

REQUEST FOR PROPOSAL (RFP)

for Interceptor Pipeline Rehabilitation Design

ADDENDA

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

CONTACT

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RESPONSE DUE

March 27, 2024 (Wed)
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO

(Hardcopy Proposals will not be accepted)

John Law, Associate Civil Engineer, EBMUD
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EAST BAY MUNICIPAL UTILITY DISTRICT
RFP for Interceptor Pipeline Rehabilitation Design

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I. BACKGROUND

East Bay Municipal Utility District (District) operates and maintains approximately 29 miles of large diameter interceptor pipeline in the East Bay. These reinforced concrete interceptors were built in the early 1950's and convey wastewater from nine Bay Area cities by gravity to the Main Wastewater Treatment Plant. The interceptors are showing signs of internal corrosion due to hydrogen sulfide. In 2022, the District issued three emergencies to repair two sinkholes and three pipe segments with severely degraded pipe walls.

Several recently inspected interceptor assets were found to be in poor condition and in need of rehabilitation. This RFP aims to address the condition of interceptor pipe segments and maintenance holes (MHs) at three locations.

II. SCOPE OF WORK

A. GENERAL

East Bay Municipal Utility District intends to award contract(s) to up to two Proposers to provide design and engineering services during construction (ESDC) for rehabilitation of two interceptor segments and relocation (or rehabilitation) of one segment. Proposers should select the project(s) they are submitting a proposal on by filling out the Proposal Form in Exhibit A. The District will select the best Proposers and the distribution of project scope. The District's preference is to award the SD-453 Alameda Interceptor Rehabilitation project to one Proposer and the SD-456 South Interceptor Rehabilitation project to a second proposer. The basis of design/predesign (BOD) scope for the SD-458 North Interceptor project may be awarded to a third proposer, included as an optional scope item on the SD-453 Alameda or SD-456 South Interceptor contracts, or awarded on an as-needed basis depending on interest, qualifications, and proposed teams. The exact structure of the contracts will depend on the proposals received, interest of firms, and qualifications.

Refer to Exhibit G, Scope of Work, for sample scope of work for each interceptor segment (project). Refer to Table 1 for a summary of the anticipated scope and Table 2 for anticipated construction costs and deliverables.

B. RFP STRUCTURE

The RFP is structured as follows:

RFP Exhibit	Description
Exhibit A – RFP Response Packet Exhibit D – Iran Contracting Act Exhibit F – Information Technology Public Records Exclusion	Required response forms and Proposal contents.
Exhibit B – Insurance Requirements	Required insurance and coverage. Insurance forms to be executed by selected Proposer.
Exhibit C – Sample Professional Services Agreement	Sample contract language for the Agreement between District and selected Proposer.
Exhibit G – Scope of Work	
<ul style="list-style-type: none"> • G-0 Background 	Detailed project background on the three interceptor projects, summary of pipe information, cost, schedule, flows, corrosion, and project challenges.
<ul style="list-style-type: none"> • G-1 SD-453 Alameda Interceptor Rehabilitation Constitution Way 	Sample scope of services, condition summary, conceptual drawings and as-builts, and additional reference materials for each project.
<ul style="list-style-type: none"> • G-2 SD-456 South Interceptor Rehabilitation Coliseum 	
<ul style="list-style-type: none"> • G-3 SD-458 North Interceptor Ashby Interchange 	

Table 1: Summary – Anticipated Scope

Project No.	Interceptor	Manholes (US-DS)*	Approx. Length (ft.)	Internal Diam. (in.)	Scope	Design Level
SD-453	Alameda Interceptor	A45-A48	2,700	60	Manholes and interceptor rehabilitation	Final Design
SD-456	South Interceptor	S07-S10	2,000	42, 51, 63	Manholes and interceptor rehabilitation	Final Design
SD-458	North Interceptor	N26-N30	3,000	66	Interceptor relocation	Basis of Design/ Preliminary Design

* US – upstream, DS - downstream

Table 2: Construction Costs, Design and Construction Schedule

Project No.	Interceptor	Estimated Construction Cost	Anticipated Consultant NTP	Final Deliverable*	Complete Construction
SD-453	Alameda Interceptor	\$6-8M	Aug. 2024	Apr. 2025	Oct. 2026
SD-456	South Interceptor	\$5-7M	Aug. 2024	Apr. 2025	Oct. 2026
SD-458	North Interceptor	\$10-30M	Aug. 2024	Mar. 2025 (BOD Only)	Construction TBD

*May vary depending on negotiated scope and project approach. Proposers should submit schedules that reflect realistic timelines based on their proposed approach. Proposers adhering to the dates provided without justification or backup may not necessarily score additional points.

C. DESIGN PHASE DELIVERABLES

- i. **Basis of Design:** A basis of design (BOD) or preliminary design is required for each of the three projects. There is a certain amount of work that has already been completed by the District for each segment and the intent of the BOD is to summarize and review that information so that there is a clear understanding of the scope required to complete the design. At a minimum, each BOD should include a list of recommended drawings and specifications as well as project budget and schedule. An illustrative BOD scope summary is provided below and is expanded on in Exhibit G, Scope of Work.

The District has prepared a preliminary set of drawings for each project and District master technical specifications are available. The Consultant should review the drawings and technical specifications and develop a table of contents for drawings and specifications as part of the BOD. The BOD should also evaluate alternatives in available technologies, scope, and construction, and present the risks of each.

- a. **SD-453 Alameda Interceptor:**

The BOD should address the following issues unique to this project:

- 1. **Extents of the rehabilitation:** The anticipated scope of rehabilitation are the two pipe segments between A45 and A46A, and between A47 and A48. The pipe between A46A and A47 is rehabilitated with a PVC slipliner. The Consultant will be required to evaluate the need to extend the limits of rehabilitation to include the segment between A44 and A45. This segment does not appear to have significant corrosive damage, but it may be cost effective to include rehabilitation of this segment in the project scope. This evaluation also applies to the downstream limits, A48 to A48A.

2. Sand Trap: Consultant will evaluate the need for a sand or debris trap, or debris removal access point. Based on recent assessment, the bottom six to nine inches of the Alameda Interceptor is lined with debris, mostly sand. The District would like to evaluate the long-term cost-benefit and feasibility of removing accumulated interceptor debris from the Alameda Interceptor.

b. **SD-456 South Interceptor:**

The BOD should address the following issues at a minimum:

1. Extents of the rehabilitation: The anticipated scope of rehabilitation is between S08 and S10. The existing pipe upstream of S08 is a smaller diameter but may be economical to rehabilitate as part of this project. Consultant will provide a recommendation based on cost and need on whether S07 to S08 should be included.
2. Rehabilitation Technology: The Proposer will include a recommended approach for rehabilitating the interceptor pipeline and manholes. The District assumes that sliplining is the preferred rehabilitation method, but this should be checked. For manhole repairs, the District has tried polyurethane lining and epoxy lining, but this should also be checked, especially given the manholes in this segment.
3. Hydraulics: Any reduction in interceptor diameter due to sliplining will impact capacity and increase overflows. The District, working with its hydraulic modeling subconsultant (Brown and Caldwell), has determined that sliplining manholes S08 to S09 will increase overflow quantities during peak storms but that sliplining is the most practical and cost-effective approach available. Available hydraulics data is included in Exhibit G. Proposer, is expected to review and reassess this finding as part of BOD development.
4. Proximity to Elmhurst Creek: Proposer will be responsible for evaluating and incorporating construction activities in the vicinity of manhole S09, which is in the embankment of Elmhurst Creek.
5. Coordination with the Stadium for the Roots Semi-Professional Soccer Club: The Roots Soccer club has plans to build a soccer stadium in the parking lot between manholes S08 and S09. It is likely that the rehabilitation work will have to take place after the stadium is in place. The District has property rights in this area but there are other outside drivers that have to be accommodated as part of this design. Consultant will have to coordinate with the Roots development (indirectly through the District), especially for manhole rehabilitation activities.

c. **SD-458 North Interceptor Relocation:**

The Alameda County Transportation Commission (ACTC) is administering the I-80/Ashby Avenue (SR-13) Interchange Improvements project which will reconstruct the Interstate 80 and Ashby Avenue interchange. The ACTC project is delayed while ACTC secures the necessary funding. (The latest project schedule, which has been put

on pause, shows construction beginning in late 2025). The North Interceptor currently extends along the east side of the freeway and is inaccessible without significant traffic control and permitting for maintenance along this stretch. The District is evaluating relocating this stretch of interceptor to improve the ease of access after the I-80/Ashby Interchange project is complete. Without relocation, access at this reach may become impossible.

The BOD should include preliminary drawings, key specification sections, cost estimate, and required schedule for final design and construction:

1. Alternatives Analysis: Review the construction cost, schedule, and risk of rehabilitation, partial relocation, or full relocation. Recommend an approach and facilitate internal discussions to reach a consensus on the best approach. Circumferential reinforcement is visible along two 8-foot pipe pieces between N29 and N30.
2. Hydraulics: Coordinate with the District's subconsultant (Brown and Caldwell) to review existing and new hydraulics with the proposed relocation design.
3. Environmental Impacts: Review environmental impacts of the proposed relocation. Coordinate this effort with Caltrans and ACTC, who are the lead for this effort. This may require new field investigations by a specialty subconsultant.
4. Geotechnical Information: Summarize existing geotechnical data and prepare new geotechnical data as necessary for the proposed relocation. This may require new borings, unless Caltrans or ACTC, or others already have this information available. Evaluate types of piles or foundations needed for the relocated interceptor.
5. Mechanical and Structural Design of Key Points: Design and planning sequencing of the following:
 - Tie-in points on the north and south limits of the new alignment.
 - New storm drain crossing at Potter Street.
 - Evaluate and make recommendation for type of pipe at the Ashby Avenue crossing. Coordinate with ACTC and Caltrans on requirements. This is potentially a deep crossing and may require jacking or encasement.
 - Review proposed new manhole locations with respect to accessibility for District maintenance activities.
6. Coordination with Outside Agencies and Stakeholders: The Consultant will need to coordinate with ACTC, Caltrans, City of Berkeley, City of Emeryville, Bay Conservation and Development Commission (BCDC), and others to prepare a comprehensive BOD report. The Consultant may be expected to lead coordination

efforts and meetings to get feedback from external stakeholders. Most meetings will likely be held virtually over Microsoft Teams. At minimum, the Consultant shall address preliminary comments from external stakeholders on the District reviewed BOD report, to develop an approach for detailed design that's mutually accepted by stakeholders having jurisdiction.

- ii. **Design Submittals**: After the BOD has been accepted for the SD-453, Alameda Interceptor and SD-456, South Interceptor projects, detailed design can begin. Detailed design is not included under this contract for the SD-458, North interceptor project because the schedule for that project has been postponed indefinitely.

Detailed design submittals include 50%, 90% and Final Design submittals. Each design submittal will include updated drawings, specifications, construction cost estimate, and overall schedule. With each design milestone, the Consultant will lead a meeting with the District User Group and/or relevant external stakeholders to review the most current design. The Consultant may be expected to lead encroachment permitting efforts beginning at the 50% Design. Traffic engineering for traffic control plans may be needed to facilitate discussions with permitting agencies. Submittals shall be in MS Word, PDF, and/or AutoCAD format. Sharepoint or Bluebeam studio may be used for collaboration.

- iii. **Optional Tasks**: The District has been tracking other interceptor pipe and manhole assets throughout the interceptor system for minor defects. The Consultant may be asked to provide new design drawings or updates to District standard drawings for manhole raising or lowering, repair of delaminated plastic liners, injection grouting/sealing of manholes with excessive infiltration and inflow, etc. This optional task is for as-needed engineering design services to assemble drawings or specifications to describe the repair or rehabilitation of manholes or pipe segments near manholes not included in the SD-453, SD-456, or SD-458 projects. This optional scope will be negotiated as-needed based on urgency, availability, and relevant experience. (Information on this optional scope is not provided in Exhibit G and will be negotiated with the selected Proposer(s))
- iv. **Engineering Services During Construction (ESDC)**: The District or third-party representative will serve as the construction manager for each rehabilitation project. The Consultant will review submittals, RFIs, change orders, and provide design clarifications as needed during construction. The Consultant will be required to attend field meetings to resolve conflicts during construction. The Consultant is expected to be responsive and should have a local presence during construction. Since work will take place under encroachment permits and in coordination with other stakeholders, Consultant responses are expected to be timely and prompt. Consultant will be expected to work closely with the District and the contractor to resolve field issues expeditiously, to minimize costs and schedule delays.

See Exhibit G for a comprehensive draft breakdown of requirements, deliverables, and assumptions. The scope of work may be modified to better fit a selected Proposer's project approach and be structured to give the District flexibility between scopes.

III. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	January 29, 2024	
Proposal Conference (Not Mandatory)	February 14, 2024 (Wed), 11:00a-12:00p	On Microsoft Teams. Email john.law@ebmud.com for invite.
Response Due	March 27, 2024 by 4:00 p.m.	
Anticipated Contract Start Date	June 23, 2024 to August 27, 2024 depending on negotiations and review duration. The District would like to begin work as early as possible.	

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

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

PROPOSAL CONFERENCE

Proposal conference will be held to:

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

All questions deemed to be pertinent by the District will be addressed in Addenda following the Proposal conference.

IV. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. PROPOSAL ACCEPTANCE AND AWARD

- i. Proposals will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- ii. The Selection Committee will recommend award to the Proposer(s) 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.

- iii. The District reserves the right to award to a single or to multiple Professional Service Providers, dependent upon what is in the best interest of the District.
- iv. The District has the right to decline to award this contract or any part of it for any reason.
- v. 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.
- vi. 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. PROPOSAL COMPOSITION

Proposals shall include the following:

1. Cover Letter:

- A. Cover letter should be a maximum of two pages and should describe the overall project approach.
- B. The cover letter should make it clear which of the three interceptor segments (SD-453, Alameda Interceptor, SD-456, South Interceptor, and SD-458, North Interceptor) is included in the Proposal. If more than one team is proposed, make clear which team(s) or individual(s) will work on which project.
- C. Briefly describe what skillset the project team brings and how they align with the needs of each project. Highlight relevant past experience.

2. Project Experience:

- A. Describe three or four engineering projects successfully completed by the Proposer of similar size and scope to the project(s) included in the Proposal. For SD-453 and SD-456, these projects should be on large diameter sewer pipe rehabilitation. For SD-458, these projects should be a sewer pipe relocation of similar size and complexity. Limit description for each project to two pages.
 - i. Proposers including a component for interceptor relocation (SD-458) should include at least one large pipeline relocation project description.

The items below should be provided for each project:

- B. What phases were completed by the Proposer: planning, design, and construction?
- C. Describe coordination required with agencies, cities, and stakeholders. At what phase of the project was coordination done?
- D. Describe project technical details, for example technologies used: sliplining, cured-in-place pipe (CIPP), open cut, multiple methods, etc. Include experience with manhole rehabilitation.
- E. Were there any provisions for rehabilitation under live-flow conditions? If bypass pumping was used, provide a description of the design process.
- F. Which of the team members proposed as part of this Proposal were involved in each project cited?
- G. What services were provided during the construction phase? What steps were taken to ensure rapid response to field issues? What unanticipated challenges arose during the construction phase and how did the associated team members address these challenges?

3. Proposed Team

- A. Provide an organization chart with proposed personnel during design phase and construction phase. Identify project manager, technical leads, project engineers, etc. Provide a brief description of each role or group of roles.
- B. Identify any subconsultants and provide a corresponding organization chart.
- C. Describe experience for all personnel relevant to proposed scope. Include percent of time proposed for each personnel for each task.
- D. Include resumes of proposed staff describing how experience applies to proposed scope.

4. Schedule

- i. Provide an overall project schedule, providing anticipated durations for design phase tasks and construction.
- ii. Include in the Proposal a breakdown of anticipated hours to complete proposed tasks. This should reflect level of effort and will be subject to negotiation upon selection.

5. Work Sample

- i. Provide sample conformed of record drawings of a similar project completed by the Proposer to the project being proposed on.
- ii. Provide sample conformed technical specification for one pipeline rehabilitation technology and one manhole rehabilitation technology on a project completed by the Proposer.

6. Forms

- i. Addendum acknowledgement. (Exhibit A)
- ii. Exceptions, clarifications, and amendments. (Exhibit A)
- iii. Include the following forms with the Proposal:
 - a. Contract Equity Program forms:
 - (1) P-025, Employment Data and Certification (Prime and subconsultants)
 - (2) P-040, Contract Equity Participation
 - (3) P-041, Good Faith Outreach Efforts Documentation (if applicable)
 - (4) <https://www.ebmud.com/business-center/contract-equity-program>
 - b. Iran Contracting Act (Exhibit D)
 - c. Information Technology Public Records Exclusion (Exhibit F)

7. References

- i. The Selection Committee will contact references provided by the Proposers.
- ii. An OPTIONAL template titled Statement of Qualifications is provided in Exhibit A which includes project team, personnel qualifications, and qualifying experience (references). Proposers are not required to use this form.

8. Interviews

- i. After the Proposals are reviewed and ranked, the District will invite the top ranked proposers for an interview. The District will decide how many Proposers will be invited for an interview.
- ii. Interviews will be carried out remotely via Teams.
- iii. For interviews, Proposal teams will be given approximately 30 minutes to present their project team and approach, and then 30 minutes for District questions.

C. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee consists of District wastewater engineers who have experience on sewer pipeline rehabilitation design and construction. The Selection Committee will select Proposer(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of the Proposer shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each Proposal meeting the qualification requirements set forth in this RFP and based on the selected projects. It is the Proposer’s responsibility to make clear which parts of its Proposal(s) go towards which project(s). Proposer should bear in mind that any Proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in allocated resources, 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.

Criteria	Possible Points (max 100)
<p>Project Understanding – How well does the Proposer understand the required design and construction support services? Consider:</p> <ol style="list-style-type: none"> 1. Cover letter, project approach, organization chart 2. Schedule 3. Staff hours 4. Exceptions, Clarifications, Amendments* 5. Identification and address project risks <p>*If the District is unable to accommodate Proposer’s Exceptions, Proposal may be disqualified. Proposer will be notified if this is the case and given an opportunity to respond.</p>	20
<p>Experience of Firm – Based on the Proposal and reference checks, rate the Proposer’s level of experience. Consider:</p> <ol style="list-style-type: none"> 1. Expertise in design and coordination of similar interceptor projects. Projects were completed recently within the past 10 years. 2. Expertise in construction support for similar interceptor projects. 3. Work sample (CSI format, standards used, clarity, QA/QC, errors, etc.) 4. References 	30

<p>Project Team and Personnel – Based on evaluation of the Proposal and reference checks, rate the Proposer’s team. Consider:</p> <ol style="list-style-type: none"> 1. Expertise in design and coordination of similar interceptor projects. Projects were completed recently within the past 10 years. 2. Expertise in construction support for similar interceptor projects. 3. Project manager has managed teams of similar sizes before. Project manager can delegate tasks to a deputy project manager or technical lead, and can keep track of task orders or budget reallocations. 4. References 	35
<p>Interview</p> <ol style="list-style-type: none"> 1. Presentation demonstrates firm and team have the expertise to deliver the proposed services. 2. Question and answer period demonstrate good understanding of the project requirements. 	10
<p>Contract Equity Program – Additional scoring points for Proposers that qualify as small business enterprise (SBE) or disabled veteran business enterprise (DVBE). Refer to Exhibit A, Contract Equity Program & Equal Employment Opportunity.</p>	5

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

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail or USPS mail with the name of the Proposer(s) 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.

V. 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 PROJECT INFORMATION:
Attn: John Law, Associate Civil Engineer
E-Mail: john.law@ebmud.com
PHONE: (510) 287-7186

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:
Attn: Contract Equity Office
PHONE: (510) 287-0114

B. SUBMITTAL OF PROPOSAL

At this time, no hardcopy proposals will be accepted. Submit your Proposal in pdf format and prior to the due date/time. RFP submittals, in their entirety, shall be emailed or submitted to john.law@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 or upload your response to District sharepoint (coordinate to have this set up in advance of the submittal). Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email or sharepoint. You may email or call at (510) 287-7186 to check receipt of the proposal.

All costs required for the preparation and submission of a Proposal shall be borne by the Proposer.

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.

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.

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.

It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, E, or F or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.

Proposals, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any Proposal or part thereof so marked. Proposals 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. See Exhibit F on public records act exemption requests.



EXHIBIT A PROPOSAL PACKET

RFP For – Interceptor Pipeline Rehabilitation Design Services

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

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

YES NO

If so, please list :

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

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Proposer shall indicate which project(s) it is submitting a proposal for:

Project	Checkmark
SD-453 Alameda Interceptor Rehabilitation Phase 3 – Constitution Way	
SD-456 South Interceptor Rehabilitation Coliseum	
SD-458 North Interceptor Ashby Interchange	

Proposer shall submit this Proposal Form along with its proposal.



OPTIONAL REFERENCES AND EXPERIENCE TEMPLATE
Statement of Qualifications Form
RFP For – Interceptor Pipeline Rehabilitation Design

Proposer Name: _____

Interceptor Pipeline Rehabilitation Design Statement of Qualifications				
Under Project Team Definition: (1) indicate the estimated portion of the total consulting fee for which each firm is responsible. Total should equal 100%; (2) provide resumes for all key project personnel. For qualifying experience, space is provided — add additional rows as needed.				
Project Team Definition				
	Firm/Primary Location	Expertise (e.g. Rehabilitation, Relocation, etc.)	Est. % (\$/\$)	M/WBE (Y/N)
Lead				
Sub				
Sub				
Sub				
... (insert more rows as needed)				

Lead Firm Personnel Qualifications

Name (Title)	Years of Employment at Lead Firm	Total Years of Experience on Relevant Projects	General role (discipline)	PE License No. (if applicable)
Project Manager				
Project Engineer				
... (insert more rows as needed)				

QUALIFYING EXPERIENCE (fill out additional forms as applicable)

Project 1

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:

Project 2

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:

Project 3

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For – Interceptor Pipeline Rehabilitation Design

Proposer Name: _____

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

The District is under no obligation to accept any exceptions and such exceptions may be a basis for Proposal 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. CONTRACTOR below refers to the selected PROPOSER.

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:	\$3,000,000
- 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 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: _____