

# **REQUEST FOR PROPOSAL (RFP)**

## for SD-440 Remote Wastewater Facilities Improvements Project

### **ADDENDA**

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center/](http://ebmud.com/business-center/)

### **CONTACT**

**Raúl Ruiz**, Assistant Engineer  
(510) 287 1609  
[Raul.Ruiz@ebmud.com](mailto:Raul.Ruiz@ebmud.com)

### **RESPONSE DUE**

December 22, 2023  
3:00 p.m. PST

### **SUBMIT ELECTRONICALLY TO\***

**Raúl Ruiz**, EBMUD  
[Raul.Ruiz@ebmud.com](mailto:Raul.Ruiz@ebmud.com)

*\*Hardcopy proposals will not be accepted*

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

RFP

for

SD-440 Remote Wastewater Facilities Improvements Project

## **TABLE OF CONTENTS**

### **I. STATEMENT OF WORK**

- A. SCOPE
- B. PROPOSER QUALIFICATIONS
- C. SPECIFIC REQUIREMENTS

### **II. CALENDAR OF EVENTS**

### **III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

- A. RFP ACCEPTANCE AND AWARD
- B. EVALUATION CRITERIA/SELECTION COMMITTEE
- C. NOTICE OF INTENT TO AWARD AND PROTESTS
- D. 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 AND PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – SCOPE OF SERVICES

EXHIBIT F – LABOR HOURS BY TASK TEMPLATE

EXHIBIT G – ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY CHECKLIST (SAMPLE)

**I. STATEMENT OF WORK**

**A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe the professional services needed for improvements to the East Bay Municipal Utility District's (DISTRICT) remote facilities under SD-440. Consultant services shall include engineering services for pre-design, detailed design, bid period support, and engineering services during construction in the following areas: architectural, structural, civil, mechanical, fire protection, electrical, and instrumentation.

The DISTRICT's remote facilities include three wet weather treatment facilities (WWF); Oakport WWF, Point Isabel WWF, and San Antonio Creek WWF, and fifteen pump stations. The WWFs provide additional storage and primary treatment, if needed, during the fall and winter seasons when rain events can exceed the treatment capacity of the DISTRICT's Main Wastewater Treatment Plant. Various improvements are required across different remote facilities, including but not limited to:

- Point Isabel Wet Weather Facility
- Oakport Wet Weather Facility
- San Antonio Creek Wet Weather Facility
- Pump Station B
- Pump Station G
- Pump Station R
- Galbraith Pump Station

The DISTRICT intends to award a contract to the Proposer who best meets the DISTRICT's requirements. Construction is anticipated to be phased and may require separate construction document bid packages.

**B. PROPOSER QUALIFICATIONS**

**1. Proposer Minimum Qualifications**

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing architectural, civil, mechanical, fire protection, structural, electrical and instrumentation engineering design services for at least five (5) years. The Proposer shall also have experience working on similar municipal wastewater facilities.

- b. Proposer's project manager (PM) assigned to this project shall have the following experience:
  - (1) At least ten (10) years of experience providing evaluation and design services for similar municipal wastewater facilities.
  - (2) As project manager, successful completion of at least one (1) evaluation and design project within the last five (5) years. Preference will be given to Proposers whose project manager has experience with comparable projects in size and complexity.
  - (3) Experience in managing the preparation of bid documents for construction, including for municipal capital improvement projects.
  
- c. The Qualification of the Proposer's firm, any subconsultant(s), and the project team must collectively demonstrate experience on projects of similar type, size, and complexity as the proposed project. A project may be used for more than one category. Experience must include at least the following:
  - (1) Three (3) evaluation and retrofit design projects, resulting in the production of bid documents for construction, completed within the last ten (10) years. At least one project shall have had a consultant contract value over \$500,000.
  - (2) One (1) seismic evaluation and retrofit design project, including buildings or light industrial facilities in a high seismic hazard zone, resulting in the production of bid documents for construction, completed within the last ten (10) years.
  - (3) One (1) fire protection evaluation and retrofit design project, including buildings or light industrial facilities in a high seismic hazard zone, resulting in the production of bid documents for construction, completed within the last ten (10) years.
  
- d. The Proposer's staff or subconsultants shall stamp all reports, drawings, and specifications. Stamps shall be of their relevant disciplines including but not limited to:
  - (1) California Professional Engineer(s), Structural Engineer(s), and Fire Protection Engineers(s) in good standing licensed with the Board for Professional Engineers, Land Surveyors, and Geologists.

- e. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

c. SPECIFIC REQUIREMENTS

The DISTRICT seeks a Consultant to provide engineering services for pre-design and detailed design for improvements to various remote wastewater facilities. Tasks will include field evaluation and condition assessment; architectural and structural analysis; detailed design; drafting; permit assistance; cost estimating; developing construction sequencing and scheduling; preparation of bid documents (specifications and drawings) for construction; bid services; and engineering services during construction. The following is a general outline of tasks for this project, see Exhibit E for full scope of services.

- Task 1 Project Management - The Consultant shall coordinate engineering analysis and design work with the DISTRICT; prepare meeting agenda and minutes; attend meetings; manage quality assurance and quality control; prepare deliverables; and provide documents and invoices as necessary to effectively manage this project.
- Task 2 Data and Condition Assessments - The Consultant shall collect and review facility documents and data prior to performing on-site, multi-disciplinary condition assessments of the existing facilities to support the evaluation and design efforts.
- Task 3 Preliminary Design - The Consultant shall perform preliminary design services to define the design criteria; project area; prioritization; develop alternatives; preliminary equipment/product selection; preliminary layouts and sections; cost estimates; list of drawings; list of specifications; project constraints such as permitting, staging, wet weather, facility outages, procurement of materials, etc., and other details needed to prepare the Preliminary Design Report that will serve as the basis of design for the project
- Task 4 Detailed Design – Bid Package(s) - The project will include detailed design as defined and recommended in the Preliminary Design Report. The Consultant shall perform detailed design with submittals at 10%, 50%, 90%, and Final completion. Project duration and construction scheduling will be evaluated to determine the number of separate bid packages necessary. User Group meetings will be held to solicit feedback and address concerns

- Task 5 Bid Services – Consultant shall provide technical support to the DISTRICT during the bidding process for each bid package, including pre-bid meetings, responding to questions, and preparation of addenda.
- Task 6 Engineering Services During Construction – Consultant shall support the DISTRICT during project construction with issue resolution, submittal reviews, change order assistance, start-up assistance, and record drawings.
- Task 7 Data and File Management – Consultant shall organize and tabulate of all documents and files including, but are not limited to, drawings, specifications, cost estimates, reports, technical memoranda, collected data and materials, photos, models, and calculations to be provided to the DISTRICT.
- Task 8 Optional Services - Optional services may include additional engineering services identified during the course of this project.

## II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
<b>RFP Issued</b>	November 13, 2023	
<b>MANDATORY Proposal Conference</b>	November 28, 2023 @ 10:00 AM on Microsoft Teams	Please email <a href="mailto:Raul.Ruiz@ebmud.com">Raul.Ruiz@ebmud.com</a> for a video conference invitation link
<b>MANDATORY Site Walk</b>	November 29, 2023 @ 10:00 AM	Please email <a href="mailto:Raul.Ruiz@ebmud.com">Raul.Ruiz@ebmud.com</a> for meeting details and requirements.
<b>Response Due</b>	December 22, 2023 by 3:00 p.m PST	
<b>Potential Interviews</b>	January 16 and 17, 2024	
<b>Anticipated Contract Start Date</b>	April 16, 2024	

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

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

Anticipated project milestones are included in Exhibit E – Scope of Work.

A. PROPOSAL CONFERENCE AND SITE WALK

Proposal conference and site walk 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 Addenda following the site walk/Proposal conference.

***NOTE: Job walk will be limited to one or two Wet Weather Facilities due to time and distance constraints.***

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

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

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

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

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

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

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

The Evaluation Criteria are as follows:

	<b>Evaluation Criteria</b>
<b>A.</b>	<p><b>Firm(s) Experience:</b>                      RFP responses will consider the type of projects completed and compare the extent of experience of Proposer’s team on the following areas:</p> <ol style="list-style-type: none"> <li>1. Condition assessment and evaluation for wastewater facilities, including structures, equipment, piping, electrical, and instrumentation.</li> <li>2. Architectural, civil, mechanical, HVAC, fire protection, and electrical design for upgrades to similar facilities.</li> <li>3. Seismic evaluation and retrofit design for existing buildings.</li> <li>4. Design for bypass pumping systems and confined space entries.</li> <li>5. Detailed design and construction sequencing/scheduling experience for similar facilities.</li> </ol>

	References will be contacted to address the questions above. The DISTRICT will make a reasonable effort to reach each reference, however, the reference may be deemed invalid if no response is received. It is the Proposer's responsibility to verify their references are reachable at the provided contract information.
<b>B.</b>	<p><b>Key Personnel:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the Project Team have relevant experience on condition assessment, evaluation, and detailed design for architectural, civil, structural, mechanical, HVAC, fire protection, and electrical upgrades for similar wastewater facilities?</li> <li>2. Do the Project Team resúmes demonstrate backgrounds and education that would be desirable for the work this project requires?</li> <li>3. Does the Project Team have availability, proximity, and responsiveness to perform the work?</li> <li>4. Does the Project Manager demonstrate effective leadership skills managing projects with similar scope to this project? Does the Project Manager have experience working with municipal agencies?</li> </ol>
<b>C.</b>	<p><b>Project Understanding and Approach:</b> RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>2. Does the Consultant identify a clear and logical approach to implementing the required improvements?</li> <li>3. Does the Consultant describe technical solutions that meet DISTRICT needs in an effective and cost-efficient way?</li> <li>4. Does the labor hours for each task ensure the Consultant's understanding of the project scope and does allocation of resources meet the DISTRICT's expectations.</li> </ol>
<b>D.</b>	<p><b>Schedule:</b> An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the DISTRICT's schedule.</p>
<b>E.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b> References are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>

<b>F.</b>	<p><b>Oral Presentation and Interview:</b> Oral presentation will be evaluated based on:</p> <ol style="list-style-type: none"> <li>1. Proposed team’s ability to present their proposal in an organized, concise, and timely manner.</li> <li>2. Project Manager’s demonstration of effective leadership.</li> <li>3. Responses to specific questions regarding the specific RFP response.</li> </ol>
<b>G.</b>	<p><b>Contract Equity Program:</b> Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>

**C. NOTICE OF INTENT TO AWARD AND PROTESTS**

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

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

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

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

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

protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 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 workday time limit. Any proposal protest filed with any other DISTRICT office shall be forwarded immediately to the Manager of Purchasing.

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

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

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

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

D. INVOICING

1. Following the DISTRICT's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the DISTRICT will render payment within thirty (30) days of receipt of a correct invoice.
2. The DISTRICT will notify the General or Professional Service Provider of any invoice adjustments required.

3. Invoices shall contain, at a minimum, DISTRICT purchase order number, invoice number, remit to address, and itemized services description. See Exhibit E, Task 1 – Project Management for additional requirements.
4. The DISTRICT will pay the Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

#### **IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

##### **A. DISTRICT CONTACTS**

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

**FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:**

Attn: Raúl Ruiz, Assistant Engineer

EBMUD - Wastewater Engineering Division/Wastewater Department

E-Mail: Raul.Ruiz@ebmud.com

PHONE: 510-287-1609

**FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office

PHONE: (510) 287-0114

**AFTER AWARD:**

Attn: Raúl Ruiz, Assistant Engineer

EBMUD - Wastewater Engineering Division/Wastewater Department

E-Mail: Raul.Ruiz@ebmud.com

PHONE: 510-287-1609

##### **B. SUBMITTAL OF RFP RESPONSE**

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in PDF format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to Raul.Ruiz@ebmud.com. The DISTRICT's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. Late responses will not be accepted. The DISTRICT shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-1609 to check receipt of the proposal.

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

C. RESPONSE FORMAT

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



# EXHIBIT A

## RFP RESPONSE PACKET

**RFP For – SD-440 Remote Wastewater Facilities Improvement Project**

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

From: \_\_\_\_\_  
(Official Name of Proposer)

### RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
  - EXHIBIT A – RFP RESPONSE PACKET
    - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
  - EXHIBIT B – REVIEW OF INSURANCE REQUIREMENTS (DO NOT SUBMIT AT THIS TIME)
  - EXHIBIT C – REVIEW OF SAMPLE CONTRACT REQUIREMENTS
  - EXHIBIT D – REVIEW OF SCOPE OF SERVICE REQUIREMENTS
  - EXHIBIT E – IRAN CONTRACTING ACT CERTIFICATION FORM
  - EXHIBIT F – LABOR HOURS BY TASK TEMPLATE
  - EXHIBIT G – REVIEW OF ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY CHECKLIST
  
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
  
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
  
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



### PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

DISTRICT and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The DISTRICT may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The DISTRICT shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the DISTRICT. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
- Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

YES  NO

If so, please list:

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

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_



## 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, Firm Experience, 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. The Letter of Transmittal should include the project manager, key technical personnel, and subconsultant(s), including all office location(s) where work would be performed. This Letter of Transmittal should not exceed two (2) pages in length and shall be signed by an individual having authority to execute an agreement with the DISTRICT.

*The RFP response to the following sections (2, 3 and 4) shall be no longer than 15 pages in total length for the three sections together, excluding the labor hour worksheet.*

2. **Firm Experience:** RFP response shall include a description of the Proposer’s experience and qualifications for providing services for this project. Description shall contain information on similar type of projects completed. Description for the qualifying projects must include client name, scope highlights, year completed, contract fee, lead firm name, and contact information. Project (Client) contacts may be used as references for Item 7.
3. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide subconsultant or support services for the RFP. Provide an organizational staffing chart identifying key personnel and responsibilities of each team member. 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 office address, telephone number, fax number, and e-mail address;
  - (d) The person’s educational background; and
  - (e) The person’s relevant experience, certifications, and/or merits

For the Consultant’s project manager, elaborate on how the project manager shall:

- Coordinate all deliverables. Draft reports are required prior to all final reports.
- Attend and support project management and/or working meetings with the DISTRICT.
- Manage schedule and budget and report progress.

- Address any performance issues that may arise during the period of the contract.
- Ensure quality assurance/quality control for work.
- Coordinate and work effectively with subconsultants and, Contractors.

Provide résumés in an appendix to the RFP response, for all the key project personnel.

***Note that proposed key personnel must be included as part of the interview team. Once a contract is awarded any proposed substitution of key personnel must be submitted for approval by the DISTRICT.***

4. **Project Understanding and Approach:** The proposal should include a clear and complete discussion of the project goals and the Proposer’s approach to meeting those goals. Proposer shall include how each Task in Exhibit E will be completed in sufficient detail to present the proposed approach. In general, the project approach should demonstrate:

- Proposer’s adequate resources and expertise to complete the work.
- Proposer’s use of existing information and data.
- Proposer’s extensive knowledge of multi-disciplinary condition assessments and prioritization for capital improvements.
- Proposer’s extensive knowledge of civil, structural, architectural, mechanical, fire protection, and electrical evaluation and retrofit design of wastewater facilities comparable to the scope of work.
- Proposer’s extensive knowledge of permitting requirements similar facilities and comparable project scope.
- Proposer’s extensive knowledge of construction phasing, staging, sequencing, and scheduling of construction, comparable to the scope of work.
- Proposer’s extensive knowledge coordinating and managing multi-disciplinary projects.
- Proposer’s extensive experience providing engineering bid evaluation and engineering services during construction to utilities similar to the DISTRICT.

Discuss any reasons for significant changes to the scope of work. As part of the proposal, respondents are encouraged to recommend changes or additions to the scope of work that may improve performance, reduce costs, or shorten the project schedule. The proposed scope should include any optional services that the Consultant feels may improve successful completion of the project. Resources under this task are for work that is not within the anticipated scope of services described in this RFP package.

Provide a detailed breakdown of labor hours by task and positions, including subconsultants. The estimate of labor hours will provide a basis for contract negotiations with the selected Proposer. The Proposer may use the table provided in Exhibit F as a template. Clearly identify planned meetings, activities where DISTRICT involvement is required (inspection, submittal review, etc.), and activities where outside party involvement is required for each Task. Portions of separate Tasks may be performed concurrently. Task and subtask dependency should be reflected in the Proposer’s schedule.

5. **Schedule:** Major milestone deliverable dates for each Deliverable and Design Submittal are included in Exhibit E - Scope of Work. The Proposal shall include a detailed work plan and schedule to indicate how the Proposer will meet, or exceed, the project timetable, including weather/shutdown constraints, for condition assessments and the deliverables outlined in this RFP. Clearly identify the critical path and tasks that can be worked on concurrently.

6. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
  - Proposers must verify the contact information for all references provided is current and valid.
  - Proposers are strongly encouraged to notify all references that the DISTRICT may be contacting them to obtain a reference.
- (c) The DISTRICT may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The DISTRICT reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

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 For – SD-440 Remote Wastewater Facility Improvements Project**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of three references.**

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

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

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

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

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



**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**RFP For – SD-440 Remote Wastewater Facility Improvements Project**

**Proposer Name:** \_\_\_\_\_

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

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

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

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

The CEP guidelines and forms can be downloaded from the DISTRICT website at the following link:  
**<https://www.ebmud.com/business-center/contract-equity-program>**

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



## EXHIBIT B

# INSURANCE REQUIREMENTS

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

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

The following provisions applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.

- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days

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

**I. Workers' Compensation and Employer's Liability Insurance Coverage**

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
  - Coverage A. Statutory Benefits Limits
  - Coverage B. Employer's Liability of not less than:
    - Bodily Injury by accident: \$1,000,000 each accident
    - Bodily Injury by disease: \$1,000,000 each employee
    - Bodily Injury by disease: \$1,000,000 policy limit
- B. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- C. If there is an onsite exposure of injury to CONTRACTOR, subcontractor, and/or subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.
- D. If CONTRACTOR is self-employed, a sole proprietorship or a partnership, with no employees, and is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- E. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "F."
- F. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

**INSURANCE VERIFICATION DOCUMENTS**

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

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

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

Self-Insured Retention Amount: \$ \_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

## II. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- |                                    |  |
|------------------------------------|--|
| Bodily Injury and Property Damage  | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations      | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure

to provide the waiver of subrogation from its insurance carrier(s).

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

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

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

**Verification of Commercial General Liability (CGL) Insurance Coverage**

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

**Self-Insured: Amount: \$** \_\_\_\_\_

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

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

### III. Business Auto Liability Insurance Coverage

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

- A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- B. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
- |  |             |
|--|-------------|
| Each Occurrence Limit (per accident) and in the Aggregate: | \$2,000,000 |
| Bodily Injury and Property Damage:                         | \$2,000,000 |
- C. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile
- This provision ensures the policy covers losses arising out of use of company-owned vehicles ("owned autos"), employee's personal autos ("non-owned autos" meaning not owned by company/insured) or autos that are rented or leased ("hired autos").
- D. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- E. If CONTRACTOR's Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR's and/or Subcontractor's performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR's Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other "pollutants" needed for the normal functioning of covered autos.
- F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

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

**Verification of Business Auto Liability Insurance Coverage**

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

**Self-Insured: Amount: \$** \_\_\_\_\_

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

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_

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

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:
- |                                 |             |
|---------------------------------|-------------|
| Each Claim or Occurrence Limit: | \$3,000,000 |
| Aggregate Limit:                | \$6,000,000 |
- D. If Coverage is written on a claims-made form, the following shall apply:
1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
  3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- E. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.
- F. Coverage shall be included for all premises and operations in any way related to this Agreement.

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

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

**Self-Insured: Amount: \$ \_\_\_\_\_**

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

**Policy Number: \_\_\_\_\_**

**Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_**

**Insurance Carrier Name: \_\_\_\_\_**

**Insurance Broker or Agent: Print Name: \_\_\_\_\_**

**Insurance Broker or Agent's Signature: \_\_\_\_\_**

## V. Pollution Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:
- |                                 |             |
|---------------------------------|-------------|
| Each Claim or Occurrence Limit: | \$2,000,000 |
| Aggregate Limit:                | \$2,000,000 |
- D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.
- E. If Coverage is written on a claims-made form, the following shall apply:
1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.
- F. Insurance shall include prior acts coverage sufficient to cover the services under this Agreement.

Verification of Pollution Liability Insurance Coverage

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

Self-Insured Amount: \$ \_\_\_\_\_

Policy Limit: Per Claim \$ \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier Name: \_\_\_\_\_

Insurance Broker or Agent: Print Name: \_\_\_\_\_

Insurance Broker or Agent's Signature: \_\_\_\_\_

## **VI. Excess and/or Umbrella Liability Insurance Coverage**

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
  2. Coverage shall be included for all premises and operations in any way related to this Agreement.
  3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
  4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
  5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
  6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
  7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policy's limits.
  9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).
- D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

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

**Self-Insured: Amount: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:** \_\_\_\_\_



## **EXHIBIT C**

# **CONSULTING AND PROFESSIONAL SERVICES AGREEMENT (SAMPLE)**

Note: Exhibits A, B, C, and D contained within the RFP's Exhibit C are not related to the RFP. The sample Consultant and Professional Services Agreement and its associated exhibits are provided for reference only.

*(Standard Consulting Agreement for  
Contracts Greater than \$80,000 - Revised 6/2/2021)  
(Note: Reference District Procedure No. 451)*

**CONSULTING AND PROFESSIONAL  
SERVICES AGREEMENT FOR  
EAST BAY MUNICIPAL UTILITY DISTRICT  
*SD-440 REMOTE WASTEWATER FACILITIES IMPROVEMENTS***

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 \$80,000:***

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

***-OR- IF BETWEEN \$30,000 AND \$80,000:***

WHEREAS, DISTRICT has authorized the contract by approval of the General Manager.

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)**. 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.

#### **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**

*(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, expenses, claims, suits, and damages, including attorneys' fees, arising out of or pertaining to, or relating to CONSULTANT's, its associates', employees', subconsultants', or other agents' negligence, recklessness or willful misconduct in the operation and/or performance under this Agreement.

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

*(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

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

## **ARTICLE 8 - NOTICES**

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

*(consulting firm's name)*

*(address)*

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

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

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

Director of *(Wastewater Department 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.

*(If this Agreement is to be executed using digital signatures via DocuSign instead of wet signatures, use the following paragraph. Otherwise, delete it.)*

9.9 Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

*(If this Agreement is to be executed by having each party wet sign a separate signature page and submitting all signed pages in original format or via scanning for compilation with the final Agreement, use the following paragraph. Otherwise, delete it.)*

9.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same 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. 6/2/2021

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

2.1 Direct Labor

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

2.2 Indirect Costs

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.

- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

### 2.3 Subconsultant Services

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

### 2.4. Other Direct Costs

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

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

2.6 Budget Amounts

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

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

The Maximum 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 and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in 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. ")***

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

## 2.8 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](http://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>.

SAMPLE

*(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**

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

\* ODCs = Other Direct Costs.

\*\* Includes any prime consultant markup in subconsultant hourly rates.

\*\*\* *Insert hourly rate.*

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

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

**EXHIBIT C**

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

**CEP COMPLIANCE**

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

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

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

**EXHIBIT D  
INSURANCE REQUIREMENTS**

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

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

**I. Provisions Applicable to All Required Insurance**

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

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

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

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

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

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

- G. At the option and request of the DISTRICT, CONSULTANT shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.
- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- J. CONSULTANT shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONSULTANT's insurance broker or agent update, sign and return Exhibit D to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONSULTANT must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONSULTANT agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONSULTANT arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONSULTANT agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies

of policies may be redacted to eliminate premium details.)

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

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

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

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

Coverage A. Statutory Benefits Limits

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

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

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

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

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

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

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

CONSULTANT has no employees and is exempt from the State of California Workers' Compensation requirements.

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

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

SAMPLE

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

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

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

Self-Insured Retention: Amount: \$ \_\_\_\_\_  
\_\_\_\_\_

Policy Limit: \$ \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_

Insurance Carrier  
Name: \_\_\_\_\_

Insurance Broker or Agent: Print  
Name: \_\_\_\_\_

Insurance Broker or Agent's Signature:  
\_\_\_\_\_

### **III. Commercial General Liability Insurance (“CGL”) Coverage**

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

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

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

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

D. Coverage must be on an occurrence basis.

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

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

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

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

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

J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONSULTANT and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and

committee members, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONSULTANT's failure to provide the waiver of subrogation from its insurance carrier(s).

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

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

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

**Verification of Commercial General Liability (CGL) Insurance Coverage**

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

**Self-Insured:        Amount: \$** \_\_\_\_\_  
\_\_\_\_\_

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

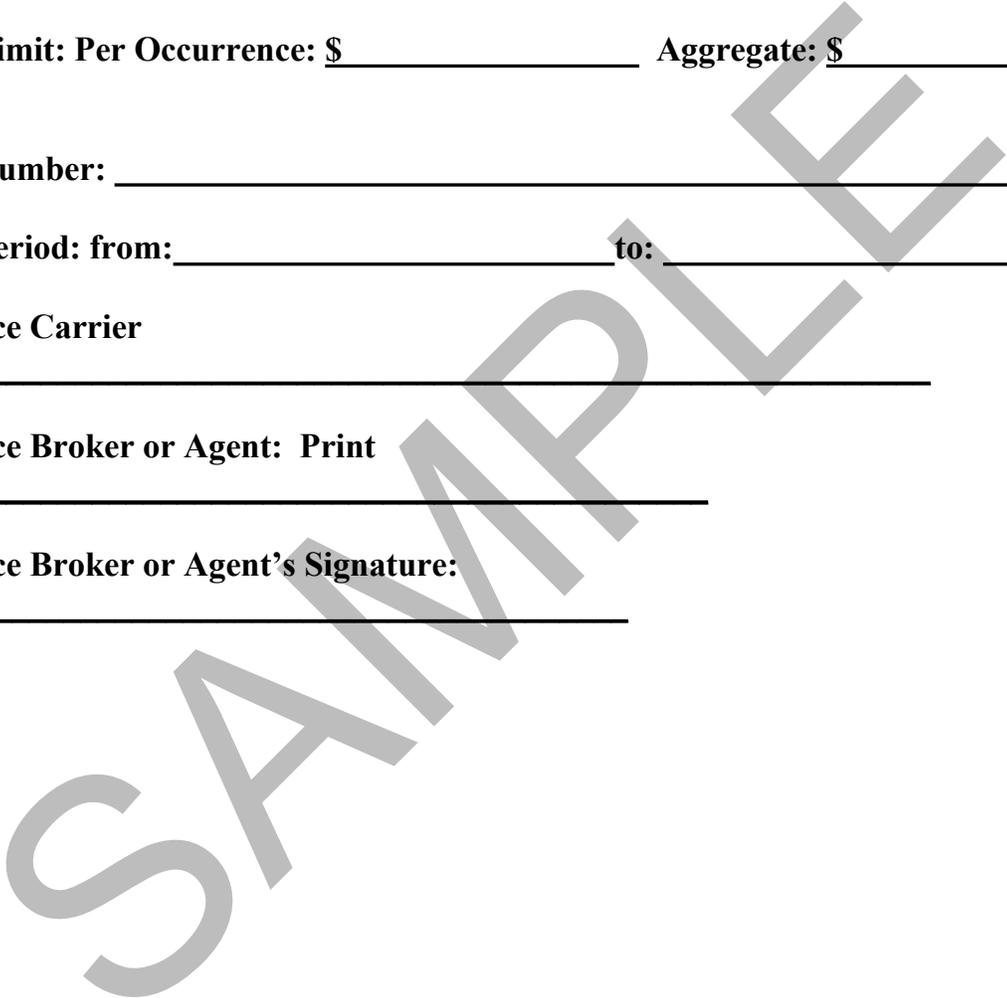
**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier  
Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print  
Name:** \_\_\_\_\_

**Insurance Broker or Agent’s Signature:**  
\_\_\_\_\_



#### **IV. Business Auto Liability Insurance Coverage**

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

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

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

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

Bodily Injury and Property Damage: \$2,000,000

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

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

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

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

F. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying

and excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

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

**Verification of Business Auto Liability Insurance Coverage**

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

**Self-Insured: Amount: \$** \_\_\_\_\_

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

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:**  
\_\_\_\_\_

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

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

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

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

Each Claim or Occurrence Limit: \$3,000,000

Aggregate Limit: \$6,000,000

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

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

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

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

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

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

**Self-Insured: Amount: \$** \_\_\_\_\_

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

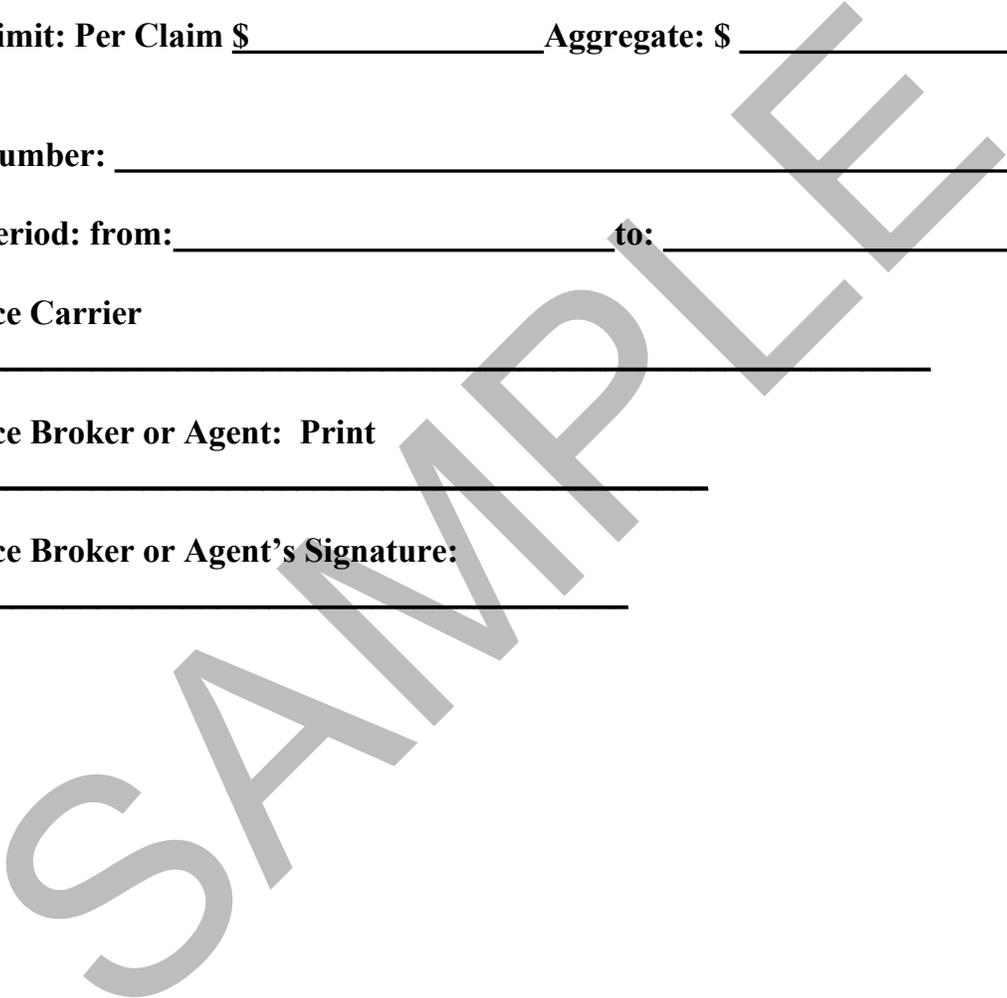
**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print Name:** \_\_\_\_\_

**Insurance Broker or Agent’s Signature:** \_\_\_\_\_



## **VI. Pollution Liability Insurance Coverage**

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

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

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

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

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

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

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

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

**Verification of Pollution Liability Insurance Coverage**

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

**Self-Insured: Amount: \$ \_\_\_\_\_**

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

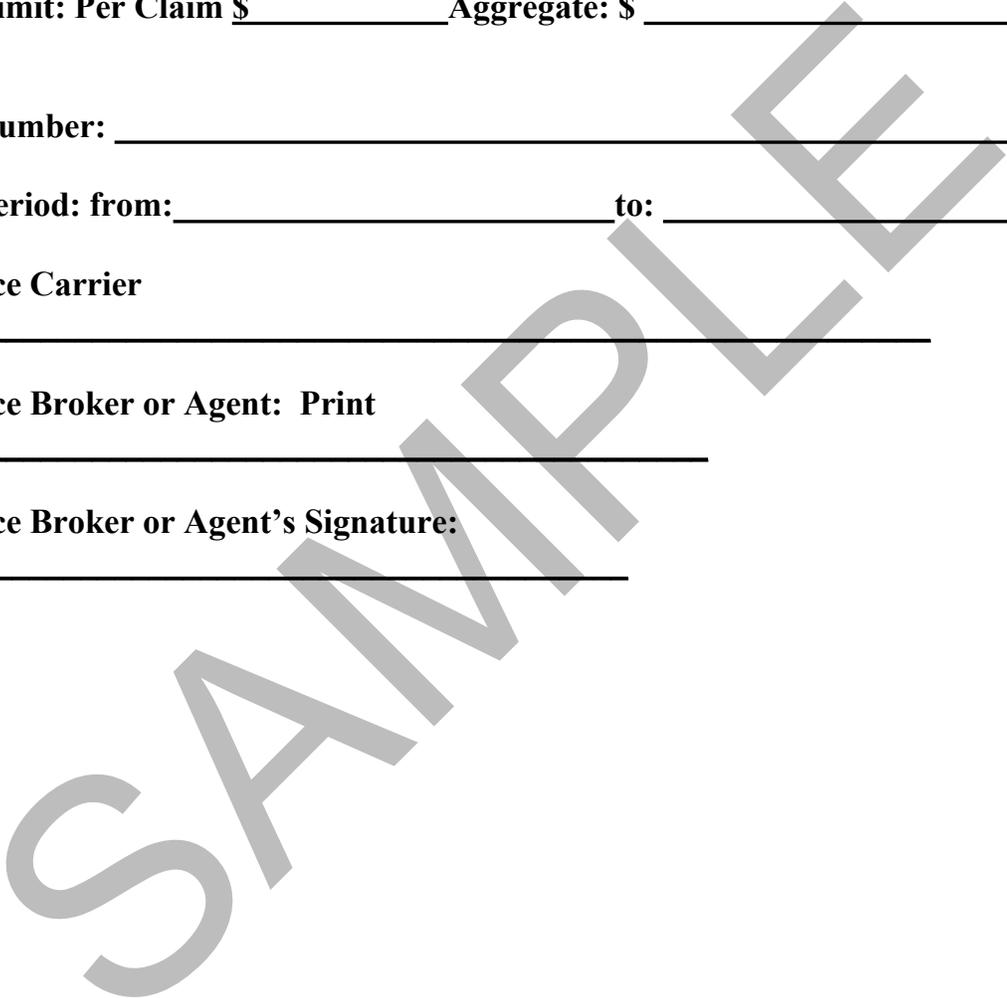
**Policy Number: \_\_\_\_\_**

**Policy Period: from: \_\_\_\_\_ to: \_\_\_\_\_**

**Insurance Carrier  
Name: \_\_\_\_\_**

**Insurance Broker or Agent: Print  
Name: \_\_\_\_\_**

**Insurance Broker or Agent’s Signature:  
\_\_\_\_\_**



## **VII. Excess and/or Umbrella Liability Insurance Coverage**

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

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

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

1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
2. Coverage shall be included for all premises and operations in any way related to this Agreement.
3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONSULTANT's behalf.
5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONSULTANT under this Agreement as an "insured contract."
6. "Independent CONSULTANT's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONSULTANT, in any way related to Services performed under this Agreement.

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

9. CONSULTANT and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

**Verification of Excess and/or Umbrella Liability Insurance Coverage**

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

**Self-Insured:**            **Amount: \$** \_\_\_\_\_  
\_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Insurance Carrier  
Name:** \_\_\_\_\_

**Insurance Broker or Agent: Print  
Name:** \_\_\_\_\_

**Insurance Broker or Agent's Signature:**  
\_\_\_\_\_



# EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

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

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

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

### CERTIFICATION FOR PARAGRAPH 1:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

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

# EXHIBIT E

## SCOPE OF SERVICES

### SD-440 REMOTE WASTEWATER FACILITIES IMPROVEMENTS PROJECT

#### I. BACKGROUND

##### Overview

The East Bay Municipal Utility District (EBMUD; DISTRICT) is a publicly owned utility formed under the Municipal Utility District Act (MUD Act) passed by the California Legislature in 1921. In 1944, voters approved the creation of Special District (SD) No. 1 to treat wastewater for six East Bay cities. Wastewater treatment began in 1951. EBMUD provides wastewater services for the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont, and the Stege Sanitary District, which includes El Cerrito, Kensington, and part of Richmond. The wastewater system serves approximately 740,000 people in an 88-square mile area. The wastewater system includes approximately 29 miles of sewer interceptors, seven miles of sewer force mains, 15 pumping stations, three wet weather facilities (WWF), and the Main Wastewater Treatment Plant (MWWTP).

The WWFs were constructed in the 1990s to address untreated sanitary sewer overflows during the fall and winter seasons, when infiltration/inflow from rain events may exceed the treatment capacity of the DISTRICT's MWWTP. The WWFs provide additional storage to maximize the volume of wastewater delivered to the MWWTP and assure that any wastewater entering the interceptors will receive treatment (floatable removal, disinfection, and dechlorination) prior to discharge, if needed.

DISTRICT staff have identified various infrastructure deficiencies that were originally separate, individual projects included in the Capital Improvement Program. These individual projects have been grouped into a larger evaluation and design effort to prioritize improvements, with a goal of mitigating risks, improving life safety, reducing maintenance needs, and reducing operational impacts.

Work will include a facility wide condition assessment at each of the sites included in the project, and design services for improvements which will include civil and site work; architectural and structural; mechanical and heating, ventilation and air conditioning; and electrical and instrumentation.

## Project Background

Figure 1-1 provides a map of the DISTRICT's wastewater facilities. DISTRICT remote facilities to be included under this project (circled) are located within the cities of Oakland, San Leandro, Richmond, and Alameda, and include:

- Point Isabel WWF, Richmond, CA
- Oakport WWF, Oakland, CA
- San Antonio Creek WWF, Oakland, CA
- Pump Station B, Alameda, CA
- Pump Station G, Oakland, CA
- Pump Station R, Alameda, CA
- Galbraith Pump Station, San Leandro, CA



Figure 1-1: DISTRICT Wastewater Facilities Map

### Point Isabel Wet Weather Facility

The Point Isabel WWF is located in Richmond, California. It was constructed under contract SD-181 and put into service in 1994. Point Isabel relieves sanitary sewer overflows from the North Interceptor. It provides 100 million gallons per day (MGD) of treatment with 3 million gallons (MG) of storage for wet weather flows. The WWF includes an influent pump station, eight sedimentation/storage basins, mechanical rake bar screens, grit removal, and chemical

treatment. In 2000, under contract SD-239, Pump Station N was relocated to Point Isabel by splitting the influent pump station wet well.

### Oakport Wet Weather Facility

The Oakport WWF is located in Oakland, California. It was constructed under contract SD-171 and put into service in 1990. Oakport relieves sanitary sewer overflows from the South Interceptor. It provides 158 MGD of treatment with 3.5 MG of storage for wet weather flows. The WWF includes an influent pump station, ten sedimentation/storage basins, and chemical treatment.

### San Antonio Creek Wet Weather Facility

The San Antonio Creek (SAC) WWF main site is located in Oakland, California. The SAC Dechlorination Building is located across the Lake Merritt Channel, adjacent to the Jack London Aquatic Center. It was constructed under contract SD-191 and put into service in 1996. SAC is only activated to provide additional treatment after Oakport WWF begins to discharge flow and storm conditions continue to rise in the South Interceptor. SAC provides 51 MGD of treatment with no storage for wet weather flows. The WWF includes an influent pump station, a grit removal basin, fine screens, and chemical treatment.

In 2000, under contract SD-241, the Dechlorination Building was expanded to replace the underground sodium bisulfite chemical storage tank with an above ground tank. No allowance was included for future tank removal.

### Pump Station B

Pump Station B is located in a residential neighborhood in Alameda, California. It was constructed under contract SD-72 and put into service in 1951 with a complete upgrade in 1998, under contract SD-204. The pump station collects and pumps wastewater through 2,700 feet of force main to the Alameda Interceptor. Pump Station B has a design capacity of 7.5 MGD with average dry weather and peak wet weather flows of 0.32 MGD and 4.3 MGD, respectively.

### Pump Station G

Pump Station G is located in a commercial area near the airport in Oakland, California. It was constructed under contract SD-73 and put into service in 1953 with a complete upgrade in 1996 under contract SD-209. The pump station collects and pumps wastewater through 3,000 feet of force main to the South Interceptor. Pump Station G has a design capacity of 2 MGD with average dry weather and peak wet weather flows of 0.33 MGD and 1.8 MGD, respectively.

### Pump Station R

Pump Station R is located in a commercial area at the old Naval Air Station in Alameda, California. It was constructed in 1951 and was owned by the United States Navy. The pump station was transferred to the DISTRICT in 2000 with a complete upgrade in 2001, under

contract SD-247. The pump station collects and pumps wastewater through 8,500 feet of force main to the Alameda Interceptor. Pump Station R has a design capacity of 7.5 MGD with average dry weather and peak wet weather flows of 0.27 MGD and 1.8 MGD, respectively.

### Galbraith Reclamation Pump Station

The Galbraith Reclamation Pump Station is located on the Oakland border in the San Leandro Wastewater Treatment Plant site in San Leandro, California. The facility was constructed in 1988 with agreements between the DISTRICT and the cities of Oakland and San Leandro to provide reclaimed water to the former Lew Galbraith Golf Course, currently the Metropolitan Golf Links golf course. The pump station takes effluent from an adjacent chlorine contact tank and pumps reclaimed water through 1,500 feet of force main to the golf course irrigation interconnections. The Galbraith Pump Station has a design capacity of 1,560 gallons per minute (gpm) while the peak demand for the golf course was 1260 gpm. The pump station has not been in service for more than five years and will be decommissioned.

### **Objectives**

Project objectives include:

- Complete a facility-wide, multidisciplinary condition assessment for each facility assessing the already identified deficiencies and identifying additional scope that will improve reliability, operational capability, safety, and maintenance accessibility.
- Provide risk and cost analysis for prioritization of tasks with recommendations for scope inclusion into the included detailed design and construction in Task 4.
- Resolve identified deficiencies included in Section II, Scope of Work, and additional scope items identified and agreed to be included by the DISTRICT, from the condition assessments.

### **II. SCOPE OF WORK**

The DISTRICT is seeking a consultant to provide engineering and design services for upgrades to various remote wastewater facilities. Tasks will include field inspection and evaluation, engineering analysis, design, drafting, permit assistance, cost estimates, construction sequencing and scheduling, preparation of bid documents for construction, and engineering support during bidding and construction. DISTRICT Design staff may provide the design of certain scope items in coordination with the Consultant, to be later determined. The Consultant shall provide all coordination with DISTRICT Design staff for inclusion of drawings and specifications. All drafting shall be performed by the Consultant.

The DISTRICT has completed planning investigations and studies related to the various facilities. These evaluations identified deficiencies in concrete structures, mechanical equipment, electrical components, regulatory compliance, access, safety components, and instrumentation. The initial scope of work has been developed based on recommendations from previously completed studies and assessments; however, additions and/or modifications to the scope may

be required as a result of the condition assessments. It is anticipated that project scope will be phased with separate construction bid packages.

The Project will include the following scope of work:

### **Wet Weather Facilities (Point Isabel, Oakport, San Antonio Creek)**

#### Chemical Storage Tanks (All WWFs)

The WWFs use sodium hypochlorite (SHC) and sodium bisulfite (SB) for disinfection and dechlorination, respectively. The cross-linked high-density polyethylene (HDPE) chemical storage tanks are at the end of their useful life and replacement is recommended. The existing tank information is below:

<u>Chemical</u>	<u>No.</u>	<u>Capacity</u>	<u>Location</u>
Sodium Hypochlorite (12.5%)	3	13,800 gal	Point Isabel
Sodium Bisulfite(25%)	2	7,600 gal	Point Isabel
Sodium Bisulfite (25%)	2	8,300 gal	Oakport
Sodium Hypochlorite (12.5%)	2	6,100 gal	SAC
Sodium Bisulfite(25%)	1	6,000 gal	SAC

The CONSULTANT shall:

- Evaluate chemical dosing and storage needs to recommend a storage capacity increase, if necessary.
- Provide cost-benefit analysis for chemical tank materials and construction selection. The DISTRICT has standardized on fiber reinforced plastic (FRP) for SHC storage tanks.
- Evaluate existing concrete tank footings and develop design for new tank seismic anchorage replacement.
- Evaluate and design tank heating improvements.
- Evaluate and design tank insulation and coating requirements.
- Develop a design for the SAC Dechlorination Building roof replacement to provide access for future tank replacements.

#### Influent and Effluent Flow Meters (All WWFs)

The Point Isabel and Oakport WWF influent pump stations have electromagnetic flow meters installed on each of the influent pumps. It was determined by DISTRICT staff that the influent flow meters read 25-30% higher than the effluent flow meters. A comprehensive calibration to check the flow tube coil, wiring and tube integrity or replacement is required.

The effluent Parshall flumes are embedded in the concrete effluent channel to measure the effluent discharge from all the WWFs. Delamination from the concrete was found at Point Isabel and Oakport WWFs and repair is required.

The CONSULTANT shall:

- Provide a cost-benefit analysis between removal of one of the influent flow meters, shipping to an offsite certified testing facility, rehabilitation of the flow meters, recertification, and reinstallation versus replacement with new flow meters and transmitters and provide a recommendation.
- If influent flow meters are to be replaced, develop a design for replacement, provide manufacturer and model recommendations taking into account the existing installation location.
- Evaluate and provide recommendations for influent flow meter installation and/or in-situ calibration options to optimize flow meter accuracy.
- Evaluate the condition of the flume and concrete encasement for defects, provide recommendations and develop design for rehabilitation or replacement.
- Provide testing and startup methodology to recertify the influent and effluent flow meters.

#### Concrete Repair of Sedimentation Basins (Point Isabel and Oakport WWFs, only)

The WWFs provide wet weather storage, primarily with the sedimentation basins. Numerous cracks and spalls have been found on the concrete floors and walls.

The CONSULTANT shall:

- Inspect and evaluate the condition of the concrete and rebar for the walls and floors of the sedimentation basins, influent channel, and effluent channel in accordance with American Concrete Institute (ACI) 364.1R and develop design for sedimentation basin rehabilitation. It is anticipated that non-destructive tests will be sufficient for the evaluation. If additional testing methods are recommended, the determination will be approved by the DISTRICT.
- Quantify the length and depth of cracks; area and depth of spalling; to provide biddable quantities for repair.
- Evaluate if cracks have affected the structural performance of the concrete.
- Provide concrete rehabilitation alternatives, e.g., epoxy injection, resurfacing, coatings, etc, and design details.
- Provide rebar rehabilitation alternatives and design details.
- Provide expansion joint replacement alternatives and design details.

#### Pump Station N Wet Well Liner (Point Isabel WWF, only)

Pump Station N was integrated with the Point Isabel WWF influent pump station wet well in 2000. The pump station wet well was coated/lined with a 100% solid polyurethane. An inspection found large areas of failure. A contractor will be required to provide bypass pumping to shut down the pump station wet well for cleaning and inspection.

The CONSULTANT shall:

- Provide a bypass and inspection plan, including confined space entry procedures and bypass system sizing and layouts.

- Provide contract assistance so the DISTRICT may contract for equipment and labor for installation and operation of the bypass system, plug installation, and wet well cleaning.
- Inspect and evaluate the condition of the coating and the underlying concrete and develop design for rehabilitation of concrete and/or relining of wet well.
- Quantify the extent of damage to provide biddable quantities for repair.
- Provide liner repair or replacement alternatives and develop design, as needed.

#### Fire Protection Sprinklers (Point Isabel WWF, only)

Automated fire sprinklers will be added to three of the existing structures at the Point Isabel WWF: Bar Screens/Grit Removal Building, Chlorination/Dechlorination Building, and the Generator Building.

The CONSULTANT shall:

- Provide fire sprinkler and control upgrade alternatives and recommendations for design of fire protection improvements. Detailed design shall include drawings stamped by a registered Fire Protection Engineer in the state of California.
- Evaluate potable water service size to accommodate the new fire protection system.
- Evaluate integration with the existing fire alarm system.

#### Washdown Monitors Replacement (Point Isabel WWF, only)

The DISTRICT has replaced a portion of the forty-five (45) washdown monitors installed on the sedimentation basins at the Point Isabel WWF. The CONSULTANT shall develop design drawings for replacement of the remaining monitors, matching the existing units.

#### Sewer Lateral Inspection (All WWFs)

The DISTRICT administers a private sewer lateral (PSL) program for residential properties to reduce infiltration and inflow. A few DISTRICT-owned facilities have sewer laterals that must be certified leak-free.

The CONSULTANT shall:

- Provide inspection and testing for sewer laterals coordinated with DISTRICT staff to provide certification.
- If deficiencies exist, provide recommendations and develop a design for rehabilitation and/or replacement.

#### Front Gate/Entrance Security Card Reader (Point Isabel and Oakport WWFs, only)

Point Isabel and Oakport WWFs are reporting locations for Remote Operations staff. The existing motorized security gates will be upgraded to integrate DISTRICT standard security badge readers. The CONSULTANT shall evaluate and provide layout alternatives and design drawings for installation of the badge readers.

### Pump Station N Influent Pump Station Insulating Joint Repair (Point Isabel WWF, only)

Cathodic protection testing at Pump Station N at the Point Isabel WWF identified a failure in the insulating joint between the influent pump station and the 24-inch cement mortar lined and coated steel force main. The DISTRICT shall provide the design drawings. The CONSULTANT shall incorporate the provided drawings and specifications into Task 4.

### Miscellaneous Coating Repairs (All WWFs)

The WWFs are subjected to UV radiation, chemical spills and vapors, hydrogen sulfide gas, and a marine atmosphere due to the nature of the facilities and locations. Preliminary audits by DISTRICT Operations and Maintenance staff have identified coating deficiencies for equipment, piping, supports, facility doors, tanks, etc.

The CONSULTANT shall:

- Inspect and audit equipment, valves, piping, gates, etc. where coating repairs are required and develop design drawings.
- Quantify the extent of coating repairs per system and location to provide biddable quantities and unit pricing.
- Evaluate if failed coatings have impacted equipment, piping, valves, etc. functionality.
- Provide a cost-benefit analysis of coating repairs versus replacement.
- Provide coating alternatives with manufacturer product sheets.
- Provide surface preparation requirements.

### Sedimentation Basins Handrail Safety (Oakport WWF, only)

Recent inspections at the Oakport WWF found the existing removable handrailing posts and chains adjacent to the washdown monitors along the sedimentation basins creating a safety hazard. The CONSULTANT shall:

- Survey the existing handrailing for deficiencies.
- Evaluate, provide repair or replacement alternatives and develop design.

### Seismic Evaluation and Retrofit (Oakport WWF, only)

A 1990 seismic evaluation report noted areas at the Oakport WWF for further evaluation. The CONSULTANT shall:

- Conduct a Tier 1 seismic evaluation per ASCE 41-17 to evaluate the previous recommendations and field verify wall and truss as-built connection details for conformance to the drawings.
- If required, provide retrofit alternatives, layouts and details for design of seismic improvements.

### Electrical Vault Sump (Oakport WWF, only)

The Oakport WWF has an electrical vault that is often filled with about 10-inches of water. Dye testing of the adjacent sedimentation basin and drain pipe inspection from the SHC containment area found no leakage. Ground water intrusion is likely the cause.

The CONSULTANT shall:

- Provide recommendations for vault structure resealing to eliminate groundwater infiltration.
- Provide recommendations for a new sump as the existing one is only 3-inches deep due to its location being over a pile cap. Include new sump pump installation with rail access/removal.
- Provide retrofit alternatives, layouts and details for design development.

### Control Building Heating, Ventilation, and Air Conditioning (HVAC) (SAC WWF, only)

The SAC Control Building HVAC system is not suitable for cooling the motor control center (MCC) Room while simultaneously heating the Control Room. In addition, the HVAC system is past the end of its useful life and requires an unacceptable level of maintenance.

The CONSULTANT shall:

- Assess and evaluate the replacement of the existing HVAC system with two smaller, separate systems to separate the MCC cooling needs from the rest of the building.
- Provide system sizing and equipment alternatives with manufacturer product sheets.
- Evaluate equipment safety and access for servicing equipment by Maintenance staff.
- Provide retrofit alternatives, layouts and details for design development.

## **Pump Stations B, G and R**

### Wet Well Liners (Pump Stations B and G, only)

Wastewater flowing into the wet well will need to be bypassed or temporarily stored for the duration of the inspection. A contractor will be required to provide bypass pumping to shut down the pump station wet well for cleaning and inspection.

The CONSULTANT shall:

- Provide a bypass and inspection plan, including confined space entry procedures and bypass system sizing and layouts.
- Provide contract assistance so the DISTRICT may contract for equipment and labor for installation and operation of the bypass system, plug installation, and wet well cleaning.
- Inspect and evaluate the condition of the coating and the underlying concrete to develop design for rehabilitation of concrete and/or relining of the wet well. It is anticipated that non-destructive tests will be sufficient for the evaluation. If additional testing methods are recommended, the determination will be approved by the DISTRICT.

- Quantify the extent of damage to provide biddable quantities for repair.
- Provide liner repair or replacement alternatives and develop design, as needed.

#### Coarse Screens (Pump Stations B and G, only)

The pump stations are equipped with manual bar screens. Field inspection found extensive corrosion on the bar screens.

The CONSULTANT shall:

- Inspect and evaluate the condition of the bar screen and their concrete embedded mounting frame/attachment locations.
- Provide repair or replacement design drawings.

#### Miscellaneous Coating Repairs (Pump Stations B, G and R)

The CONSULTANT shall:

- Inspect and audit equipment, valves, piping, gates, etc. where coating repairs are required and develop design drawings.
- Quantify the extent of coating repairs per system and location to provide biddable quantities and unit pricing.
- Evaluate if failed coatings have impacted equipment, piping, valves, etc. functionality.
- Provide a cost-benefit analysis of coating repairs versus replacement.
- Provide coating alternatives with manufacturer product sheets.
- Provide surface preparation requirements.
- Paint samples requiring lead paint testing shall be delivered to the DISTRICT for analysis.

#### Exhaust Fan Relocation (Pump Station G, only)

A safety audit found a potential fall hazard at Pump Station G when servicing the roof mounted wet well exhaust fan due to the proximity to the roof's edge. The CONSULTANT shall evaluate installation of roof mounted railing and anchor fall protection or relocation of the pump station's roof top exhaust fan to the intermediate level within the dry well to preclude a potential fall hazard and provide better maintenance access.

The CONSULTANT shall:

- Evaluate the pump stations ventilation system for conformance with National Fire Protection Association (NFPA) 820.
- Provide ventilation retrofit and/or fall protection design alternatives and develop design for improvements.

#### Sewer Lateral Inspection (Pump Station B, only)

The DISTRICT administers a PSL program for residential properties to reduce infiltration and inflow. A few DISTRICT-owned facilities have sewer laterals that must be certified leak-free.

The CONSULTANT shall:

- Provide inspection and testing for sewer laterals coordinated with DISTRICT staff to provide certification.
- If deficiencies exist, provide recommendations and develop design for rehabilitation and/or replacement alternatives.

#### Emergency Equipment Storage Building (Pump Station R, only)

The DISTRICT intends to utilize the existing Pump Station R grounds to install a new storage building to house emergency preparedness equipment, e.g., bypass pump trailer, diesel generator trailer, and a pipe rack trailer, in the event that Alameda's tunnel and/or bridges are not passable after an emergency event.

The CONSULTANT shall:

- Inspect the grounds for space availability and provide design drawings for installation of an approximate 22 ft x 28 ft storage building.
- Evaluate types of structures, e.g., steel building, tent/fabric, etc. for recommendations.
- Evaluate footing/slab design requirements.
- Evaluate and design site grading and drainage improvements, if required.
- Evaluate and design lighting and ventilation, if required.

#### Odor Scrubber Removal/Ventilation Modifications (Pump Station R, only)

The Pump Station R wet well ventilation system had an odor scrubber installed in 2002. The wet well is infrequently accessed by Operations; thus, the exhaust fan is only used sporadically, and the odor scrubber has deteriorated and remained out of service. It is recommended to demolish and remove the existing odor scrubber.

The CONSULTANT shall:

- Provide hydrogen sulfide sampling of the wet well and the fan exhaust to determine odor impacts with exhaust fan operation with only dilution.
- Inspect and evaluate the wet well for corrosion impacts due to infrequent ventilation usage.
- Evaluate ventilation system changes required to remove the odor scrubber, e.g., ducting modifications, a new exhaust fan, associated power and control wire and conduit, etc.
- Provide alternatives in accordance with NFPA 820 and develop design.

#### **Galbraith Reclamation Pump Station**

The Galbraith pump station has not been used in several years and the DISTRICT has elected to decommission rather than to maintain an idle facility. The CONSULTANT shall conduct an assessment and provide recommendations for decommissioning of the Galbraith Pump Station. The plan shall include, but is not limited to:

- Site inspection and audit of the facility, including all equipment and other assets.
- Coordination with City of San Leandro and DISTRICT Office of Water Recycling.

- Evaluation of all applicable codes, contracts/agreements, and real estate easements for compliance.
- Recommendations to abandon or remove mechanical and electrical equipment, Dechlorination structure, golf course interconnections and influent and effluent pipelines.
- Recommendations for securing or removing utility services.
- Recommendations for necessary security improvements.

### III. CONSULTANT SERVICES

The CONSULTANT shall complete the tasks described below.

#### Task 1: Project Management

The CONSULTANT shall coordinate engineering analysis and design work with the DISTRICT; prepare meeting agenda and minutes; attend meetings; manage quality assurance and quality control (QA/QC); prepare deliverables; and provide documents and invoices as necessary to effectively manage this project. The CONSULTANT shall be responsible for project coordination and communication with the project team, subconsultants, and the DISTRICT to facilitate evaluation and development efforts. The CONSULTANT shall take the lead role and coordinate its work with any DISTRICT's Design staff design work to be included.

The CONSULTANT shall prepare an overall project schedule and update it on a monthly basis. The CONSULTANT shall create and maintain an Issues and Decisions Log, prepare monthly project status reports and invoices, and coordinate deliverables. The CONSULTANT shall ensure that all tasks are completed on time and within budget restrictions. The CONSULTANT shall submit deliverables in draft and final form according to the following submittal requirements.

The Consultant shall designate one person to be the main contact for the DISTRICT's project manager. This person shall be referred to as the "project manager." The project manager will be responsible for coordinating the CONSULTANT's project team and activities. The project manager cannot be changed without prior written approval by the DISTRICT's project manager.

- Draft Deliverables. The CONSULTANT shall prepare draft documents, each of which shall include the task-required information. The CONSULTANT shall provide two (2) hard copies and one electronic copy (in PDF format) of each draft document. The CONSULTANT shall allow three weeks for the DISTRICT to review and provide comments on technical memoranda (TM), and four weeks for the DISTRICT to review and provide comments on the Predesign Report and detailed design submittals.
- Final Deliverables. The CONSULTANT shall prepare final documents, addressing and incorporating comments received from the DISTRICT on the draft versions. The CONSULTANT shall provide two (2) hard copies of each final document. The CONSULTANT shall also include an electronic version (PDF) of each document, and each document in its source file format.

Deliverables for the detailed design phase under Task 4, including drawings and specifications, do not require preliminary and final forms for each design submittal. All submittals by the Consultant shall undergo an internal QA/QC review prior to submission to the DISTRICT.

### **Task 1.1: Project Reporting**

This task includes management and coordination of the project with the DISTRICT and all members of the project team. The CONSULTANT shall provide brief project status summaries of services completed, outstanding action items, and budget status with each monthly invoice. A spreadsheet that tracks budget by subtask, including columns for budget, authorized budget, current invoiced amount, invoiced or spent-to-date, earned value (i.e., physical spent to date), and budget remaining, should be included with the monthly reporting. A Gantt-type project schedule, tracking progress by task, should be included with the monthly reporting. The CONSULTANT shall manage all internal QA/QC reviews.

Deliverables: The CONSULTANT shall submit monthly invoices throughout the project and shall provide timely responses to any questions from DISTRICT regarding content.

### **Task 1.2: Meetings and Workshops.**

The CONSULTANT shall prepare agenda, prepare and coordinate review by the DISTRICT of presentation slides, conduct meeting, and document discussion results with meeting minutes and a decision and action item log for all the key meetings and workshops listed below. These meetings do not encompass all the meetings throughout the project by all levels of the project team staff necessary for development and coordination. Meetings will include representatives from various DISTRICT divisions. All meetings, except the management briefings, shall be scheduled at least two weeks in advance. Management briefings shall be scheduled at least one month in advance. The CONSULTANT shall conduct all key meetings in-person or virtual hybrid using Microsoft Teams, except as modified below. Virtual-only meetings shall be an option for Management briefings, at the discretion of the DISTRICT.

The following key meetings are anticipated:

- Kick-Off Meeting: A two-hour kick-off meeting shall be conducted with DISTRICT and CONSULTANT staff. The purpose of the meeting is to confirm an understanding of scope, review previous relevant work conducted by the DISTRICT and previous consultants, identify outstanding issues, identify potential risks and mitigations, discuss the project priorities and schedule, and discuss coordination protocols between the CONSULTANT and the DISTRICT.
- Condition Assessment Inspection/Audit Coordination Meeting: This meeting shall be conducted with DISTRICT Operations and Maintenance staff to schedule and coordinate necessary facility and system outages to conduct the condition assessments detailed in the scope.

- Bid Package/Prioritization Confirmation Meeting: This meeting shall be conducted with DISTRICT and CONSULTANT staff to evaluate the Preliminary Design Report recommendations for acceptance and prioritization to determine schedule and number of bid packages required for construction.
- Environmental, Health, Safety and Security Checklist Meeting: The DISTRICT will prepare an Environmental, Health, Safety and Security Compliance Checklist (Checklist, Refer to Exhibit G for a sample) with support from the CONSULTANT. The CONSULTANT shall attend a meeting with the DISTRICT's Regulatory Compliance Office to discuss all environmental, health, safety and security issues expected for this project. Methods of mitigation shall be included in the contract documents under Task 4. A checklist and meeting will be required for each bid package.
- Preliminary Design Workshop: The CONSULTANT shall conduct a workshop to present the evaluation and assessment findings, alternatives, issues, and recommended design, and to solicit input and direction as warranted. Material to be presented should be included in the draft Preliminary Design Report which will be distributed to participants prior to the workshop. Upon completion, the CONSULTANT shall incorporate comments and decisions into the Preliminary Design Report. The CONSULTANT shall provide alternatives details with predesign level construction cost estimates to allow the DISTRICT to consider alternatives. The CONSULTANT shall keep a review comments log, documenting all DISTRICT comments, the CONSULTANT'S responses to those comments, and changes made to the Preliminary Report due to those comments.
- Preliminary Design/10 Percent Design Submittal
  - User Group Meeting ('User Groups' typically include District operations and maintenance staff. Typically, one to two weeks after each design submittal.)
  - Management Briefing (Typically one to two weeks after user group meetings.)
- 50 Percent Design Submittal
  - User Group Meeting (Typically one to two weeks after each design submittal.)
  - Management Briefing (Typically one to two weeks after user group meetings.)
- 90 Percent Design Submittal
  - User Group Meeting (Typically one to two weeks after each design submittal.)
  - Management Briefing (Typically one to two weeks after user group meetings.)
- Final Design Submittal
  - Management Briefing
- Team Meetings: Meeting agendas and notes will be maintained by the CONSULTANT. Presentation slides are not required for these meetings.
  - Bi-Weekly Design team meetings with the DISTRICT and key members of the CONSULTANT's design team to review the project status, including upcoming submittals, progress of individual team members, action items, new issues and general coordination through completion of the design. Team Meetings will include

coordination for drawing conformance to DISTRICT CADD standards. Team meetings are not required to be in-person and can be virtual.

Deliverables: For all meetings, the CONSULTANT shall prepare an agenda, presentation slides, meeting minutes following the meeting, and a decision, action item, and risks log. All documents shall be provided in their source file format and PDF format. For all deliverables, provide draft versions to the DISTRICT one week in advance for review, except for Management Briefings which shall be two weeks. Meeting minutes shall be disseminated within one week of the subject meeting.

### **Task 1.3: Quality Assurance/Quality Control (QA/QC) Plan (QAQCP)**

Within the first 30 calendar days following the notice to proceed, the CONSULTANT shall provide the DISTRICT with a QAQCP. The CONSULTANT shall designate a QA/QC person to develop and administer the QAQCP. The QAQCP Administrator shall work with the CONSULTANT's project manager to assemble the QA/QC team, each responsible for reviewing an element or discipline within the design (e.g., architectural, structural, electrical, mechanical, Civil, instrumentation, fire protection, etc.).

The DISTRICT expects that all deliverables and submittals will be thoroughly reviewed by the CONSULTANT's QA/QC team in accordance with the QAQCP prior to submitting to the DISTRICT. At a minimum, the QAQCP shall:

- Identify the QA/QC team members, including all subconsultants to be used.
- Describe the roles, responsibilities, and budget (level of effort) for each team member.
- Provide a QA/QC schedule identifying QA/QC milestones.
- Describe each deliverable requiring QA/QC, including technical memoranda, material take-off estimates, cost estimates, equipment sizing and design data, plans and specifications, and all associated calculations.
- Provide a constructability review during design development.
- Provide a Computer Aided Design and Drafting (CADD) review to ensure conformance with the DISTRICT's Wastewater Department CADD Standard Guidelines.
- Ensure that all project team members, including all subconsultants, are working in the latest design model space and that plan reviews ensure that coordination among the project team has resulted in a cohesive design package.

Deliverables: The CONSULTANT shall submit QAQCP for the DISTRICT's review, update QAQCP as required, follow up correspondences between the QA/QC team and the DISTRICT project manager, prepare responses to the DISTRICT's written review comments, and provide constructability review comments and responses during design development.

### **Task 2: Data and Condition Assessments**

The CONSULTANT shall collect and review facility records for use in the evaluations and design. The CONSULTANT shall also perform condition assessments to confirm the condition and configuration of each existing facility. The CONSULTANT engineering team shall be

multidisciplinary, e.g., process mechanical, structural, and electrical, to provide a broad assessment of each facility. DISTRICT Operations and Maintenance staff shall be included for each condition assessment, as available.

The CONSULTANT shall meet DISTRICT staff to discuss/review facility operating procedures, pending construction activities, operator reporting impacts, etc. as noted in Task 1. Facility and system outages necessary for condition assessments will be limited to dry weather season (May – October), operational/maintenance needs, staffing limitations, and other concurrent construction projects.

The CONSULTANT shall perform this work under the following tasks and include findings in the Preliminary Design Report that will serve as the basis of design for the project. Other items could be identified by the CONSULTANT to be evaluated under this Task 2 and included in the negotiated scope of work. Otherwise, these other items shall be part of the work for Task 3.

### **Task 2.1: Data Collection and Review**

The CONSULTANT shall assemble and review existing documents, evaluations, and data, provided by the DISTRICT or available from other sources for all listed facilities, in support of this effort, including but not limited to:

- Record drawings and specifications
- Geotechnical reports and records
- Previous evaluations and assessments

The CONSULTANT shall analyze the information collected and assess the quality, level of detail, and adequacy of the information. The CONSULTANT shall identify where information gaps exist or where previous assessments are outdated and work with the DISTRICT to try to collect additional information. The CONSULTANT shall make an initial site visit to become familiar with the project sites. The DISTRICT will be present and coordinate access to the facilities.

Deliverables: The CONSULTANT shall reference collected information or organize it in appendices to the TM's and Preliminary Design Report where required under the relevant project tasks. Differing as-built conditions found during inspections and condition assessments shall be provided on marked up drawings and provided to the DISTRICT to update necessary background drawings for Task 4. The intent is to only include as-built corrections for obvious and apparent conditions or as necessary for the included project scope.

### **Task 2.2 through 2.7: Condition Assessments and Recommendations**

The CONSULTANT shall assemble a multidisciplinary engineering team to conduct site investigations at each facility to determine conditions and to support evaluation for retrofit and mitigation design efforts. The CONSULTANT shall provide a schedule of all site visits so the DISTRICT can provide the Operations and Maintenance staff for site walks and coordinate access to the facilities.

Deliverables: The CONSULTANT shall provide all labor, equipment, and materials for inspections. The CONSULTANT shall document the inspection observations, photographs, and materials testing results in TMs summarizing the existing conditions, analysis, alternatives, cost estimates, and recommendations for the project sites under this task. The DISTRICT will review and approve of recommended scope to be summarized and included in the Preliminary Design Report with the TM as an appendix.

The CONSULTANT shall prepare the following TMs:

- **Task 2.2 Point Isabel WWF** Condition Assessment and Recommendations
- **Task 2.3 Oakport WWF** Condition Assessment and Recommendations
- **Task 2.4 San Antonio Creek WWF** Condition Assessment and Recommendations
- **Task 2.5 Pump Station B** Condition Assessment and Recommendations
- **Task 2.6 Pump Station G** Condition Assessment and Recommendations
- **Task 2.7 Pump Station R** Condition Assessment and Recommendations

### **Task 2.8: Galbraith Pump Station Decommissioning Plan**

The CONSULTANT shall assemble a multidisciplinary engineering team to conduct site investigations to determine conditions and to support evaluation for decommissioning design efforts. The CONSULTANT shall provide a schedule of all site visits so the DISTRICT can provide the Operations and Maintenance staff for site walks and coordinate access to the facilities.

Deliverables: The CONSULTANT shall provide all labor, equipment, and materials for inspections. The CONSULTANT shall document findings in a “Galbraith Pumping Station Decommissioning Plan” report documenting the equipment audits, inspection observations, photographs, cost estimates, and recommendations for the project site under this task. This report will be a standalone item and not included in any recommendations will be summarized in the Preliminary Design Report.

### **Task 3: Preliminary Design**

The CONSULTANT shall perform preliminary design services to define the design criteria; project area; prioritization; develop alternatives; preliminary equipment/product selection; preliminary layouts and sections; cost estimates; list of drawings; list of specifications; project constraints such as permitting, staging, wet weather, facility outages, procurement of materials, etc., and other details needed to proceed to final design.

The DISTRICT will provide past related reports, existing background drawings, and DISTRICT standard design and drafting guidelines, and assist in providing technical information for the concept of the design to the CONSULTANT. The CONSULTANT shall be responsible for the preliminary design and preparing the final package.

#### **Task 3.1: Preliminary Design Report**

The work conducted under Task 2 shall be compiled into a Preliminary Design Report that will be the basis for detailed design for the subsequent Task 4. The CONSULTANT shall do all work

necessary to prepare a complete Preliminary Design Report that addresses/defines the following:

- Summarizes assessment findings of TMs for each facility
- Scope of work for final design and description of recommended design project(s)
- Project objectives
- Design criteria
- General arrangement of new and retrofitted elements, including considerations for other required facility modifications
- Evaluation of alternatives
- List of drawings
- List of specifications
- Implementation schedule for construction
- List of outside utility/agency permits for DISTRICT applications
- Preliminary construction cost estimate
- Potential project constraints, including evaluation of:
  - Staging and relocation requirements
  - Sequencing requirements during construction
  - Bid package alternatives (e.g., whether there are advantages to multiple bid packages to speed implementation or reduce cost).

Deliverables: The CONSULTANT shall submit the Preliminary Design Report in three versions: first as a pre-draft document for review by the DISTRICT's Project Manager two (2) weeks prior to the Preliminary Design Workshop; next as an updated draft document for distribution to the DISTRICT User Group one (1) week prior to the Preliminary Design Workshop; and as a final document upon incorporation of changes based on User Group review and input.

All Preliminary Design Report deliverables shall include hard copies as noted below and a PDF copy. Half-size drawings, 11x17 paper size, shall be attached. The Final Preliminary Design Report hardcopy will be bound.

- Pre-Draft Preliminary Design Report: Two (2) hard copies
- Draft Preliminary Design Report: Eight (8) hard copies
- Final Preliminary Design Report: Eight (8) hard copies

#### **Task 4: Detailed Design – Bid Package(s)**

The project will include detailed design as defined and recommended in the Preliminary Design Report. The Preliminary Design Report will provide recommendations for construction sequencing/scheduling based on scope prioritization and budget constraints. Work is anticipated to be separated into multiple bid packages as a result. CONSULTANT shall track any additional detailed design tasks for separate bid packages.

The DISTRICT will provide coordinated review comments for draft submittals in the form of drawing markups and tabulated specification comments. The CONSULTANT shall prepare responses for each review comment, describing the action taken and noting if any follow-up

discussion is necessary. Comments and responses shall be logged and tracked in Microsoft Excel spreadsheet format. This log shall be maintained and included with each draft design submittal.

The CONSULTANT shall perform design services that include preparation of any necessary evaluations and modeling, calculations, engineered drawings/plans, and technical specifications required to communicate to the construction contractor the improvements to be constructed and to produce final bid documents. The CONSULTANT shall produce documents under the following requirements:

- Structural Analysis and Design Software: The CONSULTANT shall use the latest version of ETABS, SAP2000 or RISA software to perform structural analysis and design for any seismic improvements required for the Oakport WWF. The DISTRICT may approve the use of other comparable software upon request.
- Technical Specifications: The CONSULTANT shall prepare the technical specifications in the Construction Specifications Institute master format, and the specifications shall be submitted in both Microsoft Word and PDF formats. Document changes shall be tracked in “Track Changes” and accepted during the final submittal. The technical specifications shall conform to the DISTRICT’s Microsoft Word formatting used in the front-end specifications for uniformity.
- Front-End Specifications (Divisions 00 and 01): The front-end specifications shall be generated by the DISTRICT with assistance from the CONSULTANT. The CONSULTANT shall review and provide markups of the DISTRICT-provided front-end specifications to ensure consistency in the contract documents and make specific to the project. The CONSULTANT shall provide detailed recommendations, including the bid schedule, work restrictions, special project procedures, safety and environmental requirements, project constraints, construction schedule, specialized inspections and observations, field testing, special warranties, and other topics that would aid in developing the front-end specifications.
- Drawings: The CONSULTANT shall provide all drafting services for this project. The CONSULTANT shall produce all drawings in Autodesk AutoCAD format at each design phase and comply with EBMUD’s “Wastewater Department Computer Aided Design and Drafting (CADD) Standard Guidelines”. Component or equipment lists shall be prepared using Microsoft Excel software, to comply with the CADD Standard Guidelines. Drawing submittals shall be submitted electronically in source file format and in PDF format for each design submittal shall be reviewed by the DISTRICT for conformance with the CADD Standard Guidelines.

The DISTRICT will provide any existing drawing backgrounds as are available to be used in drawing development. The CONSULTANT shall not modify or alter these background master files unless approved by the DISTRICT for the purpose of correcting existing conditions. The CONSULTANT shall hold a design team coordination meeting, prior to any detailed drawing development, with DISTRICT staff to coordinate Drafting/CADD requirements.

- Prior to each design submittal, the CONSULTANT shall perform an internal QA/QC review of the submittal documents.
- Subsequent to each design submittal, the CONSULTANT shall:
  - Coordinate with the DISTRICT to discuss and resolve DISTRICT comments
  - Facilitate User Group Meetings, except following the Final Submittal
  - Facilitate Management Briefings

Other discipline support for this project shall be provided as follows:

- General and Civil Engineering: The CONSULTANT shall prepare all required site, civil, paving, underground piping plans, sections, details, and related specifications as needed to cover site changes and related work necessitated by the improvements. The Consultant shall perform potholing to identify utility conflicts with improvements.
- Geotechnical Engineering: There is no geotechnical work expected for this design. The DISTRICT will provide geotechnical information for the project site from available recently produced reports and perform any additional geotechnical engineering necessary to support the preliminary and final design. The CONSULTANT shall direct any geotechnical inquires and needs to the DISTRICT.
- Architectural Support: The CONSULTANT shall prepare architectural renderings, plans, sections, and details for building modifications as needed to cover architectural changes necessitated by the improvements. The CONSULTANT shall provide samples of materials to be used. Architectural renderings should be suitable for meetings with the City, other agencies, and members of the public.
- Process/Mechanical Engineering: The CONSULTANT shall prepare all required process and mechanical plans, sections, details, and related specifications as needed to cover site changes and related work necessitated by the improvements.
- Electrical, Instrumentation, and Controls Engineering: The CONSULTANT shall prepare required electrical and instrumentation plans, sections, details, and related specifications as needed to cover site changes and related work necessitated by the improvements. Electrical design shall be based on the latest National Electrical Code (NEC) and California Electric Codes and Title 24 energy efficiency compliance requirements. DISTRICT Electrical systems design shall include power requirements, power distribution at 480 volts and lower, lighting, data and voice communications, fire alarm, atmospheric monitoring system, grounding, and temporary power (as necessary) in conformance with NFPA 820 and other applicable codes. Conduit routing shall be shown in detail with the full path from source to destination. Conduit routing represented in "Home Run" format is not allowed. Control panel drawings shall be drawn to dimension and shall be fully laid-out with details and dimensioned for construction. Typical schematic wiring diagram to represent a similar group of

equipment is not allowed. Every piece of equipment shall be drawn out with its own schematic diagram.

- **Structural Engineering:** The CONSULTANT shall prepare all required structural plans, sections, details, and related specifications as needed for included repair, retrofit and equipment replacement design elements. Improvements shall be designed to sustain operating loads; earthquake and wind forces; and life safety design criteria in accordance with DISTRICT standards, the Universal Building Code, American Concrete Institute Manual of Practice, Steel Design Manual, and any other applicable code requirements.
- **Surveying:** No new surveying work is anticipated for this project. The CONSULTANT shall use controls and locations from existing record drawings or as otherwise provided by the DISTRICT. If additional surveying is required, DISTRICT staff shall perform surveying and the CONSULTANT shall give one month notice for request.

The CONSULTANT shall perform the final detail design work and make submittals under the tasks included below.

**Deliverables:** For meetings during the final design effort, see Task 1.2 for deliverables. For design submittals, the CONSULTANT shall provide the following deliverables listed in Table 2.

Table 2 – Final Design Deliverables

Submittal Deliverable Item	Qty	Include in Design Submittals			
		10%*	50%	90%	Final
<b>Hard Copies:</b>					
▪ Drawings Half-size (11x17 size)	8		X	X	X
▪ Specifications	8		X	X	X
▪ Construction Cost Estimate	8			X	X
▪ Construction Schedule	8			X	X
▪ Comment Log hard copy	8	X	X	X	X
▪ Calculations	1			X	X
<b>Electronic Copies:</b>					
▪ Drawings (DGN/DWG)	1	X	X	X	X
▪ Specifications (MS Word)	1		X	X	X
▪ Construction Cost Estimate (PDF)	1	X	X	X	X
▪ Construction Schedule (PDF)	1		X	X	X
▪ Comment Log (MS Excel)	1	X	X	X	X
▪ Calculations (PDF)	1		X	X	X
▪ Complete submittal (PDF)	1	X	X	X	X

\*Note: For subsequent bid packages.

#### **Task 4.1: 10% Detailed Design for Bid Package #2**

- **Task 4.1.1: Not Applicable**
- **Task 4.1.2: 10% Design for Bid Package #2**

The 10% Design Submittal is only required in the event a second, or any subsequent, bid packages are required. The 10% Design Submittal will include any prioritization changes, scope additions, etc. that were not captured in the Preliminary Design Report prior to the start of the next bid package. The CONSULTANT shall incorporate any findings and recommendations remaining from the approved Preliminary Design Report into preliminary design drawings, specifications, and estimates required for any subsequent bid package. Design documents shall be developed to an approximately 10 percent design level of completion including, but not limited to:

- Summary of scope to be included for each facility
- Title page with drawing list
- Project area, civil site plan, and general arrangement of new and retrofitted facilities
- List of specifications
- Updated 10%-level construction cost estimate
- Project implementation and construction schedule, including any special constraints and sequencing requirements
- List of required permit applications and permit requirements

#### **Task 4.2: 50% Detailed Design for Bid Package #1 and #2**

- **Task 4.2.1: 50% Detailed Design for Bid Package #1**
- **Task 4.2.2: 50% Detailed Design for Bid Package #2**

The CONSULTANT shall incorporate findings and recommendations from the approved Preliminary Design Report/10% Design Submittal into detailed design drawings, specifications, and estimates. Design documents shall be developed to an approximately 50 percent design level of completion including, but not limited to:

- Title page with drawing list
- All of the following drawings to scale and with appropriate dimensions shown
  - Civil site plans and major civil details.
  - Structural plans, sections and details
  - Architectural plans and details (as applicable)
  - Mechanical plans with key sections details
  - Electrical plans, single line diagrams, control diagrams (as applicable)
  - Complete Process and Instrumentation Diagrams (as applicable)
  - Temporary facilities during construction (as applicable)
- Key technical specifications
- Engineering calculations
- Updated 50%-level construction cost estimate

- Updated project implementation and construction schedule, including any special constraints and sequencing requirements
- List of required permit applications and permit requirements

**Task 4.3: 90% Detailed Design for Bid Packages #1 and #2**

- **Task 4.3.1: 90% Detailed Design for Bid Package #1**
- **Task 4.3.2: 90% Detailed Design for Bid Package #2**

The CONSULTANT shall incorporate findings and resolutions from previous comments into 90% detailed design drawings, specifications, and cost estimates. Design documents shall be developed to a substantially level of completion, no less than approximately 90 percent design level of completion. The design submittal shall contain all content to make up the final submittal including, but not limited to:

- All drawings
- All technical specifications
- All front-end specifications
- Updated 90%-level construction cost estimate
- Updated project implementation and construction schedule, including any special constraints and sequencing requirements
- Permit required documents
- Engineering calculations

**Task 4.4: Final Detail Design for Bid Package #1 and #2**

- **Task 4.4.1: Final Detailed Design for Bid Package #1**
- **Task 4.4.2: Final Detailed Design for Bid Package #2**

The CONSULTANT shall incorporate findings and resolutions from previous comments into 100% detailed design drawings, specifications, schedules and cost estimates. At this level, all the documents shall be essentially ready for public bidding of the construction. Only minor changes and additional comments are to be expected at this level of completion. Design documents shall be 100% complete including:

- All final drawings and specifications
- Final construction cost estimate and implementation/construction schedule
- Engineering calculations

**Task 4.5: Permit Assistance**

- **Task 4.5.1: Permit Assistance for Bid Package #1**
- **Task 4.5.2: Permit Assistance for Bid Package #2**

The final design for occupied buildings and office spaces may require building permits from the City of Oakland and the City of Richmond. The DISTRICT shall prepare all permit applications. The CONSULTANT shall assist the DISTRICT in providing required design documents, responding to design review questions, and making design revisions. If any revisions are needed, the

CONSULTANT shall submit documents in line with the Final Detailed Design submittal requirements.

#### **Task 5: Bid Period Services**

- **Task 5.1: Bid Period Services for Bid Package #1**
- **Task 5.2: Bid Period for Bid Package #2**

This task includes technical support for the DISTRICT during the bidding process for each bid package. The CONSULTANT shall attend pre-bid meetings and respond to questions from prospective bidders as requested by the DISTRICT and shall prepare meeting notes and addenda as necessary. If addenda are issued during the bid period, the CONSULTANT shall prepare conformed contract documents incorporating addenda. The DISTRICT will print and distribute any addenda produced during the bid period.

The CONSULTANT shall assist the DISTRICT with evaluation of the technical aspects of bids received. The CONSULTANT shall not provide evaluation of legal aspects of any bid irregularities as these require legal expertise. The CONSULTANT shall also review and reply to substitution requests from prospective bidders.

Deliverables: The CONSULTANT shall submit addenda, conformed plans and specifications in both source file and PDF formats.

#### **Task 6: Engineering Services During Construction**

- **Task 6.1: Engineering Services During Construction for Bid Package #1**
- **Task 6.2: Engineering Services During Construction for Bid Package #2**

The CONSULTANT shall provide engineering services during construction for the project, including, but not limited to, the following items:

- Issue Resolution – This service will involve responding to Requests for Information (RFIs) from the Contractor. The Consultant shall issue necessary clarifications, interpretations, and re-design of the Contract documents, as appropriate for the orderly completion of the work.
- Submittal Review – The Consultant shall review (or take other appropriate action in respect of) shop drawings, material and equipment data sheets, engineering calculations, and other data which the Contractor is required to submit per the Contract Documents.
- Change Order Assistance – The Consultant shall design, review, and consult with EBMUD on change orders to the Contract Documents.
- Quality Control Monitoring and Site Visits – The Consultant shall conduct periodic site visits for observational purposes during construction.
- Start-Up Assistance and Standard Operating Procedures (SOPs) – The Consultant shall assist the Contractor to perform system testing. Assistance will include electrical and control system installation and related work. The Consultant shall also prepare updated SOPs for the facility for Operations staff.

- Schedule Review and Analysis – The Consultant shall assist EBMUD in reviewing the Contractor’s baseline schedule and subsequent updates and final schedule.
- Operations and Maintenance (O&M) Manual Support – The Consultant shall assist EBMUD in the review and preparation of O&M manuals.
- Record Drawings – At the completion of the project, the Consultant shall prepare and submit Final Record Drawings to EBMUD.

**Task 7: Evaluation and Design Data and File Management**

- **Task 7.1: Evaluation and Design Data and File Management for Bid Package #1**
- **Task 7.2: Evaluation and Design Data and File Management for Bid Package #2**

The CONSULTANT shall organize, describe, and tabulate all documents and files prepared, or caused to be prepared, by the CONSULTANT, and will provide the resulting documentation to the DISTRICT, as stipulated in article 1.5 of the Agreement (Exhibit C). Documents and files include, but are not limited to, drawings, specifications, cost estimates, reports, technical memoranda, collected data and materials, photos, models, and calculations.

Deliverables: The CONSULTANT shall prepare a “Data Management Technical Memorandum” including a summary of the data and files provided. The CONSULTANT shall provide all data and files in both their source file format and PDF format.

**Optional Services**

This DISTRICT reserves the option to request additional services from the CONSULTANT, including, but not limited to the following:

**Task 8: Optional Services**

Optional services may include additional engineering services identified during the course of this project. Optional services, if warranted, will be negotiated at a future date. At the discretion of the DISTRICT, the following services may be considered, but are not limited to:

- Specialized field tests and inspections, including potholing.
- Oakport WWF seismic improvements.
- Galbraith Pump Station decommissioning detailed design.
- Specialized modeling, evaluation, or design work for additional scope items recommended in the Preliminary Design Report.

#### IV. ESTIMATED PROJECT SCHEDULE

Project Kick-off	April 2024
Task 2: Data and Condition Assessment	April - October 2024
Task 3: Preliminary Design	October - December 2024
Task 4: Detailed Design (Bid Package 1)	
Task 4.2.1: 50% Design Submittal	February 2025
Task 4.3.1: 90% Design Submittal	April 2025
Task 4.4.1: Final Design Submittal	June 2025
Task 4.5.1: Permit Assistance	May - June 2025
Task 4: Detailed Design (Bid Package 2)	
Task 4.1.2: 10% Design Submittal	November 2025
Task 4.2.2: 50% Design Submittal	January 2026
Task 4.3.2: 90% Design Submittal	March 2026
Task 4.4.2: Final Design Submittal	May 2026
Task 4.5.2: Permit Assistance	April - May 2026
Task 5: Bid Period Services	
Task 5.1: Bid Package 1	July - October 2025
Task 5.2: Bid Package 2	May - September 2026
Task 6: Engineering Services During Construction	
Task 6.1: Bid Package 1	October 2025 – October 2026
Task 6.2: Bid Package 2	September 2026 – September 2027
Task 7: Data and File Management	
Task 7.1: Bid Package 1	October 2026
Task 7.2: Bid Package 2	September 2027
Task 8: Optional Services	TBD

END OF EXHIBIT



## **EXHIBIT F**

# **LABOR HOURS BY TASK TEMPLATE**

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

**EXHIBIT F**

**East Bay Municipal Utility District  
SD-440 Remote Wastewater Facilities Improvements Project**

**LABOR DISTRIBUTION\***

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

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



## **EXHIBIT G**

# **ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY CHECKLIST (SAMPLE)**

**ENGINEERING PROJECT  
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY CHECKLIST**

Spec Number/Project Name: \_\_\_\_\_

Project Engineer Name and Extension: \_\_\_\_\_

*Brief* Summary of Project: \_\_\_\_\_

This checklist is intended as an aid to engineering staff during the early stages of project development to ensure environmental, health, safety and security issues are addressed. Please return Checklist to Carla Cartagena, MS 704

A meeting is required with RCO in the early stage of the project to discuss potential environmental, health, safety, and/or security issues and proposed mitigations. The meeting should be held when enough information is known about the project to address these issues, but early enough that changes can be made. Required attendees are the design PE, PM, WHS, ECS, and SEP. Has this meeting been scheduled?

Yes  No

**General Questions**

Will any structures or buildings be demolished as part of this project?

Yes  No  Unknown

Will there be any removal of materials with asbestos, lead or PCBs?

Yes  No  Unknown

**Workplace Health and Safety Issues**

Will the project create or generate hazardous dust, fume, mist, gases, or vapors in any way that could expose workers: for example, Lead, Asbestos, PCB, or any other chemical substances?

Yes  No  Unknown

Will the project involve working at heights over six feet above or below grade?

Yes  No  Unknown

Will the project require trenching or excavating?

Yes  No  Unknown

Will personnel be required to enter confined spaces such as vaults, pipes, manholes, tanks, tunnels, trenches, etc.?

Yes  No  Unknown

Will the work involve the installation of electrical service over 600 volts?

Yes  No  Unknown

Will there be work that requires a diver for either inspection or construction?

Yes  No  Unknown

Will the work be located over a body of water such as a river or lake or bay?

Yes  No  Unknown

Will there be any tunneling or pipe jacking?

Yes  No  Unknown

Will there be any abrasive blasting of coatings or surfaces?

Yes  No  Unknown

Will there be any spray coating of surfaces?

Yes  No  Unknown

Will there be any work involving the draining, cleaning, purging, or decontaminating of systems or structures once used to store, process, or convey hazardous materials?

Yes  No  Unknown

**ENGINEERING DEPARTMENT PROJECT DESIGN**  
**ENVIRONMENTAL, HEALTH, AND SAFETY AND SECURITY COMPLIANCE CHECKLIST**  
(Continued)

***Security Issues***

- Is the work being performed at a critical facility? Yes  No  Unknown
- Will the facility be in-service during construction? Yes  No  Unknown
- Are Contractor badges required during construction per the Construction Security Guidelines? Yes  No  Unknown
- Will guard services be required during construction? Yes  No  Unknown
- Have physical security improvements been integrated into design in accordance with Physical Security Design Guide:
- Fencing and or walls
  - Physical barriers (bollards / K rail)
  - Security keypads (C\*Cure) and locks
  - Video security systems
  - Contact alarms

***Environmental Issues***

- Is an environmental site assessment (phase I/phase II) required for the project? Yes  No  Unknown
- Will any water, wash water, or wastewater be disposed of to the storm sewer, sanitary sewer or receiving water (creek, stream, lake, bay, or other body of water) from this project during construction other than storm water runoff? Yes  No  Unknown
- Will any water, wash water, or wastewater be used for multiple uses, beneficial reuse (soil compaction, street sweeping, dust control, percolation, low-impact development features or irrigation)? Yes  No  Unknown
- Will any soil be off hauled or reused from this project? Yes  No  Unknown
- Will any hazardous materials be stored at the project site during construction for more than 30 days (e.g., diesel tanks, temporary chemical tanks)? Yes  No  Unknown
- Will any known or suspected hazardous materials be removed and disposed of from this project (e.g., treated wood, chemical storage tank residue, PCB, mercury, or other process or lab chemicals)? Yes  No  Unknown
- Will any underground or aboveground tanks and/or associated piping be installed or removed during this project? Yes  No  Unknown
- Will any work be done in or adjacent to a stream, lake, river, or other water body? Yes  No  Unknown

**ENGINEERING DEPARTMENT PROJECT DESIGN**  
**ENVIRONMENTAL, HEALTH, AND SAFETY AND SECURITY COMPLIANCE CHECKLIST**  
(Continued)

- Does the project contain potential for erosion impacts to nearby water bodies during construction? Yes  No  Unknown
- Will monitoring wells be installed or removed under this project? Yes  No  Unknown
- Will construction result in land disturbance of one acre or more? Yes  No  Unknown
- Is there any known or suspected environmental (soil, soil gas or groundwater) contamination at or adjacent to this site? Yes  No  Unknown
- Are there any reports/ information available related to site history and potential contamination onsite? Yes  No  Unknown
- Is the project located adjacent to a freeway or highway? Yes  No  Unknown
- Is there residential property or sensitive receptors (e.g., schools, hospitals, nursing homes) adjacent to the site? Yes  No  Unknown
- Has a CEQA document been filed for the project? Yes  No  Unknown
- Will the project use architectural coatings or other VOC containing compounds, including aerosols, during construction? Yes  No  Unknown
- Will the project include installation of a boiler, generator, engine, or other equipment that combusts fuel (e.g., natural gas, diesel, gasoline, digester gas, propane)? Yes  No  Unknown
- Will the project include the installation of sources that can release volatile organic compounds (e.g., paint booth, parts cleaner, gasoline dispensing, other solvent usage)? Yes  No  Unknown
- Is the contractor planning to use portable generators to supply power during construction? Yes  No  Unknown
- Does the project require vegetation management or pesticide application? Yes  No  Unknown
- For wastewater projects: will this work be done on the west end property? Yes  No  Unknown
- Post-construction Questions***
- Will hazardous substances (includes both hazardous materials and hazardous wastes) be stored at the newly constructed facility? Yes  No  Unknown
- Will the newly constructed facility discharge water, wash water or wastewater to a storm drain or receiving water (e.g., process streams, cooling water, vehicle wash water, sump water)? Yes  No  Unknown
- Will the newly constructed facility discharge water, wash water or wastewater (other than sanitary waste) to a sanitary sewer? Yes  No  Unknown
- Will the project include permanent installation of a boiler, generator, engine, or other equipment that combusts fuel (e.g., natural gas, diesel, gasoline, digester gas, propane)? Yes  No  Unknown

**ENGINEERING DEPARTMENT PROJECT DESIGN  
ENVIRONMENTAL, HEALTH, AND SAFETY AND SECURITY COMPLIANCE CHECKLIST  
(Continued)**

Will the project include the permanent installation of sources that can release volatile organic compounds (e.g., paint booth, parts cleaner, gasoline dispensing, other solvent usage)?

Yes       No       Unknown

SAMPLE