

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) No. FES 17-01 for Design Services – Administration Building HVAC System Upgrade

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**For complete information regarding this project, see RFP posted at
<http://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD
representative listed below. Thank you for your interest!**

**RESPONSE DUE
by
4:00 p.m.
on
October 14, 2016
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607**

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP No. FES 17-01

for

Design Services, Administration Building

HVAC System Upgrade (ABHSU)

TABLE OF CONTENTS

I. STATEMENT OF WORK

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS
- D. DELIVERABLES / REPORTS

II. CALENDAR OF EVENTS

- A. NON-MANDATORY SITE WALK

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. PRICING
- D. PROTESTS
- E. INVOICING

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

- A. DISTRICT CONTACTS
- B. SUBMITTAL OF RFP RESPONSE
- C. RESPONSE FORMAT

ATTACHMENTS

- EXHIBIT A - RFP RESPONSE PACKET
- EXHIBIT B - INSURANCE REQUIREMENTS
- EXHIBIT C - CONSULTING AGREEMENT
- EXHIBIT D – BUILDING OVERVIEW AND HVAC OPERATIONS
- EXHIBIT E - REFERENCE DRAWINGS REQUEST FORM
- EXHIBIT F – EBMUD CAD AND SPECIFICATION WRITING STANDARDS

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to solicit services of an engineering consultant (Consultant) to perform building energy assessments, design energy reducing upgrades, design replacements of central plant equipment (fans, boilers, chillers, cooling towers), provide construction-ready bid documents (plans, specifications, and estimates), provide construction support services, conduct final commissioning, and conduct measurement and verification (M&V) services following the completion of the construction.

East Bay Municipal Utility District (District) intends to award a three (3)-year contract to the Proposer who best meets the District's requirements.

The heating, ventilation, and air conditioning (HVAC) system of the District's Administration Building (AB), 375 11th Street, provides space conditioning to the building's occupants and server spaces. The HVAC equipment, which includes fans, boilers, cooling towers, chillers, pumps and auxiliary equipment, is over 25 years old and is in need of retro-commissioning and/or replacement.

Before replacing any equipment, the District plans to implement improvements to reduce energy use and reduce the load on HVAC equipment, thereby reducing capital and operating costs. The goal is to upgrade and optimize the building's lighting, HVAC, and data center infrastructure in order to reach an Energy Star rating of 75 or better, while also improving reliability and maintainability. The project will be implemented under three design and construction packages, which will be phased as follows:

Phase 1 consists of assessing the existing Administration Building and modifying the Data Center for improved reliability and efficiency. The tasks include:

1. The Consultant shall evaluate the AB's energy use and heating/cooling loads through the following steps:
 - a. Site inspections
 - b. Review of billing data and benchmarking
 - c. Review of control sequences and trend data
 - d. The development of a baseline hourly building model, using an open source, DOE platform such as eQuest (DOE-2) or EnergyPlus
 - e. Reviewing and verifying an existing lighting audit

The model developed in this phase of the effort shall be updated throughout the project, be used to help size central plant equipment in Phase 3, and conduct M&V analyses throughout the project.

2. From the results of the energy evaluation and modeling, the Consultant shall prepare a preliminary design report that ranks and identifies the most cost effective measures to be designed and implemented in later phases of the project and acts as a strategic plan for the overall project.
3. The Consultant shall prepare the first design, construction, and commissioning package, an upgrade of the Data Center to replace and reconfigure server racks, UPS, PDU and HVAC units for improved reliability and energy efficiency. The design shall also include a new auto-transfer switch to provide emergency power to the Data Center in the event of a PG&E outage. During the Phase 1 design, or in the project preliminary design, the Consultant shall assess the option of using outside air for cooling the Data Center. After the construction and commissioning is completed, the energy savings shall be verified using the baseline model.

Phase 2 consists of designing, implementing, and commissioning of energy efficiency upgrades to building systems in occupied spaces including lighting, window film and converting controls of variable air volume terminal boxes from pneumatic to direct digital controls (DDC). Specific upgrades will depend on budget availability and the return on investment of the upgrade alternatives. Under Phase 2, the District may request Consultant support with evaluation and cost estimating of improvements such as HVAC duct cleaning or fire wall penetration repairs. Such improvements may be included in the Phase 2 design and construction package subject to funding availability. All projects installed in Phase 2 shall be captured in the model developed in Phase 1. The expected energy savings shall be verified using the energy model developed in Phase 1.

Phase 3 will include the resizing, potential redesigning, construction, and commissioning of new central plant equipment. Phase 3 may also include modifications to HVAC units that serve floors 1 through 3, subject to funding availability. After all construction and commissioning work is complete, the Consultant shall utilize the baseline energy model and subsequent revisions to provide a final M&V report quantifying the final energy savings. Lastly, the Consultant shall provide a final commissioning report summarizing the commissioning efforts completed and documenting the final control sequences, set-points, and other operating parameters.

The Consultant will serve as the District's mechanical, electrical, and energy efficiency designer-of-record, working with District staff to develop and coordinate energy reducing options, and providing support services during construction of all three phases.

B. PROPOSER MINIMUM QUALIFICATIONS

1. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing energy efficiency assessments, designing

mechanical, electrical, and plumbing (MEP) systems, HVAC equipment, data server room design, and building commissioning for at least five (5) years.

2. Proposer and/or proposer's team shall have current California professional engineering licenses in electrical and mechanical engineering. Proposer's team may also require civil engineering licenses if any upgrades require structural modifications.
3. The Proposer shall have five (5) years' experience in developing and calibrating hourly building models
4. Proposer shall have five (5) years' experience with commissioning of electrical and mechanical systems, particularly lighting and HVAC systems.
5. Proposer shall have five (5) years' experience in documenting and submitting projects to PG&E for incentives.
6. Proposer shall possess all permits, licenses, and professional credentials necessary to perform energy assessment services as specified under this RFP.
7. Proposer shall have the ability to generate CAD drawings using AutoCAD (version 2015) or Microstation (version 8i).

C. SPECIFIC REQUIREMENTS

1. Throughout the project, the Consultant shall be responsible for submitting all applicable applications and documentation to PG&E to enroll qualifying projects into the appropriate rebate/incentive programs. Respond to any request from PG&E for additional data. The District will be responsible for meeting and escorting any agents of PG&E as needed to complete the baseline or post-install physical verifications.
2. Phase 1 - Assessment and Data Center Upgrade
 - a. Prepare an hourly energy model using an open source platform such as eQuest or, EnergyPlus, or other District approved modeling program of the existing AB. Assess the existing AB energy use through District's utility data and/or physical monitoring. Consultant shall calibrate the energy model against the actual energy use data and adjust the model as needed to be within industry-accepted standards of deviation.
 - b. Propose energy reducing upgrades including, but not limited to, solar reflecting window film, LED lighting replacement, lighting redesign, and/or building control revisions and present findings and recommendations in a preliminary design report. The preliminary design report should include

energy savings estimates, implementation cost, and life cycle cost, return on investment, and discussion on how the proposed data center and occupied space energy efficiency measures will affect the overall sizing and cost of the central plant equipment. The District will review the proposed upgrades and approve upgrades for implementation.

- c. Provide design of Data Center Upgrade (DCU) including UPS replacement, PDU replacement, HVAC improvements, and installation of an automatic transfer switch (ATS) for emergency power during power outages. The DCU also includes designing a new location for existing District servers within the Data Center footprint.
 - (1) The design shall include plans, technical specifications, and cost estimates (PS&E) at 50%, 90%, and 100% phases of work.
 - (2) The plans shall be prepared using AutoCAD (version 2015) or Microstation (version 8i), following the District's CAD formatting conventions.
 - (3) Specifications shall be in CSI 2004 format. Consultant shall prepare specifications using District master specifications as a base with edits in track changes. If new sections are required, Consultant shall use specification numbers assigned by the District.
 - (4) Alternatively, the District may opt to contract the construction of the DCU using performance driven specifications instead of PS&E. Because the District is required to publically bid construction contracts and award to the lowest responsive, responsible bidder, the performance spec shall include enough detail to allow a detailed bid. In this option, Consultant shall provide specifications and cost estimates at 50%, 90%, and 100% phases without construction CAD drawings. Technical CAD sketches may be required in lieu of construction CAD drawings.
- d. Provide design support of the DCU during bidding and construction phase including but not limited to responding to RFI's, reviewing Contractor submittals, preparing the scope of design-related change orders, attending Contractor coordination meetings as requested, providing limited construction observation, and reviewing Contractor invoices as requested.
- e. Provide commissioning services for the electrical and mechanical equipment installed. The services shall include verifying that the systems are operating as designed by reviewing installed set-points, control sequences, trend review, balance reports, functional testing, and other parameters defined during design. Commissioning services and findings

shall performed in coordination with the District Project Manager and be documented in a final commissioning report.

3. Phase 2 – Occupied Space Improvements (OSI)
 - a. Provide design of the Phase 2 improvements including architectural, structural, electrical, and/or mechanical details as required for implementation of the upgrades.
 - (1) The design shall include PS&E at 50%, 90%, and 100% phases of the work. The plans shall be prepared as described in sections 2.c.(2) or at the District’s discretion 2.c.(2) and (3) above.
 - b. Provide design support during construction of the occupied space improvements including but not limited to responding to RFI’s, reviewing Contractor submittals, preparing the scope of design-related change orders, attending Contractor coordination meetings as requested, providing limited construction observation, and reviewing Contractor invoices as requested.
 - c. Provide commissioning services for the electrical and mechanical equipment installed. The services shall include verifying that the systems are operating as designed by reviewing installed set-points, control sequences, trend review, and functional testing, and other parameters defined during design. Commissioning services and findings shall performed in coordination with the District Project Manager and documented in a final commissioning report.
4. Phase 3 – Central Plant Upgrade (CPU)
 - a. Reassess the AB energy use following the design of the energy efficiency improvements in Phase 2. If construction has begun on Phase 2 projects, reassess the AB energy use through data collection.
 - b. Design the central plant equipment replacement based on the new loads including architectural, structural, electrical, and mechanical details to construct the replacement.
 - (1) The design shall include PS&E at 50%, 90%, and 100% phases of the work. The plans shall be prepared as described in sections 2.c.(2) or at the District’s discretion 2.c.(3) above.
 - (2) Consultant shall coordinate with District staff in the selection of the replacement equipment.

- c. Provide design support services during construction of the central plant equipment replacement including but not limited to responding to RFI's, reviewing Contractor submittals, preparing the scope of design-related change orders, attending Contractor coordination meetings as requested, providing limited construction observation, and reviewing Contractor invoices as requested.
- d. Provide commissioning services for the electrical and mechanical equipment installed. The services shall include verifying that the systems are operating as designed by reviewing installed set-points, control sequences, trend review, and functional testing, and other parameters defined during design. Provide a final commissioning report summarizing commissioning efforts throughout all three phases of the project.
- e. Provide a final M&V report summarizing the projects implemented and their realized energy savings. The report shall include discussions about changes made during the project that changed the expected savings.

D. DELIVERABLES / REPORTS

- 1. Baseline Model and Preliminary Design Report (Phase 1)
 - a. AB Baseline Energy Model – using District approved energy analysis software. The deliverable is an electronic file compatible with the approved software and a printout of the input including geometry, materials, weather assumptions, and building loads. Format: (1) DVD or flash drive; (1) printed hardcopy of the input and a summary of any assumptions and details on the specific software and version.
 - b. Preliminary Design Report – The report shall include the following information:
 - (1) Presentation of the baseline energy model
 - (2) Individual Energy Efficiency measure description
 - (3) Energy and maintenance cost savings
 - (4) Implementation cost estimate
 - (5) Discussion and analysis of how the data center upgrade (Phase 1) and occupied space improvements (Phase 2) will affect the overall sizing and cost of the central plant equipment replacement (Phase 3)

- (6) Discussion of any technical coordination issues among the three project phases necessary to complete the projects proposed.

The report shall be delivered in PDF format electronically. Four (4) hard copies shall also be provided for review.

2. Design PS&E – Required for DCU (Phase 1), OSI (Phase 2), and CPU (Phase 3) projects for construction. PS&E shall be prepared according to District standards for each design milestone. Provide technical information to and assist District staff in preparation of Division 0 and 1 of the project specifications. Perform analyses and design calculations, collating design calculations and analysis files into one calculation file per discipline for each design milestone) Include all work to design and prepare construction-ready documents for District staff to incorporate into Issue for Bid (IFB) construction packages for contractor bidding. Each PS&E shall require the following submittals:
 - a. 50% Submittal – includes all plans, technical specifications, and construction cost estimate.
 - (1) The plans are required to be started and at 50% completion. Not all plans are required, but the drawing index includes all plans to be included in the IFB package.
 - (2) The technical specifications, in Construction Specifications Institute format, shall be at 50%. Not all specifications are required, but the index should include all specifications anticipated for the IFB.
 - (3) Construction cost estimate shall be itemized, arranged by CSI section, in tabular format, with description of work, unit costs, expected units based on proposed design, and include a 30% contingency to represent uncertainties in the final design. Assumptions shall be clearly documented. The basis of allowances shall be explained.
 - (4) Construction CPM schedule
 - (5) Format: four (4) hardcopies; 11" x 17" for plans, letter size for specifications and cost estimates. Electronic files: PDF for plans, Microsoft Word for specifications, Excel for cost estimate, on DVD or flash drive.
 - b. 90% Submittal – includes all plans, technical specifications, and construction cost estimate.

- (1) The submittal documents are required to be 100% complete, with all documents to be included in the IFB construction package, including Consultant's disposition of District comments provided on the 50% Submittal.
 - (2) Construction cost estimate shall include a 15% contingency to represent uncertainties encountered during construction.
 - (3) CPM Construction Schedule
 - (4) Format: four (4) hardcopies; 11" x 17" for plans, letter size for specifications and cost estimates. Electronic files: PDF and AutoCAD/Microstation for plans, Microsoft Word for specifications, Excel for cost estimate, on DVD or flash drive.
- c. 100% Submittal – includes all plans, technical specifications, and construction cost estimate.
 - (1) The submittal documents shall be 100% complete, with all documents to be included in the IFB construction package, including Consultant's disposition of District comments provided on the 90% Submittal.
 - (2) Construction cost estimate shall include a 15% contingency to represent uncertainties encountered during construction.
 - (3) CPM Construction Schedule
 - (4) Detailed responses to all 90% comments assigned to the Consultant for resolution.
 - (5) Format: four (4) hardcopies; 11" x 17" for plans, letter size for specifications and cost estimates. Electronic files: PDF and AutoCAD/Microstation for plans, Microsoft Word for specifications, Excel for cost estimate, on DVD or flash drive.
 - (6) Electronic drawing files shall include provisions for electronic signature by the designer of record; Consultant shall coordinate with District staff to incorporate "signed" drawings into final printed IFB documents.
3. Design support services – during bidding and construction of the DCU (Phase 1), OSI (Phase 2), and CPU (Phase 3) projects, Consultant shall provide design support services including, but not limited, to the following deliverables:

- a. Written response to Request-for-Information (RFI) submitted through the District Construction Manager (CM). Consultant shall respond to RFI's in the time frame indicated on the RFI form.
 - b. Written review comments to Contractor Submittals submitted through the District CM. Consultant shall respond to Submittals in the time frame indicated on the Submittal form.
 - c. Written scopes of work for design-related change orders submitted through the District CM. Consultant shall respond to requests to prepare change order scope descriptions in the time frame indicated on the request form or email.
 - d. Written observations of the Contractor's construction work, as requested by the District CM. The Consultant may be requested to attend construction inspections and provide written observations or comments on the Contractor's work.
4. Post-Installation Energy Model, Final M&V Report, and Final Commissioning Report. Revisions to the Energy model will be required after completion of DCU (Phase 1), OSI (Phase 2), and CPU (Phase 3) to reflect the changes in loads resulting from the installation of new equipment. The Consultant shall provide the following deliverables:
- a. Post upgrade energy model using the software described in Section D.1.a. The deliverable is an electronic file and a printout of the input including any revised geometry, upgraded HVAC equipment, upgraded materials, weather assumptions, and revised building loads. Format: (1) DVD or flash drive; (1) printed hardcopy of the input and summary of assumptions.
 - b. Final M&V Report. The report shall include:
 - (1) A summary of the installed measures, actual cost, and realized energy savings.
 - (2) Describe any differences between the pre- and post-construction energy savings estimates.
 - (3) The report shall be delivered in PDF format electronically. Four (4) hard copies shall also be provided for review.
 - c. Final Commissioning Report. The Final Commissioning Report shall be submitted at the conclusion of Phase 3 and shall include:
 - (1) A summary of the commissioning efforts completed throughout the three phases of the project and the final operating

parameters/settings/configurations. Data collected (i.e. balancing reports, trend data, spot measurements, pictures, etc.) shall be included as an Appendix to the report. This portion of the report shall be used as a reference for checking system operation after the project is complete.

- (2) Describe areas any electrical or mechanical systems needing additional improvement (if any).
 - (3) Describe any further “tuning” or adjustments needed to optimize the operations of the new HVAC equipment and/or troubleshooting process required to optimize any electrical or mechanical system not addressed as part of this project.
 - (4) The report shall be delivered in PDF format electronically. Four (4) hard copies shall also be provided for review.
- d. Submit any documentation needed to obtain Energy Star rating. Consultant shall provide necessary documentation and submit for an Energy Star certification from the Environmental Protection Agency.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	September 9, 2016	
NON-MANDATORY Site Walk	September 19, 2016 @ 10:00 am	at: Admin Building Room Number 5A 375 11 th Street Oakland, CA 94607
Addendum to Announce Pre-Approved Equivalents (if necessary)		
Response Due	October 14, 2016 by 4:00 pm	
Anticipated Contract Start Date	January 11, 2017	

Note: All dates are subject to change.

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

A. NON-MANDATORY SITE WALK/ PROPOSAL CONFERENCE

Non-Mandatory site walk/Proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view a site, receive documents, etc. necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. 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 an Addendum following the site walk/Proposal conference.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**A. RFP ACCEPTANCE AND AWARD**

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

require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC 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 DSC.

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Technical Qualifications: In each area described below, an evaluation will be made of the Proposer's qualifications with respect to education, training, and experience in the following:</p> <ol style="list-style-type: none"> 1. Energy modeling and assessment 2. Data Center design and renovations 3. MEP design and renovations 4. Building commissioning 5. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP. Credit will be given for convenience, responsiveness, and technical expertise.
B.	<p>Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. Additional credit will be given for the identification and planning for</p>

	mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.
C.	<p>Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?
D.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>
E.	<p>Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
F.	<p>Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide? 4. Has the Proposer demonstrated that it understands the District's time schedule and can meet it? 5. Appropriateness of level of effort (i.e., does the proposed level of effort accurately reflect the Proposer's effort to meet requirements and objectives?)
G.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the District's time schedule?

H.	<p>Contract Equity Program: Proposer shall be eligible for SBE/DVBE preference points if they are a certified SBE/DVBE, 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.</p>
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C. PRICING

1. Prices submitted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP. Proposer may adjust unit prices for subsequent months according to CPI allowances.
2. All prices submitted shall be in United States dollars.
3. Price submitted shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

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

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

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven

day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

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

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

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

E. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify Consultant of any invoice adjustments required.
3. Invoices be prepared as detailed in the agreement and shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized hours, markups and services descriptions with appropriate backup substantiating all charges
4. The District will pay Consultant in an amount not to exceed the negotiated amount(s) by task 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 only to be contacted for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Bill Jeng,
EBMUD Facilities Engineering Section
E-Mail: wei.jeng@ebmud.com
PHONE: (510) 287-1291

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Bill Jeng, Civil Engineer, see contact information above

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
Design Services – AB HVAC System Upgrade

RFP No. FES 17-01
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Design Consultant – AB HVAC System Upgrade
RFP No. FES 17-01
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

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

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. Proposer shall submit an additional four (4) hardcopies of the RFP response Exhibit A for District use in evaluating proposals; other documentation is not required in the four (4) hardcopies.

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made

and become effective at the time the purchasing body tenders final payment to the Proposer.

8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, C, D, 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 No. FES 17-01, Design Services – AB HVAC System Upgrade

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, FOUR (4) HARDCOPIES, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS
 - EXHIBIT B- INSURANCE FORMS
- **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 TOTAL.**
- **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.**



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 of RFP No. FES 17-01
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:
- ☐ Proposer is not an SBE/DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE/DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity 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):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

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

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

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Senior Consultant	hour		\$	\$
Junior consultant	hour		\$	\$
Sub-consultant "A" costs	Ea.			
Sub-consultant "B" costs	Ea.			
Equipment costs	hour			
Direct costs	Ea.			
TOTAL COST				\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel and sub-consultants who will provide services to District staff and all key personnel and sub-consultants who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, training, and/or merits
3. **Experience:** RFP response shall include a two page summary of the proposal teams overall experience and capabilities. Additionally, the RFP response shall include three one page summaries of specific examples of the following services:
 - (a) Developing whole building energy models
 - (b) Mechanical and electrical design of lighting, HVAC, and data center electrical systems
 - (c) Preparing PS&E packages in coordination with a public entity
 - (d) Conducting and documenting commissioning efforts
 - (e) Preparing and obtaining PG&E incentive applications and rebates
4. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. The description shall identify site visits and field investigations, if any, to evaluate and collect data for proposer's design. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the

Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** In general, the District intends to complete all construction phases by June 2019. The RFP response shall include an implementation plan and schedule to meet the District's completion date. The plan for implementing the proposed services shall include a Commissioning and Testing Plan for each construction phase. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.
6. **References:** The RFP response shall include references that demonstrate successful completion of energy modeling, MEP design, PS&E preparation, and building commissioning of the same quality and manner as that which is described in this RFP. Additionally, Proposer shall adhere to the following
 - (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
 - (b) Proposers must verify the contact information for all references provided is current and valid.
 - (c) Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
7. **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.**
8. **Contract Equity Program:**
 - (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP No. FES 17-01 – Design Services AB HVAC System Upgrade

Proposer Name: _____

Proposer must provide a minimum of five (5) references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. FES 17-01 – Design Services AB HVAC System Upgrade

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 bid the appropriate forms.

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

[Contract Equity Program Guidelines and Forms](#)

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

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

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

INDEMNIFICATION AND INSURANCE

A. Indemnification

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

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

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

D. Professional Liability Insurance

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

E. Commercial General Liability Insurance

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

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

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

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

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

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
- ~~7. The policy(ies) covers explosion, collapse, and underground hazards. (NOT USED)~~
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned, and hired* automobiles.

- ~~10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement. (NOT USED)~~
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



EXHIBIT C

CONSULTING AGREEMENT

*(Standard Consulting Agreement for
Contracts Greater than \$70,000 - Revised 3/24/14)*
(Note: Reference District Procedure No. 451)
**CONSULTING AGREEMENT
FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

Design Services – Administration Building HVAC Systems Upgrade

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

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *(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 *(state type - "preparation of planning documents", "preparation of design documents", or "construction management support services")* for the *(project title)* 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

IF OVER \$70,000:

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.

- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.
- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the (*state type - for example "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.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.

- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

(Include the following paragraph only if your scope of services includes Optional Services.)

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

ARTICLE 4 - TERMINATION

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

(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 the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

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

[Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. See CEP office for details.]

- 6.2 Designated CEP compliance for the duration of this Agreement is listed in Exhibit C, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT'S listed subconsultants shall be subject to approval by the DISTRICT'S Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

(Insurance criteria may vary – refer to the Risk Management Section Guidelines. Contact the Risk Management Section for copy of latest version.)

(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)

(FOR DESIGN PROFESSIONAL CONTRACTS (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE 7.1 BELOW:

- 7.1 Indemnification

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

(OR if contract is NOT with a design professional (engineers, architects, landscape architects, land surveyors or their firms) USE THIS PARAGRAPH 7.1 INSTEAD:

7.1 Indemnification

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

7.2 *(For construction management support Agreements only)*

CONSULTANT shall perform part of the work at sites where the DISTRICT's facilities are to be constructed, and which may contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees. CONSULTANT shall designate in writing to DISTRICT the field employee who is responsible for the health and safety of its employees. The responsible employee shall have experience and knowledge of all Federal, State and local health and safety regulation requirements. All CONSULTANT personnel on construction sites shall have received all OSHA required health and safety training.

7.3 *(For construction management support Agreements only)*

In the event that any hazardous materials are encountered during the services provided by CONSULTANT or the work undertaken by construction contractors, DISTRICT shall sign any and all manifests relating to the generation, treatment, disposal or storage of all wastes associated with the work. Additionally, nothing contained in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, storer, treater, transporter, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the generation, storage, treatment, transportation, or disposal of wastes.

7.4 ***(For construction management support Agreements only - include only if design consultant and CM consultant are not the same)***

It is agreed and understood by CONSULTANT and DISTRICT that the design services have been completed by (*design consultant's name*) and therefore, CONSULTANT did not undertake any design activity or have design responsibility of the facilities to be constructed prior to execution of this Agreement.

7.5 **Insurance Requirements**

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT. (*see*

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

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

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

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

print out for consultant's use)

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

7.6 **Workers Compensation Insurance**

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

7.7 **Commercial General Liability Insurance**

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

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

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

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

The following coverages or endorsements must be included in the policy(ies): ***(Use only those coverages that apply and type [x] in boxes on Public Liability Certificate. Questions should be directed to Risk Management, x0177.)***

1. DISTRICT and its Directors, officers, and employees are additional insureds in the policy(ies) as to the work being performed under this Agreement;
2. The coverage is primary and non-contributory to any other insurance carried by DISTRICT;
3. The policy(ies) cover(s) contractual liability for the assumption of liability through the indemnity in this Agreement;
4. The policy(ies) is(are) written on an occurrence basis;
5. The policy(ies) cover(s) broad form property damage liability;
6. The policy(ies) cover(s) personal injury (libel, slander, and trespass) liability;
7. The policy covers explosion, collapse and underground hazards (construction contracts only).
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of non-owned automobiles and equipment.
10. The policy(ies) shall cover Pollution liability for claims related to the release or threatened release of pollutants into the environment arising out of or resulting from CONSULTANT's performance under this Agreement.
11. The policy(ies) shall not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

7.8 Professional Liability Insurance

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

ARTICLE 8 - NOTICES

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

(consulting firm's name)

(address)

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

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

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

Director of *(Wastewater Department or Engineering and Construction Department)*

P.O. Box 24055

Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The District's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The District's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7 There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

- 9.8 CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.

ARTICLE 10 - TERM

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

(NOTE: do not have a page break leaving signatures by themselves—must have at least the “in witness whereof” paragraph on signature page)

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

EAST BAY MUNICIPAL UTILITY DISTRICT

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

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

Rev. 3/24/14

EXHIBIT A

East Bay Municipal Utility District (Project Title)

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District (Project Title)

COMPENSATION

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

1. DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the agreed cost ceiling. CONSULTANT certifies that the cost and pricing information used herein are complete, current and accurate. CONSULTANT acknowledges that it will expend public funds and hereby agrees to use every appropriate method to contain its fees and minimize costs under this Agreement.
2. Compensation for CONSULTANT services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and a Professional Fee. Costs to be paid comprise the following:

2.1 Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the actual hourly rate for such employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor costs for principals shall be based upon the actual hourly rate of pay for those individuals. Labor rates shall be based on a normal 8-hour day, 40-hour week. DISTRICT will pay all personnel at their regular rate including any work performed on overtime or on holidays or weekends.

2.2 Indirect Costs

DISTRICT shall pay CONSULTANT an overhead expense equal to (*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 service area.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).

- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/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.
- Meals, transportation or other charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

Subconsultant services shall be billed at cost (plus a (*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 the 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 Professional Fee

As a portion of the total compensation to be paid to CONSULTANT, DISTRICT shall pay the Professional Fee, subject to the agreed Professional Fee Ceiling of **\$(dollars)** as specified in Exhibit B-1, as profit for services rendered by CONSULTANT covered by this Agreement. CONSULTANT shall earn the Professional Fee based on a **(insert rate)** percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

	<u>Contracted Services</u>	<u>Optional Services</u>	<u>Maximum Services*</u>
Cost Ceiling	\$(dollars)	\$(dollars)	\$(dollars)
Professional Fee Ceiling	(dollars)	(dollars)	(dollars)
Agreement Ceiling	(dollars)	(dollars)	(dollars)

**** (Maximum Services is the sum of Contracted and Optional Services. If your scope has no Optional Services, delete the Contracted and Optional Services columns.)***

The Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Exhibit B-1 and Exhibit B-2. Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and Professional Fee, shall be payable up to the Agreement Ceiling as specified herein.

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (.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. *(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports. ")* DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, *(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")*, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. *(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.6.")*

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

2.8 Budget Status Reports

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

2.9. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction. *(Optional Insert – include this paragraph 2.9 and all its*

subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)

- 2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- 2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the

general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
- 2.9.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- 2.9.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half

times the basic rate of pay.

- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

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

EXHIBIT B-1

East Bay Municipal Utility District
(Project Title)

COST DISTRIBUTION

[illegible]

I. Contracted Services

Task 1.1:

Task 1.2:

Task 2.1:

Task 2.2:

Subtotal I.

$$(\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast)$$

II. Optional Services

Task 3:

Task 4:

Subtotal II.

$$(\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast) \quad (\ast\ast\ast)$$

TOTAL Agreement (Total of Subtotals I. & II.)

* ODCs = Other Direct Costs.

** Professional Fee on consultant Direct Labor& Indirect Costs only. Should not include prime consultant markup on subconsultants.

*** Amount includes prime consultant markup on subconsultant.

**** *Insert salary rate.*

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

EXHIBIT B-2

East Bay Municipal Utility District (Project Title)

LABOR DISTRIBUTION

	Consultant				Subconsultants							
	Project Manager	Project Engineer	Drafting	Subtotal	Sub. #1			Sub. #2				
					Project Eng.	Assist. Eng.	Subtotal	Project Eng.	Assist. Eng.	Subtotal	Total	
Services(*)												
I. Contracted Services												
Task 1.1:												
Task 1.2:												
Task 2.1:												
Task 2.2:												
Subtotal												
II. Optional Services												
Task 3:												
Task 4:												
Subtotal												
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.)*

EXHIBIT C

East Bay Municipal Utility District (Project Title)

CEP COMPLIANCE

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

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

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



EXHIBIT D BUILDING OVERVIEW AND HVAC OPERATIONS

Building Overview

The EBMUD Administrative Building (AB) is a nine story office building located at 375 11th Street in Oakland, CA (Parcel number 2-59-3-1). The building was occupied beginning in September of 1991. It comprises approximately 271,500 square feet of office space, common areas and 151,050 square feet of parking below grade, and 24,800 square feet of terraces. The building operates Monday through Friday from 6 AM – 6 PM. Approximately 842 people work in the AB.

The building is constructed of concrete and steel with a fire rated core. The furnishings and wall coverings are designed to meet required smoke and flame ratings. The building has eight elevators (7 passenger elevators and 1 freight elevator) equipped with automatic recall, seismic detectors, backup power, and an alarm/intercom communication system.

A seismic retrofit of the building, completed in 2004, brought the building into compliance with modern earthquake standards.

Over the life of the AB, no major upgrades have been made to the HVAC, lighting, or data center systems. As a result, the building has an EnergyStar rating of 47 as of the end of April 2016.

Picture 1: EBMUD Administration Building



Energy Consuming Equipment

The AB has four main energy consuming energy groups:

- Heating, ventilation, and air conditioning (HVAC)
- Lighting
- Data center (computers and cooling)
- Plug loads

The following sections will describe each of these groups with the exception of the plug loads.

The first group that will be described is the HVAC systems. The AB's HVAC systems are unique because of the building's intended use versus how it is used today. When the building was planned and constructed approximately 30 years ago, it was assumed that the District would occupy floors 4-9 and it would lease floors 1-3 to other tenants. As a result the HVAC systems were designed as if the high rise portion of the building (flrs 4-9) and the low rise (flrs 1-3) were separate buildings. As it turned out, when the District finally moved into the building in 1991 they needed all nine floors to house their employees therefore none of the first three floors were ever leased.

For the purpose of this document, the HVAC systems will be described as "high rise" versus "low rise".

High Rise HVAC (Floors 4-9)

Picture 2: High Rise



Air Distribution

Heating, ventilation, and air conditioning (HVAC) is supplied to the high rise portion of the building (floors 4-9) via a dual duct air distribution system. Space temperature control is maintained by pneumatically controlled dual duct variable air volume (DDVAV) terminal boxes. Air is supplied to the distribution system by two 125 hp cold deck fans and one 75 hp hot deck fan. See Table 1 for fan details. The air passing through these fans is conditioned by the cooling and heating coils described in Table 2.

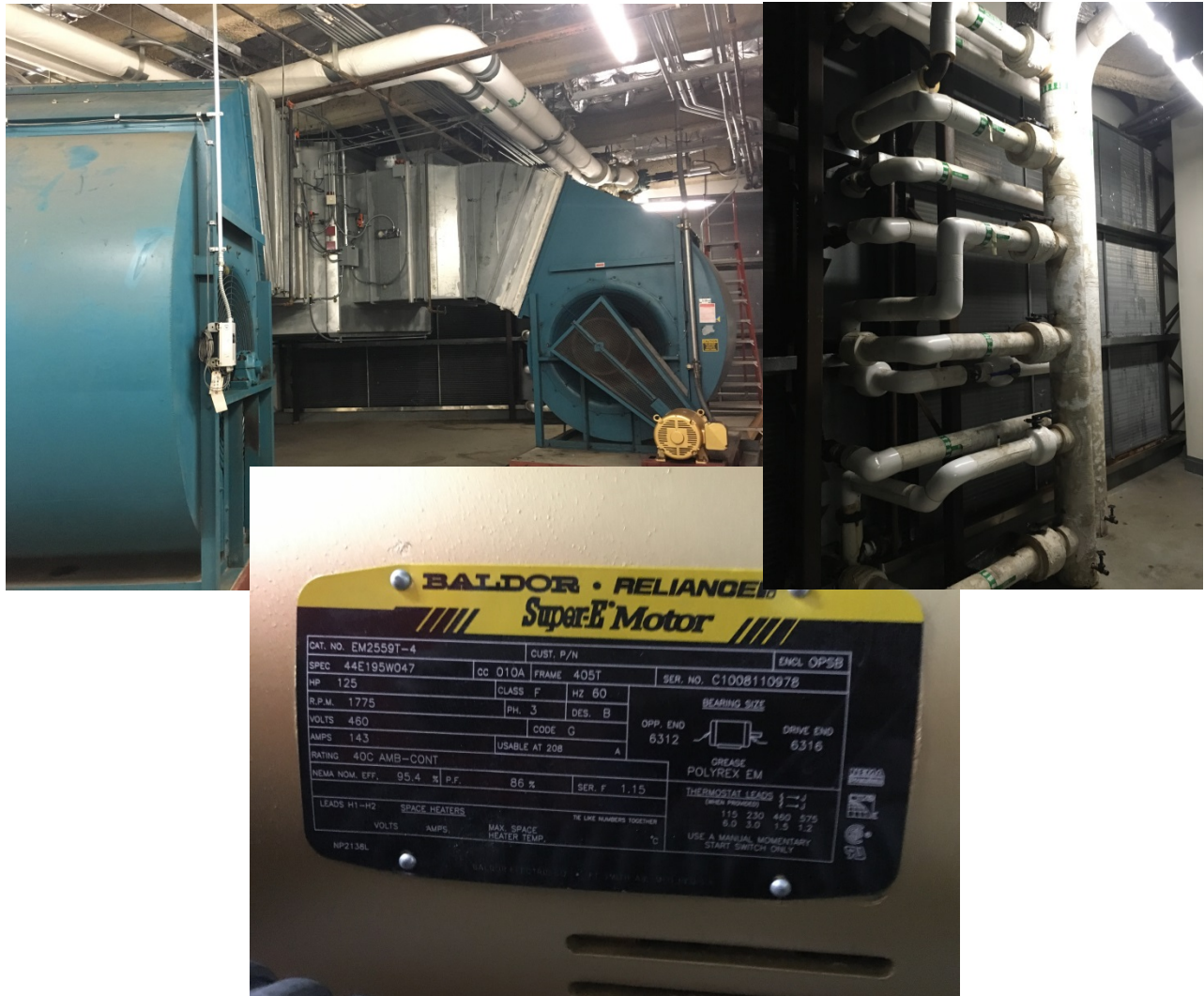
Table 1: Main Supply Fans

Fan	CFM	Total S.P.	Motor HP	Motor Eff	Fan Eff	Notes
SF-1	90,000	5"	125		74%	SF-1 & 2 operate in parallel
SF-2	90,000	5"	125		74%	
HF-1	60,000	4"	75		71%	

Table 2: Cooling & Heat Coil Specifications

Coil	Quantity	CFM/Coil	Entering DB/WB	Leaving DB/WB	Entering Water Temp	Leaving Water Temp	GPM/Coil
Cooling	6	30,000	77.8/62	52.2/51.1	44	55	190
Heating	3	20,000	65	110	55	160	65

Picture 3: Cold Deck Supply Fans (upper left), Cooling Coils (upper right), & Supply Fan Name Plate



Chilled & Hot Water System

Chilled and hot water is supplied to the coils via the constant speed pumps (i.e. primary only system) described in Table 3. The exiting air temperature is controlled by three way valves.

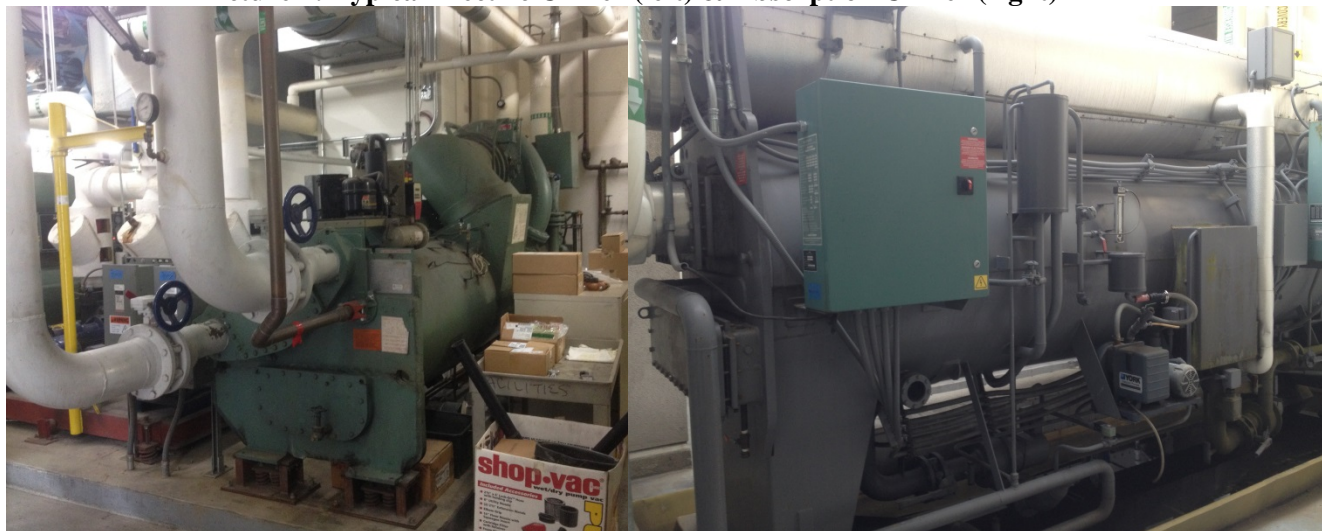
Table 3: Chilled & Hot Water Pumps

Tag	Make	Model	HP	GPM	Head (ft)
CHP-1	Paco	Unknown	30	600	90
CHP-2	Paco	Unknown	30	600	90
CHP-3	Paco	Unknown	30	600	90
HWP-1	Paco	16 25953-130101-2742	7.5	160	60
HWP-2	Paco	16 25953-130101-2742	7.5	160	60

Chilled water is supplied by three chillers; two 250 ton electric centrifugal chillers and one 200 ton absorption chiller. The absorption chiller is the lead chiller and is driven by waste heat from ten (10) 60 kW Capstone Microturbines. The Microturbines and absorption chiller were installed in 2004. Additional details are provided later in this report. Chiller details are listed in Table 4. Pictures of a typical electric and absorption chiller can be seen in Picture 4.

Table 4: Chillers

Tag	Make	Model	Type	Capacity	Controls
CH-1	Carrier	19DK55223CC	Centrifugal	250	Inlet guide vanes
CH-2	Carrier	19DK55223CC	Centrifugal	250	Inlet guide vanes
CH-3 (ABS)	York	YIA-HW-3B2-46-B-S	Absorption	200	Hot water Valve

Picture 4: Typical Electric Chiller (left) & Absorption Chiller (right)

Hot water is provided by two 2,400 MBtu/h water tube boilers. Hot water is also provided by hot water generated by the waste heat from the microturbines. Boiler details can be seen in Table 5. The heat exchangers related to the microturbine and cogen plant are described in the Cogen section below.

Table 5: Boilers

Tag	Make	Model	Input (MBU)	Output (MBU)	Eff	GPM
BLR-1	Bryan	CL-300	3,000	2,400	80%	160
BLR-2	Bryan	CL-300	3,000	2,400	80%	160

Cooling Towers

Heat is rejected from all three chillers through the Main Cooling Tower (CT-1). The make, model, and other specifics of CT-1 can be seen in Table 6. The Main Cooling Tower can be seen in Picture 5.

Table 6: Cooling Towers

Tag	Make	Model	Serial No.	Design WB (F)	Entering Water Temp (F)	Leaving Water Temp (F)	Flow Rate (gpm)
CT-1	BAC	3754-2CR	88-200874	70	90	80	2600
ACT-1	BAC	F1661-NR	88-200873	70	95	85	1010

Water is pumped between the chillers and cooling towers by Condenser Water Pumps (CWP) 1-3. See Table 7 for pump details.

Picture 5: Main Cooling Tower (CT-1)



Table 7: Condenser Water Pumps

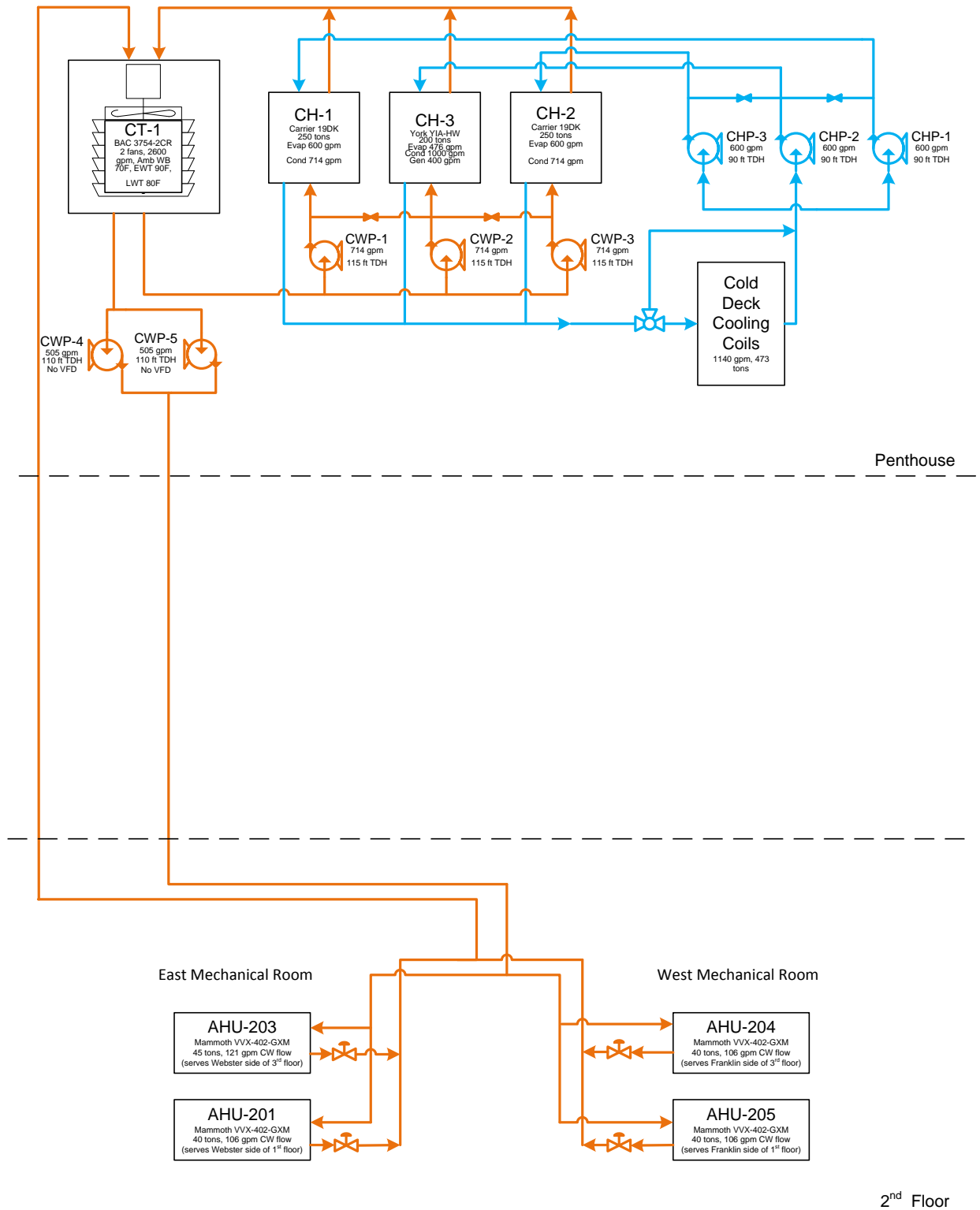
Tag	Make	Model	HP	GPM	Head
CWP-1	Paco	11-40127-1A6201	30	714	115
CWP-2	Paco	11-40127-1A6201	30	714	115
CWP-3	Paco	11-40127-1A6201	30	714	115
CWP-4	Paco	11-40129-1A6L01	25	505	110
CWP-5	Paco	11-40129-1A6L01	25	505	110

Building Condenser Water Loop

CT-1 also provides cooling water to loads located inside the building. Specifically, CT-1 provides cooling to water cooled direct expansion (DX) air handlers located on the 2nd floor of the building. More details are provided in the “Low Rise HVAC (Floor 1-3)” section.

Water is pumped from CT-1 to the building loads by CWP 4 & 5. A schematic of the main cooling tower and the chiller and building condenser water loops can be seen in Schematic 1.

Schematic 1: CT-1, Chiller, & Building Loop



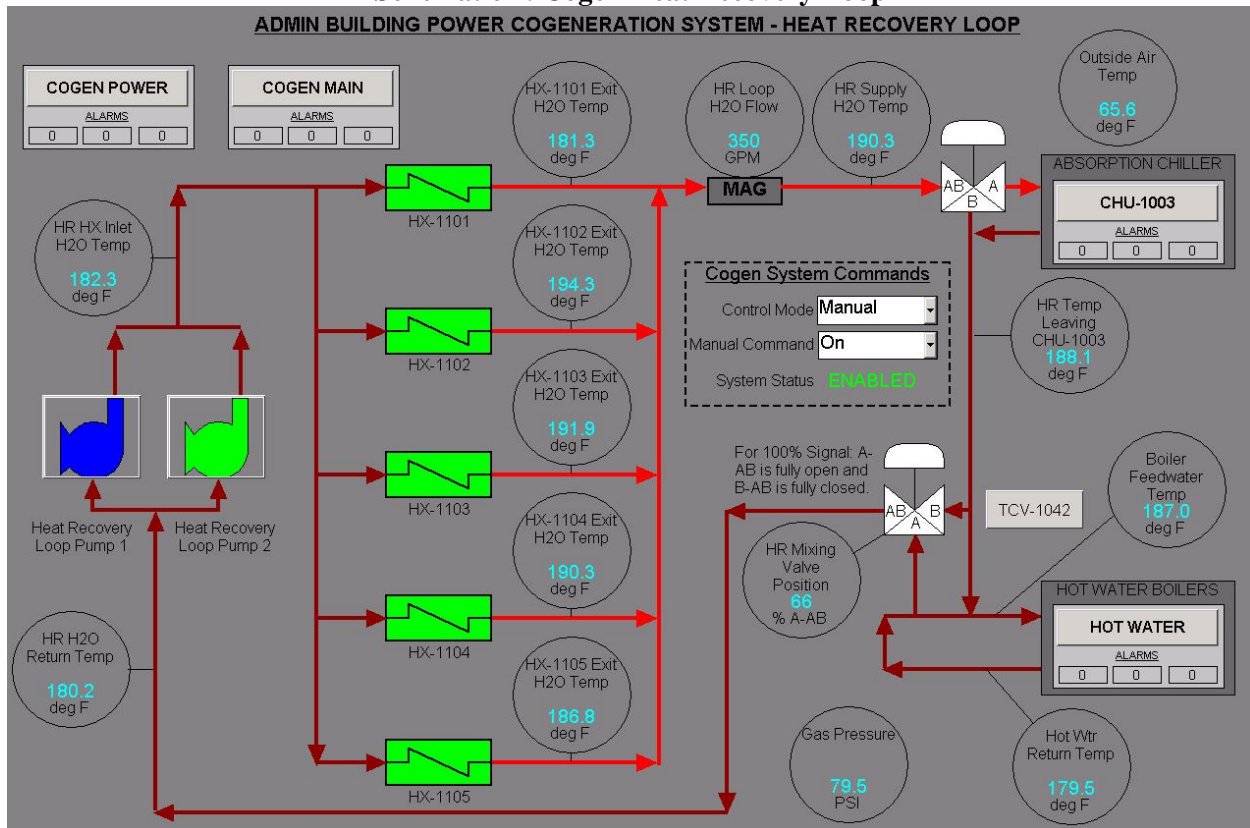
Cogen

The cogeneration plant ("cogen") is made up of ten 60 kW Capstone microturbines. The turbines are controlled to load follow. On a typical day the turbines will produce 150 kW during nights and weekends, which represent approximately 50% of the total building load. During occupied hours, the turbines typically produce approximately 400 kW, which represents roughly 60% of the total building load.

The exhaust waste heat is captured by five Unifin heat exchangers. The waste heat is used to heat water to approximately 185°F. The hot water is circulated by one of two 20 hp pumps. The hot water is used to drive the absorption chiller during the cooling season. During the heating season, the hot water is used to supplement the boilers described above.

The absorption chiller is the lead chiller during the cooling season. Typically the chiller is started at approximately 58°F outside air temperature (OAT) and can carry the entire building load until the OAT reaches ~68°F. Based on TMY3 data, this window of OAT represents ~3,900 hours.

Schematic 2: Cogen Heat Recovery Loop



Low Rise HVAC (Floors 1-3)

Picture 6: Low Rise



HVAC

Heating, ventilation, and air conditioning is supplied to the low rise portion of the building (floors 1-3) via a single duct distribution system. Space temperature control is maintained by pneumatically controlled single duct variable air volume (VAV) terminal boxes with hot water reheat. Hot water for the VAV box reheat is supplied by the hot water pumps described in Table 3 of the High Rise section.

Air is supplied to the distribution system via seven (7) water cooled built-up Mammoth air handlers. Each air handler is made up of two refrigeration compressors, controls, and variable speed supply fans. Details can be seen in Table 8.

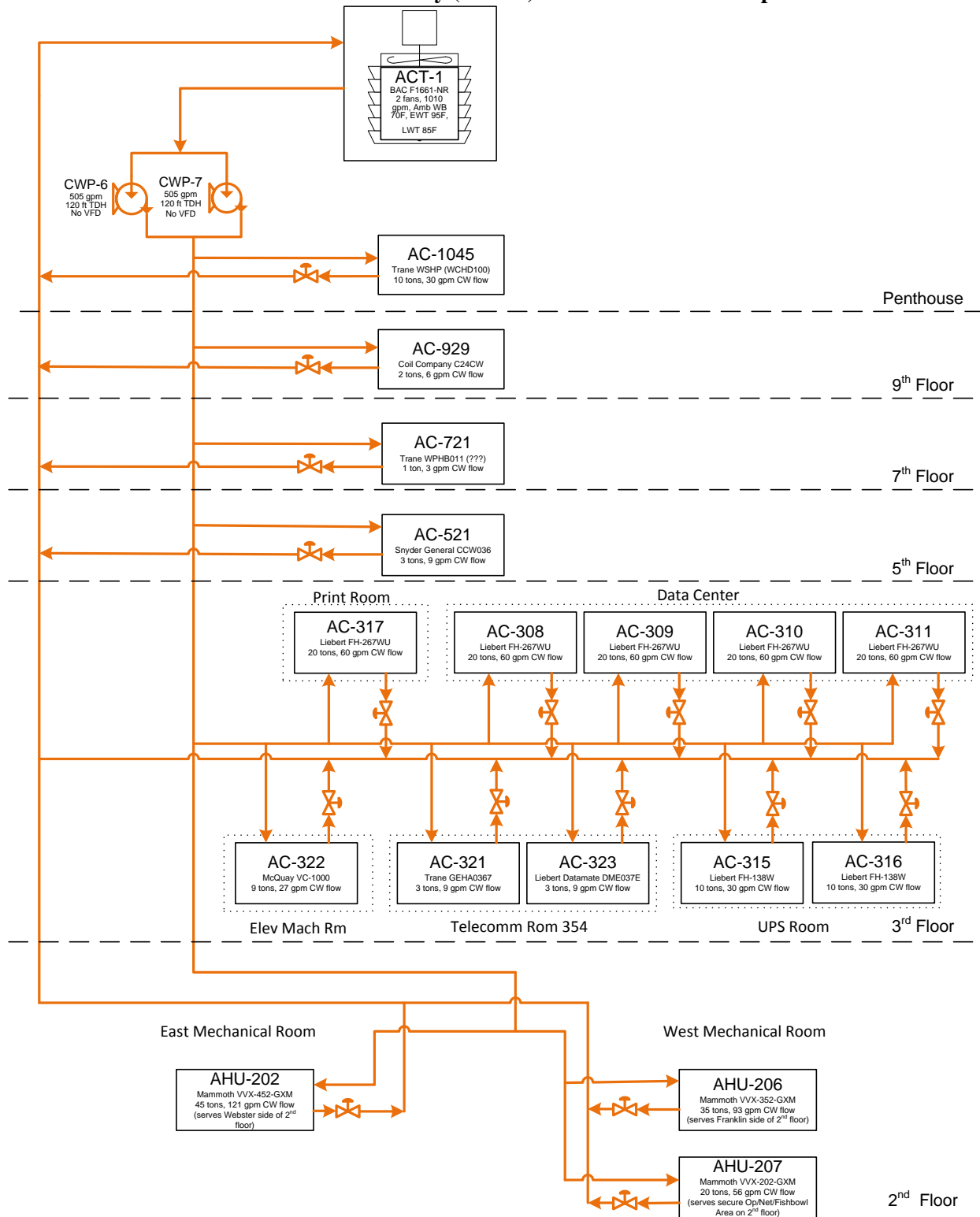
Table 8: Mammoth Units

AC Unit	Model	Fan HP	CFM	Sensible Capacity (MBH)	Total Capacity (MBH)	Cooling Source	Refrigerant
AHU-1	VVX-402-GXM	20	14,000	380	442	CT-1	R-22
AHU -2	VVX-452-GXM	25	17,000	443	523	ACT-1	R-22
AHU -3	VVX-452-GXM	25	15,500	421	479	CT-1	R-22
AHU -4	VVX-402-GXM	25	16,500	421	479	CT-1	R-22
AHU -5	VVX-402-GXM	20	14,000	380	442	CT-1	R-22
AHU -6	VVX-352-GXM	20	12,500	324	351	ACT-1	R-22
AHU -7	VVX-202-GXS	10	7,700	195	205	ACT-1	R-22

Heat is rejected from each unit to either the Building or Auxiliary condenser water loops. The Building condenser water loop is circulated and cooled by the main cooling tower (CT-1). A schematic of the building condenser water loop can be seen in Schematic 1 on page 6. The Auxiliary condenser water loop is circulated and cooled by the Auxiliary Cooling Tower (ACT-). See Table 6 on page 5 for the cooling

tower specifications. A schematic of the Auxiliary condenser water loop can be seen in Schematic 3 on page 9.

Schematic 3: Auxiliary (ACT-1) Condenser Water Loop



Data Center

The AB houses a data center on the third floor of the building. The data center is approximately 3,700 ft² and is cooled by four computer room air conditioning (CRAC) units. Two additional CRAC units cool the room that house the uninterrupted power system (UPS) and one CRAC cools the Print room. The CRAC unit details can be seen in Table 9. All seven CRAC units are cooled by the ACT condenser water loop. All of the CRAC units are locally controlled.

Table 9: CRAC Units

CRAC Unit	Make	Model	CFM	Condenser Flow (GPM)	Total Capacity (MBH)	Load Served
AC-308	Liebert	FH-267WU	10,200	40	247	Data Center
AC-309	Liebert	FH-267WU	10,200	40	247	Data Center
AC-310	Liebert	FH-267WU	10,200	40	247	Data Center
AC-311	Liebert	FH-267WU	10,200	40	247	Data Center
AC-315	Liebert	FH-138W	6,200	16	152	UPS
AC-316	Liebert	FH-138W	6,200	16	152	UPS
AC-317	Liebert	FH-267WU	10,200	40	247	Data Center

The data center was previously fitted with a halon fire protection system. Part of the system included a 2 hp, 4,500 cfm exhaust fan. The fan draws from the underfloor cavity and was intended to purge halon if it were ever discharged. The halon was removed in 2016, but the fan remains. The district would like to repurpose the fan as part of an outdoor economizing system for the data center if possible.

Uninterrupted Power System (UPS)

Inside the data center, only about 40% or less of the floor space is used to house server racks. Based on the UPS control screen, the data center has a load of approximately 60 kW/70 kVA. The UPS has a rated capacity of 563 kVA, therefore the UPS is operating at ~12% load. Furthermore the UPS produces a large amount of waste heat that must be removed by the CRAC units described in Table 9.

Lighting

Typical lighting is provided by 2'x2' fluorescent fixtures illuminated by two F32T8 U-lamps. Based on a lighting audit completed by Lighting Technology Services in 2001, the AB has an overall power lighting density of 1.13 W/ft². Since that time, several emergency lighting have been retrofitted with Type C LED lamps. A typical 2'x2' fixture can be seen in Picture 7.

Picture 7: Typical 2x2 F32T8 U-lamp Fixture





EXHIBIT E

REFERENCE DRAWINGS REQUEST FORM

The following reference drawings for the Administration Building are available upon request. To obtain the reference drawings, complete the Plans and Specifications Request Form and follow the directions on the form for submittal. Please note that due to the security-sensitive nature of these drawings, Consultants shall return the reference drawings and any reproductions by **October 21, 2016**.

1. A0.1 – Index Sheet
2. A2.4 – Ground Floor Plan
3. A2.5 – Second Floor Plan
4. A2.6 – Third Floor Plan
5. A2.7 – Fourth Floor Plan
6. A2.8 – Fifth thru Seventh Floor Plan
7. A3.1 – North Elevation
8. A3.2 – South Elevation
9. A3.3 – East and Miscellaneous Elevations
10. A3.4 – West and Miscellaneous Elevations
11. E1.2 – Riser Diagrams
12. E1.3 – Diagrams
13. E1.4 – Riser Diagrams, Symbols, & Notes
14. M0.1 – Legend, Abbreviations, and Schedules (866-M-201)
15. M0.1 – Schedules & Legend
16. M3.1 – Piping Flow Diagram
17. M6.1 – Control Diagrams
18. M6.2 – Control Diagrams



REQUEST FORM - RFP No. FES 17-01, Exhibit E - Reference Drawings

RFP Number and Name:

RFP No. FES 17-01, Design Services - Admin Building HVAC System Upgrade

To request the plans and/or specifications, please complete the form below, deliver it to the District at the address at the right. An e-mail copy of this request will be accepted but shall be immediately followed with a hard copy via snail mail. The email address is wei.jeng@ebmud.com. There is no charge for the Exhibit E - Reference Drawings.

DELIVER REQUEST TO:

East Bay Municipal Utility District
Bill Jeng, MS 505, Facilities Engineering Section
375 11th Street
Oakland, CA 94607

The undersigned, hereafter referred to as Requestor, requests _____ copy(s) of **Exhibit E - Reference Drawings** from East Bay Municipal Utility District (EBMUD). Because **Exhibit E** is security-sensitive, EBMUD requires that the **Exhibit E** (and any future addenda) of this project be kept confidential and not publicly disseminated. By signing below, Requestor agrees on behalf of his or her firm to the following:

- The copies are being requested for purposes of preparation of, or the decision to, submit a bid on this
- No copies shall be made nor distributed outside of the Requestor's control.
- All copies and any reproductions shall be returned to the District by **October 21, 2016**.
- Requestor shall be held liable for any expenses incurred by the District as a consequence of the Requestor's failure to return the copy(ies) and any reproductions made, including legal costs.

FIRM NAME: _____ PROFESSIONAL ENGINEER'S _____

BY: _____ DATE: _____
(signature)

(print name) TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

REQUESTOR'S ADDRESS:

CITY: _____ STATE: _____ ZIP: _____

CONTACT NAME: _____ TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

EBMUD ONLY

RFP No. _____ and Date Issued: _____

Date Returned:



EXHIBIT F

EBMUD CAD and Specification Writing Standards

Consultants shall prepare CAD drawings and CSI formatted specifications using the guidelines provided in the online links below. With respect to this Request for Proposal, Consultants shall use these guidelines to determine the required scope of work and effort in preparing deliverables for District review.

In evaluation of Consultant proposals, evaluators will consider the Consultants' understanding of the CAD and Specification guideline in the Evaluation Criteria under Article F "Understanding of the Project."

The EBMUD CAD guideline for Facility Drafting can be found here:

[https://www5.ebmud.com/specsinternet/projects/01 Drafting Guidelines 2015-04](https://www5.ebmud.com/specsinternet/projects/01_Drafting_Guidelines_2015-04)

Specifically, Consultants shall refer to the chapters "CAD Standards" and "Drafting Standards" for the preparation of CAD drawings. These chapters include the following topics:

Contents	Index	Search
<ul style="list-style-type: none">Getting StartedDistrict SoftwareMicroStation File Set-upFile ControlLevelsCAD Standards<ul style="list-style-type: none">Line StylesScreened LinesLine WeightsLine Style and Weight ChartText and FontsDrawing ScalesPatterning and ShadingCellsCell MenusDrafting StandardsPlottingStandard and Sample Drawings		

Contents	Index	Search
<ul style="list-style-type: none">Getting StartedDistrict SoftwareMicroStation File Set-upFile ControlLevelsCAD StandardsDrafting Standards<ul style="list-style-type: none">Overview of Drafting StandardsDrawing Border and Title BlockAbbreviationsList of Drawings SheetCross Referencing DrawingsDrawing SignaturesPlottingStandard and Sample Drawings		

At the start of the project, the District will provide Consultants with CAD templates that include the EBMUD border and typical layers for use in CAD drawing preparation.

The EBMUD Specification guideline can be found here:

[https://www5.ebmud.com/specsinternet/projects/02 Spec. Guidelines 2015-04/Instructions for Spec Preparation by Consultant2009_full.pdf](https://www5.ebmud.com/specsinternet/projects/02_Spec_Guidelines_2015-04/Instructions_for_Spec_Preparation_by_Consultant2009_full.pdf)