

REQUEST FOR PROPOSAL (RFP) for Nutrients Master Plan Update

ADDENDA

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

CONTACT

Maxwell Armenta, Associate Civil Engineer
(510) 287-1077
Maxwell.Armenta@ebmud.com

RESPONSE DUE

April 25, 2025
12:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Maxwell Armenta, EBMUD
Maxwell.Armenta@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Nutrients Master Plan Update

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of this RFP to describe professional engineering consulting services needed for a Nutrients Master Plan Update (Project) to complete an alternatives analysis and to help identify a recommended nutrients watershed permit compliance pathway with an implementation schedule that outlines all necessary and potential capital project costs.

The East Bay Municipal Utility District (District) is one of the main dischargers to the San Francisco Bay. In July 2024, the San Francisco Bay Regional Water Quality Control Board adopted Order R2-2024-0013 (Nutrients Watershed Permit), which requires the District's Main Wastewater Treatment Plant (MWWTP) to comply with a final effluent total inorganic nitrogen (TIN) loading limitation of 3,300 kilograms average per day during the dry season (May 1 through September 30). This project will provide a roadmap for the District to best comply with final effluent limitations specified by the Nutrients Watershed Permit.

The District will complete the following tasks; flow and loading projections, model calibration and validation, existing secondary treatment system capacity assessment, existing secondary treatment system condition assessment) and the selected Proposer(s) will support the alternatives analysis and roadmap development tasks. Refer to Exhibit G for Project objectives and a preliminary scope of services.

The District intends to award an 18-month contract to the Proposer(s) who best meets the District's requirements. The District has a budget of \$0.7 million to \$1.0 million for the professional services contract.

The selected Proposer(s) (consultant) duties and services under this agreement shall not include preparing or assisting the District with any request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract. The District shall at all times retain responsibility for public contracting, including any subsequent phase of this project. The consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The consultant shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by consultant pursuant to this agreement.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications
 - a. Proposer, Proposer’s principal, or Proposer’s staff shall have been regularly engaged in the business of providing civil engineering services in the wastewater field for at least five (5) years.
 - b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
 - c. Proposer shall have an office in Northern California.

C. SPECIFIC REQUIREMENTS

1. The person in charge of all technical memorandum(s) and report(s) is required to be a Professional Civil Engineer in the State of California. This person is mandated to have a current and valid license when performing and finalizing civil engineering work.
2. All professional engineers in charge of technical work are required to have a minimum of five (5) years professional experience. This requirement extends to any responsible mechanical, structural, and/or electrical engineers included in the Consultant’s Project team organization chart.
3. **RFP Response Page Count:** The following sections must be twenty-five (25) pages or less in total. Proposers may use 8.5” by 11” pages or 11” by 17” pages. Each 11” by 17” page shall count as two (2) pages and each 8.5” by 11” pages shall count at one (1) page. For example, a proposal communicating the following sections with twenty (20) 8.5” by 11” pages and three (3) 11” by 17” pages in total would count as 26 pages (20 x 1 + 3 x 2 = 26) and would exceed the maximum page limit. Each section is subject to the following limits (NOTE: the maximum page limits shown below do not add up to the total page limit. This is intentional to allow flexibility for the proposal but provide similar structure between proposals.):

<u>Section Title</u>	<u>Section Page Limit</u>
Letter of Transmittal	2
Firm Experience and Qualifications	2
Project Team Organization Chart and Key Team Member Availability	4
Key Team Member Experience	8
Project Approach	14

Additional sections are included in “Exhibit A - Required Documentation and Submittals”; these sections are **not** included in the twenty-five (25) page limit. Section covers/dividers shall not be included in the page limit unless content other than the section title and page number is included on the cover/divider page.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	Thursday, February 27, 2025
Pre-Proposal Conference and Site Walk (Optional)	<u>Conference (Hybrid*):</u> March 6 @ 10:00 am PST * In addition to the in-person location, a Microsoft Teams link will be provided on request.
	<u>Location:</u> MWWTP Laboratory Library 2020 Wake Ave. Oakland, CA 94607
	<u>Site Walk (In Person Only):</u> March 6 @ 11:00 am PST
	<u>Location:</u> MWWTP 2020 Wake Ave. Oakland, CA 94607
Deadline for Proposers to Submit* Questions and Clarifications to District	Thursday, March 13 @ 12:00 pm PST * Questions may be submitted electronically via email to Maxwell.Armenta@ebmud.com
Addendum (if necessary)	Thursday, March 20 @ 12:00 pm PST
Response Due	Friday, April 25, 2025 by 12:00 p.m. PST
Interviews	May 5, 2025 through May 9, 2025
Anticipated Contract Start Date	Tuesday, September 2, 2025
Alternatives Analysis Completion	August 2026
Project Completion	December 2026

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.

A. OPTIONAL PRE-PROPOSAL CONFERENCE AND SITE WALK

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

1. Allow the District to discuss the scope of the project.

2. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
3. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the Pre-Proposal conference and site walk. Proposers will have the opportunity to request District staff to capture relevant photos during the site walk. Photos captured during the site walk will only be shared with Proposers that have signed a Photo Agreement form, which will be made available to all in-personal attendees during the Optional Pre-Proposal Conference and Site Walk.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by a Selection Committee and will be scored and ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
2. The Selection Committee will recommend award to the Proposer that, 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 level of effort.
3. The District reserves the right to award to a single or to multiple Proposers, depending on 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 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. Proposers should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in level of effort, 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 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><u>Expertise: Firm Experience and Qualifications (5 points)</u> RFP responses will be evaluated against the questions below:</p> <ol style="list-style-type: none"> 1. Does the firm have sufficient experience in nutrient removal planning, design, and construction to leverage expertise as needed for this project? (e.g., clear list or graphic showing firm-wide experience in planning, design, and construction – denoting each distinctly). 2. Does the firm have a comprehensive list of recent qualifications? (experience within the last 5 to 10 years preferred) 3. Is the firm’s list of recent qualifications relevant (e.g., modifications to allow an existing high purity oxygen activated sludge (HPOAS) system to achieve nitrogen removal limits, modification to existing biological oxygen demand (BOD) only removal plants for nitrogen removal, nitrogen removal planning and design projects, experience with seasonal nitrogen removal solutions)?
B.	<p><u>Expertise: Key Team Member Experience, Qualifications, and References (15 points)</u> RFP responses will be evaluated against the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar and/or relevant projects? 2. How did references rate their satisfaction of key team members on previous project work? 3. Do project team members have the knowledge, experience, and expertise that align with key aspects of this project? 4. Do key team members have desirable communication and technical skills to maximize value to the District and success of the project?

<p>C.</p>	<p><u>Delivery:</u> Project Team Organization Chart and Key Team Member Availability (5 points)</p> <p>RFP responses will be evaluated against the questions below:</p> <ol style="list-style-type: none"> 1. Is the Project Team Organization Chart logical? 2. Is the Project Team the right size for completing this project effectively and efficiently? 3. Is the availability of Key Team Members sufficient for successful project delivery and to achieve objectives? 4. Is the availability of Key Team Members realistic? Does availability align with the proposed schedule and support completion of milestones?
<p>D.</p>	<p><u>Delivery:</u> Project Schedule (5 points)</p> <p>An evaluation will be made based on the likelihood that the Proposer’s schedule is realistic and will meet the District’s schedule. Higher scoring will be given to Proposers that demonstrate planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule.</p>
<p>E.</p>	<p><u>Value:</u> Project Approach (15 points)</p> <p>RFP responses will be evaluated against the questions below:</p> <ol style="list-style-type: none"> 1. Does the approach match and contribute to achieving the project purpose and objectives? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer provided an approach that best meets the District’s schedule requirements while balancing completeness and cost? 4. Does the approach achieve active stakeholder engagement and maximize the likelihood of quality decision making by the District? 5. Is the approach likely to provide an adaptive roadmap that delivers the best compliance pathway for the District and ratepayers?
<p>F.</p>	<p><u>Value:</u> Level of Effort (5 points)</p> <p>An evaluation will be based on the Proposer’s estimated level of effort to complete their proposed approach and scope of work. Higher scoring will be given to Proposers with more efficient project delivery as indicated by the estimated level of effort.</p> <p>Consideration of the level of effort in terms of overall affordability may be considered as controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a level of effort that the District finds excessive.</p>

<p>G.</p>	<p><u>Demonstration of Work: Quality of Proposal Organization, Format, and Completeness (5 points)</u> The Proposal will be evaluated as an example of the firm’s demonstration of attention to detail, technical competency, and communication abilities. Points will be assigned based on the quality of the proposal’s organization, formatting, grammar, and completeness.</p>
<p>H.</p>	<p>Oral Presentation and Interview (40 points) The District will select the top 2 or 3 proposals for an oral presentation and interview. Oral presentations will provide each Proposer an opportunity to demonstrate their ability to effectively communicate key ideas within a fixed period of time. Interviews will allow the District to evaluate Proposers in more detail before making a final decision. The project team will be evaluated based on their demonstration of their project understanding, individual and team expertise, interactions between team members, and interactions with the District’s interview panel.</p>
<p>I.</p>	<p>Contract Equity Program (5 points) Proposer shall be eligible for small business entity (SBE) or disadvantaged/veteran business entity (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 up to an additional 5 points to their total score.</p>

c. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer being recommended for contract negotiations and 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 Wastewater, Mailstop 702, 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 for this RFP shall be forwarded immediately to the Manager of Wastewater.

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

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

D. INVOICING

1. Details on invoicing are included in the attachments.
2. Following the Districts acceptance and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
3. The District will notify the Consultant of any invoice adjustments required.
4. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
5. The District will pay the Consultant in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING THE RFP:

Attn: Maxwell Armenta, Associate Civil Engineer
EBMUD Wastewater Engineering Division
E-Mail: Maxwell.Armenta@ebmud.com
PHONE: (510) 287-1077

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Maxwell Armenta, Associate Civil Engineer
EBMUD Wastewater Engineering Division
E-Mail: Maxwell.Armenta@ebmud.com
PHONE: (510) 287-1077

B. SUBMITTAL OF RFP RESPONSE

1. At this time, 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. RFP response shall be emailed to: **Maxwell.Armenta@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) 287-1077 to check receipt of the proposal.
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. 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, D, E, or F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP for Nutrients Master Plan Update

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 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 proposed work.
7. Patent indemnity: 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 - LABOR HOUR ESTIMATES

A detailed labor hour estimate breakdown shall be provided for each proposed task. The Proposer may use the table provided below as a template for the labor hours estimate. At a minimum, the Proposer shall submit all estimated labor hours, including breakdowns for subconsultant(s), as applicable.

The estimated labor hours presented in the proposal will provide a basis for contract negotiations with the selected Proposer(s). The selected consultant for negotiations shall submit their cost associated with the estimated level of effort presented in the proposal within 2 business days following a request by the District.

RFP responses that do not comply with breakdown requirements may be subject to rejection in total.

Values shown in the template table below are for demonstration purposes only. The values included are not intended to suggest expectations or requirements for project management labor hours.

Task	Consultant Labor Hours				Subconsultant 1 Labor Hours (add as needed)			Total Labor Hours
	PM	SME	(add as needed)	Total Labor Hours	Sub 1 PM	Sub 1 SME	Subconsultant Total Labor Hours	
<i>Task 1</i>	80	20		100	0	0	0	100
<i>Task 2</i>	20	60	120	200	0	0	0	200
<i>Task 3</i>	40	60	300	400	50	50	100	500
<i>Task 4</i>	40	40	70	150	0	0	0	150
...								
...								
...								
<i>Task 5 (Optional)</i>	20	0	0	20	0	80	80	100
Total w/o Optional Tasks	180	180	490	850	50	50	100	950
Total with Optional Tasks	200	180	490	870	50	130	180	1,050



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. **Proposal Cover:** Provide a single page cover for the RFP response. The proposal cover shall include the Proposer(s) name, the proposal completion or submission date, and the project name (Nutrients Master Plan Update). *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*
2. **Table of Contents:** Provide a table of contents for all Required Documentation and Submittals in the RFP response. The table should be organized and concise. *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*
3. **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.
4. **Firm Experience and Qualifications:** RFP response shall include a list of relevant firm experience and qualifications. Any experience included in this list must denote whether the project is categorized as “planning,” “design,” or “construction.” The Proposer may use additional categories as appropriate. Experiences should be presented in a clear manner. Any misleading or incorrect representation of firm experience may result in a deduction of points or disqualification. Proposers shall highlight recent (within the past 10 years) and relevant experiences to demonstrate qualifications. The Proposer shall clearly note the year of each highlighted experience. The Proposer shall concisely explain the relevancy of each highlighted experience.
5. **Project Team Organization Chart and Key Team Member Availability:** This section shall show the Project Team Organization Chart. Key Team Member availability must be quantified. Availability shown as a percentage shall assume a 40-hour work week. Availability may be specified on average throughout the project schedule or as a breakdown depending on the task/phase of the project. The District expects availability to realistically reflect the hours that will be invoiced for key personnel on the project.
6. **Key Team Member Experience:** RFP response shall include a complete list of all key personnel associated with the RFP. The Proposer shall communicate Key Team Member Experience using this section. The Proposer should demonstrate how Key Team Member Experience meets or exceeds minimum requirements. The Proposer should demonstrate how Key Team Member

Experience is relevant to the District and valuable to addressing this project's objectives. The following information shall be included at a minimum:

- (1) Years of employment at Proposer's firm
- (2) Years of relevant experience
- (3) Discipline/role/expertise
- (4) Applicable certifications/licenses (e.g., professional engineer license(s))
- (5) Three (3) to five (5) reference projects. Reference projects will be evaluated based on their relevance to the project objectives in this RFP.

A resume and "reference" sheet (template included in Exhibit A – RFP Response packet) must be included for each Key Team Member. These sections are described below under items 11 (Resumes) and 12 (References)

7. **Project Approach:** The RFP response shall communicate the Proposer's approach to achieve the District's objectives for this project. The Proposer is encouraged to reference the District's project objectives and preliminary scope of work (Exhibit F) when considering their approach. The District has communicated the "intent" for each task in the preliminary scope of work, which provides insight into the activities and results that are currently perceived as necessary and/or valuable to the District. The Project Approach should highlight aspects that add value to the District. The Project Approach may be organized and written to highlight innovations that enhance this project. The Project Approach should highlight proposed changes to the District's preliminary scope of work. The Project Approach must explain phasing and methodology for all tasks included in the project, highlighting key workshops or deliverables as appropriate. The Project Approach should explain how project management, planning, and technical tasks will be completed. The explanation should demonstrate the Proposer's expertise in biological nutrient removal, alternatives analysis and master planning, and nutrient removal project implementation (e.g., ability to accurately estimate piloting, design, and construction schedules and costs).
8. **Schedule:** The RFP response shall include a project schedule. The schedule shall indicate how the Proposer will ensure adherence to the timetables for meetings, workshops, and deliverables. The schedule shall be presented using single sided 11" x 17" page(s). The Proposer may use as many pages as necessary to communicate the schedule. The District expects the schedule to be prepared using software such as Microsoft Project or similar. The Schedule shall not include graphics or annotations intended to communicate extraneous information that is not directly related to the project schedule. *This section shall not be included in the page count in the RFP "Statement of Work Specific Requirements" (Section I.C).*
9. **Scope of Work:** The RFP response shall include a proposed scope of work to accompany the project approach. The Proposer's level of effort (and eventual fee) shall be based on this proposed scope of work. *This section shall not be included in the page count in the RFP "Statement of Work Specific Requirements" (Section I.C).*

10. **Labor Estimates:** The RFP response shall include a proposed estimate of labor for this project. The Proposer shall include minimum information specified in the “Proposal Form – Labor Estimates” requirements within Exhibit A. *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*
11. **Resumes:** A resume for each key personnel associated with the RFP shall be provided for the District to evaluate qualifications of key team members. Resumes shall be a maximum of two (2) 8.5” by 11” pages per person and include the following:
- (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person’s telephone number, fax number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits.

This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).

12. **References:** Three (3) to five (5) references MUST be included for the relevant experiences listed for each person. References may be common between key personnel if a relevant experience applies to multiple persons, assuming the reference is able to provide feedback for each person’s performance on the listed relevant experience. For example, if three team members worked on the same project, then a single reference could count as one reference for each person and be included in each Key Team Member’s reference sheet. A template for reference information is included in Exhibit A - RFP Response Packet for firms to provide reference information.
- (a) Proposers must use the template titled “REFERENCES” in this Exhibit A – RFP Response Packet to provide references.
 - (b) Proposer must include each key personnel name and experience in the “Services Provided / Date(s) of Service” so the District may easily identify which references are associated with each personnel/experience.
 - (c) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (d) 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.

- (e) *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*

13. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
- (c) *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*

14. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.
- (b) *This section shall not be included in the page count in the RFP “Statement of Work Specific Requirements” (Section I.C).*



REFERENCES
RFP for Nutrients Master Plan Update

Proposer Name: _____

Key Team Member Name: _____

Proposer must provide a minimum of 3 references per Key Team Member.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Nutrients Master Plan Update

Proposer Name: _____

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

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

The CEP guidelines and forms can be 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 proposals but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the PROPOSER (or CONTRACTOR) 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. 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

PROFESSIONAL SERVICES AGREEMENT
(DRAFT)

Note: Exhibit C is provided as a sample template for reference only.

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**
Nutrients Master Plan Update

THIS Agreement is made and entered into this _____ day of (*month*), 2025, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called "DISTRICT," and (*CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.]*), hereinafter called "CONSULTANT."

WITNESSETH

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

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

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for *preparation of planning documents* for the *Nutrients Master Plan Update* 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 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 Scope of Services.
- 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 subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.

- 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 consultant 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, 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 the Compensation section, 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

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 the Scope of Services section with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until the Notice to Proceed is issued.

(Following paragraph only included if scope of services includes Optional Services.)

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

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 CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of CONSULTANT.

ARTICLE 5 -PROJECT MANAGERS

- 5.1. DISTRICT designates *Maxwell Armenta* 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 (*insert 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 subconsultant shall be subject to approval by the DISTRICT Project Manager. CONSULTANT hereby

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

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification

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

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

7.2. Insurance Requirements

Insurance Requirements are as stated in the Insurance Requirements section.

ARTICLE 8 - NOTICES

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

(CONSULTANT firm's name)

(Address)

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

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

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

Director of Wastewater Department
P.O. Box 24055
Oakland, CA 94623-1055
Email: Maxwell.Armenta@ebmud.com

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 consultants and subconsultants 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: _____
(Name),
(Title)

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____
(Name),
(Title)

Date _____

SCOPE OF SERVICES

SCOPE OF SERVICES

East Bay Municipal Utility District
Nutrients Master Plan Update

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)

COMPENSATION

COMPENSATION

East Bay Municipal Utility District *Nutrients Master Plan Update*

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

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, 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, Subconsultant 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. Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel outside of 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)

The Maximum Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Cost Distribution and Labor Distribution* Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant 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, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in the Scope of Services section. 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 subconsultant(s) and outside service(s) shall be attached.

DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subconsultant 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 **monthly** budget status reports that include, in tabular or graphical format, for each report period: (1) the original cumulative projected cash flows for the duration of the project (prepared at the start of the project), (2) the actual cash flows for the work completed to date, (3) the current projected cash flows to complete the project, and (4) the earned value (the amount of work actually completed to date compared to the budget expended). Current projected cash flows shall be based on all CONSULTANT and subconsultant time sheets up to a date within 3 weeks of the date of the budget status report.

Cost Distribution

East Bay Municipal Utility District *Nutrients Master Plan Update*

	CONSULTANT						Subconsultants**						Total	
	Direct Labor				Indirect Costs	ODCs*	Subconsultant # 1			Subconsultant # 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 consultant markup in subconsultant hourly rates.

*** *Insert hourly rate.*

Labor Distribution*

**East Bay Municipal Utility District
Nutrients Master Plan Update**

	CONSULTANT				Subconsultants***						Total
					Subconsultant # 1			Subconsultant # 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 Consultant and subconsultant hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.*

INSURANCE REQUIREMENTS

NOTE: See Exhibit B for Insurance Requirements.

CEP COMPLIANCE

Complete Form P-025 as required per the District's Contract Equity Program and Equal Employment Opportunity Guidelines.

CEP COMPLIANCE

**East Bay Municipal Utility District
*Nutrients Master Plan Update***

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

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

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



EXHIBIT D 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.*



EXHIBIT E

INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit F for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit F may be released in response to a CA PRA request.

If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT E to the title and/or filename.

EXHIBIT F
PROJECT OBJECTIVES AND
PRELIMINARY SCOPE OF WORK

BACKGROUND

The District is one of multiple major dischargers to the San Francisco Bay. In July 2024, the San Francisco Bay Regional Water Quality Control Board adopted Order R2-2024-0013 (Nutrients Watershed Permit), which requires the District's Main Wastewater Treatment Plant (MWWTP) to comply with a final effluent total inorganic nitrogen (TIN) loading limitation of 3,300 kilograms per day, on average, during the dry season (May 1 through September 30). This project will provide a roadmap for the District to best achieve compliance with final effluent limitations.

The District has publicly communicated goals to achieve full-scale nitrogen removal in the existing MWWTP High-Purity Oxygen Activated Sludge Process (HPOAS). In 2022, Issue 4 of the California Water Environment Association's CleanWater Magazine, the District presented TIN removals between 40 and 70 percent for flows up to 5 million gallons per day (mgd) through two HPOAS reactors and three secondary clarifiers (25 percent of the secondary treatment system). Full-scale testing of nitrogen removal in the HPOAS process has continued in 2023 and 2024, and in the May/June 2024 Customer Pipeline the District announced that "the results of our biological nitrogen removal (BNR) process have been extraordinary. By the end of next year, we expect to reduce nitrogen levels in our wastewater discharge by up to 65 percent." Recent presentations to the District Board of Directors in August and November of 2024 summarized an update on the District's nutrient reduction strategy:

- In 2026 the pilot will be expanded to full-scale BNR conversion.
- The District anticipates that full capacity of the BNR system is needed for TIN limits.
- The District has a \$200 million project for addition of two new reactor decks to prepare for new nutrient regulations.

The District will complete flow and loading projections, process model calibration and validation, secondary treatment condition assessment, and existing secondary treatment capacity assessment prior to work completed with a selected Consultant. The Consultant will provide a peer review on work completed by the District for quality control and continuity. Process model refinements may be included as an optional task to allow for more detailed influent wastewater characterization and reactor profiling during dry season HPOAS BNR operations in 2025.

The Consultant will provide the District with support needed to complete a comprehensive alternatives analysis. The alternatives analysis will result in a recommended alternative. The Consultant will provide a detailed roadmap for implementation of piloting, design, and construction. The roadmap will include offramps to other alternatives allowing for adaptation if there are changes in regulatory requirements and to incorporate results from pilot testing. Potential changes in

regulatory requirements could include an extended compliance schedule, lower limits, or year-round nitrogen removal requirements.

PROJECT PURPOSE STATEMENT

Identify a recommended nutrients watershed permit compliance pathway with an implementation schedule outlining all necessary and potential capital project costs for the District to include in the Capital Budget by August 2026.

PROJECT OBJECTIVES

This project's scope of work aims to deliver results that meet the following objectives. These objectives support the project's purpose statement. The first two objectives listed below will be addressed by work completed by the District.

- **Determine the capacity of HPOAS BNR with existing assets.** Identify the maximum flow and loading the existing system can reliably treat with full BNR using all HPOAS reactors in the dry season (May 1 through September 30).
 - *NOTE: District to complete work to address this Objective.*
- **Determine beneficial improvements and optimizations for HPOAS BNR.** Identify compatible HPOAS modification alternatives and evaluate cost and performance impacts for each.
 - *NOTE: District to complete work to address this Objective.*
- **Identify the best pathway for nutrients watershed permit final effluent limit compliance.** Confirm the number of new HPOAS reactors and/or clarifiers needed to ensure reliable TIN removal at the lowest cost. Evaluate other configurations such as split-treatment, tertiary treatment, reactor conversion (e.g., activated sludge with atmospheric air), sidestream treatment, HPOAS BNR intensification, and a combination thereof.
- **Identify the optimal phasing of sidestream treatment.** Confirm whether implementation of sidestream will be beneficial to overall TIN removal; evaluate impacts on mainstream treatment requirements/costs and final effluent quality if sidestream treatment is implemented.
- **Provide a compliance roadmap for the District through 2035 (and beyond).** Identify a single compliance pathway that achieves final effluent limit compliance for the District at the lowest life cycle cost while considering stakeholder, community, and environmental impacts. Identify checkpoints, off-ramps and new pathways if piloting results or regulatory changes impact the current pathway. Confirm the compliance pathway's compatibility with lower or year-round

nutrient limits to ensure a “no regret” solution; incorporate reliability and resilience into the roadmap.

PRELIMINARY SCOPE OF WORK

The selected Consultant shall complete work described in the scope of work below (Tasks 1-9). The District will have completed flow and loading projections, process model calibration, capacity assessment, and condition assessment prior to providing a notice to proceed to the Consultant.

The scope of work below presents the District’s intent for this project to prospective Proposers. Each task includes a description of the intent of the scope of work. ***Proposers are encouraged to use creative ideas and expertise to modify the scope of work.*** Any modifications should improve the approach and/or final product while achieving project objectives and the purpose statement.

Task 1: Consultant Services Project Management

Intent of Task: *Ensure the project is completed within budget and on schedule. Provide clear and frequent communication with the District’s project manager. Engage with the District’s stakeholders to provide sufficient communication for knowledge transfer and decision-making.*

The Consultant shall plan, organize, and manage their team, prepare and lead meetings, and complete deliverables specified in this scope of work within the proposed budget and schedule for the overall project. Project management activities include preparation of meeting agendas, workshop materials, and minutes; coordination of weekly check-in meetings; completion of a kick-off meeting and management briefings; development and tracking of a project schedule; review and finalization of a shared quality assurance and quality control plan; monthly invoicing and reporting; and any other necessary managerial or administrative activities.

The Consultant shall be responsible for coordination and communication with the project team, including the District and any sub-consultants. The Consultant shall coordinate and schedule all necessary workshops and meetings. The Consultant shall manage the project to provide a high-quality final product within the schedule and budget specified by the contract agreement.

Meetings:

- **Kick-off Meeting.** A 2-hour kick-off meeting shall be conducted in person at the District’s MWWTP (2020 Wake Avenue, Oakland, CA 94607). The kick-off meeting shall include a review of the project scope and approach. The kick-off meeting shall include introductions of District stakeholders and the Consultant key team members. The kick-off meeting shall include a review of the project schedule,

including key milestones and assumptions. The Consultant shall facilitate discussion on any key decisions that may be necessary to determine during the kick-off meeting for the project's successful completion. The Consultant shall identify and present any project risks, if applicable.

- **Weekly Check-in Meetings.** A 30-minute check-in meeting shall be held between the District and Consultant project managers. The meeting shall be recurring on the same weekday and time. The Consultant shall budget for 2 additional attendees (e.g., a project engineer and expert) to facilitate discussion of technical topics as necessary. Additional attendees shall join weekly check-in meetings as necessary and may change depending on project needs. Weekly check-in meetings shall have a standing agenda with the intent to review project progress, quickly resolve issues, and answer questions that may arise throughout the project. The standing agenda shall include a verbal update on work completed in the past week and anticipated work to be completed in the next two weeks. The standing agenda shall include a review of any overdue action items. Meeting notes shall be maintained and communicated as draft only via email or similar. Any action items or key decisions from these meetings shall be documented in the shared Action Item Log and Key Decision Log, as applicable.
- **Management Briefings.** The Consultant shall budget for two management briefings. The first briefing shall present the outcome of the refined alternatives analysis and recommendations for compliance pathway, including estimated capital costs, layout schematics, and anticipated changes in operating costs/requirements. The second briefing shall present the compliance roadmap, including the compliance pathway implementation schedule, immediate piloting next steps, budgetary estimates for associated capital projects (including piloting or additional studies), and a description of off-ramp triggers and pathways.

Deliverables:

- **Project Schedule.** The Consultant shall prepare a Project Schedule using Microsoft Project. The schedule shall include a baseline schedule to allow for comparison between actual progress and the initially developed schedule. The schedule shall include milestones for each major workshop and each technical memorandum. The schedule shall identify the critical path and clearly identify tasks assigned to the District.
- **Quality Assurance and Quality Control (QA/QC) Plan.** The Consultant shall review the District's QA/QC Plan, which shall be developed and used by the District during the completion of flow and loading projections, model calibration, capacity assessment, and condition assessment. The Consultant shall receive the QA/QC Plan as a Word file, and shall modify the plan using Track Changes to incorporate any additional activities or suggest modifications. The QA/QC Plan shall include the approach for communicating and resolving peer review

comments, the process for identifying and managing action items and key decisions, proactive and corrective strategies to maintain schedule and budget, and procedure for transmitting and storing files between the District and Consultant. The QA/QC Plan shall include a link to shared Technical Memorandum Template, Meeting Minutes Template, Process Icon Template, Comment Log, Action Item Log, and Key Decision Log files, which have been developed by the District.

- **Agendas, Workshop Materials, and Meeting Minutes.** The Consultant shall prepare agendas, workshop materials, and meeting minutes for all major workshops. Unless otherwise noted, the durations specified below shall apply to all tasks.
 - **Agendas.** An agenda shall be sent to the District at least one week prior to the workshop. The agenda may be included in the meeting invite and does not need to be sent as a separate document.
 - **Workshop Materials.** PowerPoint slides and/or handouts shall be sent to the District at least 5 business days prior to the workshop. District Holidays shall not be counted as business days. The District shall provide comments to the Consultant at least 2 business days before the workshop, allowing for adjustments to workshop materials to foster a more productive meeting.
 - **Meeting Minutes.** Draft meeting minutes shall be sent to the District within 3 business days of the Workshop, not inclusive of the date of the workshop. The District shall provide comments and requested revisions to the Consultant within 5 business days from the date of receiving the draft meeting minutes. The Consultant shall finalize meeting minutes within 5 business days and distribute final minutes for record keeping purposes. Any action items or key decisions documented in the final meeting minutes shall be added to a shared Action Item Log and Key Decision Log for the District and Consultant to reference.
- **Monthly Invoices.**
 - The Consultant shall prepare and deliver an invoice to the District at a frequency of once per month. Invoices shall show the contract amount, previously billed amount and percent, amount billed for the current period and percent, cumulative amount billed and percent, the remaining amount billed and percent, the estimated amount and percent needed to complete the work for each task, and totals.
 - Invoices shall include a PDF or printed copy of the Action Item Log and Key Decision Log, a PDF or printed copy of the Project Schedule showing the baseline and current schedule and percent complete for each task, and a

written summary of work completed for each invoiced task and the overall project status. The written summary shall be 1 to 2 pages in length and organized by task.

Task 2: Background Information Review and Peer Review

Intent of Task: Review and understand the District's existing secondary treatment system assets including their capacity, age, condition, performance, and estimated remaining useful life. Review and evaluate capabilities and limitations of the existing systems, including ancillary facility capacities (e.g., power, chemical, and oxygen supply). Provide expert peer review of District's calculations. Reach agreement on assumptions, results, and recommendations from flow and loading projections, model development, capacity assessment, and condition assessment tasks completed and internally reviewed by the District before starting the alternatives analysis. Facilitate efficient and effective review, comment, and response process that minimizes additional effort necessary to incorporate peer-review feedback so that the project stays on schedule.

This task includes a review of information for knowledge transfer and a peer review of work completed by the District.

Task 2.1: Background Information Review

The Consultant shall review relevant documents provided by the District. The Consultant shall request any additional information necessary to successfully complete the project. The following documents shall be provided by the District at a minimum:

- Integrated Main Wastewater Treatment Master Plan Reports
(* = included in RFP as an attachment)
 - E120: Integrated Roadmap* (not including appendices)
 - Appendix N – C50: Evaluation Criteria Report*
 - Appendix O – C60: Plant-Wide Process Model Report*
 - Appendix P – C70: Capacity Assessment Report*
 - Appendix Q – C80: Nutrient Reduction Alternatives Report*
 - Appendix R – C80.1: Sidestream Treatment Report*
 - Appendix U – Nitrification in High-Purity Oxygen Activated Sludge Analysis*
- 2025 Nutrients Master Plan Update (NMPU) Flow and Loading Projections Memo
 - Historical Influent Flow and Loading Data Compilation (Excel)

- Raw and Conditioned Data shall be provided
 - Historical Low Strength Waste Data Compilation (Excel)
 - Historical High Strength Waste Data Compilation (Excel)
 - Flow and Loading Projections Calculations (Excel)
 - Including per capita and peaking factor analysis
- 2025 NMPU Process Model Calibration Memo
 - Whole Plant SUMO Model(s), calibrated for HPOAS and HPOAS BNR modes
 - Summary of Unit Process Design Criteria and Rated Capacities (Excel, PDF)
- 2025 NMPU Capacity Assessment Memo
 - Capacity Assessment Calculation Files (Excel, PDF)
- 2025 NMPU Condition Assessment Memo
 - Secondary Treatment System Asset Log (Excel, PDF)
 - Risk and Prioritization Calculations (Excel, PDF)
- Secondary Treatment System Drawings
 - Liquid Treatment Stream Hydraulic Profile (Influent Pump Station to Outfall)
 - HPOAS Reactor Drawings
 - Secondary Clarifier Drawings
 - Single Line Diagrams

After reviewing files, the Consultant shall schedule Background Information Review meeting(s) to review outstanding questions or uncertainties.

Meetings:

- **Background Information Review Meetings.** Meetings may be hosted virtually or in person. Meeting discussions may be facilitated with PowerPoint files or documents (e.g., handouts or memos). Meeting(s) could be as few as one workshop or a series of interviews and check-ins. The Consultant shall propose meeting cadence, duration(s), and date(s) that best achieve the intent of this task to transfer knowledge and minimize risk of overlooking limitations or

opportunities for effective compliance solutions. Distribution of agendas and/or workshop materials is optional at the Consultant's discretion.

Deliverables:

- **Background Information Review Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes to document key decisions and findings from the Background Information Review.

Task 2.2: Peer Review of District's Calculations

In addition to the Background Information Review, the Consultant shall assign expert, licensed professional engineer(s) to provide peer review comments on the District's calculations. (Expert(s) performing the peer review will have an active professional engineering license by one of the 50 states in the United States of America. The District prefers a professional engineering license in Civil Engineering and in the State of California, but may accept other states or license types if applicable to wastewater engineering and the expert has sufficient credentials to perform the peer review.) The District shall transmit four technical memorandum (TM) for review as Word files:

- 2025 NMPU Flow and Loading Projections TM
- 2025 NMPU Process Model Calibration TM
- 2025 NMPU Capacity Assessment TM
- 2025 NMPU Condition Assessment TM

Each TM will include relevant calculation files. The process model calibration TM will include a copy of the calibrated SUMO process model file. The District will provide a comment log template in an Excel file format. The District will respond to peer review comments using the comment log and document revisions to each TM using Tracked Changes in Word. The District and Consultant shall review revised TM files and comment log responses. Any outstanding comments shall be discussed during a Peer Review Resolution Workshop.

Meetings:

- **Peer Review Resolution Workshop.** This workshop shall result in agreement between the District and Consultant on how results and recommendations from each TM shall be used in the subsequent alternatives analysis, and whether any refinements are required (e.g., additional wastewater sampling or reactor profiling for model calibration refinements). The Consultant shall schedule this workshop after submitting peer review comments to the District. The District will respond to all comments and submit draft responses to the Consultant before this meeting is hosted. The Consultant shall prepare a meeting agenda in advance

of the workshop. The Consultant shall use the agenda to highlight any critical comments or potential critical flaws, if applicable.

Deliverables:

- **Peer Review Comments.** The Consultant shall prepare comments after completing a peer review of each TM. Each TM shall have a separate comment log, which may be organized as separate Excel files or separate sheets within a single Excel file. The comment logs shall be submitted as an Excel file and as a PDF.
- **Peer Review Resolution Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes to document key decisions from the workshop.

Task 3: Evaluation Criteria and Approach

Intent of Task: Review, discuss and modify (as necessary) District's proposed evaluation criteria before subsequent use of criteria in screening and alternatives analysis evaluations. Document final evaluation criteria and approach used in the project for future reference. Ensure District stakeholders have complete understanding and acceptance of evaluation criteria and approach before starting technical work.

The Consultant shall facilitate interactive and collaborative workshops to review evaluation criteria and establish the alternatives analysis decision-making approach before starting the screening and alternatives analysis tasks. The Consultant shall assume the District has already carefully considered and developed a proposed set of evaluation criteria and a decision-making approach. The Consultant shall review the District's proposed evaluation criteria and approach. The Consultant shall communicate with the District to confirm understanding of the District's proposed evaluation criteria and approach for this project. The Consultant shall propose modifications and improvements to the District's evaluation criteria and decision-making approach based on the Consultant's expertise and experience. The Consultant shall communicate these proposed changes with the District's project manager. Workshops and/or calls shall be hosted to discuss the evaluation criteria and approach with all District stakeholders before finalizing and documenting the evaluation criteria and approach and starting the screening process.

Meetings:

- **Approach Workshop.** The Consultant shall prepare an agenda and meeting materials to facilitate a 120-minute, in-person workshop to review the approach for the alternatives analysis and compliance roadmap. The workshop shall cover the tools and calculations used for each task and include a list of all quantifiable results from each task to allow for stakeholders to provide feedback on whether

any critical information or investigations are missing to support decision making. The workshop shall include a description and schedule of critical communications required during each task, highlighting when District stakeholders are expected to engage with the Consultant for timely sharing of information (e.g., engagement of District's electrical engineer for power availability; engagement of District's operators and process engineers for understanding operational flexibility). Finally, the workshop shall review the screening and evaluation criteria (e.g., redundancy assumptions, scoring and weighting criteria, screening criteria, triple bottom line indices/metrics, etc.).

Deliverables:

- **Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes for each workshop.

- **Evaluation Criteria and Approach TM.** The Consultant shall prepare a brief memo documenting the evaluation criteria and approach discussed in previous workshops. The TM shall include final meeting minutes from each workshop as attachments. The TM shall provide a clear understanding of criteria that shall be used for subsequent screening and ranking of alternatives such that there is consistency in the evaluation. The TM shall provide a clear understanding of the approach to compliment the scope of work and QA/QC Plan to minimize risk of scope gap, analysis oversight, or schedule conflicts during the execution of the alternatives analysis. The TM shall be delivered as draft and draft final. The draft TM shall be delivered before the screening workshop. The draft final TM shall be delivered after the screening workshop, incorporating any potential refinements to criteria during the screening exercise. A final version of the TM shall be provided with the draft roadmap report. The durations listed below shall apply for all TMs and reports delivered in this project, unless otherwise noted.
 - **Draft TM.** The District will have 10 business days to review and provide comments. The District will provide all comments in a single comment log.
 - **Draft Final TM.** The Consultant shall have 10 business days to address and resolve comments, which includes making changes to calculations or the draft final TM. The Consultant shall provide the comment log with responses and the draft final TM to the Consultant.
 - **Final TM.** The Consultant shall finalize all TMs in tandem with the development of the draft final Nutrients Watershed Permit Compliance Roadmap report. Final TMs shall be stamped and signed by a single responsible Professional Engineer in Civil Engineering licensed in the state of California from the Consultant's organization. Any changes between the draft final and final TM shall be clearly communicated to the District in writing before or during the transmittal of the final TM. A Word file with Tracked

Changes between the draft final and final versions would be sufficient to communicate changes in writing.

Task 4: Screening and Development of Preliminary Alternatives

***Intent of Task:** Facilitate collaborative process including input from all District stakeholders and Consultant experts. Review all feasible nitrogen removal technologies and configurations the District could implement to achieve compliance with the Nutrients Watershed Permit before elimination of infeasible options. Educate the District about technologies before the screening exercise to minimize risk of the District eliminating valuable, cost-saving opportunities. Develop several alternatives to advance for an efficient analysis of all feasible options.*

The Consultant shall facilitate an interactive screening workshop and develop a list of preliminary alternatives for subsequent evaluation. The Consultant shall create a “universe” of nitrogen removal options, including all known technologies and configurations. Certain configurations and technologies may be grouped into a broader category, as appropriate. The Consultant shall also educate the District on technologies and configurations in advance of the screening workshop. This may be done in tandem with the “Background Information Review and Peer Review” and/or “Evaluation Criteria and Approach” tasks.

Task 4.1: Nitrogen Removal Technologies and Configurations Summaries

The Consultant shall educate the District on technologies and configurations in advance of the screening workshop. Education may include distribution of fact sheets, PowerPoint slides, virtual workshops, and/or similar activities. The Consultant shall determine the best means to effectively and efficiently educate the District on potential nitrogen removal technologies to minimize the risk of eliminating a valuable cost-saving opportunity or advancing options that are not compatible with the District’s core values. (The District’s values include Stewardship, Integrity, Respect, and Teamwork. Stewardship is inclusive of managing the District’s resources responsibly, exploring opportunities for continual improvement and innovation, providing value to ratepayers, planning for short and long term needs, incorporating sustainability concepts into the District’s work, protecting water, protecting the environment, protecting the community, and protecting the District’s employees.) Education shall include a summary of the following for each technology/configuration:

- Technology maturity;
- Number of installations in U.S. and Internationally (approximate number is acceptable);
- Explanation of Proprietary or Sole-Source Implications, if applicable;

- List of Major Mechanical Components (e.g., diffusers, pumps, mixers, blowers, etc.);
- List of Chemical Requirements (e.g., supplemental carbon, chemical cleaning, etc.);
- List of Replaceable/Consumable Parts (including typical replacement frequency);
- Relative Energy Demand (e.g., very high, high, medium, low, very low);
- List of Typical Advantages; and
- List of Typical Disadvantages.

Deliverables:

- **Summary of Nitrogen Removal Technologies and Configurations.** The Consultant shall provide a summary for each technology/configuration in a format that effectively and efficiently communicates all criteria listed in this task. The media format shall be transmitted electronically and may include but is not limited to a PDF, PowerPoint file, or SharePoint site.

Task 4.2: Technology and Configuration Screening

The Consultant shall facilitate a screening workshop to eliminate infeasible nutrient removal technologies and configurations. The screening workshop shall be interactive with all District stakeholders to allow attendees an opportunity to comment on screening results. The Consultant shall guide the workshop and provide answers to stakeholder questions regarding technologies and screening decisions. The draft screening results shall be documented in meeting minutes, and the District will have 10 business days to confirm screening decisions.

Meetings:

- **Screening Workshop.** The screening workshop shall be hosted in-person to maximize participation from District stakeholders. The Consultant's project manager and at least one technical expert shall attend the screening workshop in-person. Additional participants from the Consultant's team may join virtually. It shall be the Consultant's responsibility to facilitate a seamless hybrid meeting.

Deliverables:

- **Meeting Minutes.** The Consultant shall prepare meeting minutes to document questions, answers, discussions, and decisions. The minutes shall document draft screening results and include a list or graphic that demonstrate the original "universe" of options and the remaining list of options after the screening

workshop. The District will have 10 business days after receiving the draft meeting minutes to confirm screening decisions.

Task 4.3: Preliminary Alternatives Workshop

The Consultant shall develop and propose preliminary alternatives to the District based on results from the screening workshop. Preliminary alternatives shall be developed to balance efficiency and thoroughness. The preliminary alternatives list may include “sub-alternatives.” The Consultant shall strategically leverage modeling and calculation results between preliminary alternatives to inform decision making for the refined alternatives selection (e.g., sidestream treatment may only be included as a sub-alternative for certain preliminary alternatives).

The District will review draft preliminary alternatives before a Preliminary Alternatives Workshop and provide feedback to the Consultant. The Consultant shall incorporate the District’s feedback and host a preliminary alternatives workshop to review the proposed list of alternatives with all District stakeholders. The draft preliminary alternatives list shall be documented in meeting minutes, and the District will have 10 business days to confirm the list of preliminary alternatives.

Meetings:

- **Preliminary Alternatives Workshop.** The preliminary alternatives workshop may be hosted virtually or in-person. The Consultant’s project manager and at least one technical expert shall attend.

Deliverables:

- **Meeting Minutes.** The Consultant shall prepare meeting minutes to document questions, answers, discussions, and decisions. The minutes shall document the draft list of preliminary alternatives. The District shall have 10 business days after receiving the draft meeting minutes to confirm screening decisions.

Task 5: Preliminary Alternatives Analysis

Intent of Task: Provide the District with information necessary to make an informed selection of alternatives for refined analysis based on quantified and qualified information for preliminary alternatives; Eliminate technologies/configurations that do not provide an advantage compared to other preliminary alternatives. Confirm all preliminary alternatives selected for refined analysis shall reliably achieve compliance with the Nutrients Watershed Permit and have a pathway to comply with more stringent limits (lower limits or year-round nitrogen removal). Consider compatibility constraints (e.g., power, oxygen, and hydraulic requirements) with District’s existing infrastructure and identify any potential issues or risks for each preliminary alternative.

The Consultant shall conduct a preliminary alternatives analysis. About 10 to 15 alternatives are anticipated. This number includes “sub-alternatives,” such as including sidestream treatment versus an alternative without sidestream treatment. As part of the alternatives analysis, the Consultant shall quantify absolute and relative estimates for each alternative and summarize qualitative information for each alternative.

- Quantitative absolute estimates include reactor sizing, facilities footprint, effluent quality, energy use and power requirements, chemical use, greenhouse gas (GHG) emissions, and annual operating costs;
- Quantitate relative estimates include relative capital costs, impacts to downstream processes (e.g., solids treatment, phosphorus precipitation potential, disinfection, and recycled water), risk, reliability, sole source equipment, and technology or licensing fees;
- Qualitative information includes compatibility with more stringent limits, challenges or opportunities for construction phasing and implementation, and challenges or opportunities for seasonal nitrogen removal;

The preliminary alternatives analysis shall use the calibrated whole plant SUMO model. Steady-state modeling is anticipated for this task. Supplemental calculations or tools may be used to compliment predictions obtained from process simulations to assist with quantifying absolute or relative estimates. Qualitative information shall be prepared by the Consultant’s or other experts based on experience and/or calculations, as necessary. The quantitative and qualitative preliminary alternatives analysis results should provide information necessary for the District to select refined alternatives for subsequent analysis. The analysis shall provide sufficient details for selection of “no regret” alternatives.

A “no regret” alternative is one that minimizes stranded assets, is capable of reliable compliance with final effluent limitation, is compatible with the site constraints (e.g., footprint and power requirements), and that can be rationally expanded or modified for compliance with more stringent nutrient limits.

Meetings:

- **Preliminary Alternatives Analysis Workshop.** The Consultant shall host a 120-minute workshop to review the preliminary alternatives analysis results. The workshop shall include Consultant provided handouts documenting key assumptions, key results, and recommended alternatives for refined analysis. The handouts shall be provided to the District at least 5 days prior to the workshop to allow District stakeholders to review results and recommendations.

Deliverables:

- **Preliminary Alternatives Analysis Workshop Materials.** In addition to PowerPoint slides, the Consultant shall prepare a handout to document key assumptions, key results, and recommended alternatives for the refined analysis task.
- **Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes to document questions, answers, discussions, and decisions. The minutes shall document the draft list of refined alternatives. The District will have 10 business days after receiving the draft meeting minutes to confirm refined alternatives for further analysis.

Task 6: Refined Alternatives Analysis

***Intent of Task:** Refine predictions on sizing and requirements to provide the District with preliminary design criteria; layout drawings; piloting, design, and construction schedules; plans for construction phasing and tying into existing infrastructure; accurate capital cost estimates for budgeting; and accurate operating requirements and costs for each alternative. Facilitate collaborative decision-making between District stakeholders for the District to select a single compliance pathway, consisting of one or more projects, that reliably complies with the Nutrients Watershed Permit.*

The Consultant shall conduct a refined alternatives analysis. A minimum of 3 alternatives are anticipated. As part of the refined alternatives analysis, the Consultant shall be expected to refine reactor sizing, facilities footprint, effluent quality, energy use and power requirements, chemical use, GHG emissions, and annual operating and maintenance costs based on more detailed process model simulations (i.e., dynamic simulations and considering seasonality). Results from dynamic simulations shall provide sufficient information to predict annual operating costs and accurately compare relative costs between alternatives.

The Consultant shall use results to develop preliminary design criteria, a process flow diagram drawing, layout drawings in plan view, and representative section and/or elevation drawings. Drawings shall show sufficient mechanical details and structural equipment to develop Class 4 Capital Costs. Preliminary design criteria shall be developed and coordinated with the District's electrical engineer, civil engineers, operators, and mechanics to identify any ancillary facilities that may be required in addition to new or modified secondary treatment processes.

Class 4 Capital Costs shall be prepared and include costs for construction, design, and piloting. The Consultant shall attempt to accurately estimate piloting costs, if necessary for innovative technologies, based on experience, correspondence with vendors, and assumptions for Consultant staffing requirements for design and operations.

Alternatives shall be compared using a Triple Bottom Line (TBL) approach, considering economics, society (i.e., people), and the environment (i.e., the planet). The economic evaluation shall use a net present value comparison. Risk shall be quantified as appropriate and feasible for each alternative. The societal evaluation shall compare metrics developed for impacts to communities neighboring the MWWTP and for impacts to operations and maintenance. The environmental evaluation shall compare GHG estimates. Other non-economic factors shall be considered and compared, such as compatibility with lower limits or year-round limits, piloting requirements, and construction phasing and implementation difficulties. The Consultant shall recommend the best alternative (or combination of alternatives) for the District to reliably comply with the Nutrients Watershed Permit. A TM shall be prepared to document work completed in Tasks 4, 5, and 6 (screening through refined alternatives analysis).

Meetings:

- **Refined Alternatives Analysis Workshop.** The Consultant shall host a 120-minute workshop to review the refined alternatives analysis results. The District will review results and provide feedback during the workshop. The Consultant shall incorporate feedback from the workshop into a draft Alternatives Analysis TM.

Deliverables:

- **Meeting Minutes.** The Consultant shall prepare draft and final meeting minutes to document questions, answers, discussions, and decisions. The minutes shall document the recommended alternative or combination of alternatives that best achieves compliance with final effluent limits.
- **Alternatives Analysis TM.** The Consultant shall prepare a TM documenting all work completed in Tasks 4, 5, and 6 (Screening through Refined Alternatives Analysis). The TM shall include final meeting minutes from each workshop as attachments. The TM shall clearly document decision-making rationale for screening, preliminary alternatives selection, and refined alternatives selection. The TM shall be delivered as draft and draft final. The draft TM shall be delivered after the refined alternatives analysis workshop. A final version of the TM shall be provided with the draft roadmap report, and a draft final shall be delivered before the final TM.

Task 7: Compliance Roadmap

Intent of Task: Create a flexible and adaptive roadmap (e.g., “off-ramps” to other compliance pathways) for the District to follow if nutrient limits become more stringent and/or if the final limits compliance schedule changes. Clearly and succinctly communicate the compliance roadmap for the District’s directors and general manager, including capital outlays for all necessary projects. Document

drivers and rationale for the selected compliance pathway and recommended off-ramps.

The Consultant shall work collaboratively with the District to prepare a compliance roadmap based on results and feedback from the Refined Alternatives Analysis Results Workshop. The compliance roadmap shall clearly identify a compliance pathway based on the recommended alternative from the alternatives analysis TM. The compliance pathway shall include a schedule detailing all piloting, permitting, engineering, design, and construction activities that are required between 2026 and 2035 to achieve reliable nitrogen removal performance during the dry season for compliance with final effluent limitations.

The compliance roadmap shall include “off-ramps” and new pathways if pilots or regulations impact the recommended compliance pathway. The compliance roadmap shall include an off-ramp for compliance with lower limits and an off-ramp for compliance with year-round limits to ensure the District’s selected compliance pathway is a “no regret” solution. The roadmap shall be adaptable and resilient.

Meetings:

- **Compliance Roadmap Workshop.** The Consultant shall host a workshop to review the compliance roadmap, including the anticipated schedule and cost of all necessary projects. The District will review the roadmap and provide feedback during the workshop. Feedback from the workshop shall be incorporated in a Nutrients Watershed Permit Compliance Roadmap deliverable.

Deliverables:

- **Meeting Minutes.** The Consultant shall prepare meeting minutes to document questions, answers, discussions, and decisions.
- **Nutrients Watershed Permit Compliance Roadmap.** The Consultant shall work with the District to prepare the compliance roadmap. The Consultant shall recommend the media for this deliverable (e.g., digital content, web-based tool, physical document, etc.). At a minimum, the final deliverable shall include a roadmap figure that clearly and succinctly demonstrates the District’s selected compliance pathway and off-ramps to other potential compliance pathways.

Task 8: Model Refinement - Optional Services

***Intent of Task:** Budget for specialized sampling or testing to improve the process model and/or analysis tools before conducting the alternatives analysis if deemed necessary by the Consultant and District after the Consultant’s review of the District’s model calibration and capacity assessment technical memorandums and calculation files (e.g., SUMO model file, state point analysis script, etc.).*

The District will calibrate a whole plant process model for two modes of secondary treatment operation: HPOAS and HPOAS BNR. These process models shall be calibrated and validated using dynamic simulations during dry season months (May through September) with a focus on secondary treatment predictions (i.e., sludge production, inventory, effluent quality, oxygen uptake and transfer). Process models will also be validated against wet weather operations to confirm accuracy of inventory predictions at higher flows and/or lower temperatures.

The Consultant shall conduct a peer review of the District's calibrated model. This includes a review of model files and a TM. The Consultant shall include budget for model refinement for recommendations of a wastewater sampling plan, review of wastewater characterization sampling data and the HPOAS BNR process model file, and feedback via model calibration meetings.

All work under this task is optional at the District's discretion. The District expects the calibrated process models to be sufficient for the alternatives analysis tasks.

Meetings:

- **Model Refinement Meetings.** The Consultant shall budget for four (4) one-hour model calibration meetings. The Consultant shall provide for an experienced process engineer to review wastewater characterization sampling results and the District's calibrated model. The Consultant shall assume three attendees at each meeting, including a project manager, process engineering expert, and process modeler. Key decisions and changes discussed during meetings shall be documented in meeting minutes.

Deliverables:

- **Revised Model Calibration TM Review.** The District's Model Calibration TM will be revised based on discussions from model refinement meetings. The Consultant shall review the revised model calibration TM and use the final model refinement meeting to confirm agreement on recommendations on using the refined, calibrated process model for subsequent tasks.

Task 9: Consultant Proposed Optional Services

The Consultant may propose optional and/or as-needed services that shall be authorized solely by the District to complement the project or enhance deliverables. Optional services may include tasks that assist the District with the alternatives analysis or with implementation of the compliance roadmap. Optional services may include additional engineering investigations or piloting design and execution assistance.

EXHIBIT G
REFERENCE DOCUMENTS

This section includes a list of relevant reference materials for Proposer(s) to use when developing their proposal and approach.

G.1) Integrated Main Wastewater Treatment Plant Master Plan Documents

- E120: Integrated Roadmap (not including appendices)
- Appendix I – E80: Existing Plant Performance
- Appendix J – E90: Electrical Capacity Study
- Appendix N – C50: Evaluation Criteria Report
- Appendix O – C60: Plant-Wide Process Model Report
- Appendix P – C70: Capacity Assessment Report
- Appendix Q – C80: Nutrient Reduction Alternatives Report
- Appendix R – C80.1: Sidestream Treatment Report
- Appendix U – Nitrification in High-Purity Oxygen Activated Sludge Analysis
- Appendix W – Reduce R2 Scenarios: Flow and Loads and Process Model Results

G.2) District Nutrients Piloting and Planning Public Communications

- 2022 CWEA CleanWater Magazine Issue 4 Full-Scale Nitrogen Removal Article
- 2024 EBMUD May/June Customer Pipeline
- 2024 Update on Nutrient Watershed Permit Board of Directors Presentation
- 2024 Infrastructure Workshop Board of Directors Presentation

G.3) Relevant Secondary Treatment System Drawings

The reference documents can be downloaded via the District's website (<https://www.ebmud.com/business-center/requests-proposal-rfps/>). Reference documents are uploaded as separate PDF files due to file size.

Site photos will be shared with potential Proposers after the pre-proposal conference and site walk. Photos will only be shared with Proposers that have completed a signed Photo Confidentiality Agreement associated with a site walk of the secondary treatment system.