

REQUEST FOR PROPOSAL (RFP)
for HYDRAULIC MODEL AND
CALIBRATION
INF 013

ADDENDA

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

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RESPONSE DUE

March 19, 2025
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

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**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for HYDRAULIC MODEL AND CALIBRATION (INF 013)

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of East Bay Municipal Utility District (DISTRICT) to utilize these specifications, terms, and conditions to describe the required services for hydraulic and hydrologic modeling, calibration, and reporting. These services will be utilized as part of DISTRICT's efforts to comply with its Wet Weather Consent Decree through the elimination of discharges from the DISTRICT's three Wet Weather Facilities (WWF) by the year 2036.

The DISTRICT intends to award a two (2)-year contract with three additional one (1)-year options at the DISTRICT's discretion to the PROPOSER who best meets the DISTRICT's requirements.

BACKGROUND

The DISTRICT conveys and treats wastewater generated by seven Satellite Agencies (the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, plus the Stege Sanitary DISTRICT, which serves El Cerrito, Kensington and Richmond Annex). Each Satellite Agency (or "Satellite") owns and operates its own wastewater collection system that collects wastewater generated in the Satellite's community and conveys the flows to the DISTRICT's Interceptor System. The Interceptor System conveys the flows to the Main Wastewater Treatment Plant (MWWTP). Treated effluent from the MWWTP is discharged through an outfall located near the eastern span of the San Francisco-Oakland Bay Bridge.

During significant precipitation events, excessive amounts of rain and groundwater improperly enter the collection system through multiple avenues, such as deteriorated and defective pipes or illicit storm drain connection. Currently, during certain significant wet weather events, the MWWTP is relieved by, and primary treatment is provided at the DISTRICT's three Wet Weather Facilities (WWFs), consisting of Point Isabel (PI WWF), Oakport (OAK WWF), and San Antonio Creek (SAC WWF).

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 Satellite collection systems include approximately 1,600 miles of sewers (gravity and force mains) and numerous pump stations.

On September 22, 2014, the DISTRICT and the seven Satellites entered into a Consent Decree that requires the elimination of discharges resulting from storm events up to a certain magnitude from the DISTRICT's three WWFs by 2036 as determined by the results of a calibrated hydrologic and hydraulic model (Flow Model). The Consent Decree required the development and approval of a Flow Model Calibration Plan,

provided in Attachment B. The plan describes the procedures to be followed for the annual update and calibration of the DISTRICT's Flow Model. The scope of work of this RFP is intended to cover the tasks specified in the Flow Model Calibration Plan and as required by the Consent Decree.



Figure 1. DISTRICT Service Area, Satellite Boundaries, and Facilities

The Consent Decree requires that the Flow Model is updated and conservatively calibrated annually. Following calibration, prescribed conditions are utilized for determining the volumes discharging from each of the three WWFs. These volumes are then compared against the volumes discharged from a previously established baseline condition to assess the amount of inflow and infiltration (I&I) reduction which has been achieved. The volume discharged from each facility is then measured against benchmarks established in the Consent Decree. As well as providing appropriate documentation of the annual effort, the DISTRICT has also presented the results of the modeling effort to multiple audiences, including both technical and non-technical attendees.

B. HYDROLOGIC/HYDRAULIC MODEL HISTORY

The Flow Model is comprised of two stand-alone models. The hydrologic model utilizes the Program for Infiltration/Inflow Continuous Simulation (PICS), a stand-alone macro-driven Microsoft Access database. PICS calculates the contributory hydrographs for all captured wastewater, groundwater and stormwater flows within the regional collection system. The calculated hydrographs are provided for each Interceptor Tributary Area (ITA), which represents all flows captured upstream of a connection to the DISTRICT's

interceptor, or for a defined portion of the ITS. PICS allows for the variation of antecedent moisture conditions to impact the amount of groundwater infiltration and rainfall-dependent inflow and infiltration generated. The output hydrographs from PICS are then entered into the hydraulic model for calculating the conveyance of the hydrographs through the modeled component of the regional collection system. The hydraulic model currently resides in InnoVzyze's InfoSWMM software, which utilizes the public-domain U.S. EPA SWMM hydraulic computational engine.

The Flow Model includes the interceptors and key Satellite sewer mains, eleven pump stations, and the treatment and storage facilities at the MWWTP and the three WWFs. A key feature of the Flow Model is the representation of wet weather operations through the use of real-time control logic. Wet weather operations consist of diverting flow to the WWFs and draining stored flow back to the interceptor as capacity becomes available to maintain interceptor water levels within acceptable limits. This is done by the throttling of pump stations and diversion gates based on depth readings at several water level monitors.

Initial calibration of the Flow Model was performed utilizing data collected during the rainy seasons of 2009-2010 and 2010-2011, including the flows and depths of 115 temporary flow meters, plus data from permanent monitors at the DISTRICT's facilities including pump stations, the MWWTP, the three WWFs, and level monitoring stations within the Interceptor system. Pipe friction factors and minor head losses associated with maintenance hole entry/exit and local constrictions (changes in the interceptor size and/or cross-section shape at utility crossings) were adjusted during the model calibration process. Sediment levels observed during an interceptor inspection program performed in April 2010 were input into the model prior to calibration to improve accuracy.

Annual recalibration, as required by the Consent Decree, has been performed for each of the past ten years. The annual model calibration effort has been performed using varying scales of information. In some years, dedicated flow metering at a scale similar to that performed for the initial calibration has been performed, allowing for calibration of most individual ITAs for most flows in the collection system, with the residual amount calibrated via aggregate flows to a DISTRICT facility, such as a pump station or WWF. In other years, the ITA-scale information may not be available, so all ITAs are calibrated by aggregate flows to a DISTRICT facility.

c. PROPOSER QUALIFICATIONS

To be considered for this project, CONSULTANT must complete the Qualifications Summary Form (included in Exhibit A). For all projects listed in the Qualifications Summary Form, CONSULTANT must clearly indicate whether the lead firm or sub-contractor has the required experience and include a project description which demonstrates that experience. The referenced experience must show successful

completion of a project involving the discipline (i.e., completed work within time and budget constraints while meeting, or exceeding, expectations).

Information provided in the Qualifications Summary Form, key personnel resumes, and the Description of Proposed Services may all be utilized by the DISTRICT in evaluating and comparing the qualifications of each proposing Project Team. The adequacy of a CONSULTANT's response to the requested information will be evaluated by the DISTRICT. If information is deemed insufficient to meet the minimum requirements, no further review of the submitted documents will be conducted and the proposal will not be considered further.

PROPOSER Minimum Qualifications:

1. Lead Firm

The lead firm shall oversee the project, be responsible for the successful completion of the work, and coordinate the work of all its sub-consultants, if applicable.

- a. The lead firm must provide information that demonstrates its experience as a prime or major sub-consultant on projects of similar type, size, and complexity as the one under consideration.
- b. The lead firm should provide a minimum of three project references, with the following minimum requirements:
 - (1) Utilized hydrologic and hydraulic modeling, with emphasis on separate sewer systems;
 - (2) Included use of a fully dynamic hydraulic model calibrated to flow monitoring data;
 - (3) Have a minimum fee of \$200,000 for each referenced project; and
 - (4) Have occurred within the past five years.
- c. The lead firm shall indicate the relevance of the projects to this proposed scope of work, and emphasize the experience of the specific individuals proposed to do the work. The lead firm shall specify which projects, if any, were driven by regulatory requirements, in particular consent decrees. The project team shall include, though not be limited to, the appropriate personnel capable of performing all required project tasks, including management, technical leads and support, appropriate oversight and review, and technical editing and publishing.
- d. The Lead Firm shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

2. Project Manager

The Project Manager will be the primary client contact and is responsible for the management of the project and for ensuring that the project performs within the agreed upon scope, schedule, and budget.

- a. Information regarding the Project Manager's qualifications and experience (both technical and managerial) shall be provided.
- b. The Project Manager must have demonstrated strong project management and organization skills, contract management abilities, and effective communication and interpersonal skills.
- c. The Project Manager must meet the minimum qualifications, as follows:
 - (1) An employee of the lead firm;
 - (2) A minimum of 10 years of relevant experience;
 - (3) Successful experience managing at least three wet weather management studies involving modeling within the past seven (7) years, with a minimum fee of \$200,000; and
 - (4) Work on at least one additional wet weather management study involving modeling within the past 10 years, with a minimum fee of \$100,000.
- d. The Project Manager shall have competency in the following areas:
 - (1) Wet weather management studies;
 - (2) Dynamic hydrologic/hydraulic modeling;
 - (3) Analysis of flow and I&I data for large wastewater collection systems; and
 - (4) Wet weather management programs driven by regulatory enforcement orders.

3. Project Team

The project team may consist of staff from the lead firm and from other consulting firms with expertise in specific areas (sub-consultants).

- a. The proposal should clearly identify key personnel and Subject Matter Experts with commitments of availability for them to work on the project to ensure that all prescribed deadlines are met.
- b. The project team should provide a minimum of two reference projects relating to **dynamic hydrologic and hydraulic modeling of sewer systems**, with the following minimum requirements:
 - (1) One project must be completed in the last 5 years, and one project must include the use of hydrologic and hydraulic sewer system modeling with continuous simulations over multiple storms events;
 - (2) At minimum, one Subject Matter Expert with at least five years of experience; and

- (3) Have a minimum fee of \$75,000 for each referenced project.
- c. The project team should provide a minimum of two reference projects relating to the development and utilization of **gauge-adjusted radar rainfall data or similar** with the following minimum requirements:
 - (1) At minimum, one Subject Matter Expert with at least five years of experience; and
 - (2) Have occurred within the past five years.
 - (3) No minimum fee is required for referenced projects.
- d. The key personnel should have at least 5 years of experience in their discipline of expertise. One individual may be the Subject Matter Expert for more than one of the listed areas, or the Team Project Manager may serve as a Subject Matter Expert.

D. SPECIFIC REQUIREMENTS

Under this RFP, the selected CONSULTANT will perform tasks necessary to perform an annual Flow Model Update and Calibration and prepare the annual Flow Model Calibration and Output Test Reports, as required by the Consent Decree. CONSULTANT will make recommendations for the conversion of the Flow Model to a supported platform and, if directed by the DISTRICT, will implement the conversion. Additional tasks may also be required as directed by the DISTRICT. All work shall be performed in accordance with the requirements of the Consent Decree and as described by the Flow Model Calibration Plan; electronic copies of both documents are available for download (<https://sfebaywwjntdef.egnyte.com/navigate/folder/bb682ad5-4dde-4a1d-b67a-bfeea7774659>). While not anticipated, any updates to the current Flow Model Calibration Plan will be provided to the CONSULTANT. The DISTRICT wishes to engage the CONSULTANT's creative and innovative capabilities in the successful completion of this complex project.

The required tasks, scope, and respective deliverables include:

TASK 1. OBTAIN AND PROCESS FLOW, LEVEL, AND RAINFALL DATA

CONSULTANT shall request from the DISTRICT the specific flow, level, and rainfall data required to perform the Flow Model calibration for the preceding rainy season. The season shall include the period from one month prior to the first rainfall event in the previous fall through April 30th of the current year. The following data should be obtained, as available and appropriate:

- MWWTP influent, effluent, secondary bypass, and flow into and out of storage;
- Water levels recorded at all level monitoring stations;

- Pump station discharges and wet well levels;
- Influent, effluent, and storage levels for PI WWF, OAK WWF, and SAC WWF;
- Overflows at all overflow structures;
- Available ITA-scale flow monitoring data;
- Available rainfall records from rain gauges in the DISTRICT's wastewater service area, including previously developed gage-adjusted radar rainfall (GARR) from the previous fiscal year's work; and
- Consumptive water records by parcel.

The CONSULTANT shall review and assess the flow, level, and rainfall data for completeness, resolve any issues, and store the relevant information in an appropriate format to facilitate comparisons to modeled data. The amount of ITA-scale flow monitoring data will vary annually under this contract. The DISTRICT has 72 temporary flow meters deployed for the 2024-2025 rainy season, though most are not for ITA-scale monitoring; the DISTRICT will likely have a similar number of flow meters for the 2025-2026 rainy season and will likely capture additional data at the ITA-scale in subsequent years. Some of these flow meters are utilized for capturing flows at the ITA-scale as well as at key boundary locations, thereby allowing for an enhanced understanding for the variable I&I capture rates throughout the regional collection system.

TASK 2. UPDATE FLOW MODEL

CONSULTANT shall obtain from the DISTRICT and review the available information on work performed by the DISTRICT and Satellites completed since the previous update (e.g., miles of pipe rehabilitated, number and locations of private sewer laterals (PSLs) addressed, inflow sources identified and corrected). Satellite work on public infrastructure will be dated by the half-fiscal year (July-December or January-June) and will be provided in either GIS format or identified by the ITA in which the work was performed. Rehabilitation of private infrastructure, as performed under the City of Berkeley's PSL Program and EBMUD's PSL Programs, will be provided in a Microsoft Excel workbook. The CONSULTANT shall use the data to update the Flow Model.

The CONSULTANT shall also update base wastewater flows for selected ITAs using current consumptive water consumption records by parcel. The update shall compare available winter water consumption provided for the period of January and February against previous consumptive records to assess if any adjustment to the base wastewater flow is necessary. CONSULTANT shall also review monthly average MWWTP influent data and further apply global percentage adjustments to previous dry weather flows to reflect any system-wide trends in wastewater generation.

TASK 3. PERFORM CONTINUOUS SIMULATIONS

The CONSULTANT shall identify key storm events for further analysis based on the size of the event and the magnitude of the discrepancy between observed and simulated flows. Those events shall be studied in more detail to better understand the reasons for the discrepancies and to determine if changes to the operating rules in the model and/or scaling factors could lead to an improved calibration. Any changes to the operating rules and/or scaling factors will be discussed and documented with the DISTRICT before these changes to the model are made. Following the study of key events, The CONSULTANT shall incorporate any agreed-upon changes and repeat the continuous simulation for the entire wet season.

While the Consent Decree requires a Wet Season duration of at least December 1 of one year through April 15 of the following year, the continuous simulation shall be extended through the end of April, if sufficient precipitation occurs. Additionally, any early season storm events occurring in either November or October should be included to capture the full set of rain events for the year. Lastly, the continuous simulation period should be further extended earlier in the season to allow for the simulation of dry weather flow conditions to properly assess the model replication versus actual conditions.

The CONSULTANT shall run a continuous hydrologic simulation for the entire wet weather season, including all storms and dry periods between storms, establishing and refining antecedent soil moisture conditions prior to each storm. CONSULTANT shall use the ITA-specific adjusted base wastewater flows and I&I parameters based on the estimated cumulative I&I reduction since the 2009-2011 Flow Model calibration. CONSULTANT shall input the flows from the hydrologic model to hydraulic model and route the flows through the Interceptor System. CONSULTANT shall compare the results of these simulations to monitored flows and levels at the MWWTP, WWFs, and level monitoring stations for each storm event. CONSULTANT shall determine separate “scaling factors” for the North and South (including Alameda Interceptor) Interceptors, as well as those flows reaching the Main Wastewater Treatment Plant (MWWTP) that result in the best match to measured total annual flow volumes during storms. North Interceptor scaling will occur at Pump Station N/PI WWF; South Interceptor scaling will occur first at the Pump Station H/OAK WWF location followed by the SAC WWF. The purpose of the scaling factors is to adjust the predicted I&I reductions to better match the observed flow volumes (similar to migration factors), and thereby estimate actual I&I reduction achieved.

CONSULTANT shall compile statistics on the differences between observed and simulated flows discharged from the MWWTP and WWFs on the complete system and on each facility, for both the entire wet weather season and on a storm-by-storm basis.

TASK 4. CALIBRATE FLOW MODEL AND OPERATIONAL PARAMETERS

CONSULTANT shall determine, through additional Flow Model simulations, a set of calibration factors that scale the initial ITA I&I reduction estimates to the observed wet

weather flows at the MWWTP, the WWFs, and any other available relevant monitoring locations. At a minimum, three factors will be applied, one for the North Interceptor, one for the South Interceptor, and one for the MWWTP. Additional factors pertaining to ITAs or groups of ITAs may be applied, if justified, based on the available observed flow and level data.

Pursuant to the requirements of the Consent Decree, the final calibration factors must simulate seasonal I&I volumes that are greater than or equal to the observed seasonal I&I volumes at the MWWTP and the three WWFs.

The final calibration factors will be determined based on the seasonal flow volumes (sum of all storms) at the four treatment facilities. However, the actual measured discharges from each WWF during any specific storm event are a function of both system-wide flows and the details of how the WWFs were operated during that event. Operators may control the facilities differently during different events if doing so can help reduce WWF discharges and/or reduce the risk of an overflow. An example of that would be a situation where the operators use knowledge of recent and predicted rainfall and/or rate of change of water levels to be more or less conservative with WWF operations. The current Flow Model, on the other hand, applies a standard set of operating rules based on water level set points. To address this issue, the CONSULTANT shall perform an interview of appropriate DISTRICT personnel regarding typical operating conditions as well as the actual operations for selected storm events in which deviation from the typical operating conditions occurred. The calibration process will include assessing the impact of operational variations on calibration accuracy, and modifying the operating rules and set points in the Model, where doing so is technically feasible and would improve the Flow Model's ability to reflect actual operations.

In some cases, it may be appropriate to disregard certain monitoring data and certain storm events in the calibration process. In those cases, the calibration shall not be carried out in a manner that reduces the ability of the Flow Model to accurately predict flow volumes from storms of a magnitude similar to the December 5, 1952 storm event used for computing Output Ratios and Output Tests.

Paragraphs 38(b)(v) and 149 of the Consent Decree describes the annual Flow Model calibration.

TASK 5. COMPUTE WWF OUTPUT RATIOS

Using the parameters from the final calibration, the CONSULTANT shall run the calibrated Flow Model for the December 5, 1952 storm event using operating rules and set points based on current operating procedures appropriate for that event. CONSULTANT shall determine the discharge volume from each of the three WWFs for the December 5, 1952 storm (Output Test), and compare those volumes to the baseline Output Test discharge volumes to compute an Output Ratio for each WWF.

The CONSULTANT shall determine the system-wide volume ratio, which is calculated as the total volume discharged from all facilities in a year compared to that from the Baseline condition, thereby allowing for an assessment of the efficacy of the rehabilitation work performed to date.

The previous ten water years have included six years with extreme climatological conditions. In this period there have been three record dry seasons, two record wet seasons, and one season with near average cumulative precipitation depth that occurred from a limited number of high intensity storm events. This extreme variability is reflected in the previous years' Output Ratios and volume ratios, complicating the interpretation of the results. The CONSULTANT shall propose alternative measures to assess the impact of climatological conditions on model results.

Using the calibrated model and available hydrological data, the CONSULTANT shall develop an annual adjustment factor to contextualize the previously calculated annual Output Ratio and volume ratio considering the climatological conditions experienced during the model year. The adjustment factor shall characterize the climatological conditions of the model year relative to the Baseline conditions and indicate the magnitude of the differences in antecedent moisture condition between the two years. This factor should clarify the extent to which year-to-year changes in the Output Ratios and volume ratios can be attributed to impacts from experienced climatological conditions rather than collection system rehabilitation.

At the DISTRICT's discretion, the CONSULTANT will implement the proposed alternative measures to demonstrate their ability to clarify the impacts of climatological conditions experienced and the resulting impacts on the assessment of the effectiveness of rehabilitation performed.

TASK 6. PREPARE ANNUAL FLOW MODEL CALIBRATION AND OUTPUT TEST REPORT

The CONSULTANT shall prepare a report documenting the Flow Model update, calibration and output testing.

The portion of the report related to calibration shall summarize the data and process that was used to calibrate the Flow Model, and that meets the requirements of Paragraphs 149 and 38(b)(vi) of the Consent Decree. The results of the calibration will include comparisons of the simulated and observed discharges (including both MWWTP and WWF discharges) for the entire wet weather season and for each storm that resulted in discharges from at least one WWF. The report will describe the reasons for any major discrepancies between simulated and observed discharges for specific events, and how those events were considered in the calibration process.

The portion of the report related to the output testing shall summarize the data and process used to compute the Output Ratios, and that meets the requirements of

Paragraphs 150 and 38(b)(vii) of the Consent Decree. The WWF Output Ratio and Output Test results shall include:

- Annually calculated Output Ratio for each WWF;
- A three-year average Output Ratio for the three most recent years for each WWF;
- A graphic representation for each WWF comparing actual Output Ratio for each year to date against the anticipated Output Ratio for each year of the Consent Decree;
- Discussion of whether the work completed in the fiscal year, including sewer main repair or rehabilitation, and inflow and rapid infiltration source elimination, resulted in the anticipated I&I reductions;
- Observations of trends and the likelihood of meeting the benchmarks or discharge elimination deadlines;
- Descriptions of changes to any assumption in the Flow Model that are anticipated for the coming fiscal year; and
- The results of any mid-course check-in or compliance WWF Output Test performed during the reporting period. Those tests consist of comparing the current three-year average Output Ratio at the WWF to the established mid-course benchmarks, or comparing the latest Output Ratio to zero (compliance).

The CONSULTANT shall prepare a draft Flow Model Calibration and Output Test Report for review and approval, including an executive summary written explicitly for a non-technical audience. The draft reports shall be provided to the DISTRICT at a minimum of two months prior to the Consent Decree-defined deadline for the report to be submitted. For reports due by December 15th of a year, the DISTRICT shall receive the draft prior to October 15th. For reports due September 30th of a year, the DISTRICT shall receive the draft prior to July 31st. Following review by the DISTRICT, the CONSULTANT shall prepare a Final Flow Model Calibration and Output Test Report incorporating the DISTRICT's comments. At the direction of the DISTRICT, the CONSULTANT shall also respond to comments by the Plaintiffs and revise the Report, if required.

The DISTRICT will provide a reference copy of the submitted FY24 report to the selected CONSULTANT; all ten of the reports will be available for review, at the request of the selected CONSULTANT.

The CONSULTANT shall prepare a draft presentation of the work performed for the annual Flow Model Update, Calibration and Output Test. Following review by the DISTRICT, the CONSULTANT shall prepare a final presentation incorporating the DISTRICT's comments. In the first two years of the contract, CONSULTANT shall present the summary presentation at two meetings annually – one to the Plaintiffs under the

Consent Decree (traditionally attended by the EPA and RWQCB), and one to the Defendants (DISTRICT and its Satellite agencies). If the DISTRICT utilized the first optional year, the CONSULTANT shall present similarly to the first two years. In the event the DISTRICT utilizes its second and third optional years under the contract, the CONSULTANT shall present the summary presentation in one meeting annually, which would include both Plaintiffs and Defendants.

TASK 7. OBTAIN GAUGE-ADJUSTED RADAR RAINFALL (GARR) DATA OR SIMILAR

The CONSULTANT shall review available rain gauge records and identify periods of significant rainfall during the wet season which will be used in the Flow Model calibration. The CONSULTANT shall either develop, or coordinate with a qualified sub-consultant to obtain, 15-minute interval spatially accurate precipitation data, such as GARR data or similar for all significant rainfall periods.

The data shall be provided in a geospatial environment including the following conditions:

- by 1 kilometer (km) x 1 km grid;
- by interceptor tributary area (ITAs) boundaries to be provided by DISTRICT; and
- by 25-acre boundary sets, to be provided by DISTRICT.

The CONSULTANT shall process the data to determine the precipitation which occurred in each ITA; this data will be used by the CONSULTANT for the annual Flow Model calibration.

For the FY25 model calibration, GARR data developed for November 2024 – April 2025 under the previous flow modeling contract will be provided by DISTRICT. The CONSULTANT shall be responsible for the development of GARR data between January and May of each effective year of the contract to use in the following Flow Model Update and Calibration effort.

The DISTRICT will provide qualified precipitation data from available point-precipitation data collection efforts one month following the data collection. For example, qualified data for November will be provided by the end of December and qualified data for December will be provided by the end of January. Qualified GARR data shall be available one month after the delivery of the qualified point precipitation data files.

TASK 8. PROJECT MANAGEMENT AND MEETINGS

The CONSULTANT shall:

- Prepare a project work plan document that includes project guidelines, contact information for all key players, and scope, schedule, and budget documents.

- Submit monthly invoices and progress reports that document work completed during the month, costs and percentage of work completed to-date by subtask, and any deviations from the approved budget and schedule.
- Conduct monthly conference calls between the CONSULTANT and the DISTRICT project manager(s), with additional participants as appropriate. CONSULTANT is responsible for providing meeting minutes within one week of holding a monthly call. Minutes, at a minimum, shall summarize key decisions and work assignments.
- Attend at least two project management meetings at the DISTRICT offices per year of Contract. Provide agendas and minutes of all meetings.
- Present a summary of findings of the annual Output Ratio determinations to appropriate parties, as determined by the DISTRICT. The FY25 presentation is tentatively scheduled for the second week of December 2025.
- Perform ongoing project management activities including monitoring budget and schedule, coordinating with the project team including sub-consultants, implementing quality control procedures, and maintaining electronic project files.

TASK 9. TRANSITION OF FLOW MODEL

The hydraulic model currently utilizes InfoSWMM, which is no longer supported. Following the completion of the FY25 Flow Model update and calibration efforts, the CONSULTANT shall prepare a technical memorandum for the DISTRICT recommending supported software into which to transition the Flow Model. The documentation shall include strengths and weaknesses of the recommended software relative to the existing software, as well as any adjustments that will be required to the existing Flow Model to accommodate the proposed software (for example, incorporation of overflow valves that are currently replicated using rating curves within InfoSWMM).

While both the hydraulic and the hydrologic engines have performed well for the ten iterations performed under the Consent Decree, neither engine is required to remain in their existing platforms of SWMM and PICS, respectively.

Following the DISTRICT'S review of the technical memorandum, the DISTRICT may elect to transition the Flow Model. If so, the CONSULTANT will be directed to perform the necessary steps to transition the Flow Model to the newly recommended environment prior to the next Flow Model calibration effort, starting in July 2026. At the DISTRICT'S discretion, the CONSULTANT may be required to run simulations in both the new environment and the original environment to demonstrate that the alteration does not result in a material change to the assessment of compliance with the Consent Decree. Additionally, the CONSULTANT may be required to demonstrate that future project compliance benchmark simulations provide consistent output to those from simulations performed during the Consent Decree negotiations. The future compliance benchmarks include:

1. Through FY2028, SAC WWF shall no longer discharge for the December 5, 1952 Storm;
2. Through FY2030, the Three-Year-Average Output Ratios for PI WWF and OAK are 18% and 31%, respectively;
3. Through FY2034, PI WWF shall no longer discharge for the December 5, 1952 Storm; and
4. Through FY2036, OAK WWF shall no longer discharge for the December 5, 1952 Storm.

TASK 10. SUPPORT FOR SATELLITE AGENCIES

The CONSULTANT shall be available to assist any Satellite agency at their request and at the Satellite agency's expense, to communicate on any topic and/or to perform analysis using the Flow Model (Consent Decree paragraph 28c and its subsections). The CONSULTANT shall notify the DISTRICT of communication occurring with a Satellite agency, if not initiated via the DISTRICT, and the DISTRICT may participate in any such communication at its discretion. If requested by a Satellite agency, the CONSULTANT shall provide both a schedule and cost estimate for work requested to both the Satellite and the DISTRICT. If directed to proceed by a Satellite following a review of schedule and budget, the CONSULTANT shall receive a Notice to Proceed from the DISTRICT. The DISTRICT will provide the Notice to Proceed following the deposit of necessary funds from a Satellite agency to the DISTRICT. If additional work or modification(s) to the scope of work are deemed necessary and Satellite agrees to fund the work AND the result is an increase in the total amount of work above that already authorized by the DISTRICT, the CONSULTANT shall request an increase in the amount of work authorized. The DISTRICT will provide the authorization following the review of available funds by the Satellite.

TASK 11. ADDITIONAL SERVICES

The CONSULTANT shall provide additional services not already identified in the tasks above, as requested by the DISTRICT. Services may include, but are not limited to, providing training to the DISTRICT staff on the hydrologic and hydraulic model, and supporting Consent Decree implementation and/or the DISTRICT's asset management and capital improvement programs. The DISTRICT will authorize the CONSULTANT to perform specific work in Notice(s) to Proceed issued pursuant to this agreement. Upon the request of the DISTRICT, the CONSULTANT will prepare a scope, budget and timeline for any agreed-upon services.

TASK 12. DISTRICT OPTION: SUPPORT FOR REVISED WORK PLAN

In the event that one or more of the WWFs do not meet either the benchmarks established in Paragraph 133.2 or are outside of the 10% allowance provided in Paragraph 125, a Performance Evaluation Plan (PEP) may be implemented following the

2029-2030 Output Testing efforts. The development of a PEP is outside the bounds of this agreement.

The EPA approved the PEP, which is available for review:

(<https://sfebaywwjntdef.egnyte.com/navigate/folder/bb682ad5-4dde-4a1d-b67a-bfeea7774659>). Paragraph 123 requires the review and proposed revisions to the PEP to be submitted at least 180 Days prior to the second Mid-Course Check-In (September 30, 2030). At the DISTRICT's discretion, the CONSULTANT may be asked to assist the DISTRICT in the review and revision of the PEP.

A placeholder for approximate hours will be utilized for this DISTRICT-optional task. In the event this task is implemented, the CONSULTANT will provide an estimate of labor necessary following a review of the specific scope proposed by the DISTRICT.

TASK 13. DISTRICT OPTION: INDEPENDENT REVIEW OF ADDITIONAL DATA

At the DISTRICT's discretion, the CONSULTANT will be required to review provided information regarding the regional wastewater collection system. The information may be temporal, such as data collected from flow meters, level sensors or pump run-time information. Additionally, the information may document other aspects of the regional collection system, such as system attributes (pipe material, age, diameter) and system connectivity (from maintenance hole to maintenance hole identification for pipes). The CONSULTANT, utilizing their expertise, shall review the provided information, as well as available information related to the physical constraints where the data was collected, and assess the accuracy of the available information as it relates to stated flows or flow pathways. The flow data provided will have captured the velocity and depth, while the consultant in charge of the flow metering task additionally determines the flow rates occurring at the metered location. The CONSULTANT will review the provided information to assess whether there is need to modify the flow rates based on an independent analysis of the scatterplots of the velocity/depth relationship and to revise upstream pathways to appropriately represent the actual collection area.

A placeholder for approximate hours will be utilized for this DISTRICT-optional task. In the event this task is implemented, the CONSULTANT will provide an estimate of labor necessary following an assessment of the scale of the information to be reviewed.

TASK 14. DISTRICT OPTION: SUPPORT FOR LAPSED WWF

A "Lapsed WWF" occurs after a compliance deadline for a WWF specified in Paragraph 16 has passed and the WWF is subsequently found to have an Output Ratio exceeding 0%, per Paragraph 134.4. In the event of a Lapsed WWF, the DISTRICT will have 365 days to determine what work would be necessary to return the Lapsed WWF's Output Ratio to 0%.

If a Lapsed WWF were to occur, the CONSULTANT shall incorporate appropriate information explaining the Lapse into the Flow Model to assist in the determination of

appropriate efforts to restore the Lapsed WWF’s Output Ratio to 0%. As some information collected may correspond to portions of the regional collection system, which is not explicitly modeled, the CONSULTANT may be required to separate localized system responses from those aggregated for the Flow Model. Additionally, the CONSULTANT shall support the development of the rehabilitation work required to correct the Lapsed WWF.

A placeholder for approximate hours will be utilized for this DISTRICT-optional task. In the event a Lapsed WWF occurs, the CONSULTANT will provide an estimate of labor necessary following a review of the degree of the Lapse and planned investigation efforts.

The CONSULTANT shall notify the DISTRICT as soon as it determines that a Lapsed WWF will occur. The CONSULTANT shall work with the DISTRICT to develop an appropriate review to determine the cause of and correction to the lapsed WWF.

Only SAC WWF has a compliance deadline (December 15, 2028), that falls within the maximum timeframe of this contract. As such, efforts outlined under this task may be required following the Output Ratio determination performed in December of 2028 and 2029.

E. DELIVERABLES / REPORTS

EVENT	DELIVERABLE
Task 1	Data requests; QA/QC data sets
Task 2	Model input files for yearly model calibration scenarios
Task 3	Technical Memorandum presenting summary calibration statistics and graphics of results for initial and final simulations, including a description of the scaling factors and operating rules
Task 4	Model input files for each year’s model calibration scenario; recommendations on formats for future data delivery
Task 5	Results of annual output test compared to projected discharges, and the resulting Output Ratios and volume ratios for both the calibrated and alternate modeled conditions
Task 6	Draft, Final, and (if necessary) Revised Final Flow Model Calibration and Output Test Reports; Draft and Final Flow Model Calibration and Output Test Presentation

Task 7	Procure GARR data; identify calibration periods; prepare GARR report and data files
Task 8	Project work plan; monthly invoices; progress reports; monthly conference call email summaries; agenda and minutes for project management meetings
Task 9	<p>Technical memorandum documenting the recommended and other available hydrologic and hydraulic modeling software, their strengths and weaknesses relative to the existing software including costs (purchase and on-going maintenance and support), plus necessary alterations to the existing Flow Model to accommodate the recommended software environment.</p> <p>If directed by the DISTRICT, Flow Model updated to the agreed upon software environment as well as demonstration of the updated Flow Model providing consistent determinations on discharge volumes as the existing Flow Model.</p>
Task 10	To be determined
Task 11	To be determined
Task 12	To be determined
Task 13	To be determined
Task 14	To be determined

II. CALENDAR OF EVENTS

This project is scheduled to start in July 2025 and will conclude in June 2027, with the possibility of up to three one-year contract extensions, as determined by the DISTRICT. The DISTRICT has established the following preliminary schedule for this procurement and selection process.

EVENT	DATE/LOCATION
RFP Issued	February 13, 2025
Deadline to Submit Questions	February 27, 2025
DISTRICT response to questions/ issue Addenda	March 6, 2025
Response Due	March 19, 2025, 4:00 p.m.
Interviews (if held)	Week of April 14, 2025
Anticipated Award of Contract	June 24, 2025
Anticipated Contract Start Date	July 16, 2025

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.

The identified workflow for this project is as follows:

DATE	EVENT
Required Tasks:	
July – December 2025	FY25 Flow Model Update, Calibration and Output Testing
November 2025 – April 2026	Development of GARR data for FY26
January – June 2026	Transition of Flow Model
July – December 2026	FY26 Flow Model Update, Calibration and Output Testing
November 2026 – April 2027	Development of GARR data for FY27
DISTRICT Optional Tasks:	
July – December 2027	FY27 Flow Model Update, Calibration and Output Testing
November 2027 – April 2028	Development of GARR data for FY28
July – December 2028	FY28 Flow Model Update, Calibration and Output Testing
November 2028 – April 2029	Development of GARR data for FY29
January – December 2029	Support for Lapsed WWF (SAC WWF)
July – December 2029	FY29 Flow Model Update, Calibration and Output Testing
November 2029 – April 2030	Development of GARR data for FY30
January – June 2030	Support for Lapsed WWF (SAC WWF)

The DISTRICT has prepared the following project schedule in order to meet Consent Decree deadlines. In the event that the DISTRICT utilizes any of its one-year options to extend the work under this project, the schedule for subsequent years shall adhere to similar schedule performance.

DATE	DELIVERABLE
July 15, 2025	FY25 Satellites information provided to CONSULTANT for Flow Model Calibration
September 30, 2025	FY25 Annual Flow Model Calibration Completed
Prior to October 15, 2025	FY25 Annual Flow Model Calibration and Output Test Report – Draft Due
November 21, 2025	FY25 Annual Flow Model Calibration and Output Test Report – comments to draft provided by DISTRICT
December 4, 2025	FY25 Annual Flow Model Calibration and Output Test Report – Final Due
July 15, 2026	FY26 Satellites information provided for Flow Model Calibration
September 30, 2026	FY26 Annual Flow Model Calibration Completed
Prior to October 15, 2026	FY26 Annual Flow Model Calibration and Output Test Report – Draft
November 20, 2026	FY26 Annual Flow Model Calibration and Output Test Report – comments to draft provided by DISTRICT
December 3, 2026	FY26 Annual Flow Model Calibration and Output Test Report – Final Due

Note: All dates are subject to change by the DISTRICT

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
A.	<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</p>

	mitigation of schedule risks which the PROPOSER believes may adversely affect any portion of the DISTRICT’s schedule.
B.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
C.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted PROPOSERS and the score for reference checks is not included in the preliminary short list score.</p>
D.	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the PROPOSERS and specific questions regarding the specific RFP response.</p>
E.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the PROPOSER demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the PROPOSER identified pertinent issues and potential problems related to the project? 3. Has the PROPOSER demonstrated that it understands the deliverables the DISTRICT expects it to provide? 4. Has the PROPOSER demonstrated that it understands the DISTRICT’s schedule and can meet it?
F.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Is the methodology compatible with the DISTRICT’s time schedule?

<p>G.</p>	<p>Contract Equity Program: PROPOSER shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-PROPOSER Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>
<p>H.</p>	<p>Cost: The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each PROPOSER's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the PROPOSER's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the DISTRICT to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the DISTRICT cannot afford.</p>

C. PRICING

1. Prices quoted shall be firm for the first twenty-four (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.
5. Prevailing Wages:

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

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

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

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

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

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

Protests must be in writing and must be received no later than seven (7) workdays 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, 1010 Franklin St., 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 workday 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 workdays 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. WARRANTY

1. PROPOSER expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Proposal will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures, and other representations, depictions, or models, and will be free from defects, of merchantable quality, good material, and workmanship. PROPOSER expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance, payment, or contract termination for any reason, by the DISTRICT. PROPOSER warrants that all work and services furnished hereunder shall be guaranteed for a period of 2 years from the date of acceptance by the DISTRICT.

F. 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.
2. The DISTRICT will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, DISTRICT purchase order number, invoice number, remit to address, and itemized services description.
4. The DISTRICT will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

G. LIQUIDATED DAMAGES

1. For each day CONSULTANT fails to submit any Consent Decree required deliverables listed in this *Section II - Calendar of Events*, a deduction for liquidated damages may be assessed, as follows:

Period of Noncompliance	Penalty per deliverable (per day)
1 – 15 Days	\$100
16 – 30 Days	\$300

Period of Noncompliance	Penalty per deliverable (per day)
31 – 60 Days	\$500
More than 60 Days	\$2,000

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:

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

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. No hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to Christopher.Dinsmore@ebmud.com. The DISTRICT’s email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails.

PROPOSERS are solely responsible for ensuring timely delivery of the proposals. The DISTRICT shall not be responsible for any issues related to transfer of files through email. You may call at (510)287-0533 to check receipt of the proposal. Late responses will not be accepted.

2. All costs required for the preparation and submission of an RFP response shall be borne by the PROPOSER.
3. 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.
4. 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.
5. 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.
6. It is understood that the DISTRICT reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

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

D. 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 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 Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of PROPOSER's and DISTRICT personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the DISTRICT; (2) explain any special resources or approaches that make the services of the PROPOSER particularly advantageous to the DISTRICT; and (3) identify any limitations or restrictions of the PROPOSER in providing the services that the DISTRICT should be aware of in evaluating its RFP response to this RFP.
4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the

specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

5. **PROPOSER Information and Acceptance:** PROPOSERS must use the template in the “PROPOSER Information and Acceptance” section of this Exhibit A – RFP Response Packet to provide PROPOSER information and acknowledgment and acceptance of all addenda related to this RFP.
6. **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.
7. **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.
8. **Exceptions, Clarifications, Amendments:**
 - a. PROPOSERS must use the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet to call 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.

- b. THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

9. **Contract Equity Program:** 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.



EXHIBIT A- RFP RESPONSE PACKET
RFP For – HYDRAULIC MODEL AND CALIBRATION (INF 013)

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

From: _____
(Official Name of PROPOSER)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS”**
 - **EXHIBIT B- INSURANCE REQUIREMENTS**
 - **EXHIBIT D- IRAN CONTRACTING ACT CERTIFICATION**

- **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.**

- **PROPOSERS 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: _____

Does PROPOSER or any employee/representative/service provider have any relatives currently employed with EBMUD? (This does not impact award of a qualified proposal; required reporting purposes only.)

YES NO

If so, please list :

CONTRACTOR OR CONTRACTOR EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____

PROPOSAL FORM

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

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

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

DESCRIPTION	COST
FY25 (Contract Year 1) and FY 26 (Contract Year 2) Required Tasks	
Task 1 Obtain and Process Flow, Level, and Rainfall Data	\$
Task 2 Update Flow Model	\$
Task 3 Perform Continuous Stimulations	\$
Task 4 Calibrate Flow Model and Operational Parameters	\$
Task 5 Compute WWF Output Ratios	\$
Task 6 Prepare Annual Flow Model Calibration and Output Test Report	\$
Task 7 Obtain Gauge-Adjusted Radar Rainfall (GARR) Data or Similar	\$
Task 8 Project Management and Meetings	\$
Task 9. Transition of Flow Model	
Total Costs (FY25 and FY26 Required Tasks)	\$
<i>Additional Tasks (Not Used for Calculating Total Cost)</i>	
Task 10 Support for Satellite Agencies	\$ TBD
Task 11 Additional Services	\$ TBD
<i>DISTRICT Option Tasks (Not Used for Calculating Total Cost)</i>	
Task 12 DISTRICT Option: Support for Revised Work Plan	\$ TBD
Task 13 DISTRICT Option: Independent Review of Additional Data	\$ TBD
Task 14. DISTRICT Option: Support for Lapsed WWF	\$ TBD

PROPOSER shall provide via a separate table documenting the costs for each required task on the previous table. Costs provided shall be for work performed during the initial two years of the contract

period. Information provided in the table shall include, at a minimum, the title of staff (Subject Matter Expert - Senior Engineer, Principle-in-Charge, Technical Editor, etc.) working on the task, the number of hours by each listed staff classification, the total cost per task by each listed staff classification, and a total cost per task.



REFERENCES
RFP for Inflow Investigations Services (INF 013)

PROPOSER Name: _____

PROPOSER must provide a minimum of 3 references.

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

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

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

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

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



REFERENCES
RFP for Inflow Investigations Services (INF 013)

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:				
	Individual & Firm	Discipline(s) of Expertise	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 SUMMARY

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

Project #1 Name:

Key Personnel Name:

Project Description:

Year Prepared:

Location of Project:

Contract Fee:

Reference Name:

Reference Email:

Reference Phone:

EBMUD
Use Only

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

Project #2 Name:

Key Personnel Name:

Project Description:

Year Prepared:

Location of Project:

Contract Fee:

Reference Name:

Reference Email:

Reference Phone:

EBMUD
Use Only

*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 downloaded from the DISTRICT website at the following link:
<https://www.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

CONTRACTOR/COMPANY NAME: _____

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 BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are 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 by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance 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.

- F. 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.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. 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.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. 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, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to 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 or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. 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.

- R. 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 to 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(s) if the claim(s) is likely to involve the DISTRICT.
- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. 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.
- U. 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 Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

I. 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. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/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.
- C. If CONTRACTOR 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.
- D. 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 "E."
- E. 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, Officer, or Risk Manager, 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/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

II. 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 and be as broad as Insurance Services Office (ISO) form CG 00 01.
- 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 contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. 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 contractor/subcontractor on CONTRACTOR’s behalf.
- H. 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.”
- I. 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).
- J. 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.
- K. 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. Coverage for the Additional Insureds

must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto 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. 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
- D. 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”).

- E. 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.
- F. 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 contractor’s/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.
- G. 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.
- H. 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, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

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

- 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: Professional Liability Insurance with minimum limits as follows:

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

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 reporting period for a minimum of three (3) years after completion of the Services.

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability 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/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager’s Signature: _____

V. 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 reporting period for a minimum of three (3) years after completion of the Services.
- F. Insurance written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR under this Agreement.

Verification of Pollution Liability Insurance Coverage

As the CONTRACTOR’S Insurance Broker/Agent, Officer, or Risk Manager, 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 Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

VI. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:
- 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. 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.
- D. 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, and shall be at least as broad as coverage required of the underlying policies required herein.
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. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 3. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by contractor/subcontractor on CONTRACTOR's behalf.
 4. 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."
 5. 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.
 6. 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.

7. 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.
8. 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).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____



EXHIBIT C- SAMPLE PROFESSIONAL SERVICES AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
HYDRAULIC MODEL AND CALIBRATION (INF 013)**

THIS Agreement is made and entered into this _____ day of *(month)*, 202_, 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 *hydraulic and hydrologic modeling calibration, development and associated tasks*; and

WHEREAS, **CONSULTANT** has submitted a proposal to provide consulting services for *modeling support services* for the **HYDRAULIC MODEL AND CALIBRATION (INF 013)** 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 _____;

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

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. 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 engineering profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.3. 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.
- 1.4. 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 subcontractors 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 subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. 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.
- 1.6. 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.

- 1.7. 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 CONSULTANT for accomplishing the results.
- 1.8. 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.
- 1.9. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither 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.

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

ARTICLE 4 - TERMINATION

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

(Optional)

- 4.3. This Agreement may be terminated by CONTRACTOR upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of CONTRACTOR.

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 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's designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager. (***The following sentence is optional.***) CONTRACTOR

hereby commits an average of *(1 to 100)* percent of *(CONTRACTOR Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

(insert consulting firm's name)

(insert address)

Attention: *(insert 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
Oakland, CA 94623-1055
Email: (Project Manager's email)

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. 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. 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 Agreement, 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 Agreement or any part. Any 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 DISTRICT under this Agreement.

ARTICLE 10 - TERM

Unless terminated pursuant to ARTICLE 4 - TERMINATION 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: _____

*Amit Mutsuddy,
Director of Wastewater*

Date _____

Approved As To Form

By: _____

for the Office of General Counsel

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

By: _____

*(Name),
(Title)*

Date _____

Rev. 3/5/2024

EXHIBIT A-SCOPE OF SERVICES

East Bay Municipal Utility District HYDRAULIC MODEL AND CALIBRATION (INF 013)

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- COMPENSATION

East Bay Municipal Utility District HYDRAULIC MODEL AND CALIBRATION (INF 013)

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 Cost Ceiling. CONSULTANT certifies that the cost and pricing information used herein are complete, current and accurate. CONSULTANT acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONSULTANT services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs. Costs to be paid comprise the following:

2.1. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the hourly rate for the employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor rates shall be based on a normal 8-hour day, 40-hour week.

2.2. Indirect Costs

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of DISTRICT's service area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking. (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/ FAX

charges.

- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subcontractor Services

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

2.4. Other Direct Costs

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

2.4.1. Automobile expenses at *(insert rate)* cents per mile when CONSULTANT is required to travel outside of DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.

2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:

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

- Rental cars are intermediate or compact class only.

2.5. Budget Amounts

<u>Contracted Services</u>	<u>Optional Services</u>	<u>Maximum Cost Ceiling</u>
\$(dollars)	\$(dollars)	\$(dollars)

**** (Maximum Cost Ceiling is the sum of Contracted and Optional Services.)***

The Maximum Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as EXHIBIT B-1 – Cost Distribution and EXHIBIT B-2 – Labor Distribution* Costs described above, comprising Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6. Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in EXHIBIT A – Scope of Services. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (0.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subcontractor(s) and outside service(s) shall be attached. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

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

2.7. Budget Status Reports

For the duration of this Agreement, CONSULTANT shall provide DISTRICT with (*“bi-weekly” or “monthly” depending on duration of project*) budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subcontractor time sheets up to a date within 3 weeks of the date of the budget status report.

SAMPLE

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

EXHIBIT B-1 – Cost Distribution

**East Bay Municipal Utility District
HYDRAULIC MODEL AND CALIBRATION (INF 013)**

	CONTRACTOR						Subcontractors**						Total
	Direct Labor				Indirect Costs	ODCs*	Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer		
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total			(***)	(***)	Total Cost	(***)	(***)	Total Cost	
I. Contracted Services													
Task 1.1:													
Task 1.2:													
Task 2.1:													
Task 2.2:													
Subtotal I.													
II. Optional Services													
Task 3:													
Task 4:													
Subtotal II.													
TOTAL of Subtotals I. & II													

* ODCs = Other Direct Costs.

** Includes any prime contractor markup in subcontractor hourly rates.

*** *Insert hourly rate.*

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

EXHIBIT B-2 – Labor Distribution*

**East Bay Municipal Utility District
HYDRAULIC MODEL AND CALIBRATION (INF 013)**

	CONSULTANT				Subcontractors***						Total
					Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal	
I. Contracted Services											
Task 1.1:											
Task 1.2:											
Task 2.1:											
Task 2.2:											
Subtotal I.											
II. Optional Services											
Task 3:											
Task 4:											
Subtotal II.											
TOTAL											

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

EXHIBIT C- INSURANCE REQUIREMENTS

Note: Provided As Exhibit B of RFP

SAMPLE

EXHIBIT D- CEP COMPLIANCE

Note: Exhibit is created by DISTRICT based on completed forms submitted by PROPOSER as part of the bid (see page A-11 of the RFP)

SAMPLE

CEP COMPLIANCE

**East Bay Municipal Utility District
HYDRAULIC MODEL AND CALIBRATION (INF 013)**

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

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

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



EXHIBIT D- IRAN CONTRACTING ACT CERTIFICATION

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.*