

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP)

for

Consulting Services for Groundwater and Wastewater Analysis

Contact Person: Deirdre Mena, Senior EHS

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For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective 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

April 5, 2019

at

EBMUD, Purchasing Division

375 Eleventh St., First Floor

Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Consulting Services for Groundwater and Wastewater Analysis

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I. STATEMENT OF WORK

A. SCOPE

The East Bay Municipal Utility District (District) is a publicly owned utility formed under the Municipal Utility District Act established in 1921. The District provides drinking water service to approximately 1.4 million customers within Alameda and Contra Costa Counties, in addition to providing wastewater treatment to about 685,000 of its Alameda County customers.

It is the intent of these specifications, terms, and conditions to describe the consulting services required to support the District with its groundwater monitoring and reporting requirements issued by the Central Valley Regional Water Quality Control Board (CVRWQCB) and the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB).

The District intends to award a contract for one year with an annual option to renew for a one-year term, up to a maximum of five years. The following includes a description of the scope of services:

Task A – Upcountry Facilities

The District owns and operates two reservoirs located in the Sierra foothills. Pardee Reservoir is the primary source for the District's drinking water supply. Camanche Reservoir operates as a flood control lake for Pardee Reservoir's surplus water, in addition to a local drinking water supply source.

Both reservoirs are utilized as local recreation areas. Camanche North Shore Recreation Area (CANS) and Pardee Reservoir Recreation Area (PARA) are located in Amador County. Camanche South Shore Recreation Area (CASS) is located in Calaveras County, where the District's administration headquarters, Pardee Center (PACT), is also located.

The District provides water and wastewater service to the three recreation areas and Pardee Center. The four wastewater treatment plants are regulated either through a general or site specific order (Order) issued by the CVRWQCB. Each Order includes prescribed monitoring for the wastewater treatment plant's underlying groundwater aquifer.

The following table summarizes each site's groundwater requirements.

Facility	No. Sample Locations	No. Parameters	Sampling Frequency	Reporting Frequency
CANS	9 wells	6	Semi-Annual	Semi-Annual
		12	Annual	
CASS	7 wells	6	Semi-Annual	Semi-Annual
		12	Annual	
	2 fish ponds	4	Semi-Annual	
PACT	3 wells	4	Semi-Annual	Semi-Annual
		7	Annual	
PARA	3 wells	9	Semi-Annual	Semi-Annual
		20	Annual	

Figure 1 shows Camanche Reservoir and Pardee Reservoir with the location of the four wastewater treatment plants, denoted hereafter as “Pardee WWTPs.”

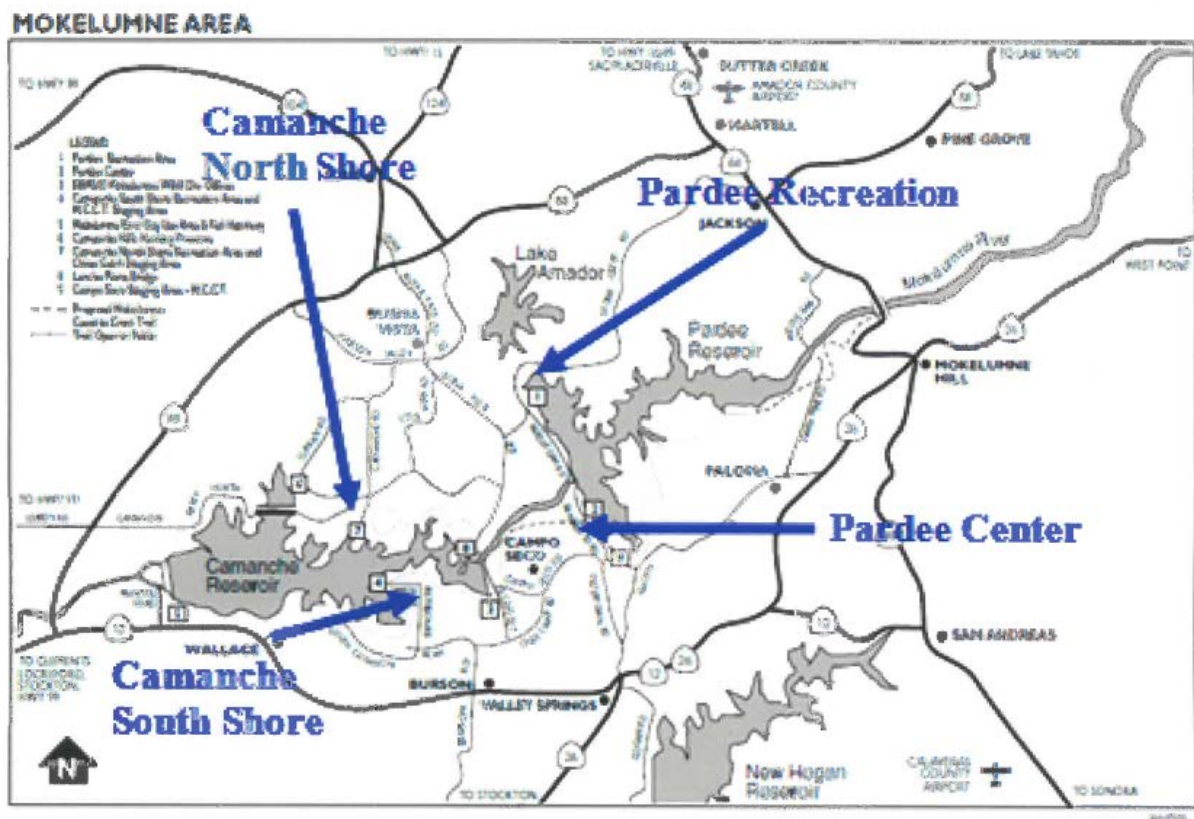


Figure 1 – Map of Pardee Facilities

Task B – East Bay Facility

More locally, in Alameda County, the District owns and operates an aquifer storage and recovery (ASR) project (Bayside), regulated under a site specific order (Bayside Order) issued through the SFRWQCB. Figure 2 includes a map of the Bayside facility.

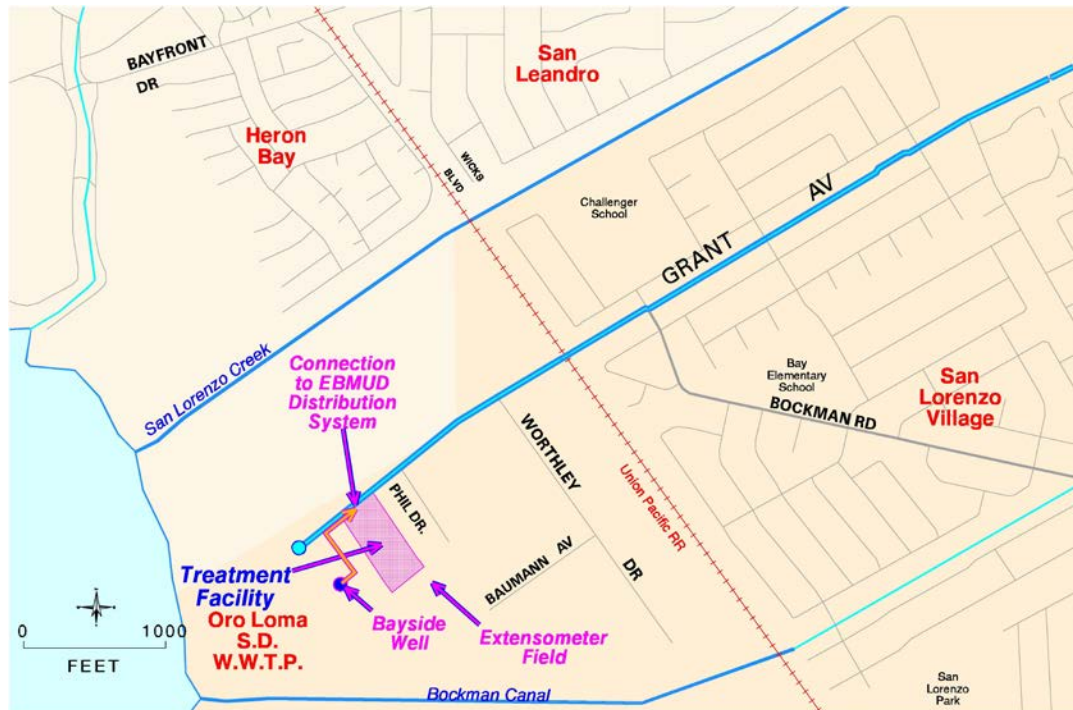


Figure 2 Map of Bayside Facility

Task C - Optional

The consultant may be requested to conduct technical studies for Bayside or Pardee WWTPs as required by the CVRWQCB and the SFRWQCB. Example studies include: site's compliance with the State Water Resources Control Board's anti-degradation policy and basin plan water quality objectives, salt nutrient management plans, use attainability analysis, alternative treatment technologies for small dischargers, and/or Best Practical Treatment and Control evaluation of wastewater discharge to land. There are no pending current technical studies.

The consultant may also be requested to perform a stable isotope analysis using available deuterium (^2H) and oxygen-18 (^{18}O) data to assess the extent of the injected water at Bayside. This study is only necessary when water is injected into the Aquifer Storage Zone and has only been conducted once since 2007.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing consulting services for

regulatory groundwater and wastewater analysis for at least five years in the San Francisco East Bay and the Central Valley Region.

- An understanding of State Water Resources Control Board (SWRCB) policies on groundwater Anti-degradation Policy, General Order for Small Dischargers, Recycled Water Policy, and Basin Water Quality Control Plans.
- Hydrogeological project experience and knowledge of ambient groundwater and surface water systems in the Central Valley and San Francisco Bay geographic areas.
- Expertize in current groundwater technologies and scientific studies, including discharge of treated wastewater to land and ASR projects.
- Experience in negotiations with the respective Regional Board's Land Discharge Permitting Unit and Compliance and Enforcement Unit.
- Planning and implementation of recycled water projects and other sustainable treatment strategies related to Best Practical Treatment and Control evaluations.
- Possession of all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

A successful proposer will demonstrate the ability to:

- Compile comprehensive and complex surface water and groundwater quality data.
- Apply appropriate statistical analyses for historical and current surface water and groundwater data.
- Review analytical and field data quality control.
- Coordinate with District staff, including sampling technicians, laboratory personnel, and facility manager(s).
- Draft required regulatory reports for submittal to CVRWQCB and SFBWQCB.

C. SPECIFIC REQUIREMENTS

Pardee Scope of Services

The Pardee Waste Discharge Requirements Orders (Pardee Orders) include a groundwater monitoring and reporting program (MRP). Each wastewater treatment plant has a site-specific number of background and compliance monitoring wells.

The following table depicts the total number of wells for each facility, the respective number of required parameters to be measured, in addition to the regulatory reporting frequency.

Facility	*No. Sample Locations	No. Parameters	Sampling Frequency	Reporting Frequency
CANS	9 wells	6	Semi-Annual	Semi-Annual
		12	Annual	
CASS	7 wells	6	Semi-Annual	Semi-Annual
		12	Annual	
	2 fish ponds	4	Semi-Annual	
PACT	3 wells	4	Semi-Annual	Semi-Annual
		7	Annual	
PARA	3 wells	9	Semi-Annual	Semi-Annual

*workplan on-file with CVRWQCB to install three new wells at CANS; potential for a new well at CASS

The District collects the required groundwater and surface water samples, in addition to completing field logsheets (e.g., conductivity, elevation, pH, and temperature readings) per the prescribed Pardee MRP. The samples are analyzed at the District's State-certified laboratory (Lab).

Analytical reports, field logsheets, and chain-of-custodies are provided to the consultant through electronic mail in Microsoft Office Excel (analytical data only) and Adobe Acrobat format. Historical data, statistical databases, Microsoft Office Excel spreadsheets, Microsoft Office Word files, Computer-Aided Design and Drafting and/or Adobe Acrobat graphical figures, maps, and reports are provided in electronic formats or hard copy.

The consultant's scope of services includes:

- Manage all data in Microsoft Office Excel. Background Groundwater Quality Work Plans were submitted in 2003 and the data has been used as comparison to downgradient monitoring.

- Evaluate the measured sample concentrations of District-collected groundwater and surface water samples for each Pardee facility, by preparing figures, graphs, tables, and statistical comparisons.
- Apply appropriate statistical analyses to compare compliance monitoring well data with respective calculated background limitations (based on background well's measured values) and interim groundwater limitations based on applicable Sacramento/San Joaquin Basin Plan water quality objectives. Basic statistical analyses, including currently used Mann-Kendall trend test and Wilcoxon Rank Sum test.
- Update the established semi-annual report for each Pardee facility, presenting current groundwater elevations, contour maps, figures, and monitoring data in tabular and graphical format.

The report shall be clear and concise, providing conclusions and recommendations based on the comparative and statistical results of the current measured values and historical trend analysis.

The report shall be in the format prescribed by the respective MRP.

- Allow time and materials to understand the background of each facility's operational history as related to potential groundwater impacts, including, but not limited to, coordination with the incumbent consultant and limited site visits to observe sample collection by District staff.
- Provide the District with a draft semi-annual report in electronic format for each Pardee facility at least two weeks before the regulatory due date. The District will provide review comments within one week of receipt of the draft report.
- Provide finalized, stamped report with incorporated District comments one week prior to the required regulatory due date. The report shall be in Adobe Acrobat format (in color), which has been electronically converted from the master document capable of key word searches.

In accordance with the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared under the direct supervision of a licensed professional geologist, certified specialty geologist such as a hydrogeologist, or registered professional engineer (civil or engineering geologist). The supervising licensed, certified, and/or registered professional shall stamp all final regulatory reports.

- At the end of the contract, relinquish all electronic and hard copy versions of District documents pertaining to the contract, including databases, drawings, figures, reports, studies, and supporting documents.

Bayside Scope of Services

The District collects the required groundwater and surface water samples, in addition to completing field logsheets (e.g., conductivity, elevation, pH, and temperature readings) per the prescribed MRP. The samples are analyzed at the District's State-certified laboratory (Lab).

Analytical reports, field logsheets, and chain-of-custodies are provided to the consultant through electronic mail in Microsoft Office Excel (analytical data only) and Adobe Acrobat format. Historical data, statistical databases, Microsoft Office Excel spreadsheets, Microsoft Office Word files, Computer-Aided Design and Drafting and/or Adobe Acrobat graphical figures, maps, and reports are provided in electronic formats or hard copy.

The consultant's annual scope of services includes:

- Evaluate analytical results for approximately 34 monitored parameters from five identified monitoring wells. Prepare respective necessary tables and figures.

The District shall provide analytical reports and respective chain-of-custodies in electronic format, Microsoft Office Excel (analytical data only) and Adobe Acrobat.

- Calculate horizontal and vertical groundwater directions and gradients. Prepare respective groundwater elevation contour maps based on calculated data in AutoCAD, ArcGIS, or GIS format.
- Graph annual groundwater level trend at 13 identified wells, with District-provided (in electronic format) groundwater level data, collected at 30-minute intervals from transducers installed in the wells.

The District shall provide historical analytical data in Microsoft Office Excel spreadsheets, Microsoft Office Word files, drawings, figures, maps, and reports in electronic formats, including Adobe Acrobat.

- Prepare regulatory annual report, presenting all groundwater elevation data, contour maps, figures, and monitoring results in tabular and graphical forms as necessary. The report shall be clear and concise, providing conclusions, explanations for data deficiencies and/or limitation exceedances, and recommendations for future actions. The report format shall be in accordance with the Order's WDRs.
- Provide the District with a draft annual report in Microsoft Office Word electronic format at least three weeks before the regulatory due date.

- The District will provide review comments within one week of receipt of the draft report.
- Provide finalized, stamped report with incorporated District comments one week prior to the required regulatory due date. The report shall be in Adobe Acrobat format (in color), which has been electronically converted from the master document capable of key word searches.

In accordance with the California Business and Professions Code Sections 6735, 7835, and 7835.1, all annual reports shall be prepared under the direct supervision of a licensed professional geologist, certified specialty geologist such as a hydrogeologist, or registered professional engineer (civil or engineering geologist). The supervising licensed, certified, and/or registered professional shall stamp all final regulatory reports.

Upon completion of the contract, all electronic files of databases, reports, and figures and hard copies of drawings, figures, or other supporting documents or studies associated with this work shall be submitted to the District.

D. DELIVERABLES / REPORTS

A total of eight Pardee WWTP semi-annual reports and one annual Bayside report are required to be completed for each calendar year. The following table summarizes the regulatory due dates. The contract shall be on the District's fiscal year (July through June), so contract year 2019 and 2023 will require four and five reports respectively.

	2019	2020	2021	2022	2023
CANS	October 1	May 1	May 1	May 1	May 1
		October 1	October 1	October 1	
CASS	August 1	February 1	February 1	February 1	February 1
		August 1	August 1	August 1	
PACT	September 1	March 1	March 1	March 1	March 1
		September 1	September 1	September 1	
PARA	August 1	February 1	February 1	February 1	February 1
		August 1	August 1	August 1	
Bayside	-	March 1	March 1	March 1	March 1

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	March 15, 2019
Response Due	April 5, 2019 by 4:00 p.m.
Interviews Conducted	April 19, 2019
Anticipated Contract Start Date	July 1, 2019

Note: All dates are subject to change.

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

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

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the RFP response:</p> <ol style="list-style-type: none"> 1. <u>Previous Experience</u>: The Proposer's (including key staff) experience and performance with a comparable scope of services will be evaluated. Criteria include, but are not limited to: <ul style="list-style-type: none"> • Proficiency in routine regulatory groundwater and wastewater analysis for the San Francisco East Bay and the Central Valley Region • Knowledgeable in the SWRCB's policies on groundwater Anti-degradation Policy, General Order for Small Dischargers, Recycled Water Policy, and Basin Water Quality Control Plans • Hold hydrogeological project experience and knowledge of ambient groundwater and surface water systems in the Central Valley and San Francisco Bay geographic areas • Expertize in current groundwater technologies and scientific

	<p>studies, including discharge of treated wastewater to land and ASR projects</p> <ul style="list-style-type: none"> • Experience in negotiations with the respective Regional Board's Land Discharge Permitting Unit and Compliance and Enforcement Unit. • Expertize in planning and implementation of recycled water projects and other sustainable treatment strategies related to Best Practical Treatment and Control evaluations. • Proficient in drafting clear, concise regulatory groundwater reports, including: <ul style="list-style-type: none"> ○ Summary of comprehensive and complex surface water and groundwater quality data ○ Analysis of said data with respective historical data using appropriate statistical analyses ○ Groundwater elevation contour maps ○ Conclusions on findings for reporting period
B.	<p>Cost: Provide cost estimate for completion of Tasks A through C, including:</p> <ul style="list-style-type: none"> • time and materials, fully loaded hourly rates, raw labor costs, applicable labor multiplier, subcontractor's fees, and other direct costs • level of effort assumed to complete specific work tasks, including reasonable number of meetings with District, Regional Boards and site visits
C.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés 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?
D.	<p>References (See Exhibit A – RFP Response Packet): The Proposer's list of references for successfully completed and/or ongoing projects similar to those described in the scope of services will be contacted</p>

	to verify reliability and quality of work performed.
E.	<p>Oral Presentation and Interview:</p> <p>Following the review of all submitted proposals, the District will invite the most suitable Proposers to a formal oral interview. Identified Proposers will receive a notification with their assigned timeslot and a copy of the District's established interview guidelines.</p> <p>The intent of the oral interview is to evaluate the Proposer's key staff members' ability to demonstrate a clear understanding of the scope of services and respective regulatory requirements, in addition to exhibiting sound communication skills and ability to work effectively as a team.</p> <p>The Proposer is allowed 20 minutes to present their proposal, followed by a 25-minute interview period.</p>
F.	<p>Understanding of the Project:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 3. Has the Proposer demonstrated that it understands the District's time schedule and can meet it?
G.	<p>Contract Equity Program:</p> <p>Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

C. PRICING

Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

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 of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. PROTESTS

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, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and

physical address of the 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 bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five business days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

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

E. 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 General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description, itemized services description, work performed under specific task, and justification if non-regular hour labor fees are included.

4. The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. LIQUIDATED DAMAGES

In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Deirdre Mena, Senior EHS
EBMUD-Environmental Compliance Section, Regulatory Compliance Office
E-Mail: deirdre.mena@ebmud.com
PHONE: (510) 287-1559

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Deirdre Mena, Senior EHS
EBMUD-Environmental Compliance Section, Regulatory Compliance Office
E-Mail: deirdre.mena@ebmud.com
PHONE: (510) 287-1559

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after

that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley Smith, Manager of Purchasing
East Bay Municipal Utility District
Consulting Services for Groundwater and Wastewater Analysis
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
Consulting Services for Groundwater and Wastewater Analysis
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy of 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 shall also include two (2) additional exact copies of the signed original.

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

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.

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

C. RESPONSE FORMAT

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



EXHIBIT A

RFP RESPONSE PACKET

RFP for

Consulting Services for Groundwater and Wastewater Analysis

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, TWO COPIES, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD 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.
- BIDDERS 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 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

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

- ☐ Proposer is not an SBE 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_____



PROPOSAL FORM

Provide the proposed billing rates for professional, technical, and support staff relevant to completing the scope of services. Specify overhead rate and profit as a percentage of direct labor costs. Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

For optional Task C, assume the scope of services is to draft a *Background Groundwater Quality Study Report* with the following requirements:

- Present a narrative, tabular, and graphical summary of monitoring data, including total coliform, pH, total dissolved solids, nitrogen as n, total kjeldahl nitrogen, total hardness, alkalinity series, and standard minerals (total of eight minerals)
- Calculate the background groundwater quality in the background monitoring well for each listed constituent
- Compare the background groundwater quality to the constituent concentrations measured in each of the five compliance wells
- Compare the interim numeric groundwater limitations from EBMUD's permit to the constituent concentrations measured in each of the five compliance wells
- Recommend the final groundwater limitations where background concentrations for specific constituents are statistically greater than the interim groundwater limitations



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 three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits
3. **Project Approach for Scope of Services:** RFP response shall include a narrative on the Proposer’s approach to complete the scope of services within the required timeline. The narrative shall include a summary statement on the Proposer’s implemented Quality Assurance/Quality Control Program certifying that the generated reports comply with all regulatory requirements.
4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
5. **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.
- (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.

6. **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.**

7. **Contract Equity Program:**

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



REFERENCES

RFP for - Consulting Services for Groundwater and Wastewater Analysis

Proposer Name: _____

Proposer must provide a minimum of three references

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for - Consulting Services for Groundwater and Wastewater Analysis

Proposer Name: _____

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Program Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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.

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.

D. Commercial General Liability Insurance

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

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

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

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

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

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

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

EXHIBIT C
SAMPLE CONSULTING AGREEMENT
FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
Groundwater and Wastewater Consulting Services

THIS Agreement is made and entered into this ___ day of _____, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and _____, hereinafter called "CONSULTANT."

WITNESSETH

WHEREAS, DISTRICT requires consulting services for evaluating groundwater monitoring data, tabulating results, preparing and certifying reports, and providing other technical services for special studies, as requested, at DISTRICT wastewater facilities at Camanche and Pardee and the Bayside Aquifer Storage and Recovery Project area; and

WHEREAS, DISTRICT has completed associated groundwater and wastewater sampling and laboratory analysis and prepared environmental sample data reports; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for preparing and certifying associated reports for the Wastewater Treatment Plants in Amador and Calaveras counties and the Bayside Project in Alameda County for the Groundwater and Wastewater Consulting Services and CONSULTANT represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner; and

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

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT 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 hydrogeology and engineering professions consistent with the California Business and Professions Code and that CONSULTANT is the licensed professional geologist or 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 \$_____, plus a Professional Fee (prorata dollar profit). The Professional Fee shall be subject to a Professional Fee Ceiling of \$_____ (% of indirect and direct labor). Total compensation under the Agreement shall not exceed a Maximum Agreement Ceiling of \$_____. 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 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 OR DISCONTINUE WORK

- 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 a portion of 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. The initial Notice to Proceed will be issued as promptly as practicable after the effective date of this Agreement, and will authorize no more than that portion of the scope of work to be completed in the first eighteen months of the contract, July 1, 2019 through December 31, 2020. On or before November 30 of 2020 and November 30 of each successive year of this Agreement, the DISTRICT will issue a notice to CONSULTANT either authorizing CONSULTANT to perform the work to be completed in the following year or notifying CONSULTANT that DISTRICT forces will perform the work for the next calendar year. CONSULTANT agrees that notification to CONSULTANT that a portion of the work described in Exhibit A will be performed by DISTRICT forces is not cause to terminate this Agreement. CONSULTANT further agrees that so long as notification is received no later than November 30 of the year proceeding the year in which the work is to be completed, CONSULTANT is not authorized to proceed with that work and is entitled to no payment for any costs or expenses incurred performing that work.
- 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 _____ 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 _____ as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant, if any subconsultants are identified during the term of this contract. 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, 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. Regarding professional liability claims, the above-described duty to defend is not immediate and shall be satisfied at the time of any settlement of judgment as to CONSULTANT's professional liability.

7.2 Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT. Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

7.3 Workers Compensation Insurance

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

7.4 Commercial General Liability Insurance

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

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

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

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

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

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.

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

7.5 Professional Liability Insurance

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

ARTICLE 8 - NOTICES

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

CONSULTANT
Postal Service Address
Attention: Contract 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:

East Bay Municipal Utility District
P.O. Box 24055, MS 704
Oakland, CA 94623-1055
Attention: Contract Manager

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), 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, 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 approved, assigned tasks have been completed and final payment has been made by DISTRICT, or in any event, no later than _____.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
_____, Director of Operations and Maintenance

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

CONSULTANT

By: _____
_____, Consultant, Title

Date _____

EXHIBIT A

East Bay Municipal Utility District Groundwater and Wastewater Consulting Services At Wastewater Treatment Plants in Amador and Calaveras Counties And Bayside Aquifer Storage and Recovery Project

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following contract services:

Task A. Groundwater and Surface Water Monitoring Data Evaluation and Reporting – Pardee Section Facilities

Evaluate water sample results by preparing necessary tables, figures, graphs, and statistical comparisons at four wastewater treatment plants, Camanche North Shore (CANS), Camanche South Shore (CASS), Pardee Recreation (PARA), and Pardee Center (PACT) on a semi-annual basis. Apply appropriate and relevant statistical tests to compare facility monitoring well results to interim groundwater limits and calculated background limits. Orientation may include coordination with the incumbent contractor and the DISTRICT's contract laboratory, observation of DISTRICT sampling personnel, and one day of site visits, if necessary.

Laboratory data package reports will be provided by the DISTRICT in electronic format (MS Office Excel flat files and Adobe Acrobat) and the field data reports (pH, temperature, conductivity, elevation, etc.) and chain of custody forms by facsimile and email. Previous historical results, statistical data bases, MS Office Excel spread sheets, MS Office Word files, CADD or Adobe Acrobat graphical figures, maps, and reports will be provided in hard copy and electronic formats. DISTRICT will also provide current permits and Monitoring and Reporting Programs for all four facilities.

Following receipt of the laboratory analytical reports and field log sheets, CONSULTANT shall update previous written reports, presenting all groundwater elevation, groundwater gradient and direction, contour maps, figures, and monitoring results in a tabular and graphical form as necessary. The report shall be clear, concise, and provide conclusions and recommendations regarding the comparative and statistical results of the current semi-annual sample event and historical trend analysis. The report will be in a format that has been acceptable to Central Valley Regional Water Quality Control Board (CVRWQCB) staff as outlined in the individual Waste Discharge Requirements (WDRs). All data are managed in MS Office Excel. The reports shall be consistent in format and content to reports previously submitted to the CVRWQCB.

The semi-annual reports are due to the CVRWQCB on the dates listed in Table 1 under Section II. Project Schedule. One electronic draft report shall be provided to the DISTRICT within three weeks before the regulatory due date. DISTRICT shall provide review comments to

CONSULTANT within one week after receipt of the draft report. CONSULTANT shall address the DISTRICT's comments on the final report. Within one week in advance of the regulatory reporting deadline, CONSULTANT shall provide the final report in Adobe Acrobat format (in color), which has been electronically converted from the master document capable of key word searching. Upon request, CONSULTANT shall provide one (1) bound hard copy with the data tables in MS Excel on a CD.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared under the direct supervision of a licensed professional geologist, or certified specialty geologist (e.g. hydrogeologist), or registered professional engineer (civil or engineering geologist) and shall stamp all final reports submitted to the CVRWQCB.

Upon completion of the contract, all electronic files of databases, reports, and figures and hard copies of drawings, figures, or other supporting documents or studies provided by the DISTRICT shall be submitted to the DISTRICT at no additional cost.

Task B. Groundwater Monitoring Data Evaluation and Report Preparation – Bayside Project

CONSULTANT shall evaluate water sample results from five monitoring wells and prepare necessary tables and figures for approximately 34 parameters on an annual basis. Calculate horizontal and vertical groundwater directions and gradients and prepare groundwater elevation contour maps. Graph annual groundwater level trend at 13 wells, with groundwater level data collected at 30-minute intervals from transducers installed in the wells. Orientation may include coordination with the DISTRICT's contract laboratory, observation of DISTRICT sampling procedures, and one day of site visits.

The groundwater level data will be downloaded and provided by the DISTRICT in electronic format. DISTRICT shall also provide laboratory reports for groundwater quality in electronic format (MS Office Excel flat files and Adobe Acrobat) along with chain of custody forms. Previous historical results, MS Office Excel spread sheets, MS Office Word files, figures, maps, and reports will be provided in hard copy and electronic formats.

CONSULTANT shall prepare an annual report to present all groundwater elevation data, contour maps, figures, and monitoring results in tabular and graphical forms as necessary. The report shall be clear, concise, and provide conclusions and explanations for data deficiencies and/or limit exceedances and recommendations for future actions. The report shall be consistent in format to reports previously submitted to the San Francisco RWQCB (SFRWQCB).

The annual report is due to the SFRWQCB by March 1 of each year. One electronic draft report in Microsoft Word format shall be provided to the DISTRICT within three weeks before the regulatory due date. DISTRICT will provide review comments to consultant within one week after receipt of a draft report. The CONSULTANT shall address the DISTRICT's comments in the final report. Within one week in advance of the regulatory reporting deadline, CONSULTANT shall provide the final report in Adobe Acrobat format (in color), which has been electronically converted from the master document capable of key word searching. Upon

request, CONSULTANT shall provide one (1) bound hard copy with the data tables in MS Excel on a CD.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared under the direct supervision of a licensed professional geologist, or certified specialty geologist (e.g. hydrogeologist), or registered professional engineer (civil or engineering geologist) and shall stamp all final reports submitted to the SF-RWQCB.

Upon completion of the contract, all electronic files of databases, reports, and figures and hard copies of drawings, figures, or other supporting documents or studies associated with this work shall be submitted to the DISTRICT, at no additional cost.

Task C. As-Needed Technical Studies (OPTIONAL)

CONSULTANT may be requested to conduct technical special studies at wastewater treatment plants, as required by the CVRWQCB. These may include, but not limited to, compliance with the Anti-degradation Policy, Basin Plan water quality objectives, Salt Nutrient Management Plans, use attainability analysis, alternative treatment technologies for small dischargers, and/or Best Practical Treatment and Control evaluation of wastewater discharge to land. No technical reports has been requested by the CVRWQCB at this time.

CONSULTANT may also be requested to perform a stable isotope analysis using available deuterium (^2H) and oxygen-18 (^{18}O) data to assess the extent of the injected water at Bayside. This study is only necessary when water is injected into the Aquifer Storage Zone and has only been conducted once since 2007.

II. PROJECT SCHEDULE

The annual Bayside Project monitoring final reports are due to the SFRWQCB by March 1. The wastewater treatment plants semi-annual and annual WDR self-monitoring final reports are due to the CVRWQCB according to the schedule listed in Table 1. All draft reports shall be delivered to the DISTRICT with sufficient time for review, comment, and incorporation of comments, as mutually agreed upon. The final reports with the incorporated comments shall be delivered to the DISTRICT with sufficient time to meet the regulatory due dates listed herein provided that DISTRICT comments are returned at least 10 working days prior to the regulatory due date. The preceding schedule requirements notwithstanding, no draft report shall be due to DISTRICT sooner than __ calendar days following Notice to Proceed.

Table 1. Annual Reporting for Self-Monitoring Program

CANS	October 1	May 1	May 1	May 1	May 1
		October 1	October 1	October 1	
CASS	August 1	February 1	February 1	February 1	February 1
		August 1	August 1	August 1	
PACT	September 1	March 1	March 1	March 1	March 1
		September 1	September 1	September 1	
PARA	August 1	February 1	February 1	February 1	February 1
		August 1	August 1	August 1	
Bayside	-	March 1	March 1	March 1	March 1

EXHIBIT B

East Bay Municipal Utility District Groundwater and Wastewater Consulting Services At Wastewater Treatment Plants in Amador and Calaveras Counties And Bayside Aquifer Storage and Recovery Project

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 half-hour (0.5) 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 ___ percent of labor costs incurred by CONSULTANT. CONSULTANT acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT service area.

- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT 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/Facsimile charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Meals, transportation or other charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

Subconsultant services shall be billed at cost (plus a __% 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:

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

- Charged mileage for vehicle mileage 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 \$_____ 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 thirteen (13) percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

The Cost Ceiling 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. Costs for Optional Services will be negotiated based on the DISTRICT's scope of work and CONSULTANT's proposed estimate, including Direct Labor hours, Indirect Cost multiplier, Subconsultant Services, Other Direct Costs, and Professional Fee.

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 half-hour increment (0.5) 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 *semi-annual* 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.

(Exhibit B-1 & B-2 completed by consultant)

EXHIBIT B-1

**East Bay Municipal Utility District
Groundwater and Wastewater Consulting Services
At Wastewater Treatment Plants in Amador and Calaveras Counties
And Bayside Aquifer Storage and Recovery Project**

**ESTIMATED COST DISTRIBUTION
ASSUMING PERFORMANCE OF ALL WORK UNDER THIS AGREEMENT**

Consultant									
Direct Labor									
	Principal In Charge	Engineer Manager	Principal Eng/Sci	Associate Eng/Sci	Staff Eng/Sci 2		Indirect Costs	Professional Fee**	Total Cost
Salary Rate (\$/hr.)****						<u>Total</u>	<u>Costs</u>	<u>ODCs*</u>	
<u>Services</u>									

I. Contracted Services

Task A: Pardee
Task B: Bayside

Subtotal I.

II. Optional Services

TO BE DETERMINED

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.

**** Salary Rate to remain unchanged for the duration of this Agreement regardless of whether CONSULTANT performs all of the work or only portions.

EXHIBIT B-2

**East Bay Municipal Utility District
Groundwater and Wastewater Consulting Services
At Wastewater Treatment Plants in Amador and Calaveras Counties
And Bayside Aquifer Storage and Recovery Project**

**ESTIMATED LABOR DISTRIBUTION
ASSUMING PERFORMANCE OF ALL WORK UNDER THIS AGREEMENT**

Consultant

<u>Principal</u> <u>In Charge</u>	<u>Engineer</u> <u>Manager</u>	<u>Principal</u> <u>Eng/Sci</u>	<u>Associate</u> <u>Eng/Sci</u>	<u>Staff</u> <u>Eng/Sci 2</u>	<u>Subtotal</u>	<u>Total</u>
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Services

I. Contracted Services

Task A:

Task B:

Subtotal

II. Optional Services

TO BE DETERMINED

TOTAL

EXHIBIT C

**East Bay Municipal Utility District
Groundwater and Wastewater Consulting Services
At Wastewater Treatment Plants in Amador and Calaveras Counties
And Bayside Aquifer Storage and Recovery Project**

CEP COMPLIANCE

<u>FIRMS UTILIZED</u>	<u>MINIMUM AMOUNT*</u>	<u>MINIMUM PERCENT**</u>
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None Identified for Contracted Services

TOTAL	\$0	0%
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* Does not include consultant's markup.

** Based on a Maximum Services Agreement Ceiling amount of \$_____.