

REQUEST FOR PROPOSAL (RFP)

for Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring

ADDENDA

Prospective bidders are responsible for reviewing any published addenda regarding this bid at ebmud.com/business-center/

CONTACT

Christopher Dinsmore, Senior Civil Engineer
(510) 287-0522
christopher.dinsmore@ebmud.com

RESPONSE DUE

July 22, 2021
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO

Christopher Dinsmore, EBMUD
christopher.dinsmore@ebmud.com

AND

Tracy Heidersbach, EBMUD
tracy.heidersbach@ebmud.com

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EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe rainy season flow and precipitation monitoring work to fulfill the Consent Decree Performance Evaluation Plan requirements.

East Bay Municipal Utility District (DISTRICT) intends to award a 2-year contract to the PROPOSER(s) who best meets the DISTRICT's requirements.

CONSULTANT shall install rain gauges and sanitary sewer flow meters at specified locations determined by the DISTRICT throughout the regional wastewater collection system during the rainy season. Flow meters shall be capable of measuring and recording depth, velocity, pressure, temperature, and battery charge percentage at a minimum. Rain gauges shall be capable of measuring rain depth. Raw data shall be collected wirelessly via telemetry and uploaded in close to real time to an online platform for DISTRICT use. CONSULTANT shall perform all necessary site inspection, installation, calibration, maintenance, data quality review, and removal of the meters.

The DISTRICT currently anticipates installing up to 23 rain gauges. The DISTRICT currently anticipates installing between 150 and 200 flow meters per rainy season for two consecutive rainy seasons. However, pending the outcomes of a report due September 30, 2022, there is potential that no monitoring will be required, or that up to 575 monitoring sites will be required per year. The team assembled by the CONSULTANT must have the ability to perform the specified flow monitoring and Quality Assurance/Quality Control (QA/QC) work, in addition to maintaining specified back-up equipment for all possible sites. This monitoring work will be carried out to fulfill regulatory requirements. Thus, data quality will face a high degree of scrutiny from both internal and external stakeholders.

B. BACKGROUND

The regional wastewater collection system consists of components from the DISTRICT and seven Satellite Agencies (the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, plus Stege Sanitary District, which serves El Cerrito, Kensington and Richmond Annex). Each Satellite owns and operates its own sanitary sewer system that collects wastewater generated in these communities, and conveys the flows to the DISTRICT's Interceptor System. The Interceptor System then conveys the flows to the Main Wastewater Treatment Plant (MWWTP) where it is treated. Treated effluent from the MWWTP is discharged through an outfall located near the eastern span of the San Francisco-Oakland Bay Bridge.

Figure 1 shows the DISTRICT’s service area, the boundaries of the Satellites, and the location of conveyance and treatment facilities. The DISTRICT’s Interceptor System includes approximately 29 miles of gravity sewers, 8 miles of force mains, and 15 pump stations; the Satellites’ collection systems include approximately 1,600 miles of sewers (gravity and force mains) and a small number of lift stations. The work under this RFP will be for performing flow and precipitation monitoring within those 1,600 miles of Satellite sanitary sewer collection system.

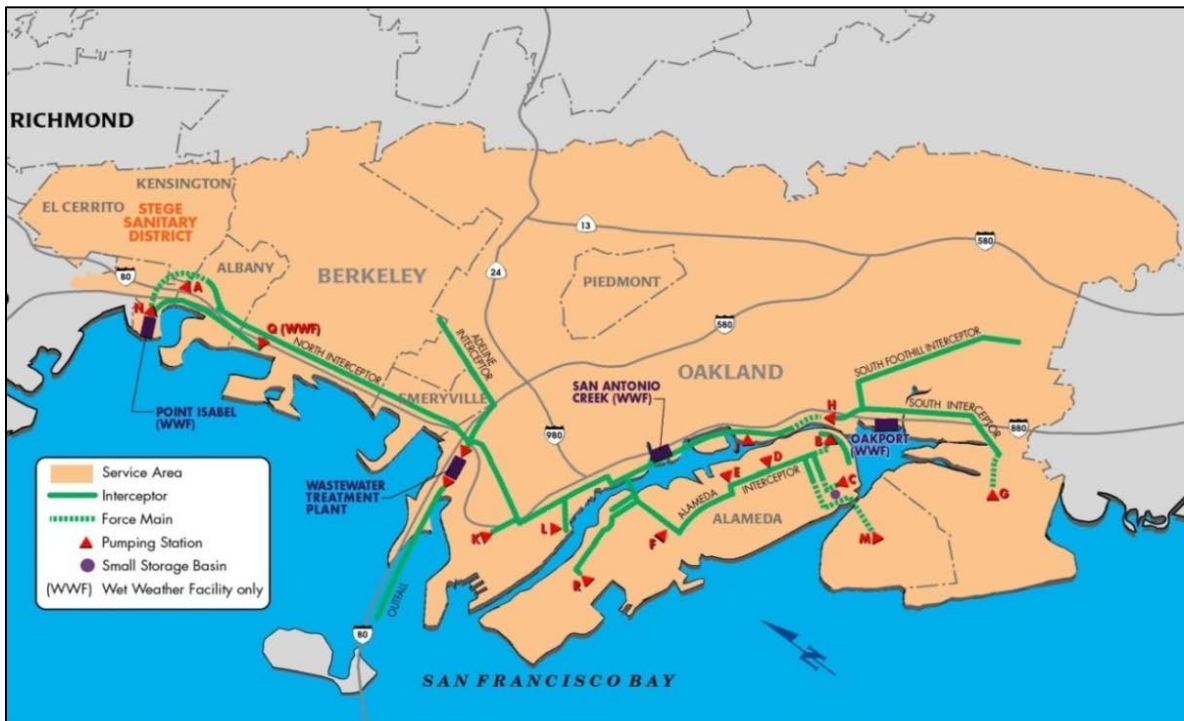


Figure 1. DISTRICT’s Service Area

C. PROPOSER QUALIFICATIONS

1. Projects included in the Qualifications & Reference Summary Form (included in Exhibit A) must have been completed within the past ten (10) years (2011-2021). For each Bid Item, clearly indicate either the lead firm or sub-contractor which has the required experience. The referenced experience must show successful (i.e., completed work within time and budget constraints) completion of the element of a project involving the Bid Item. A referenced project may be used for both Bid Items.
2. The PROPOSER must have the staff and resources available to fulfill contract obligations at all identified sites. The PROPOSER’s team must have the ability to perform the specified flow monitoring and/or precipitation monitoring and perform all associated QA/QC work within the required timeframes. The PROPOSER must also be able to maintain specified back-up equipment requirements for all selected sites (As stated in Exhibit E).

3. The following minimum qualifications must be met for both Bid Items:
 - a. Bid Item 1-Flow Monitoring
Reference project(s) shall total at least 50 flow meter installations and monitoring within a wastewater collection system with a wide range of pipe sizes and flow conditions. The meters must have been deployed within the same data collection period, though may be located in separate collection systems.
 - b. Bid Item 2-Point Precipitation Monitoring
Reference project(s) shall total at least 10 rain gauge installations and monitoring at one time.
4. The following minimum qualifications must be met for the project team:
 - a. In the event a PROPOSER elects to utilize a project team comprised of multiple CONSULTANTS, the PROPOSER shall be the Lead Firm identified in the bid proposal and will be responsible for managing and coordinating all work.
 - b. The PROPOSER shall identify a Project Manager to oversee and coordinate all the investigations, monitoring and report preparations. The Project Manager shall be responsible for submitting invoices and resolving identified issues and receiving payments. The Project Manager shall be the primary client contact and is responsible for the day-to-day management of the project and for ensuring that the project schedule, budget, and scope concerns are met.
 - c. The Project Manager must have at least ten (10) years of experience in sanitary sewer investigative services.
 - d. All Key Personnel must have at least five (5) years of experience in their respective discipline.
 - e. The same person may be used as Key Personnel for more than one area.
5. PROPOSER shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

D. SPECIFIC REQUIREMENTS

Refer to Exhibit E for specific requirements for both bid items.

E. DELIVERABLES / REPORTS

Refer to Exhibit E for deliverables required for both bid items.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	Wednesday, June 9, 2021
Last Day to Submit Questions	Sunday, June 27, 2021
DISTRICT responds to questions/ issues Addenda	Friday, July 2, 2021
Proposals Due	Thursday, July 22, 2021
Award Contract by Board of Directors	Tuesday, September 28, 2021
Anticipated Contract Start Date	Tuesday, February 1, 2022

Note: All dates are subject to change **by DISTRICT**.

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 Professional Service Providers, dependent upon what is in the best interest of the DISTRICT.
4. The DISTRICT has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the DISTRICT, or those included in the PROPOSER’s submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.

6. Award of contract. The DISTRICT reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the PROPOSER stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the DISTRICT may require. Award will be made or proposals rejected by the DISTRICT as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

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

The Evaluation Criteria are as follows:

Evaluation Criteria – Professional Services	
A.	<p>Relevant Experience and Qualifications: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> - Do the individuals assigned to the project have experience on similar projects? - Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? - How extensive is the applicable education and experience of the personnel designated to work on the project?

	<ul style="list-style-type: none"> - Does the PROPOSER have knowledge and experience working with the DISTRICT’s Interceptor System and/or Satellite collection systems? - Does the PROPOSER demonstrate the ability to effectively manage a major I/I control program?
B.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> - Has the PROPOSER demonstrated a thorough understanding of the purpose and scope of the project? - How well has the PROPOSER identified pertinent issues and potential problems related to the project? - Has the PROPOSER demonstrated that it understands the deliverables the DISTRICT expects it to provide? - Has the PROPOSER demonstrated that it understands the DISTRICT’s time schedule and can meet it?
C.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> - Does the methodology depict a logical approach to fulfilling the requirements of the RFP? - Does the methodology match and contribute to achieving the objectives set out in the RFP? - Does the methodology interface with the DISTRICT’s time schedule?
D.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the PROPOSER’s implementation plan and schedule will meet the DISTRICT’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the PROPOSER believes may adversely affect any portion of the DISTRICT’s schedule.</p>
E.	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each PROPOSER’s proposed cost for both Bid Item.</p> <p>Bid Item price evaluation will be based on the following units of measurement:</p> <ul style="list-style-type: none"> - Bid Item 1-Flow Monitoring: cost for 200 meters for site inspection, installation/removal, plus 4 months of monitoring

	<ul style="list-style-type: none"> - Bid Item 2-Point Precipitation Monitoring: cost for 23 gauges for site inspection, installation/removal plus 4 months of monitoring <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ul style="list-style-type: none"> - Reasonableness (i.e., does the proposed pricing accurately reflect the PROPOSER’s effort to meet requirements and objectives?); - Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and - Affordability (i.e., the ability of the DISTRICT to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the DISTRICT cannot afford.</p>
<p>F.</p>	<p>References (See Exhibit A – RFP Response Packet): A short list process is used for a solicitation. Outreach to references is only performed on the shortlisted PROPOSERS and the score for reference checks is not included in the preliminary short list score.</p>
<p>G.</p>	<p>Contract Equity Program: PROPOSER shall be eligible for SBE or DVBE 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. Additional points will be given for local business enterprises and diversity of sub-consultants/team members for up to a total of 10 points.</p>

c. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the DISTRICT.
4. PROPOSERS are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the DISTRICT will proceed to negotiate with the next highest ranked PROPOSER.

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, 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 work day time limit. Any proposal protest filed with any other DISTRICT office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the DISTRICT, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

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

E. INVOICING

1. Following the DISTRICT's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the DISTRICT will render payment within thirty (30) days of receipt of a correct invoice regarding site inspection, installation/removal, data viewing platform.
2. Payment for data submittals shall be as follows following receipt of a correct invoice:
 - a. fifty percent payment upon receipt of final data submittals following payment terms above;
 - b. remaining fifty percent payment upon outside party verification of final data quality and DISTRICT acceptance, following payment terms above.
3. Permit fees paid to the local jurisdiction shall be included in the invoices; receipts for associated permit fees shall be submitted with the invoice. There should be no mark-up for Bid Item unit prices to account for permit fees.
4. Adjustments may be made to the final full months monitoring invoice based on observed uptimes.
5. The DISTRICT will notify the Professional Service Provider of any invoice adjustments required.
6. Invoices shall contain, at a minimum, DISTRICT purchase order number, invoice number, remit to address, and itemized services description.

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

F. LIQUIDATED DAMAGES

1. A deduction for liquidated damages of \$100 per day will be assessed for not meeting DISTRICT-specified performance requirements as prescribed in this RFP, including:
 - a. ability to collect data on the schedule provided at the intended site;
 - b. ability to perform QA/QC checks on the specified schedule and to correct issues in a timely manner according to the specified schedule;
 - c. ability to provide deliverables according to the specified schedule.
2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.
3. 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 or QUESTIONS:

Attn: Tracy Heidersbach, Associate Civil Engineer

EBMUD Wastewater Department, I&I Control Program

E-Mail: tracy.heidersbach@ebmud.com

PHONE: (510) 287-1016

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Chris Dinsmore, Senior Civil Engineer
EBMUD Wastewater Department, I&I Control Program
E-Mail: christopher.dinsmore@ebmud.com
PHONE: (510) 287-0522

B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP responses must be submitted via e-mail.
3. RFP responses will be received only at the e-mails shown below, and must be received by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date will be rejected. All RFP responses must be received and time stamped at the stated address by the time designated. The timestamp provided by the email server 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:

E-mailed (Include BOTH addresses in the recipient section of the email response):

Christopher Dinsmore, Senior Civil Engineer
christopher.dinsmore@ebmud.com

AND

Tracy Heidersbach, Associate Civil Engineer
tracy.heidersbach@ebmud.com

Hand delivered or delivered by courier or package delivery service will not be allowed.

PROPOSER's name and the RFP number and title must appear on the e-mail Subject line.

5. PROPOSERS are to submit one (1) electronic 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), with either electronic signatures or scanned images for the pages that require a signature. The electronic RFP response should be in a single file (PDF) format unless the size of the file is greater than 20 MB. In that event, the response may be sent in multiple separate emails, clearly stating that the submittal is 1 of X, 2 of X, etc. All emails must be received prior to the deadline.

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

c. RESPONSE FORMAT

1. **PROPOSERS shall not modify any part of Exhibits A, B, C, D, or E, 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 CONSENT DECREE PERFORMANCE EVALUATION PLAN FLOW AND
PRECIPITATION MONITORING (INF 010)**



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. Resumes for all listed key personnel should also be provided (max 2 pages per person). 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. **Description of the Proposed Equipment/System:** RFP response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the DISTRICT and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the DISTRICT should be aware of in evaluating the RFP response. Finally, the description shall describe all product warranties provided by the PROPOSER.
4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term. The description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the DISTRICT; (2) explain any special resources or approaches that make the services of the PROPOSER particularly advantageous to the DISTRICT; and (3) identify any limitations or

restrictions of the PROPOSER in providing the services that the DISTRICT should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the PROPOSER will ensure adherence to the timetables for the final equipment/system and/or services.
6. **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.
7. **RFP Response Form, Iran Contracting Act Certification, & Proposer Information and Acceptance Form:** PROPOSERS must use the template in the “RFP Response Form” and “PROPOSER Information and Acceptance” sections of this Exhibit A and the “Iran Contracting Act Certification” section of Exhibit B.
8. **Pricing:** PROPOSERS must use the template in the “Pricing Form” section of this Exhibit A – RFP Response Packet to provide unit costs and work capacity for all Bid Items PROPOSER is bidding on.
9. **Qualifications and Reference Summary:**
 - (a) PROPOSERS must use the template in the “Qualification and Reference Summary” section of this Exhibit A – RFP Response Packet to provide information to demonstrate the firm(s) and persons proposed for this project meet or exceed the minimum qualifications required for this project.
 - (b) References, including names and telephone numbers of individuals who can verify time, budget, and quality of reference work, must be provided for all qualifying project experience.
 - (c) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - (d) PROPOSERS must verify the contact information for all references provided is current and valid.
 - (e) PROPOSERS are strongly encouraged to notify all references that the DISTRICT may be contacting them to obtain a reference.
 - (f) 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.

10. **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.**

11. **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.

RFP RESPONSE FORM

RFP for Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring (INF 010)

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) ELECTRONIC COPY (in PDF format with either electronic signatures or scanned images for the pages that require a signature) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

RFP. This documentation must be provided to the DISTRICT prior to execution of an agreement by the DISTRICT, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The DISTRICT may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The DISTRICT shall not be liable in any way for disclosure of any such records.
10. The undersigned PROPOSER hereby submits this RFP response and binds itself to the DISTRICT. The RFP, subsequent Addenda, PROPOSERS Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

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

- PROPOSER is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- PROPOSER is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____

PRICING FORM

RFP for Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring (INF 010)

PROPOSER Name: _____

PRICING

Cost shall be submitted on this Pricing 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.

All costs shall include fees associated with obtaining or maintaining certificates and/or insurance; labor, personnel, supervision, administration, and general correspondence; site inspections, installation, standard traffic control, safety implementation, data collection, monitoring, and reporting; vehicles, machinery, equipment, tools, and materials.

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 first twenty-four (24) months of any contract that is a result of this RFP process.

Pricing shall assume investigations will take place with access from a public right-of-way.

Bid Item	Description	Unit of Measure	Unit Price ¹
1a	Flow Monitoring – Site Inspection	\$/site	\$
1b	Flow Monitoring – Installation/ Removal	\$/meter	\$
1c	Flow Monitoring – Monitoring	\$/meter/month	\$
1e	Flow Monitoring – Data Viewing Platform	\$/meter/month	\$
2a	Point Precipitation Monitoring – Site Inspection	\$/site	\$
2b	Point Precipitation Monitoring – Installation/ Removal	\$/gauge	\$
2c	Point Precipitation Monitoring – Monitoring	\$/gauge/month	\$
2d	Point Precipitation Monitoring – Data Viewing Platform	\$/gauge/month	\$

¹ Unit prices shall not include permit fees paid to the local jurisdiction or Payment Bond costs. PROPOSER shall submit permit fees or costs associated with bonds and receipts, as necessary, with invoices.

WORK CAPACITY, PRODUCTION RATES, AND ALLOCATION

The PROPOSER shall indicate workload capacity for the items indicated below. Numbers should reflect work loads achievable through all inhouse and subcontracting efforts combined.

Bid Item	Description	Unit of Measure	Quantity
1a	Flow Monitoring – Site Inspection	site/week	
1b	Flow Monitoring – Installation/ Removal	meter/week	
1c	Flow Monitoring – Monitoring	meter/month	
1d	Flow Monitoring – Data Viewing Platform	meter/month	

Bid Item	Description	Unit of Measure	Quantity
2a	Flow Monitoring – Site Inspection	site/week	
2b	Point Precipitation Monitoring – Installation/ Removal	gauge/week	
2c	Point Precipitation Monitoring – Monitoring	gauge/month	
2d	Point Precipitation Monitoring – Data Viewing Platform	gauge/month	

QUALIFICATIONS & REFERENCE SUMMARY
RFP for Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring (INF 010)

PROPOSER Name: _____

PROJECT TEAM				
Notes: ¹ Indicate portion of time the key staff will be available to work on the project.				
	Firm Name and Location	Expertise/Scope of Work		
Lead Firm:				
Sub- Contractor:				
Sub- Contractor:				
Sub- Contractor:				
Sub- Contractor:				
	Individual & Firm	Discipline(s) of Expertise (e.g. Bid Item)	Yr Experience	% Avail. ¹
Project Manager				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				

*Print additional pages as necessary

QUALIFYING EXPERIENCE

Firm Name (Lead Firm or Sub-Contractor name):

Discipline: Flow Monitoring Precipitation Monitoring

Project Name:

Key Personnel Name:

Project Description: (include quantity)

Year Prepared: (2011-2021)

Location of Project:

Contract Fee:

Reference Name:

Reference Email:

Reference Phone:

EBMUD
Use Only

Firm Name (Lead Firm or Sub-Contractor name):

Discipline: Flow Monitoring Precipitation Monitoring

Project Name:

Key Personnel Name:

Project Description: (include quantity)

Year Prepared: (2011-2021)

Location of Project:

Contract Fee:

Reference Name:

Reference Email:

Reference Phone:

EBMUD
Use Only

*Print additional pages as necessary



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring (INF010)

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>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

[Contract Equity Guidelines and Forms](#)

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

**RFP For CONSENT DECREE PERFORMANCE EVALUATION AND PRECIPITATION
MONITORING (INF 010)**

PROPOSER shall take out and maintain during the life of the Agreement all insurance required and PROPOSER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

PROPOSERS are not required to submit completed insurance verification documents with their bid, but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the PROPOSER agrees to meet the minimum insurance requirements stated in the RFP.

I. The following provisions applicable to all required insurance:

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.

C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

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

L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

INSURANCE VERIFICATION DOCUMENTS

II. Workers' Compensation and Employer's Liability Insurance Coverage

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONTRACTOR is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONTRACTOR's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Commercial General Liability Insurance ("CGL") Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage	\$2,000,000 per occurrence & aggregate
Personal Injury/Advertising Injury	\$2,000,000 per occurrence & aggregate
Products/Completed Operations	\$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

G. There will be no exclusion for explosions, collapse, or underground liability (XCU).

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR's behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR's failure to provide the waiver of subrogation from its insurance carrier(s).

K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:

Each Occurrence Limit (per accident) and in the Aggregate:	\$2,000,000
Bodily Injury and Property Damage:	\$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.

E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ Aggregate: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

V. Professional Liability (also known as Errors and Omissions) Insurance Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000

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

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.

3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

Not Applicable

VI. Pollution Liability Insurance Coverage

A. CONTRACTOR's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit:	\$2,000,000;
Aggregate Limit:	\$2,000,000.

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

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

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

the Services.

F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent’s Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage

A. CONTRACTOR’S insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR’S Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.

2. Coverage shall be included for all premises and operations in any way related to this Agreement.
 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
 8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
 9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

Not Applicable



EXHIBIT C

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

**RFP For CONSENT DECREE PERFORMANCE EVALUATION AND PRECIPITATION
MONITORING (INF 010)**

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*INF-010 Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring***

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

WITNESSETH

WHEREAS, DISTRICT requires consulting services for flow and precipitation monitoring; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for flow and rain monitoring for the Consent Decree Required Sanitary Sewer Flow and Rain Monitoring and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner; and

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to

perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the flow and rain monitoring profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.

- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.

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

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's

delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.

4.3 Reserved

ARTICLE 5 - PROJECT MANAGERS

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

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

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

7.2 Reserved.

7.3 Reserved.

7.4 Reserved.

7.5 Insurance Requirements

Insurance Requirements are as stated in Exhibit D, Insurance Requirements.

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of Wastewater Department

P.O. Box 24055

Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.
- 9.9 This Agreement may, but is not required to be executed electronically using digital signatures through DocuSign if both parties consent to its use.
- 9.10 This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

ARTICLE 10 - TERM

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

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

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

Rev. 8/18/2020

EXHIBIT A

East Bay Municipal Utility District
INF-010 Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District *Consent Decree Performance Evaluation Plan Flow and Precipitation Monitoring*

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 for work satisfactorily completed at the unit rates set forth below, subject to the Maximum Agreement 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. CONSULTANT agrees and acknowledges the rates set forth below are fully inclusive of, and fully compensate CONSULTANT for, CONSULTANT's direct labor costs, its direct and indirect costs and overhead expenses, any and all subconsultant costs, and all profit anticipated under this Agreement. Compensation for work satisfactorily completed at the unit rates set forth below shall be the only compensation or reimbursement CONSULTANT shall receive for work completed under this agreement.

The billable rate schedule is as follows:

Bid Item	Description	Unit of Measure	Unit Price ¹
1a	Flow Monitoring – Site Inspection	\$/site	\$
1b	Flow Monitoring – Installation/ Removal	\$/meter	\$
1c	Flow Monitoring – Monitoring	\$/meter/mont h	\$
1e	Flow Monitoring – Data Viewing Platform	\$/meter/mont h	\$
2a	Point Precipitation Monitoring – Site Inspection	\$/site	\$
2b	Point Precipitation Monitoring – Installation/ Removal	\$/gauge	\$
2c	Point Precipitation Monitoring – Monitoring	\$/gauge/mont h	\$
2d	Point Precipitation Monitoring – Data Viewing Platform	\$/gauge/mont h	\$

¹Unit prices shall not include permit fees paid to the local jurisdiction or Payment Bond costs. PROPOSER shall submit permit fees or costs associated with bonds and receipts, as necessary, with invoices.

All prices are in United States dollars. Prices provided include any and all payment incentives available to DISTRICT. Prices provided are firm for the first twenty-four (24) months of the contract.

2.1 Reserved

2.2 Reserved

2.3 Subconsultant Services

Subconsultant services shall be work performed by another consultant hired by the CONSULTANT to assist in the performance of the agreed upon scope items. CONSULTANT must obtain express written authorization from DISTRICT's Project Manager before employing or using any subconsultant to perform any work under this Agreement. DISTRICT may approve, deny, or conditionally approve any request to employ or use a subconsultant, in its sole discretion, and may require CONSULTANT to provide any information it deems necessary to evaluate the proposed subconsultant use. If DISTRICT approves subconsultant use, DISTRICT shall pay CONSULTANT for work satisfactorily completed by the subconsultant at the agreed unit rates set forth in this Exhibit B without markup. CONSULTANT shall defend, indemnify and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expenses, claims, suits, and damages, including attorneys' fees ("Claims"), arising out of or pertaining to, or relating to the selection or use of any subconsultant in connection with this Agreement. Without limiting the foregoing, the scope of the foregoing indemnity obligation expressly includes Claims arising under Division 2, Part 1, Chapter 4 of the California Public Contract Code.

2.4. Reserved

2.5 Reserved

2.6 Reserved

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for authorized work completed during the previous month at the unit rates specified herein. Costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the quantity and nature of work completed and the date the services were performed. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such 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 if requested by DISTRICT. *Where CONSULTANT is required by law to pay prevailing wage*

rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice provided that all invoices are accompanied by reasonable supporting documentation, and as applicable DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

If at any time the authorized Maximum Agreement Ceiling is reached, CONSULTANT shall complete the agreed-upon work for the authorized Maximum Agreement Ceiling. In no event shall the Maximum Agreement Ceiling be increased except (1) in the manner expressly specified in Article 2 and Article 3 of this Agreement, or (2) unless there is a written amendment of this Agreement.

2.8 Reserved

2.9 Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction.

CONSULTANT shall comply with the following requirements to the full extent required by law.

2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).

2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).

2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.

- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.
- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
- 2.9.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.

- 2.9.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the

Department of Industrial Relations website at
<http://www.dir.ca.gov/wpnodb.html>.

EXHIBIT C

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

CEP COMPLIANCE

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

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

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

**EXHIBIT D
INSURANCE REQUIREMENTS**

(Insurance requirements may vary based on the nature of the Agreement. Always make sure these Insurance terms are reviewed by Risk Management for your contract.)

(Change the word “CONSULTANT” if necessary to match the term in the Agreement)

I. Provisions Applicable to All Required Insurance

A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONSULTANT shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.

B. CONSULTANT shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit D to the DISTRICT. The Exhibit D may be signed by an officer of the CONSULTANT (Agent) or by the Insurance Broker for the CONSULTANT. CONSULTANT shall update Exhibit D throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit D prior to the expiration date of any of the required insurance. The updated Exhibit D shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence Services until such insurance has been accepted by the DISTRICT.

C. CONSULTANT shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONSULTANT shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.

D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONSULTANT of any of the insurance requirements, nor decrease liability of CONSULTANT.

E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.

F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.

G. At the option and request of the DISTRICT, CONSULTANT shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.

H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

J. CONSULTANT shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

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

L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONSULTANT's insurance broker or agent update, sign and return Exhibit D to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.

M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONSULTANT must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.

N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.

O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.

P. CONSULTANT agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONSULTANT arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.

Q. CONSULTANT agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)

R. It is CONSULTANT's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONSULTANT, should CONSULTANT breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than

cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONSULTANT's insurance broker or agent update, sign and return this *Exhibit D*

II. Workers' Compensation and Employer's Liability Insurance Coverage

A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:

Coverage A. Statutory Benefits Limits

Coverage B. Employer's Liability of not less than:

Bodily Injury by accident: \$1,000,000 each accident

Bodily Injury by disease: \$1,000,000 each employee

Bodily Injury by disease: \$1,000,000 policy limit

B. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

C. If there is an onsite exposure of injury to CONSULTANT, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

D. If CONSULTANT is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONSULTANT must return the completed Verification of Insurance confirming that CONSULTANT has no employees and is exempt from the State of California Workers' Compensation requirements.

E. If CONSULTANT is self-insured with respect to Workers' Compensation coverage, CONSULTANT shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."

F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONSULTANT and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONSULTANT's failure to provide waiver of subrogation from the insurance carrier.

Verification of Workers' Compensation and Employer's Liability Insurance Coverage

By checking the box and signing below, I hereby verify that the CONSULTANT is exempt from the State of California's requirement to carry workers' compensation insurance.

As the CONSULTANT's insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries workers' compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from: _____ to: _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

III. Commercial General Liability Insurance ("CGL") Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

Bodily Injury and Property Damage \$2,000,000 per occurrence & aggregate

Personal Injury/Advertising Injury \$2,000,000 per occurrence & aggregate

Products/Completed Operations \$2,000,000 per occurrence & aggregate

D. Coverage must be on an occurrence basis.

E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONSULTANT and/or subcontractor under this Agreement.

F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.

G. There will be no exclusion for explosions, collapse, or underground liability (XCU).

H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONSULTANT’s behalf.

I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an “insured contract.”

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONSULTANT and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONSULTANT’s failure to provide the waiver of subrogation from its insurance carrier(s).

K. “Independent CONSULTANT’s Liability” shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

IV. Business Auto Liability Insurance Coverage

CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile

This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").

D. If CONSULTANT is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must

be provided.

E. If CONSULTANT's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONSULTANT's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONSULTANT's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

G. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Verification of Business Auto Liability Insurance Coverage

As the CONSULTANT'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Accident/Occurrence \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

V. Professional Liability (also known as Errors and Omissions) Insurance Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:

Each Claim or Occurrence Limit: \$2,000,000

Aggregate Limit: \$2,000,000

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

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

E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

F. Coverage shall be included for all premises and operations in any way related to this Agreement.

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

Not Applicable

VI. Pollution Liability Insurance Coverage

A. CONSULTANT's insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

Each Claim or Occurrence Limit: \$2,000,000;

Aggregate Limit: \$2,000,000.

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONSULTANT under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

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

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

F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONSULTANT’S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONSULTANT carries Pollution Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Claim \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent’s Signature: _____

VII. Excess and/or Umbrella Liability Insurance Coverage

A. CONSULTANT’S insurance shall be primary and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.

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

C. Minimum Requirements: It is expressly understood by the parties that CONSULTANT’S Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.

2. Coverage shall be included for all premises and operations in any way related to this Agreement.

3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONSULTANT's behalf.
 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an "insured contract."
 6. "Independent CONSULTANT's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.
 8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONSULTANT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
 9. CONSULTANT and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

Not Applicable



EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

**RFP For CONSENT DECREE PERFORMANCE EVALUATION
PLAN FLOW AND PRECIPITATION MONITORING (INF 010)**

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the PROPOSER/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*



EXHIBIT E

SPECIFIC REQUIREMENTS, SCOPE, AND DELIVERABLES

**RFP For CONSENT DECREE PERFORMANCE EVALUATION PLAN FLOW AND
PRECIPITATION MONITORING (INF 010)**

GENERAL REQUIREMENTS

BUSINESS LICENSES

CONSULTANT shall be responsible for having appropriate business licenses for all locations where work will take place. The DISTRICT will not reimburse CONSULTANT for costs to obtain business licenses. If CONSULTANT does not have an appropriate business license where work has been commissioned, the CONSULTANT shall immediately apply for a business license upon receipt of the Notice to Proceed.

PERMITS

CONSULTANT shall be responsible for obtaining all necessary work permits (e.g. encroachment permit). Permit costs paid by the CONSULTANT will be reimbursed by the DISTRICT; for reimbursement, CONSULTANT shall invoice the DISTRICT and enclose a copy of any permit invoice and proof of payment. The DISTRICT, however, will not separately reimburse the CONSULTANT for costs associated with preparing and procuring permit documents (i.e. time spent preparing appropriate traffic control plans, time spent at the municipality's permit counter, etc.). All permits must be procured from the necessary agencies such that there is sufficient time to ensure that all required flow meters are installed and available to collect data by the required dates. For permit procurement, CONSULTANT shall assume that review of completed permit applications will require at least ten days. In the event either comments or deficiencies are identified by a permit reviewer, CONSULTANT shall resolve the issue within fifteen days of the initial submittal. (Note: Permits within Stege Sanitary District's service area may require additional time and the CONSULTANT shall schedule accordingly.)

SCOPE CLARIFICATIONS

Scope clarifications may be submitted electronically for work that falls out of the defined scope and requirements listed in this RFP. If a scope clarification is required, CONSULTANT shall email the DISTRICT with a description of the scope change and the cost associated with the scope clarification. Reimbursement for scope clarifications are only payable for items in which approval has been provided by the DISTRICT prior to any associated work performed by the CONSULTANT. Examples of scope clarifications may be: investigations in easements without access from public right-of-way, extensive traffic control is required or a change in scope.

TRAFFIC CONTROL AND SAFETY

CONSULTANT is responsible for providing standard traffic control for all work. For sites requiring extensive traffic control (traffic control requiring more than standard traffic control plans from the California Manual on Uniform Traffic Control Devices, CA MUTCD), a scope clarification must be submitted by the CONSULTANT to the DISTRICT prior to use of extensive traffic control. Reimbursement for scope clarifications are only payable for items in which approval has been provided by the DISTRICT prior to any associated work performed by the CONSULTANT.

As the DISTRICT's CONSULTANT, one of your obligations is to ensure the safety of yourself and the public. Follow appropriate safety procedures at ALL times (i.e., wear proper personal protection equipment, use proper railings/cones to guard manhole opening, follow proper traffic control procedures, etc.). Furthermore, be sure to carry proper professional identification with you at all times. Anyone making confined space entry must be certified and follow appropriate industry best practices.

DELIVERABLES

All deliverables shall be submitted to the DISTRICT in electronic format. Submittal of only a hard copy will not be accepted. Photos must be provided in jpeg format or equivalent; videos shall be provided in MPEG format or equivalent; datasets and tables shall be provided in PDF and an editable format (e.g., .xlsx, .csv, .txt, etc.); reports and maps shall be provided in PDF format. CONSULTANT(s) shall maintain a copy of all documentation for the duration of the Contract.

The CONSULTANT is responsible for conducting quality assurance and quality control (QA/QC) review of all investigation data prior to submittal of deliverables. If the DISTRICT has corrections or comments on a deliverable, the CONSULTANT shall respond and resubmit the deliverable in a timely manner, per the schedule described in the Bid descriptions below. Delays in the DISTRICT's receipt of deliverables or revised deliverables will result in delays in payment and may result in liquidated damages as described in the Request for Proposal.

Specific deliverable requirements are included with each Bid Item description.

SATELLITE NOTIFICATION

CONSULTANT is responsible for notifying the Satellite and the DISTRICT of any imminent operational or structural issue encountered (e.g. surcharged manhole, collapsed pipe, cracked manhole lid, cross-bore, etc.) during investigations. The DISTRICT will provide a contact list for CONSULTANT to use.

MAINTAIN ASSET CONDITION

CONSULTANT shall ensure that all assets (manhole, mains, etc.) either remain or are restored to the same or better condition as at the start of each project. For example, if an anchor bolt was used to install equipment in a manhole, the manhole wall must be repaired to the condition found prior to installation of the anchor bolt.

If a sealed manhole is opened, it must be re-sealed with silicon caulking EACH TIME.

PRIVATE PROPERTY ACCESS

CONSULTANT shall not access private property for any investigations without prior approval of the resident and/or the DISTRICT.

If investigations are required in easements, CONSULTANT is responsible for documenting which properties were and were not accessed, including the reason why access was not available (e.g. door locked, dog on property, etc.).

KICK-OFF MEETING

CONSULTANT shall meet with the DISTRICT prior to conducting work under this contract. This meeting will be to discuss project goals, expectations of the CONSULTANT, previous lessons learned, and the plan for work during the duration of this contract. The meetings will be up to two (2) hours in length and may be held either in the DISTRICT's offices (375 Eleventh Street, Oakland, CA 94607) or remotely, such as through video-conferencing or screen share.

BID ITEM 1. FLOW MONITORING

SCOPE/REQUIREMENTS

CONSULTANT shall install flow meters at specified locations determined by the DISTRICT throughout the regional wastewater collection system. Flow meters shall be capable of measuring and recording depth, velocity, pressure, temperature, and battery charge percentage at a minimum. Raw data shall be collected wirelessly via telemetry and uploaded at least daily to an online platform for DISTRICT use. The CONSULTANT shall select the type of instrumentation and equipment that is best suited for accurately measuring the specified flow parameters—given the hydraulic conditions present at the site (or the evidenced range of hydraulic conditions that may be likely to occur based on site inspection observations) and the intended use of the data (i.e. using a meter with a gated velocity sensor at sites where an irregular velocity profile is likely to exist, etc.). CONSULTANT shall perform all necessary site inspection, installation, calibration, maintenance, data quality review, and removal of the meters.

The dates provided in the schedules below assume that monitoring will occur during the 2023 fiscal year (FY23) rainy season, with data collected from December 1, 2022 through April 15, 2023. However, the project start date may be pushed back to FY24 pending project approval by the Environmental Protection Agency (EPA). If this delay does occur, the month and day for each scheduled item provided in the schedules would remain the same though the year would be one year later.

The DISTRICT currently anticipates installing between 150 and 200 flow meters per rainy season for two consecutive rainy seasons. However, pending the outcomes of a report due September 30, 2022, there is potential that no monitoring will be required, or that up to 575 monitoring sites will be required per year. The team assembled by the CONSULTANT must have the ability to perform the specified flow monitoring and Quality Assurance/Quality Control (QA/QC) work, in addition to maintaining specified back-up equipment for all possible sites. This monitoring work will be carried out to fulfill regulatory requirements. Thus, data quality will face a high degree of scrutiny from both internal and external stakeholders. The CONSULTANT will be provided with the approximate number of sites by February of the calendar year when monitoring will begin, and will be given the final sites after CONSULTANT site reconnaissance and Satellite acceptance, in September of that year.

Task 1.1 - SITE RECONNAISSANCE AND FINAL SITE SELECTION

CONSULTANT shall perform preliminary reconnaissance at each proposed site prior to the installation of the meters to determine hydraulic suitability and monitoring effectiveness. At a minimum, the CONSULTANT will evaluate each flow monitoring site for the following conditions that may limit flow monitoring accuracy or repeatability:

1. Physical geometry of the pipes and manholes, with efforts made to avoid placement of flow meters where the geometry exhibits a change in slope or a deflection of the flow path through a manhole;
2. Measurement of flow velocity at time of inspection, and estimates of minimum and maximum velocities that may be expected;
3. Measurement of the flow depth at the time of inspection, and evidence of the daily minimum and maximum depths of flow;
4. Presence or evidence of excessive turbulence or disturbed flow patterns;
5. Evidence of surcharge during high flow events; and

6. Presence or evidence of excessive debris accumulation.

CONSULTANT shall provide topside photographs and detailed inspection results for each location investigated. If a site is not suitable, the CONSULTANT shall document the physical and hydraulic conditions that have been determined to unduly limit the accuracy or repeatability of flow monitoring. If needed, CONSULTANT shall consult with the DISTRICT to discuss alternative locations and/or equipment suitable for the investigation. Documentation for all installations, including any modifications to a preliminary location and supporting information will be made in the 'Investigation Notes' column of the Inspection Log (template provided by the DISTRICT). The DISTRICT will respond to the site location change requests in the Inspection Log as well. Proper documentation explaining the reason the proposed meter site is not suitable will be required, including photograph(s) or video supporting the decision. The DISTRICT shall approve all proposed site location changes prior to installation. Additionally, proposed site location changes will be reviewed by our Satellite agencies.

The CONSULTANT is ultimately responsible for selecting the type of instrumentation and equipment that is best suited for accurately measuring the specified flow parameters—given the hydraulic conditions present at the site and the intended use of the data. However, the following technologies and systems are currently considered the premium systems offered to the wastewater market:

- Small lines, 8 to 24 inches in diameter: Acoustic flow meters using a continuous wave Doppler (CWD) principle to measure average velocity. The velocity sensor is submerged and typically contains an integrated pressure sensor and/or upward-looking ultrasonic sensor for measuring depth. Optional crown-mounted ultrasonic sensors for depth measurement are available. Flow is calculated by multiplying average velocity by the flow cross-sectional area (determined from the depth of flow). These meters are essentially industry standards—durable, reliable, and easy to operate. In locations that exhibit physical or hydraulic characteristics that may result in increased error in measurement of flows using an acoustic flow meter, such as sites at very low depths (~2-inches) or depths greater than 18 inches, alternate technology such as laser flow meters may provide improved performance and reduce the flow measurement error.
- Larger lines, greater than 24 inches in diameter: Due to the increased complexity of the flow environment in larger pipes, a profiling type of instrument, making multiple velocity measurements in the depth of flow, is desired. There are three types of meters that are suitable for measuring open channel flows in larger-diameter pipes: gated-velocity flow meters, laser flow meters, and remote radar flow meters. It should be noted that the small footprint of the laser beam also makes these systems suitable for very low depths of flow, with no submerged sensor disturbing the flow profile. The remote measurement ability is also desirable from an installation and maintenance point of view.

Based on site investigation findings and determination of the site suitability for flow monitoring, the CONSULTANT shall determine the specific flow meter type that is best suited to the accurate measurement of flows within the expected hydraulic regime at the site. For each flow monitoring location, the CONSULTANT shall document the selection of flow meter type, model, and expected percent error based on manufacturer's data in the Inspection Log.

TASK 1.1 DISTRICT DELIVERABLES

The DISTRICT will provide the following information to CONSULTANT with the Notice to Proceed for each project:

- a. Inspection Log (One per Satellite Agency)**
An Excel document listing all flow monitoring locations to be inspected, including meter ID, manhole ID, assumed pipe diameter, site notes, as well as any fields the CONSULTANT is expected to fill out as part of the deliverable.
- b. Overview Map (One per Satellite Agency)**
An overview PDF map showing locations of all manholes to install flow meters.
- c. Detailed Map (One per flow meter site)**
Detailed PDF maps showing a closeup of each meter installation site.
- d. Sewer Manhole GIS Shapefile or KLM file (if CONSULTANT requests)**
GIS shapefile or KLM file of all meter locations and manholes in adjacent area.
- e. Sewer Mains GIS Shapefile or KLM file (if CONSULTANT requests)**
GIS shapefile or KLM file of all sewer mains adjacent to the manholes where meters will be installed.

TASK 1.1 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

- a. Inspection Log (One per Satellite Agency)**
The filled-in Excel inspection log with a list of ALL meters issued to be installed. The log shall include meter ID, originally issued and final manhole ID, assumed and actual diameter of pipe, selected flow meter type and model, expected percent error, field notes of site reconnaissance (including why sites need to be moved).
 - File Name: Flow_InspectionLog_NTPxxxx_[Satellite abbr.]
 - Example: Flow_InspectionLog_NTP0050_OAK
- b. Manhole Location Photo (One per manhole investigated)**
GPS enabled photo with site manhole lid removed and nearby landmarks or street signs visible for site verification
 - File Name: [RTSP_ID]_LocationPhoto_[location modifier if needed (i.e. US for upstream manhole, etc)]
 - Example: OAK_0106_001_LocationPhoto_2US
- c. Manhole Topside Photo (One per manhole investigated)**
GPS enabled topside photo of the inside of the manhole
 - File Name: [RTSP_ID]_TopsidePhoto_[location modifier if needed (i.e. US for upstream manhole, etc)]
 - Example: OAK_0106_001_TopsidePhoto_2US

TASK 1.1 SCHEDULE

Initial Inspection Logs and photos shall be submitted once all sites have been investigated for a Satellite Agency. Subsequent Inspection Log submissions with details on sites that require follow-up site reconnaissance information will be submitted on a rolling basis, on a schedule as determined by the DISTRICT.

Year 1 Activities	Date
CONSULTANT Will Receive Initial Year 1 Flow Meter Site Locations	February 2022
Year 1 Initial Site Inspections and Agreement on Preliminary Site Selection (including submittal of final Inspection Logs and photos)	Shall be completed by May 31, 2022
Follow-up Site Inspections Based on Satellite Agency Comments	August 1, 2022 through August 15, 2022

Year 2 Activities	Date
CONSULTANT Will Receive Initial Year 2 Flow Meter Site Locations	February 2023
Year 2 Initial Site Inspections and Agreement on Preliminary Site Selection (including submittal of final Inspection Logs and photos)	Shall be completed by May 31, 2023
Follow-up Site Inspections based on Satellite Agency Comments	August 1, 2023 through August 15, 2023

Task 1.2 - EQUIPMENT INSTALLATION, REMOVAL AND SITE DOCUMENTATION

Following receipt of all necessary permits, CONSULTANT shall install the equipment at the locations identified by the DISTRICT. Each meter shall be installed in such a manner as to accurately measure specific changes to water levels and velocities from the normal operating range. CONSULTANT shall provide documentation of installation by providing an installation site sheet for each flow meter location. The site sheets shall serve to provide certainty to the DISTRICT that the equipment was appropriately installed in the proper locations, while also detailing any limitations to the viability of data. Following completion of the monitoring period, CONSULTANT shall remove all equipment and return the manhole to the condition it was in prior to the installation.

The CONSULTANT shall provide the Satellite with a written or emailed notice for all installation/equipment removal site visits at least 24 hours prior to a site visit. The notice shall include the location of work and expected duration of work.

The CONSULTANT shall maintain an inventory of spare parts and equipment not less than 10% of the total number of flow meters and ancillary equipment deployed and in service. The CONSULTANT will be required to document that they have sufficient redundancy meeting this criterion based on a final count of equipment from the flow monitoring site investigation and flow monitoring equipment selection. The CONSULTANT may satisfy this requirement by

emailing redundancy confirmation to the DISTRICT prior to the start of the official monitoring period.

TASK 1.2 DISTRICT DELIVERABLES

The DISTRICT will provide the following information to the CONSULTANT:

a. Upstream Meter Table

An Excel table indicating which flow meters are upstream of each other for flow mass balancing purposes. This table will be provided approximately two (2) weeks after Site Sheets have been submitted and approved by DISTRICT staff, and should be used by the CONSULTANT during data quality checks before finalizing data.

TASK 1.2 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Inspection Log

The completed Excel inspection log with meter installation and removal dates, site setup information, and general installation notes, in addition to all previously completed fields.

- File Name: Flow_InspectionLog_NTPxxxx_[Satellite abbr.]
- Example: Flow_InspectionLog_NTP0050_OAK

b. Site Sheets

A site sheet for each meter installation shall, at minimum, document all relevant physical conditions and will include: overview map of site location (at the appropriate scale to provide clear documentation regarding which assets flow meters were installed in); top-side photo of the area (site manhole lid removed and nearby landmarks or street signs visible for site verification); a photo of the inside of the manhole with inlets and outlets visible; a photo of the meter installed; GPS coordinates of the manhole; a sketch or rendering of the orientation of the inlets and outlets present in the manhole with an indication of which pipe is being monitored (a note should be included if the number or flow direction of inlets and outlets observed in the manhole do not match the GIS maps provided); equipment information; communication/telemetry information; all pertinent site information (nearest address, meter ID, traffic condition, manhole asset ID, , manhole material, manhole diameter, manhole depth, pipe asset ID, pipe shape, pipe height, pipe width, pipe material); initial inspection and installation dates; and general field crew comments on installation, location, and site conditions and suitability for flow monitoring. Note: The photographs shall be taken with sufficient effort and appropriate lighting to document the condition of the manhole. North arrows shall be included on all photos included in the site sheets.

- File: [Meter ID, defined by the DISTRICT]
- Example: SSD_0078_046

TASK 1.2 SCHEDULE

Year 1 Activities	Date
Sufficient Equipment Redundancy Confirmation Email	Prior to December 1, 2022

Year 1 Activities	Date
Year 1 Monitoring Period Shall Begin	December 1, 2022
Site Sheets Shall Be Submitted	December 14, 2022
Year 1 Monitoring Period Shall End	April 15, 2023
Flow Meter Removal	April 16, 2023 through May 14, 2023
Final Inspection Log Shall Be Submitted	May 21, 2023

Year 2 Activities	Date
Sufficient Equipment Redundancy Confirmation Email	Prior to November 1, 2023
Year 2 Monitoring Period Shall Begin	November 1, 2023
Site Sheets Shall Be Submitted	November 14, 2023
Year 2 Monitoring Period Shall End	April 15, 2024
Flow Meter Removal	April 16, 2024 through May 14, 2024
Final Inspection Log Shall Be Submitted	May 21, 2024

Task 1.3 - MONITORING & MAINTENANCE

Flow monitoring will be conducted for an extended period throughout the rainy season. Each meter shall be calibrated, at minimum, during installation, mid-season (end of January), and during demobilization. Each flow meter shall provide data storage capabilities to store data at five-minute intervals.

Raw data shall be collected wirelessly via telemetry and shall be uploaded at least daily to an online platform for DISTRICT use. Collected data shall be reviewed weekly to determine if any equipment recalibration is required. If needed (based on weekly data review) or if telemetry is not available for a meter, that meter shall be visited at least twice per week for the first two weeks and once per week thereafter for calibration, data retrieval and review, and maintenance. If telemetry is utilized for data collection and it is determined during the weekly data review that site visits are not needed, then a routine physical site visit should be performed at least once approximately halfway through the monitoring period (middle to end of January).

The CONSULTANT shall follow and document the use of manufacturer-recommended QA/QC processes. The QA/QC of flow monitoring data will, at minimum, include checks for data integrity, qualitative data checks, and data validation checks, as follows:

- **Data Integrity Checks**. Data integrity checks are to be performed weekly. Data integrity checks will, at a minimum, verify that:
 - Each flow meter is functioning;
 - A signal from each sensor is being recorded;
 - Meter telemetry is functioning properly; and
 - Each flow meter has adequate battery life for the next two weeks of service.

Should a flow meter fail any of the data integrity checks, the CONSULTANT shall service and either maintain or replace the meter within seven calendar days.

- **Qualitative Checks**. Data qualitative checks will be performed on the raw data through timeseries data analysis on the depth and velocity data. They are to be performed weekly as part of the CONSULTANT services. At a minimum, they will verify the absence of outlier or constant values in the timeseries and consistency of reported sensor values with respect to time on an ongoing basis, as evidence that the sensor has not been fouled or is not drifting.
- **Validation Checks**. Validation checks shall be performed monthly. Validation checks will, at a minimum, include scattergraph data analysis to verify the validity of the velocity and depth measurements recorded by the flow meter. Validation checks will also include mass balance analysis where neighboring upstream and/or downstream flow meters are available to support this QA/QC process. Validation checks will be carried out by the CONSULTANT but must be reviewed and verified by a party outside the control of the CONSULTANT prior to the flow data being marked as final by the DISTRICT. The DISTRICT will select the outside party reviewer and facilitate the review process.

If flow monitoring data fail either the qualitative or validation QA/QC check, the CONSULTANT shall identify the cause of the data quality failure and take appropriate corrective measures within 10 calendar days. Corrective measures may include, but are not limited to, adjustments to data processing parameter values, maintenance or service of flow monitoring equipment, recalibration of sensors, or replacement of flow monitoring equipment.

Additionally, to ensure that flow meters are ready in advance of an anticipated rainfall event, the CONSULTANT shall ensure that all equipment and associated instrumentation are functional. Evidence of meter functionality includes sufficient battery life, active telemetry, and acceptable QA/QC for the most recent weekly raw monitoring data prior to the anticipated rainfall event. Should a flow meter fail to pass the weekly QA/QC, the CONSULTANT will commence service, maintenance, or replacement of the meter.

Total per meter uptime shall be greater than 90% for the monitoring period. At the end of the monitoring period, equipment uptimes should be determined per meter for both the entire monitoring period and for only the wet weather periods. Wet weather periods will include any time frame during a storm event which contributes at least 0.30-inches of precipitation within a rolling twenty-four (24) hour period. Storm events will include the twenty-four (24) hours immediately following these qualifying wet weather periods. If an outage longer than two hours occurs during a storm period, then the percent uptime for that storm shall be determined to be

zero, since the data would no longer be sufficient to characterize that specific storm's response within the local meter shed. Total precipitation depth per storm event will be determined by the CONSULTANT with the CONSULTANT-collected rain data based on the average hourly rainfall for all gauges. If a rain gauge is not recording, NULL values should not be included in calculation (i.e. shall not count as zero rain for that time step). Adjustments may be made to the final full months monitoring invoice based on observed uptimes.

Finalized flow data shall be provided monthly. Logs shall be submitted as part of the monthly finalized data submittal listing all site visits made for each meter location and explanations of observed data quality issues. Flow data must pass all QA/QC checks by the CONSULTANT prior to being submitted to the DISTRICT for review. The DISTRICT will then facilitate independent outside party review prior to accepting the data as final. Outside party data review will be conducted within one month of the DISTRICT's receipt of final monthly data. Issues identified via the independent review will be provided to the CONSULTANT for review and consideration; determined corrections shall be provided by the CONSULTANT within two weeks. At the request of the CONSULTANT, discussions with both the DISTRICT and the independent reviewer may be scheduled to allow for more streamlined review of identified concerns.

The CONSULTANT shall provide the Satellite with a written or emailed notice for all calibration/maintenance site visits at least 24 hours prior to a site visit. The notice shall include the location of work and expected duration of work. Notice may be shorter than 24 hours if given express permission by the Satellite or in the case of an emergency.

TASK 1.3 DISTRICT DELIVERABLES

The DISTRICT will provide the following information to the CONSULTANT:

- a. **Monthly Finalized Flow Data Template**
Excel workbook containing required final time series data template.
- b. **Site Visit Log Template**
Excel workbook containing required Site Visit Log template.
- c. **Data Quality Notes Log Template**
Excel workbook containing required Data Quality Notes Log template

TASK 1.3 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

- a. **Monthly Finalized Flow Data**
Reviewed final monthly flow data shall be submitted for each meter at 5-minute intervals. This shall also include metered depth, velocity, pressure, temperature, and battery data, plus the determined flow through the meter. During meter outages, data shall be blank (versus omitting dates from data or filling in 0).
 - File: [meter name]_FinalData_mm.Mmm [two digit and first three letters of monitoring month]_[date submitted YYYYMMDD]
 - Example: SSD_0078_046_FinalData_01.Jan_20171101
- b. **Site Visit Log**
A log of all site visits shall be submitted including what, if any, activities were performed (such as maintenance of equipment, swapping out of battery, etc.), why the visit was scheduled, and the date of each visit. When meter calibration is performed, the following information shall be included: notes on the type of in-situ measurement (both

depth and velocity), time of measurement, value of measurement, and corresponding values from the flow meter, along with a statement that the flow meter is performing within tolerance at the time of calibration. The log shall be appended and updated each month (e.g. the log submitted with the second final monthly data submittal will include information from both the first and second monitoring months).

- File: Flow_SiteVisitLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Flow_SiteVisitLog_NTP0078_20171101

c. Data Quality Notes Log

A log explaining what data quality issues were observed, the dates the issues took place, what corrective action was taken if needed, why any unusual data was assumed to be valid if a recalibration site visit was not made after weekly data review, and an indication of if the data is still usable during the issue period. Issues shall include, but not be limited to data gaps (meter outages lasting over 2 hours), mass balancing issues (upstream meter flows exceeding flows observed at meter immediately downstream), and data shifts and unexpected data trends. The log shall be appended and updated each month (e.g. the log submitted with the second final monthly data submittal will include information from both the first and second monitoring months).

- File: Flow_DataQualityNotesLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Flow_DataQualityNotesLog_NTP0078_20171101

d. Data Hosting

Raw flow data shall be uploaded at least daily to a data hosting site that will be accessible by DISTRICT staff. Uploaded data shall be exportable by the DISTRICT. At least ten (10) user accounts shall be provided for DISTRICT use. Hosting shall be provided for all data beginning at the first date of data collection (either December 1, 2022 or December 1, 2023) and lasting for a period of three years.

TASK 1.3 SCHEDULE

Year 1 & 2 Activities	Date
Monthly finalized data, Site Visit Log, and Data Quality Notes Log shall be submitted	<p>By the last day of the month following the monitoring period (i.e. December finalized monthly submittals shall be provided by January 31st)</p> <p>Note: Deliverables for data collected from April 1-15 are due April 30</p>

Task 1.4 - FINAL REPORTING

At the end of the monitoring period, CONSULTANT shall prepare all appended final flow data and a final report for the DISTRICT.

TASK 1.4 DISTRICT DELIVERABLES

none

TASK 1.4 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Final Flow Data

Monthly finalized flow data deliverables shall be combined into one Excel database per meter site.

- File/Folder Name: [meter name]_FinalData_[date submitted YYYYMMDD]
- Example: SSD_0078_046_FinalData_20171101

b. Final Site Visit Log

- File: Flow_FinalSiteVisitLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Flow_FinalSiteVisitLog_NTP0078_20171101

c. Final Data Quality Notes Log

- File: Flow_FinalDataQualityNotesLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Flow_FinalDataQualityNotesLog_NTP0078_20171101

d. Final Report

The final report should include specific details for each installed flow meter. Final report shall include the following for each flow meter: general site overview and observations; average, minimum, and maximum depth (in), velocity (ft/s), and flow (MGD); monitoring period, list of equipment outages (including reasons for outage) and percent uptime (total and wet weather uptime); a copy of the final site sheets; discussion of unusual data pattern findings and a description of why these finding were assumed to have occurred; hydrograph charts for monitoring period (depth and velocity, flow and underlaid rain bar graph); and a depth-velocity scatter graph. Final report shall also include reasoning for selecting the type of instrumentation and equipment for each site (or for overall project if all instrumentation and equipment is the same for the entire project).

- File Name: Flow_FinalReport_NTPxxxx_[Satellite abbr.]_[date submitted YYYYMMDD]
- Example: Flow_FinalReport_NTP0050_OAK_20181215

TASK 1.4 SCHEDULE

Year 1 Activities	Date
Final data and logs shall be submitted	April 30, 2023
Final report shall be submitted	May 28, 2023

Year 2 Activities	Date
Final data and logs shall be submitted	April 30, 2024
Final report shall be submitted	May 28, 2024

BID ITEM 2. POINT PRECIPITATION MONITORING

SCOPE/REQUIREMENTS

CONSULTANT shall install rain gauges at locations identified by the DISTRICT throughout the regional wastewater service area during the rainy season. The length of the monitoring periods will span two consecutive rainy seasons. The gauges shall record precipitation with an accuracy of 0.01 inch. The DISTRICT plans on installing up to 23 rain gauges per rainy season. Raw data shall be collected wirelessly via telemetry and uploaded hourly to an online platform for DISTRICT use.

The dates provided in the schedules below assume that monitoring will begin during the FY23 rainy season. However, the project start date may be pushed back to FY24 pending project approval by the EPA. If this delay does occur, the month and day for each scheduled item provided in the schedules would remain the same though the year would be one later.

TASK 2.1 - SITE RECONNAISSANCE AND FINAL SITE SELECTION

CONSULTANT shall perform preliminary reconnaissance at each proposed site to determine site suitability. The effects of wind, turbulence, vegetation, and obstructions should all be considered when siting a rain gauge. Suitable siting conditions include locations that afford a wind break, such as clearings with surrounding trees and vegetation. Care should be taken to locate the gauge away from rain interference, such as overhanging obstacles or nearby buildings. Height of rain gauge installation is an additional consideration. A rain gauge should be installed so that the orifice height is between 1.5 and 5.0 feet above grade. If the rain gauge is too high, it will be susceptible to wind. If it is too low, it will be susceptible to ground splashing.

Other siting recommendations include:

- Obstructions should be no closer than twice their height about the rain gauge rim;
- Obstructions should be at a distance four times the height of the rain gauge orifice; and
- Obstructions should be no closer than two times the height of the rain gauge orifice.

If a site is not suitable, the CONSULTANT shall document the physical conditions that have been determined to limit the accuracy of the rain gauge. If needed, CONSULTANT shall consult with the DISTRICT to discuss alternative locations and/or equipment suitable for the investigation. Documentation for all site reconnaissance, including any modifications to a preliminary location and supporting information will be made in the 'Investigation Notes' column of the Inspection Log (template provided by the DISTRICT). The DISTRICT will respond to the site location change requests in the Inspection Log as well. Proper documentation explaining the reason the proposed gauge site is not suitable will be required, including photograph(s) supporting the decision. The DISTRICT shall approve all proposed site location changes prior to installation.

TASK 2.1 DISTRICT DELIVERABLES

The DISTRICT will provide the following information to CONSULTANT with the Notice to Proceed for each project:

a. Inspection Log

An Excel document listing all rain gauges, including rain gauge ID, nearest address for installation, approximate installation GPS coordinates, site access information, as well as any blank fields the CONSULTANT is expected to fill out as part of the deliverable.

b. Overview Map

PDF overview map(s) showing all the locations where rain gauges will be installed.

TASK 2.1 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Inspection Log

The completed Excel inspection log listing all rain gauge site information. Log shall include rain gauge ID, nearest address for installation, installation GPS coordinates, site access information, selected gauge model and general notes/observations.

- File Name: RainGauge_InspectionLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: RainGauge_InspectionLog_NTP0050_20181215

TASK 2.1 SCHEDULE

Year 1 Activities	Date
CONSULTANT Will Receive Initial Year 1 Rain Gauge Site Locations	February 2022
EBMUD Year 1 Initial Rain Gauge Site Inspection and Agreement on Preliminary Site Selection	Shall be completed by May 31, 2022

Year 2 Activities	Date
CONSULTANT Will Receive Initial Year 2 Rain Gauge Site Locations	February 2023
EBMUD Year 2 Initial Rain Gauge Site Inspection and Agreement on Preliminary Site Selection	Shall be completed by May 31, 2023

TASK 2.2 - EQUIPMENT INSTALLATION, REMOVAL AND SITE DOCUMENTATION

CONSULTANT shall install the equipment at the identified locations. Each gauge shall be installed in such a manner as to accurately measure rainfall. The CONSULTANT shall utilize tipping bucket rain gauges for rainfall monitoring data collection and shall ensure that the chosen equipment is adequately suited for accurately measuring rainfall at the provided site. CONSULTANT shall provide documentation of installation by providing an installation site sheet for each rain gauge location. These site sheets should serve as documentation on where the equipment was installed, while also detailing any limitations to the viability of data.

TASK 2.2 DISTRICT DELIVERABLES

none

TASK 2.2 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Inspection Log

The completed Excel inspection log with rain gauge installation and removal dates, site setup information, and general installation notes, in addition to all previously completed fields.

- File Name: RainGauge_InspectionLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: RainGauge_InspectionLog_NTP0050_20181215

b. Site Sheets

A site sheet for each rain gauge shall include: overview map of site location, photo of the area showing the installed rain gauge, GPS coordinates of the rain gauge, nearest address, installation date, equipment information, and general comments on location and installation.

- File: [Rain Gauge ID, defined by the DISTRICT]
- Example: RG04.1819

TASK 2.2 SCHEDULE

Year 1 Activities	Date
Year 1 Monitoring Period Shall Begin	December 1, 2022
Site Sheets Shall Be Submitted	December 7, 2022
Year 1 Monitoring Period Shall End	April 15, 2023
Rain Gauge Removal	April 16, 2023 through April 30, 2023
Final Inspection Log Shall Be Submitted	May 21, 2023

Year 2 Activities	Date
Year 2 Monitoring Period Shall Begin	November 1, 2023
Site Sheets Shall Be Submitted	November 7, 2023
Year 2 Monitoring Period Shall End	April 15, 2024
Rain Gauge Removal	April 16, 2024 through April 30, 2024
Final Inspection Log Shall Be Submitted	May 21, 2024

TASK 2.3 - MONITORING & MAINTENANCE

Precipitation monitoring will be conducted for an extended period for all storm events throughout the rainy season. Each gauge shall provide sufficient data storage capabilities to ensure that data is recorded at five-minute intervals. Data shall be collected wirelessly via telemetry and shall be uploaded at least hourly to an online platform for DISTRICT use. Collected data shall be reviewed weekly for integrity and data quality to determine if any equipment maintenance or recalibration is required. The CONSULTANT shall follow and document the use of manufacturer-recommended QA/QC processes. The QA/QC of rain gauge data will, at minimum, include checks for data integrity, qualitative data checks, and data validation checks, as follows:

- **Data Integrity Checks.** Data integrity checks are to be performed weekly as part of the CONSULTANT services. Data integrity checks will, at a minimum, verify that:

- Each rainfall monitor is functioning;
- A signal from the rain gauge is being recorded;
- Rain gauge telemetry is functioning properly; and
- Each rain gauge has adequate battery life for the next two weeks of service.

Should a rain gauge fail any of the data integrity checks, the CONSULTANT shall service or replace the rain gauge within seven calendar days.

- **Qualitative Checks.** Data qualitative checks will be performed on the raw data through timeseries data analysis for rainfall depth data. They are to be performed weekly. The qualitative checks will verify the consistency of reported rainfall values on an ongoing basis, as evidence that the rain gauge is functioning properly. At a minimum, the qualitative checks will include the following:

- Rainfall event deaccumulation: A check for negative values in the rainfall timeseries, usually caused by the reset of the rain gauge at the end of a monitoring period, such as a day, week, or month, will be performed.
- Evaluation for missing rainfall events: A check for blank or null values in the rainfall timeseries data will be performed.
- Check for erroneous values: A check for values greater than 0.1 inch in the rainfall timeseries data that were recorded during a period when a storm was not occurring will be performed.
- Check for outlier values: A review of the minimum and maximum recorded values recorded in the rainfall timeseries data will be performed. Values that are outside of the expected range shall be flagged and further evaluated in the validation check.

- **Validation Checks.** Validation checks shall be performed monthly. The validation checks will, at a minimum, include the following:

- Rainfall data temporal comparison: Rainfall timeseries data will be compared to rainfall data from other rain gauges in the network to evaluate for consistency and reasonableness for periods of recorded rainfall.
- Rainfall storm accumulation comparison: Rainfall depth accumulation curves will be created for each storm event and for each month of rainfall data. The analysis will compare the storm accumulation curves and will include visual evaluation for reasonableness across all rain gauges.

If data collected at any rain gauge fails either the qualitative or validation QA/QC check, the rain gauge shall receive calibration and maintenance service within 10 calendar days. Calibration of the tipping bucket shall be accomplished by passing a known amount of water through the tipping mechanism at various rates, then adjusting the mechanism to the known volume. The process should follow the manufacturer's recommended procedures and be performed under laboratory conditions. It should also be verified in the field to ensure that the rain gauge calibration has not been degraded in transit or installation. Validation checks will be carried out by the CONSULTANT but must be reviewed and verified by a party outside the control of the CONSULTANT prior to the rain data being marked as final by the DISTRICT. The DISTRICT will select the outside party reviewer and facilitate the review process.

Rain data must pass all QA/QC checks by the CONSULTANT prior to being submitted to the DISTRICT for review. The DISTRICT will then facilitate independent outside party review prior to accepting the data as final. Outside party data review will be conducted within one month of the DISTRICT's receipt of final monthly data. Identified issues via the independent review will be provided to the CONSULTANT for review and consideration; determined corrections shall be provided by the CONSULTANT within two weeks. At the request of the CONSULTANT, discussions with both the DISTRICT and the independent reviewer may be scheduled to allow for more streamlined review of identified concerns.

Routine monthly maintenance should include cleaning the accumulated dirt and debris from funnel and buckets, as well as ensuring that the gauge is level. If telemetry is not available for a gauge, that gauge shall be visited at least once per week for calibration, data retrieval and review, and maintenance. If QA/QC review of data recorded by the rain gauge indicates anomalous behavior, the gauge will be inspected and maintained prior to the next rainfall event. Maintenance requirements also include annually replacing the tipping mechanism with a newly calibrated unit and checking timing intervals and dates of records.

Total uptime per gauge shall be greater than 90% for the monitoring period. At the end of the monitoring period, equipment uptimes (per rain gauge) should be determined for both the entire monitoring period and for only the wet weather periods. Wet weather periods will include any time frame during a storm event which contributes at least 0.30-inches of precipitation within a rolling twenty-four (24) hour period. Storm events will include the twenty-four (24) hours immediately following these qualifying wet weather periods. If an outage longer than two hours occurs during a storm event, then the percent uptime for that storm shall be determined to be zero, since the data would no longer be sufficient to characterize the storm response in the collection system. Adjustments may be made to the final full monitoring month's invoice based on observed uptimes.

TASK 2.3 DISTRICT DELIVERABLES

The DISTRICT will provide the following information to the CONSULTANT:

- a. **Monthly Finalized Rain Data Template**
Excel workbook containing required final time series data template.
- b. **Site Visit Log Template**
Excel workbook containing required Site Visit Log template.
- c. **Data Quality Notes Log Template**
Excel workbook containing required Data Quality Notes Log template

TASK 2.3 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Monthly Finalized Rain Data

Reviewed and finalized rain data at 5-minute intervals shall be submitted monthly for each rain gauge.

- File: [rain gauge name]_FinalData_mm.Mmm_[date submitted YYYYMMDD]
- Example: RG04.1819_FinalData_01.Jan_20191101

b. Site Visit Log

A log of all site visits shall be submitted including what, if any, activities were performed (such as maintenance of equipment, swapping out of battery, etc.), why the visit was scheduled, and the date of each visit. When gauge calibration is performed, the following information shall be included: notes on the type of in-situ measurement, time of measurement, value of measurement, and corresponding values from the gauge, along with a statement that the gauge is performing within tolerance at the time of calibration. The log shall be appended and updated each month (e.g. the log submitted with the second final monthly data submittal will include information from both the first and second monitoring months).

- File: Rain_SiteVisitLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Rain_SiteVisitLog_NTP0078_20171101

c. Data Quality Notes Log

A log explaining what data quality issues were observed, the dates the issues took place, what corrective action was taken if needed, why any unusual data was assumed to be valid if a recalibration site visit was not made after weekly data review, and an indication of if the data is still usable during the issue period. The log shall be appended and updated each month (e.g. the log submitted with the second final monthly data submittal will include information from both the first and second monitoring months).

- File: Rain_DataQualityNotesLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Rain_DataQualityNotesLog_NTP0078_20171101

d. Data Hosting

Raw rain data shall be uploaded at least hourly to a data hosting site that will be accessible by DISTRICT staff. Uploaded data shall be exportable by the DISTRICT. At least ten (10) user accounts shall be provided for DISTRICT use. All data shall remain accessible on the data hosting site from the first date of data collection (either December 1, 2022 or December 1, 2023) and lasting for a period of three years.

TASK 2.3 SCHEDULE

Year 1 & 2 Activities	Date
Monthly finalized data, Site Visit Log, and Data Quality Notes Log shall be submitted	By the 15 th of the month following the monitoring period (i.e. January finalized monthly submittals shall be provided by February 15 th) Note: Deliverables for data collected from April 1-15 are due April 30

TASK 2.4 - FINAL REPORTING

At the end of the monitoring period, CONSULTANT shall prepare all final rain data and a final report for the DISTRICT.

TASK 2.4 DISTRICT DELIVERABLES

none

TASK 2.4 CONSULTANT DELIVERABLES

Specific CONSULTANT deliverables for this Bid Item subtask are listed below:

a. Final Rain Data

Final rain data shall be submitted for each rain gauge at 5-minute intervals for the entire monitoring period.

- File Name: [gauge name]_FinalData_[date submitted YYYYMMDD]
- Example: RG04.1819_FinalData_NTP0082_20191101

b. Final Site Visit Log

- File: Rain_FinalSiteVisitLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Rain_FinalSiteVisitLog_NTP0078_20171101

c. Final Data Quality Notes Log

- File: Rain_FinalDataQualityNotesLog_NTPxxxx_[date submitted YYYYMMDD]
- Example: Rain_FinalDataQualityNotesLog_NTP0078_20171101

d. Final Report

The final report should include specific details for each installed rain gauge. Final report shall include the following for each rain gauge: a copy of the final site sheets, monitoring period, equipment outages and reasons for the outages, percent uptime (total and wet weather), and hydrograph chart for monitoring period.

- File Name: RainGauge_FinalReport_NTPxxxx_[date submitted YYYYMMDD]
- Example: RainGauge_FinalReport_NTP0050_20181215

TASK 2.4 SCHEDULE

Year 1 Activities	Date
Final data and logs shall be submitted	April 30, 2023
Final data and logs shall be submitted	May 14, 2023

Year 2 Activities	Date
Final data and logs shall be submitted	April 30, 2024
Final data and logs shall be submitted	May 14, 2024