during periods of high demand, while the San Pablo WTP is a mothballed facility only operated during planned outages of key facilities, that is currently being studied for permanent decommissioning.

The USL WTP was originally built in 1927 and serves portions of the Oakland, San Leandro, San Lorenzo, Piedmont, Hayward, and Castro Valley communities. USL WTP is a conventional plant with the following major process components: rapid mix, four-stage flocculation, sedimentation with lamella plate settlers, intermediate ozone, dual-media filters, a 3 million gallons (MG) capacity chlorine contact basin (CCB), a 6.6 million gallon (MG) clearwell, and washwater reclaim and solids handling systems.

The USL WTP capacity is permitted at 60 million gallons per day (MGD); however, significant plant limitations occur around 40 to 45 MGD due to constraints in the washwater reclaim and solids handling systems.

**Project Purpose**

The purpose of the USL WTP Maintenance and Reliability Improvements Project (Project) is to improve the USL WTP to remove capacity limitations, improve safety and reliability, improve facility outage reliability, increase drought preparedness and

flexibility, and improve security, in order to provide a reliable water supply that meets the demands of the District's service area.

## **Project Summary**

The USL WTP Maintenance and Reliability Project scope includes:

- Replacement of the raw water control valve inside existing raw water vault.
- Addition of a fifth stage of flocculation and replacement of flocculation baffles with perforated (flow-through) stainless steel baffles.
- Replacement of existing sedimentation basin Trac-Vac solids removal system with a Cable-Vac system.
- Improvements to the spent washwater reclaim system, including repurposing of existing washwater settling basins and solids detention basins into a spent washwater equalization basin, clarifiers, and solids equalization basin.
- Improvements to the solids thickening system, including the addition of a new gravity thickener.
- Complete removal and replacement of the existing CCB with a 2.5 MG circular prestressed concrete tank with geomembrane baffles.
- Replacement of clearwell roof with low-sloped aluminum roof.
- Replacement of the main plant switchgear.
- Other miscellaneous improvements.

## **Landscaping Plan Summary**

The project will be site planned to minimize impacts to existing vegetation, but will include removal of several trees to accommodate the new gravity thickener, polymer chemical station, spent washwater transfer/mixing pumping station, as well as paving and grading around these facilities. Approximately one quarter of the overall WTP footprint is anticipated to be impacted by the project improvements and will require the support of a landscape architect.

The Water Treatment and Transmission Improvements Program Mitigation, Monitoring and Reporting Plan (MMRP) adopted by EBMUD's Board of Directors in August 2005 includes requirements for the pruning of trees before construction, protection of trees during construction, replacement of trees that are removed as part of the project, and monitoring of new trees after the project is complete.

EBMUD's objectives are (1) to locate the replacement trees to improve the existing screening of the USL WTP facilities from the nearby street and residential properties and (2) to select tree species that match the character of the existing landscaping on the site and in the neighborhood.

## **Optional Site Walk**

Interested firms will be able to view and access the USL WTP site during an Optional Site-Walk scheduled from 1:30 p.m. to 3:30 p.m. on Wednesday, February 20, 2019.

## **EXHIBIT B - SCOPE OF WORK AND PROJECT SCHEDULE**

EBMUD wishes to engage the Consultant's creative and innovative capabilities in the successful completion of this important project. The overall scope of work is to develop landscape and irrigation construction plans and specifications for the USL WTP Reliability and Maintenance Improvements Project. The construction plans and specifications are scheduled to be completed by February 2020, to be followed by approximately two years of construction. Specific scope items include:

### **TASK 1 – DESIGN LANDSCAPING PLANS AND SPECIFICATIONS**

Consultant shall be responsible for preparing landscaping plans and specifications that address the requirements of the MMRP and EBMUD's landscape improvement objectives during the design phase of the project, and shall include the following:

- Tree survey
- Site tree protection and removal plan
- Planting plans and details
- Irrigation plans and details
- Technical specifications related to landscape architecture
- Design-level construction cost estimate of landscape architecture
- Participation in the District's 50 and 90 percent design review meetings
- Response to comments from the District on the 50 and 90 percent design submittals

The landscaping architect, with support from a certified arborist, shall develop the tree survey for the USL WTP to include identification of tree genus, diameter at breast height (DBH), and notes and recommendations on the health of the existing trees. The planting plan shall be developed to distinguish between native and non-native trees which require different replacement ratios by the Mitigation Monitoring and Reporting Plan (MMRP), and shall be designed in collaboration with the civil, mechanical, and electrical discipline drawings being prepared by the District. The planting plan shall meet the following EBMUD Planting Guidelines:

EBMUD Planting Guidelines:

- Any planting should use little or no water beyond an initial plant establishment period.
- Although any regionally-appropriate drought-tolerant plants may be used, California native plants are preferred. No wetland plants shall be used.
- Planting should require minimal to no maintenance.
- Planting should be fire-resistant.
- Planting should provide erosion control for all exposed soil areas.

- Provide 3-inches depth of organic mulch around all container plantings to minimize water loss from the soil and root zone. Hold mulch away from the trunk of plant 4-inches to prevent overwatering.
- No trees should grow to a height taller than 25-feet if they block views from neighbors' houses.
- Wherever possible, retain or make use of existing trees and plantings on the site that will not be removed during construction.
- Dead and dying trees shall be removed and will not be part of the landscape plan.

Drawings shall be submitted in electronic format; Microstation V8i is preferred or AutoCAD 2017. Specifications shall be submitted in electronic format (MS Word), and organized according to CSI MasterFormat 2004.

The construction cost estimate shall be prepared for landscape architecture items only and the range shall be -10 percent to +20 percent, including a 10 percent contingency. The construction cost estimate shall be in the District's standard format, divided by CSI Section (CSI 2004), with a breakdown of labor, equipment and material and a separate list of overhead and itemized markups.

In support of this work, the District will provide the Consultant with following:

- Accurate CAD-based topographic survey identifying the location of existing trees.
- Grading, layout, and construction plans and details.
- Civil, structural, mechanical, electrical and geotechnical engineering services.
- Markup of selected trees to be demolished, based on the construction plans.
- Comments on the 50 and 90 percent submittals.

#### Assumptions:

- Permitting and environmental studies or reports are not included.
- Additional submittals shall be considered additional services.
- Additional meetings shall be considered additional services.
- Specifications shall be based on standard District specifications.

#### Deliverables

- 50 percent design drawings and specifications (one full-sized electronic set [.DWG or .DGN]; one half-size electronic PDF set).
- Response to comments on the 50 percent design.
- 90 percent design drawings and specifications, incorporating EBMUD's comments on the 50 percent submittal (one full-sized electronic set [.DWG or .DGN]; one half-size electronic PDF set).
- Response to comments on the 90 percent design.
- Cost estimate based on the 90 percent landscape architecture drawings and specifications.

- 100 percent design drawings and specifications, incorporating EBMUD's comments on the 90 percent submittal (one full-sized electronic set [.DWG or .DGN]).

## **Task 2 – LANDSCAPE ARCHITECT SERVICES DURING CONSTRUCTION**

Consultant shall provide services during the bidding and construction phases, including assisting with bidding and the following construction support services:

- Submittal review.
- Respond to requests for information (RFIs) and questions (up to 5 RFIs).
- Pre-maintenance walk-through by landscape architect.
- Provide site construction review as requested during the construction phase.
- Final walk-through and punch list.

## **Task 3 – PROJECT MANAGEMENT**

Project management services and deliverables shall include biweekly conference calls or web-based meetings (one hour each) as needed with the District staff to review the progress of the project and maintain the schedule and budget. Consultant shall prepare conference call agendas ahead of time and document conference calls with concise meeting minutes.

Consultant shall submit monthly invoices and progress reports. Each progress report shall document the work performed during the invoicing period, budget spent, and budgeted work versus cost to complete. Consultant shall coordinate the services of any subconsultant staff to ensure consistency, accuracy and timeliness in work products.

### **Deliverables**

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

## **TASK 4 – OPTIONAL SERVICES**

Only at the District's request and with prior authorization in writing from the District, the Consultant may be required to complete the following optional services on a task-by-task basis:

- Additional design submittals
- Additional meetings
- Pruning of preserved trees during construction, by a certified arborist.



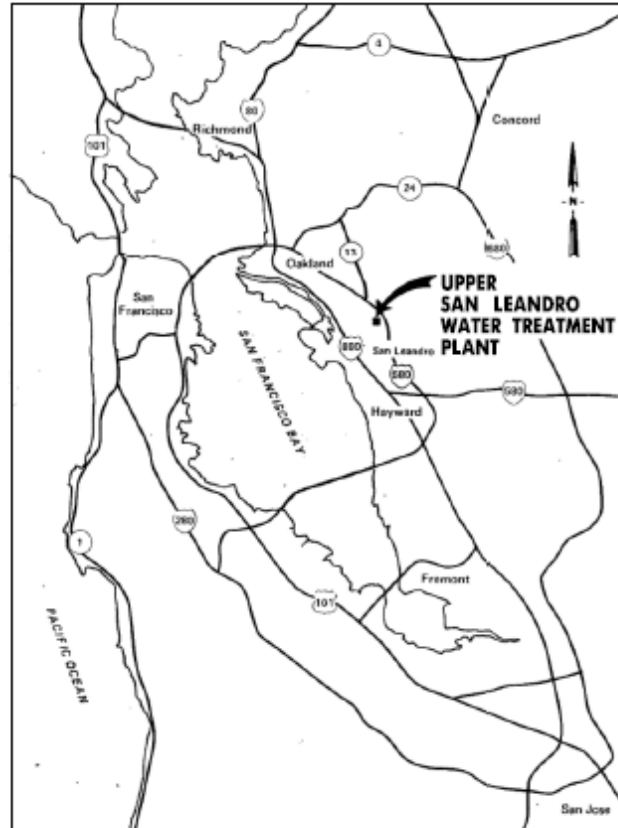
## PROJECT SCHEDULE

Milestone	Date
50 Percent Design Submittal	July 2019
90 Percent Design Submittal	December 2019
100 Percent Design Submittal	March 2020
Advertise Project	May 2020
Award Contract	July 2020
Contractor Notice-to-Proceed	September 2020

## SUMMARY AND SCHEDULE OF DELIVERABLES

MILESTONE	DESCRIPTION AND DELIVERABLES	CALENDAR DAYS
Notice to Proceed	-	-
Kickoff Meeting	<ul style="list-style-type: none"> <li>• Hold kickoff meeting at District Administration Building</li> <li>• One electronic copy of meeting agenda one business day prior to the meeting</li> </ul>	Within 7 calendar days of Notice to Proceed
Kickoff Meeting Minutes	<ul style="list-style-type: none"> <li>• One electronic copy of meeting minutes</li> </ul>	Within 7 calendar days after Kickoff Meeting
50 Percent Design Submittal	<ul style="list-style-type: none"> <li>• Submit 50 percent design</li> <li>• One electronic copy of drawings (Microstation V8i or AutoCAD 2017) and one half-sized PDF</li> <li>• One electronic copy of specifications (Microsoft Word)</li> </ul>	July 2019
50 Percent Design Meeting	<ul style="list-style-type: none"> <li>• Attend meeting at District Administration Building</li> </ul>	July 2019
90 Percent Design Submittal	<ul style="list-style-type: none"> <li>• Submit 90 percent design</li> <li>• One electronic copy of the drawings (Microstation V8i or AutoCAD 2017) and one half-sized PDF</li> <li>• One electronic copy of specifications (Microsoft Word)</li> <li>• One electronic copy of the cost estimate (Microsoft Excel)</li> <li>• One electronic copy of responses to the District's comments on 50 percent design (Microsoft Excel)</li> </ul>	December 2019

<b>MILESTONE</b>	<b>DESCRIPTION AND DELIVERABLES</b>	<b>CALENDAR DAYS</b>
100 Percent Design Submittal	<ul style="list-style-type: none"> <li>• One complete set of drawings in electronic format with electronic signatures (Microstation V8i or AutoCAD 2017)</li> <li>• One complete set of specifications in electronic format (Microsoft Word)</li> <li>• One electronic copy of responses to the District's comments on 90 percent design (Microsoft Excel)</li> </ul>	March 2020
Services During Bid Phase	<ul style="list-style-type: none"> <li>• Respond to question and issue clarifications covering the landscape construction documents during the construction bid phase</li> <li>• One electronic copy of Draft Addendum submittal, if applicable</li> <li>• One electronic copy of Final Addendum submittal, if applicable</li> </ul>	May through July 2020
Services During Construction	<ul style="list-style-type: none"> <li>• Review and respond to submittals and Requests for Information.</li> </ul>	September 2020 through 2023



VICINITY MAP

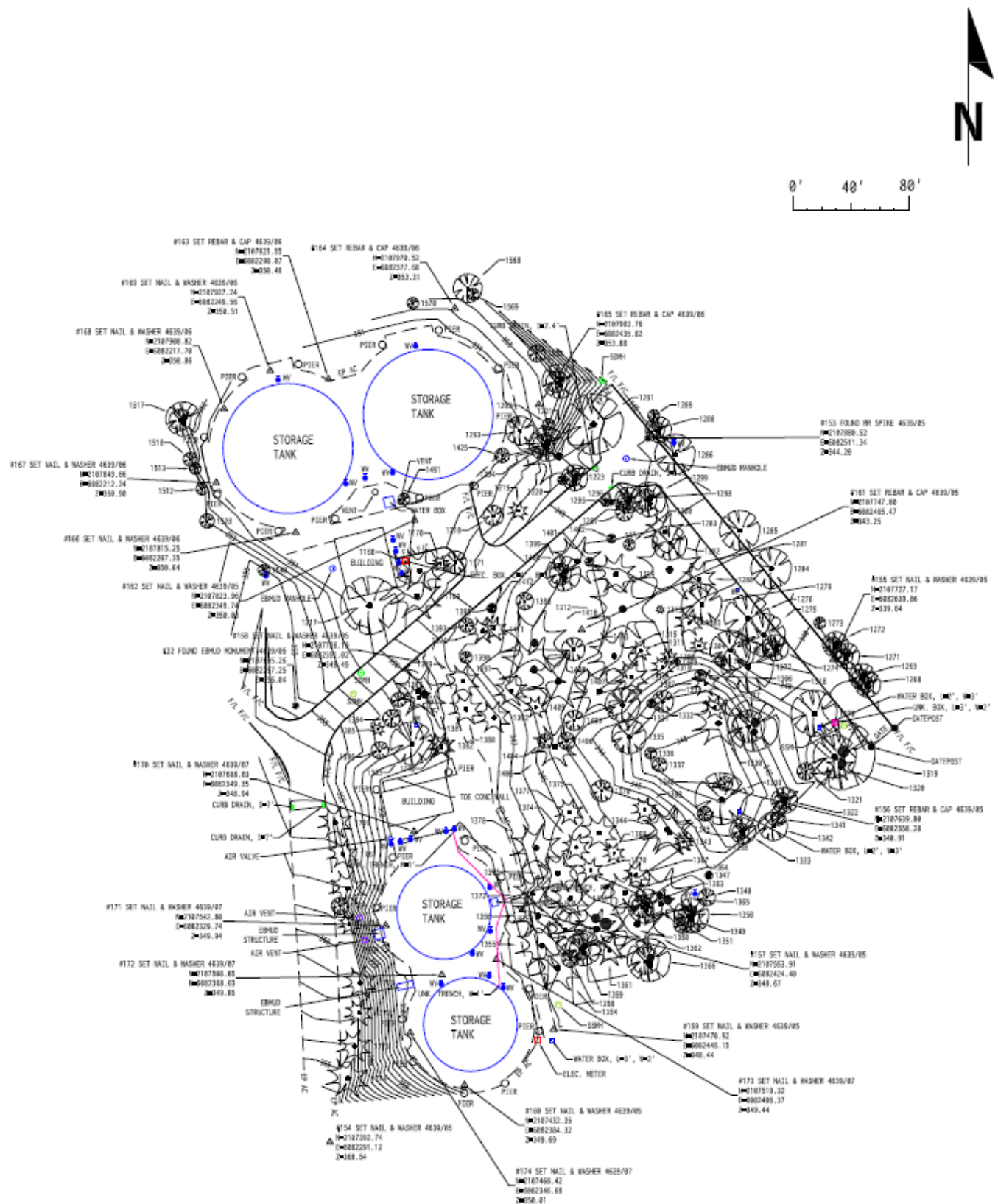


LOCATION MAP

Figure 1 – Vicinity and Location Maps of USL WTP



**Figure 2 – Aerial View of USL WTP Proposed Improvements**



# Attachment 1: Mitigation Monitoring and Reporting Plan for the WTTIP

Mitigation Monitoring and Reporting Plan

## MITIGATION MONITORING AND REPORTING PLAN FOR THE WTTIP (Continued)

Mitigation Measures	Responsibility for Implementation	Responsibility for Monitoring	Impact(s) Being Mitigated	Applicable Projects	Check Box (Date)	Check Box (Date)	Check Box (Date)
<b>Biological Resources</b>							
<p><b>Measure 3.6-1a:</b> For each project site (except for the Walnut Creek WTP and the Lafayette WTP under Alternative 2), EBMUD will prepare a map indicating the trees to be removed and retained (preserved). Prior to the start of any clearing, stockpiling, excavation, grading, compaction, paving, change in ground elevation, or construction, retained trees that are adjacent to or within project construction areas will be identified and clearly delineated by protective fencing (e.g., short post and plank walls), which will be installed at the dripline of each tree to hold back fill. The delineation markers will remain in place for the duration of all construction work. Where proposed development or other site work must encroach upon the dripline of a preserved tree, special construction techniques will be required to allow the roots of remaining trees within the project site to breathe and obtain water (examples include, but are not limited to, using hand equipment for trenching and/or allowing only one pass through a tree's dripline). Tree wells or other techniques may be used where advisable by a certified arborist.</p> <p>Excavation adjacent to any trees will be performed in a manner that causes only minimal root damage. The following will not occur within the dripline of any retained tree: parking; storage of vehicles, equipment, machinery, stockpiles of excavated soils, or construction materials; or dumping of oils or chemicals.</p>	EBMUD's certified arborist and construction contractor	EBMUD's biologist	Impact 3.6-1: Loss of or damage to protected trees.	LWTP Alt 1 OWTP Alt 1 OWTP Alt 2 SWTP USLWTP OLA ARDPP FHPPP FHR GPI HVPPP HRP LRWP LIPBV MR MRP SPP TPPP WPP			
<p><b>Measure 3.6-1b:</b> For each project site (except for the Walnut Creek WTP and the Lafayette WTP under Alternative 2), all pruning of preserved trees will be performed by a certified arborist. For each project site (except for the Walnut Creek WTP and the Lafayette WTP under Alternative 2), all pruning of preserved trees will be performed by a certified arborist. No more than 25 percent of a tree's canopy will be removed. Tree replacement will adhere to the following guidelines:</p> <ul style="list-style-type: none"> <li>▪ If any protected tree native to the local area, such as valley oak and coast live oak, is removed, the District will replace it on a 3:1 basis with native trees of the same species as those removed.</li> <li>▪ All non-native protected trees which are removed will be replaced at a 1:1 ratio with a non-invasive tree species.</li> <li>▪ Non-native trees removed from a natural environment will be replaced with a native species that occurs in the area.</li> <li>▪ Replacement trees will be planted on site where feasible. Where this is not feasible, trees will be planted at ecologically appropriate sites on EBMUD watershed lands.</li> <li>▪ In natural areas, when the trees removed are locally native and when the replacement planting will occur on site, a species replacement ratio reflecting the tree species composition of the site will be used.</li> <li>▪ In lieu of tree replacement the District would consider the establishment of permanent conservation easements on EBMUD watershed lands that support high quality oak woodlands. Oak woodland acreage lost through individual tree removal will be quantified prior to initiation of project construction activities and concurrent with the mapping activities to occur under Measure 3.6-1a.</li> </ul>	EBMUD and EBMUD's certified arborist	EBMUD		LWTP Alt 1 OWTP Alt 1 OWTP Alt 2 SWTP USLWTP OLA ARDPP FHPPP FHR GPI HVPPP HRP LRWP LIPBV MR MRP SPP TPPP WPP			

EBMUD WTTIP  
Mitigation Monitoring and Reporting Plan

8

ESA / 204369  
December 2000



# Attachment 1: Mitigation Monitoring and Reporting Plan for the WTTIP, cont.

Mitigation Monitoring and Reporting Plan

## MITIGATION MONITORING AND REPORTING PLAN FOR THE WTTIP (Continued)

Mitigation Measures	Responsibility for Implementation	Responsibility for Monitoring	Impact(s) Being Mitigated	Applicable Projects	Check Box (Date)	Check Box (Date)	Check Box (Date)
<b>Biological Resources (cont.)</b>							
Measure 3.6-1c: For each project site (except for the Walnut Creek WTP and the Lafayette WTP under Alternative 2), the contractor will be required to warrant tree health for one year after project completion and the District will guarantee the health of all trees to be preserved within and adjacent to the construction corridor of project-related pipeline and facility sites for two additional years, for a total of three years. The guarantee period for a tree will be five years if the District constructs or installs improvements or performs approved mechanical excavation within the dripline of any tree. The District will replace any tree that is to be retained but that dies as a result of project construction activities during the guarantee period with a tree of the same species. The replaced trees would be subject to the same monitoring protocols as those protected trees removed due to construction.	EBMUD	EBMUD		LWTP Alt 1 OWTP Alt 1 OWTP Alt 2 SWTP USLWTP OLA AROPP FHPPPI FHR GPI HVPPP HRP LRWP LIPBV MR MRP SPP TPPP WPP			
Measure 3.6-1d: For each project site (except for the Walnut Creek WTP and the Lafayette WTP under Alternative 2), the District will develop and implement a five-year tree monitoring program. Performance standards may include, but are not limited to: a 75 percent survival rate of tree plantings and the ability to be self-sustaining at the end of five years.	EBMUD's biologist	EBMUD's biologist		LWTP Alt 1 OWTP Alt 1 OWTP Alt 2 SWTP USLWTP OLA AROPP FHPPPI FHR GPI HVPPP HRP LRWP LIPBV MR MRP SPP TPPP WPP			
Measure 3.6-1e: The District will implement the Revised Highland Reservoir Alternative to reduce impacts to large-diameter, multi-stemmed oak trees. The alignments for the Highland Reservoir pipelines and Moraga Road Pipeline will be refined in the field, to the extent feasible and within hydraulic constraints, to avoid removal of protected trees. Refined alignments will be flagged in the field, then surveyed and mapped in accordance with Measure 3.6-1a. District Biologists will review pipeline alignments, supervise delineation of construction work areas, and monitor initial vegetation removal for construction activities within the Lafayette Reservoir Recreation Area. Where removal of protected trees cannot be avoided, trees will be replaced in accordance with Measure 3.6-1b.	EBMUD and EBMUD's construction contractor	EBMUD		HRP MRP			
Measure 3.6-2a: The District will avoid or minimize effects on streams and riparian habitat by confining construction activities to areas above or below the stream crossing, or by using jack-and-bore construction where feasible as determined by EBMUD and where no other sensitive habitat (e.g., stream, riparian habitat, or protected trees) or sensitive receptors would be affected by this construction technique.	EBMUD, EBMUD's biologist, and EBMUD's construction contractor	EBMUD's biologist	Impact 3.6-2: Degradation to streams, wetlands, and riparian habitats potentially subject to state and federal protection during construction.	LWTP Alt 1 OLA GPI HVPPP HRP LRWP MRP TPPP			

LWTP Alt 1 = Lafayette WTP Alternative 1  
LWTP Alt 2 = Lafayette WTP Alternative 2  
OWTP Alt 1 = Orinda WTP Alternative 1  
OWTP Alt 2 = Orinda WTP Alternative 2  
WCWTP = Walnut Creek WTP  
SWTP = Sobrato WTP

USLWTP = Upper San Leandro WTP  
OLA = Orinda-Lafayette Aqueduct  
AROPP = Ardieth Reservoir and Donald Pumping Plant  
FHPPPI = Fay Hill Pumping Plant and Pipeline Improvements  
FHR = Fay Hill Reservoir

GPI = Glen Pipeline Improvements  
HVPPP = Happy Valley Pumping Plant and Pipeline  
HRP = Highland Reservoir and Pipelines  
LRWP = Lafayette Reclaimed Water Pipeline  
LIPBV = Leland Isolation Pipeline and Bypass Valves

MR = Moraga Reservoir  
MRP = Moraga Road Pipeline  
SPP = Sunnyvale Pumping Plant  
TPPP = Tice Pumping Plant and Pipeline  
WPP = Withers Pumping Plant

EBMUD WTTIP  
Mitigation Monitoring and Reporting Plan

## EXHIBIT C - PROPOSAL FORMAT

A recommended format for the base proposal is as follows:

- Tab 1: Cover Letter (1 page)
- Tab 2: Qualification of Firm, describing firm's success on related projects (2-4 pages)
- Tab 3: Qualification Key Project Team personnel (2 pages)
- Tab 4: Approach to work, task outline, schedule (2 pages plus figures)
- Tab 5: Cost Proposal (1 page plus spreadsheet)
- Tab 6: Contract Equity Program Compliance

The proposal should address the following key issues:

- A. Tab 2: Demonstrate that your firm possesses expertise and successful experience on similar projects, as well as adequate resources. Landscape architecture experience should include consideration for water conservation efforts, low-maintenance, and visual aesthetics.
- B. Tab 3: Identify consultant and sub-consultant key personnel, including an Arborist. Include brief resumes of key personnel, who will actively participate, highlighting experience relevant to this project. Highlight relevant experience of sub-consultants, if any.
- C. Tab 4: Explain how your firm will develop plans and specifications that will meet the approval of EBMUD; describe the proposed approach. Provide a detailed work flow diagram and a schedule that identifies work products and deliverables associated with each activity. Include a separate task for project management.
- D. Tab 5: Include Level of Effort and Labor Rates for all personnel. In spreadsheet format, show estimated labor hours for each prime and sub consultant job classification for the entire proposed scope of work. Labor rates and level of effort need not be estimated for tasks designated as optional services. Show the actual salary rates for each of the job classifications used in the estimate.
- E. Tab 5 – Spreadsheet: On a separate document, identify direct labor and cost multipliers (overhead rate and professional fee) for both prime consultant and sub consultants, not to exceed 190 percent (overhead rate) and 10 percent (professional fee). Indicate sub consultant markups up to 5 percent. The prime consultant's markup of all sub consultant costs shall consist of a fixed percentage of those costs. No additional markup will be allowed for second or third tier sub consultants. Also, compounding of markups will not be allowed and no markup will be allowed on other direct expenses.
- F. Tab 6: Comply with EBMUD Contract Equity Program (CEP). Discuss how the proposed project team intends to comply with the requirements of EBMUD's CEP, as described in the guidelines, which are found at EBMUD's website



[http://www.ebmud.com/business\\_opportunities/contract\\_equity/guidelines](http://www.ebmud.com/business_opportunities/contract_equity/guidelines). Complete and submit all CEP forms.

## **EXHIBIT D - PROPOSAL EVALUATION CRITERIA**

### **Evaluation Criteria**

Consultant proposals will be evaluated and selected on how well the consultant understands and responds to EBMUD's project requirements as described generally in this Request for Proposal. Selection will be based on, but not limited to, the following

- Experience in developing landscaping design drawings, specifications and cost estimate.
- A clear and concise project approach which demonstrates a thorough understanding of the project, and contains well defined tasks and work flow for achieving the project's objectives.
- Project milestones and schedule.
- Cost proposal of consultant fees.
- Compliance with EBMUD's Contract Equity Program. Visit EBMUD's website for compliance requirements at [http://www.ebmud.com/business\\_opportunities/contract\\_equity](http://www.ebmud.com/business_opportunities/contract_equity).

Evaluations will be based on information provided in the proposal. The cost proposal of consultant fees provided will be the basis for the final contract negotiation with the selected firm.

*(Standard Consulting Agreement  
for Reference Only – Revised 7/10/18)*

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

*(Project Title)*

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

**WITNESSETH**

Whereas, DISTRICT requires consulting services to *(need for project)*; and such services are authorized by Purchase Order No. \_\_\_\_\_; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, staff expertise, and where necessary, the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT as follows:

1. Scope of Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.
2. Compensation. DISTRICT agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of \$(*dollars*). CONSULTANT certifies that the proposed rates reflect the payment of prevailing wage rates where applicable.
3. Commencement of Work. 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 specify which tasks and/or optional services of the Scope of Services described in Exhibit "A" are authorized with ceiling prices within the Agreement Ceiling in paragraph 2 above. No work shall commence until the Notice to Proceed is issued.
4. Billing and Payment. CONSULTANT shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were

performed and by whom. CONSULTANT shall also provide any information which will assist DISTRICT in performing any audit of the invoices. 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. DISTRICT will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

5. Termination. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.

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, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONSULTANT 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 and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same. Termination under this Paragraph 5 shall not relieve CONSULTANT of any warranty obligations or the obligations under Paragraphs 6 and 10.

6. Release of Information. 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.
7. Ownership of Materials Prepared. 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.
8. Designation of Consulting Personnel. CONSULTANT agrees that all services under this Agreement shall be performed under the direction of (*Consultant Project Manager's name*). Any change of personnel by CONSULTANT shall have DISTRICT approval.

DISTRICT contact throughout the period of this Agreement shall be (*District Project Manager's name*), Project Manager.

9. Independent Contractor and Professional Responsibility of Consultant.

a. 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. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT. CONSULTANT represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from its professional responsibility for the work performed.

b. 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.

c. 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.

d. 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.

10. Indemnification

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

**(OR if contract is NOT with a design professional (engineers, architects, landscape architects, land surveyors or their firms) USE THIS PARAGRAPH 10 INSTEAD:**

10. Indemnification

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

11. Insurance. CONSULTANT 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 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 approved by DISTRICT. (*see*

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

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

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

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

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

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.

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 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 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.

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

12. Time of the Essence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

13. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD  
P. O. Box 24055  
Oakland, CA 94623  
Attn: (*Contact Person*)

(*Consultant's Name*)  
(*Address*)  
Attn: (*Contact Person*)

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

14. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.
15. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
16. No Waiver. 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.
17. No Discrimination. 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.

18. Conflict of Interest. 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.
19. Term. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

*(NOTE: do not have a page break leaving signatures by themselves)*

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**

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

Approved As To Form

By: \_\_\_\_\_  
for the Office of the General Counsel  
(Proc. 451 requires legal review and approval of contracts under \$80,000 that do not conform to standard consulting agreement; otherwise, signature block may be deleted.)

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

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

## **EXHIBIT A**

### **East Bay Municipal Utility District**

*(Project Title)*

#### **SCOPE OF SERVICES**

##### **I. CONSULTANT SERVICES**

CONSULTANT shall provide the following:

Contracted Services

*(State each task with associated task number)*

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

##### A. Hourly Rates

Project Manager	\$(dollars)
Project Engineer	\$(dollars)
CAD Operator (Drafting)	\$(dollars)
Clerical	\$(dollars)

These hourly rates include salary, overhead and profit. Unless expressly agreed in writing prior to expenses being incurred, the DISTRICT will not reimburse the CONSULTANT for the following types of costs and expenses, which shall be considered part of the CONSULTANT's overhead included in the hourly billing rates:

- 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 or overnight 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.

- B. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. *(Optional Insert – include this paragraph B and the following paragraphs 1-14 if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*
1. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
  2. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
  3. Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at [www.dir.ca.gov](http://www.dir.ca.gov).
  4. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
  5. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
  6. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him.

The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.

7. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.
8. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
9. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
10. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

11. Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
12. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
13. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
14. In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
15. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

**REQUEST FOR PROPOSAL**  
**CONTRACT EQUITY PROGRAM & EQUAL**  
**EMPLOYMENT OPPORTUNITY**

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

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

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

All Contractors shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

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

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

**[Contract Equity Program Guidelines and Forms](#)**

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

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

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