

REQUEST FOR PROPOSAL (RFP) No. 551-24-01 for Central Reservoir Replacement Project Design Services

ADDENDA

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

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RESPONSE DUE

April 22, 2024
4:00 p.m. PDT

SUBMIT BY MAIL TO

**RESPONSE DELIVERED BY SERVICE (UPS,
FedEx, DHL, etc.) to:**
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EAST BAY MUNICIPAL UTILITY DISTRICT

RFP No. 551-24-01 for Central Reservoir Replacement Project Design Services

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I. STATEMENT OF WORK

A. PURPOSE

The Central Reservoir Replacement Project (Project) involves replacing East Bay Municipal Utility District’s (EBMUD; District) 154-million gallon (MG) open-cut reservoir with three new 14-MG prestressed concrete tanks situated within the northern portion of the existing reservoir basin. The Project will improve water service reliability, water quality operations, and long-term maintenance by replacing an aging facility and embankment dam with an optimally sized facility that matches the elevations of the other existing reservoirs in the Central Pressure Zone. The higher reservoir elevation will improve operational flexibility by allowing Central Reservoir to support future planned and unplanned outages of other facilities, improve reliability by providing buffer storage to the west-of-hills distribution system, and improve water quality operations by right-sizing the storage amount and increasing the operating range of Central Reservoir.

EBMUD is requesting professional services proposals for the design of the Project. Given the size, complexity, and length of the overall schedule required to complete the Project, EBMUD plans to take a phased approach by negotiating and issuing two separate consultant contracts as shown in Table A.

Table A: Overview of Consultant Contracts

Contract	Deliverables	Estimated Award Date	Approximate Duration
Contract #1: Detailed Design	Technical Memoranda, Cost Estimates, Design Reports, Interim (10%, 30%, 50%, 90%) and Final Contract Documents, and Construction Bid-Phase Support	Spring 2024	Spring 2024 – Spring 2027
Contract #2: Engineering Services During Construction (ESDC) (future)	Construction support and Operations & Maintenance documentation	Summer 2027	Summer 2027 – End of Construction (TBD)

EBMUD will evaluate the proposals received pursuant to this RFP under the evaluation criteria established in Section III(B). EBMUD will select and retain the services of a consultant or team of consultants (Consultant) that it deems best qualified to support the Project. EBMUD will negotiate with the Consultant to finalize a detailed scope of work and budget for Contract #1 to complete the detailed design for the Project.

EBMUD anticipates that Contract #2 will be negotiated and awarded in the future.

EBMUD intends to retain the same Consultant throughout Contracts #1 and #2 of the Project to provide continuity. However, EBMUD retains the option of negotiating contracts with a different Consultant for Contract #2, contingent upon EBMUD's needs for the Project. EBMUD may decide to issue multiple contracts with varying scope to multiple proposers depending on the needs of the Project and experience of proposers.

B. BACKGROUND

Central Reservoir, a 154-MG open-cut reservoir constructed in 1910, is located on a 27-acre site in Oakland that is bounded by 23rd Avenue to the west, Sheffield Avenue to the east, 25th Avenue/East 29th Street to the south, and Interstate 580 (I-580) to the north (see Figure 5). Central Reservoir is located at an elevation too low relative to the customers it serves and to other reservoirs in the Central Pressure Zone, creating unusable storage. In addition, Central Reservoir requires removal and disposal of polychlorinated biphenyls (PCBs) in the reservoir's interior coating, has a roof that does not meet current seismic codes, has a failing floor liner with potential leakage in the upper areas resulting in reduced operating levels, and is about three times larger than required. The reservoir floor was originally lined with 4-inch-thick concrete slabs and was subsequently covered with asphalt (panelcraft) in 1961. The roof system was installed in 1961 and includes concrete columns, timber girders, and a transite roof that was later encapsulated with a corrugated metal roof in 2004. A new auxiliary dam to the north was constructed in 1961.

A Value Engineering Study completed in June 2017 determined the optimal configuration, materials, and construction methods for the replacement. EBMUD completed an outage plan for Central Reservoir and determined that Central Reservoir can be temporarily removed from service during construction of the new tanks.

In April 2021, EBMUD's Board of Directors approved the Project and certified the Environmental Impact Report (EIR).

The Project will replace the existing open-cut reservoir with three 14-MG concrete tanks within the existing reservoir basin with a water level approximately 20 feet higher than the current reservoir. The Project includes removal of vegetation and demolition of the existing reservoir, roof, lining, and material storage building, followed by removal of a portion of the reservoir's main embankment and construction of a reinforced tank foundation system, new tanks, new rate control station, valve structure, service road and site paving, bioretention area, and security fencing all within the existing reservoir property. The Project site design incorporates existing landscaping and a mix of earthen berms, trees, and shrubs to screen the tanks and emphasize the natural setting at the perimeter of the site while balancing earthwork. The Project includes a design option to allow Redwood Day School (RDS) to construct a private driveway along the northern end of the property. Figure 1 shows the proposed Project site plan and landscape plan. Table B, below, includes a list and brief description of the main project elements to be considered throughout the detailed design.

Table B: Key Project Elements and Activities

Design Element	Description
Demolition	Develop demolition plans for the demolition-phase work including sequencing; site preparation; liner, transite roof, and column removal; demolition of the existing Materials Storage Lab facility; stockpiling of materials to re-use; isolation of existing reservoir from distribution system; and abandonment of existing inlet/outlet (I/O) pipeline on reservoir property. The removal of the existing transite roof will require a Feasibility Assessment, which may entail a pilot study during the design phase to determine feasible options for removal of the reservoir's asbestos-containing transite roof and selection of the best method to control and contain asbestos, based on the current condition of the transite roof panels and an understanding of the method used to encapsulate the existing roof. The reservoir liner will likely contain asbestos and need to be completely removed and disposed of offsite, as it will be difficult to separate the concrete from the asbestos and from PCB-containing liner materials.
Substructure	Develop temporary excavation and earthwork plans; grading plans for the final fill-pad; design of cement/lime soil stabilization; design of Cement Deep Soil Mixing (CDSM) treatment including extent of stabilization, replacement ratio, mix design, and sequencing; and any tank foundation elements such as mat foundations.
Superstructure	Design of three new prestressed concrete tanks including roof, walls, foundation anchorage, steel reinforcing, and concrete.
New and Abandoned Pipelines	Design of a new 42-inch I/O piping located within the new reservoir access road connecting the new valve structure to the Central Rate Control Station (RCS) and the distribution system; new 30-inch I/O pipelines connecting each of the three new tanks to the new valve structure; replacing and abandoning the existing 80-foot section of 24-inch transmission pipeline in the sidewalk and road of East 29 th Street to a 30-inch pipeline as shown in Figure 6; and abandoning existing 100-foot section of existing transmission pipelines in East 29 th Street and 25 th Avenue as shown in Figure 6. Abandoned pipelines are anticipated to be filled with cellular concrete.
New Service Roads	Design of the principal site access would continue to be via the existing south entrance at 25th Avenue with a new service road, the alignment of which is shown on Figure 1. The existing alternate site access at East 30th Street would also remain. The area around each tank would include a 20-foot-wide road. The primary service road would be approximately 14 feet wide paved with two 5-foot-wide shoulders (total of 24 feet). All perimeter roads (roads other than the primary service road) would be

	approximately 12-foot-wide paved roads, with the exception of the rim along the south side of property, which would be an approximate 12-foot-wide gravel road. Paved roads would have an approximate 2-foot-wide shoulder on each side. The gravel road along the south side of the property would not have a shoulder.
New Valve Structure	Design of new valve structure located between the three tanks which will contain the I/O valving for the tanks. The new valve structure will also house one seismic isolation valve for one of the tanks. The structure will be approximately 50 feet by 100 feet in area and 15 feet high with a 42-inch-high guard rail around the perimeter of the roof.
Relocate Central RCS	Design of the new Central RCS facility inside the Central Reservoir property, to replace the existing Central RCS that is located outside of the property on the sidewalk on East 29 th Street. The new Central RCS will have a capacity of 24 million gallons per day (MGD) and will be located near the entrance at 25 th Avenue/East 29 th Street with an approximately 30-foot by 50-foot buried structure and adjacent paved area for parking and portable pumps. The existing Central RCS will remain in service until the new tanks and RCS are placed in service after which it can then be demolished.
Hazardous Material Characterization	Complete comprehensive hazardous materials assessment of materials on-site. Sampling and testing the soil on-site will occur at least twice: initially to ensure that the soil is clean before any demolition and construction activities begin and again after hazardous material abatement measures have been completed to ensure that the soil is clean before any earthwork activities begin.
Relocated Driveway	Relocate existing PG&E utility pole at 25 th Avenue/East 29 th Street approximately 20 feet to the north to accommodate the proposed driveway. The existing driveway would be relocated to the south to accommodate a 60-foot turning radius into the site from 25 th Avenue to the Central RCS parking area.
Bioretention Basin	Design of a new approximately 14,000-square-foot bioretention basin located in the proposed basin at the southern end of the site. The bioretention basin will be designed based on Alameda County C.3 Stormwater Technical Guidance documentation using low impact development techniques. All surface runoff from impervious areas and the reservoir underdrain system would be captured in the bioretention area before being discharged directly into Sausal Creek via the East 27 th Street storm drain pipeline.
Site Paving and Surface Drainage	Design of new site pavement (including pavement type, subgrade and subbase materials, pavement slope and curb details, and surface markings) and a surface drainage to control and convey stormwater to the bioretention basin or other stormwater collection.

Landscaping and Irrigation System	Site design includes existing landscaping, a mix of earthen berms, and new trees and shrubs to screen the tanks and emphasize the natural setting at the perimeter of the site while balancing earthwork. Temporary irrigation system will be installed for plant establishment. The proposed landscaping is shown on Figure 1.
Security Fencing	With the exception of the fence adjacent to RDS (which was recently replaced), all property fencing would be replaced using EBMUD's standard 8-foot high security fence requirements that utilize a 1-inch steel mesh with black vinyl coating with double v-arm three-strand barbed wire. Where existing fencing is higher than 8-feet, such as along the boundary with the Central Reservoir Recreation Area, the existing fencing would be replaced to match the existing height, but with the standard 1-inch mesh and v-arm barbed wire style fence. Fence will be replaced prior to demolition and will be designed to support temporary fence mounted sound barriers along the western, southern, and eastern site perimeter of the site.
Security Lighting and Other Security Improvements	The valve structure between the tanks and Central RCS would have outdoor security lighting with motion detectors along with manual switches and timers (lights would typically be used in the manual mode). Luminaire shields would be installed such that no light is directed off site or into the sky. Other security improvements such as adding alarms and cameras need to be done at the site as well.
RDS Access Driveway	A new access driveway that would be leased to RDS and located along the north end of the existing reservoir property. The driveway would connect RDS to Ardley Avenue. The driveway would be approximately 500 feet long and 10 feet wide and is shown on Figure 7. If this design option is approved by the City of Oakland, RDS would be responsible for implementing a design that addresses all traffic control, security, safety, regulatory, and permitting requirements. Also, the Project Mitigation Monitoring and Reporting Program (MMRP) requires RDS to conduct an operational and safety analysis for the new driveway where it meets Ardley Avenue.

The Consultant shall develop final bid-level structural design for the tanks and tanks foundation.

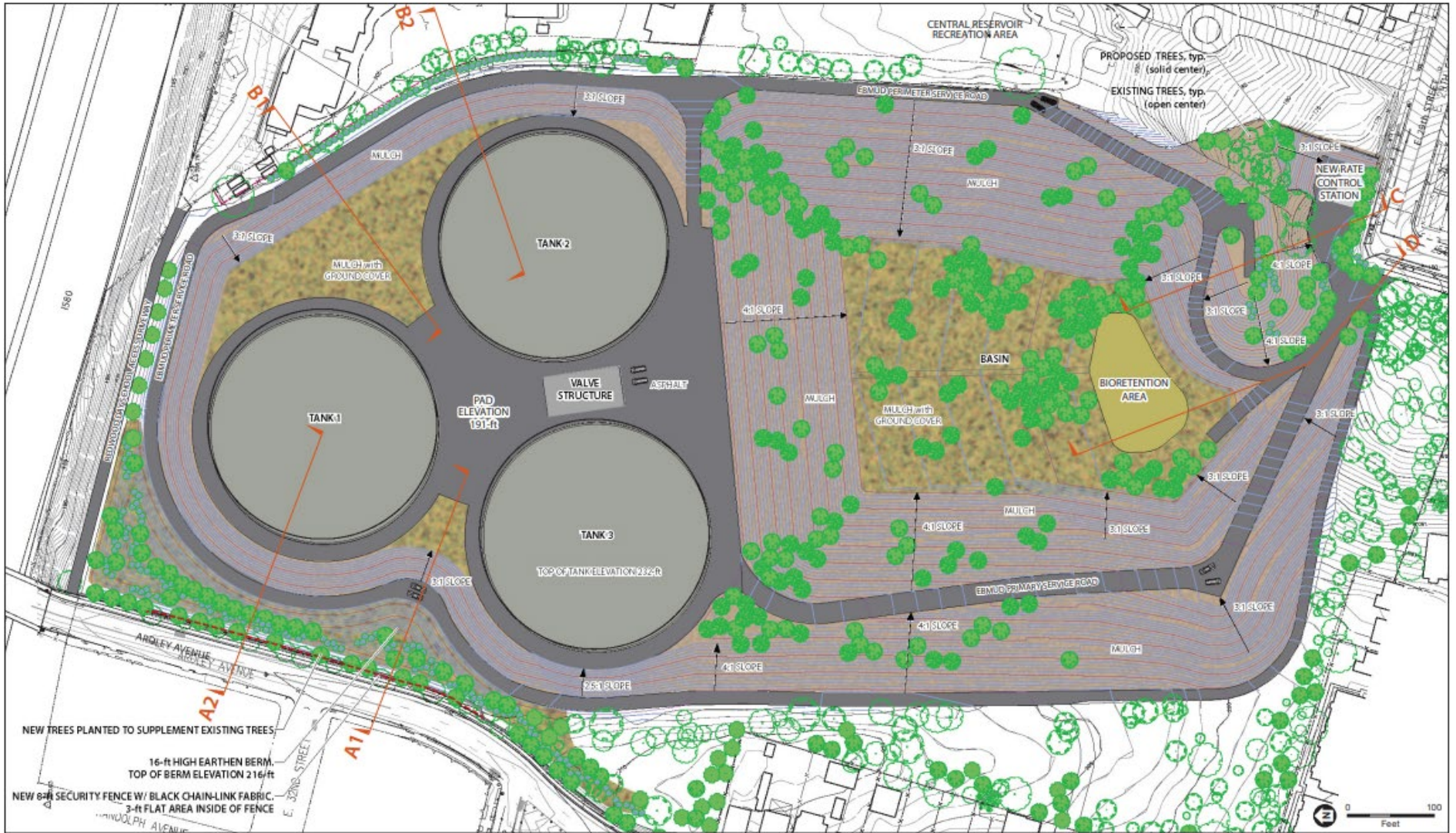
Key objectives for the design of the Project include minimizing the need for imported soil and/or off-hauling of soil from the site. As heavy truck access is limited and requires traversal through a complicated route through I-580 and surface streets, a Project design that minimizes the amount of heavy trucks required to move on- and -off-site would result in significant cost savings and reduction in community impacts. Access routes are shown in Figures 8 and 9. The

site grading and new fill-pad should be designed to conform to the requirements stated in EBMUD EIR documents, which require the earthwork to be cut and fill to be balanced.

The substructure for the new tanks and fill berm should be designed to ensure that the tanks maintain operability throughout their design life, addressing potential damage from both differential and total settlements, among other factors. Additionally, the tanks should be designed to remain in continued operation under earthquake ground motion levels associated with a seismic hazard exposure of 2-percent probability of exceedance in 50 years (2,475-year return period).

Figures 1 through 5, below, show the conceptual site plan and cross sections, depicting key elements. The full-sized drawings are included in Exhibit E.

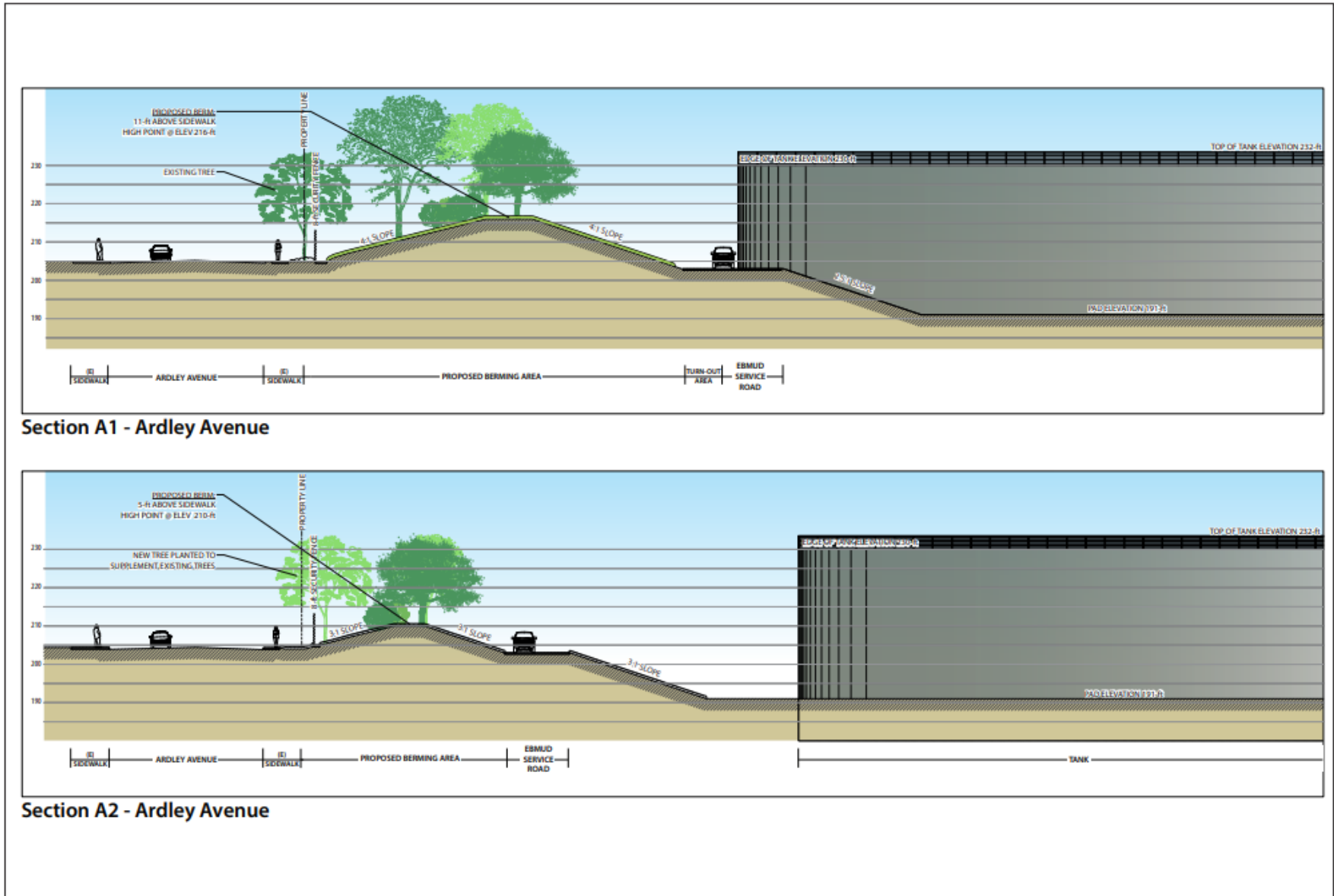
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SOURCE: EBMUD, 2018; Dillingham Associates, 2018

EBMUD Central Reservoir Replacement Project

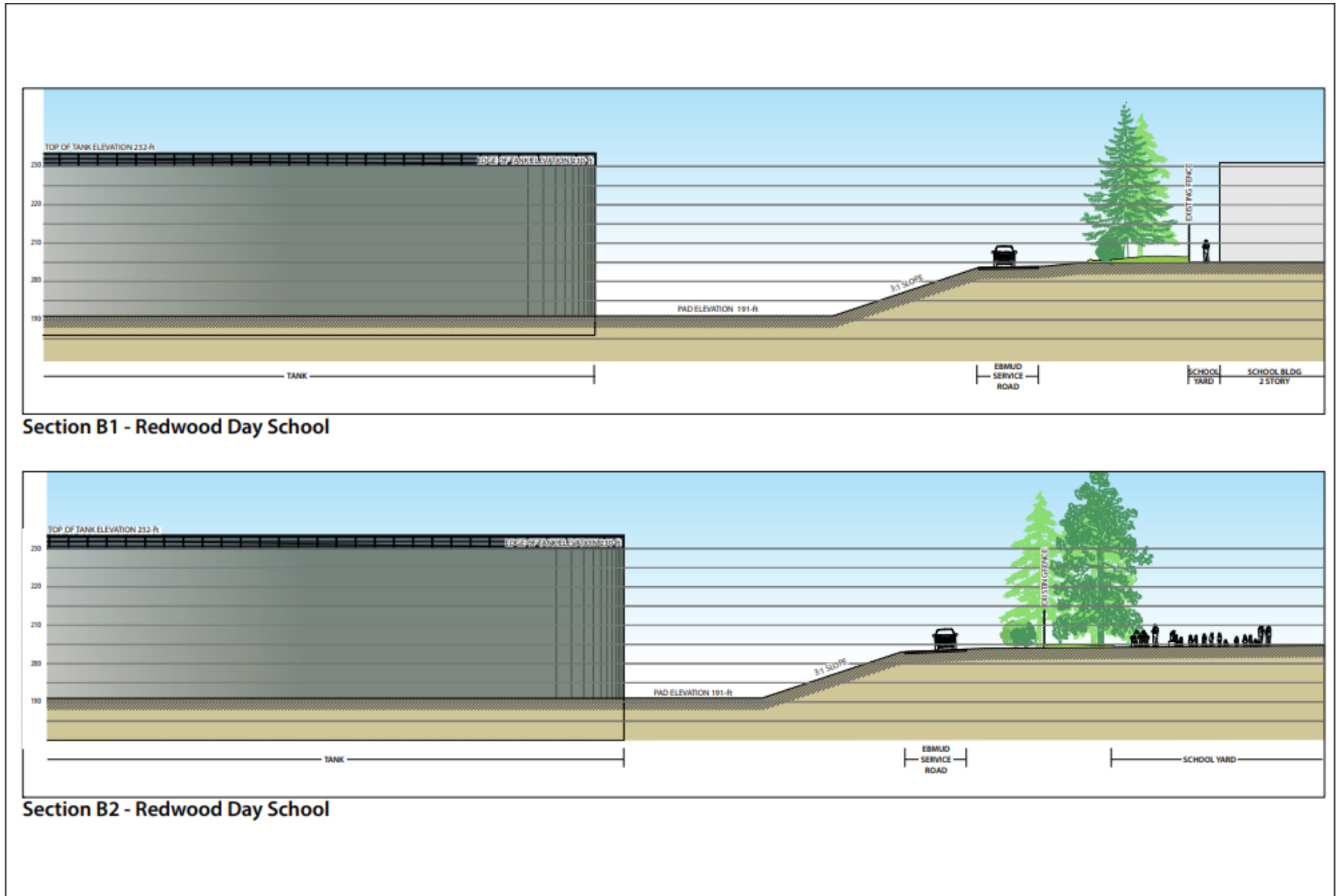
Figure 1: Site Plan



SOURCE: EBMUD, 2018; Dillingham Associates, 2018

EBMUD Central Reservoir Replacement Project

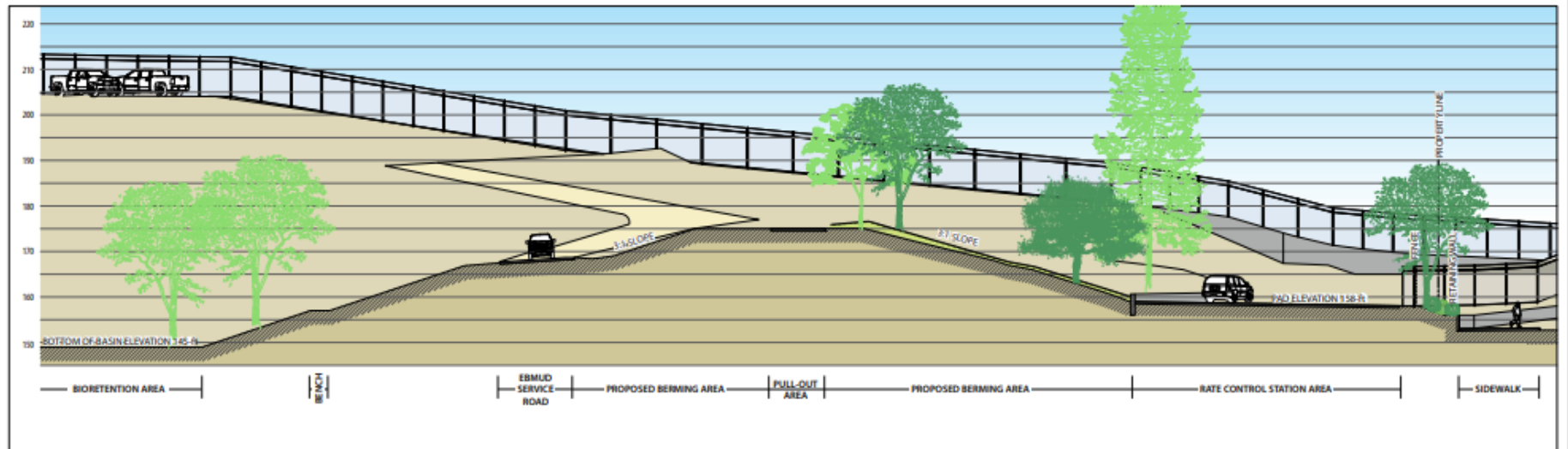
Figure 2 - Cross-Sections of Site Plan at Ardley Avenue



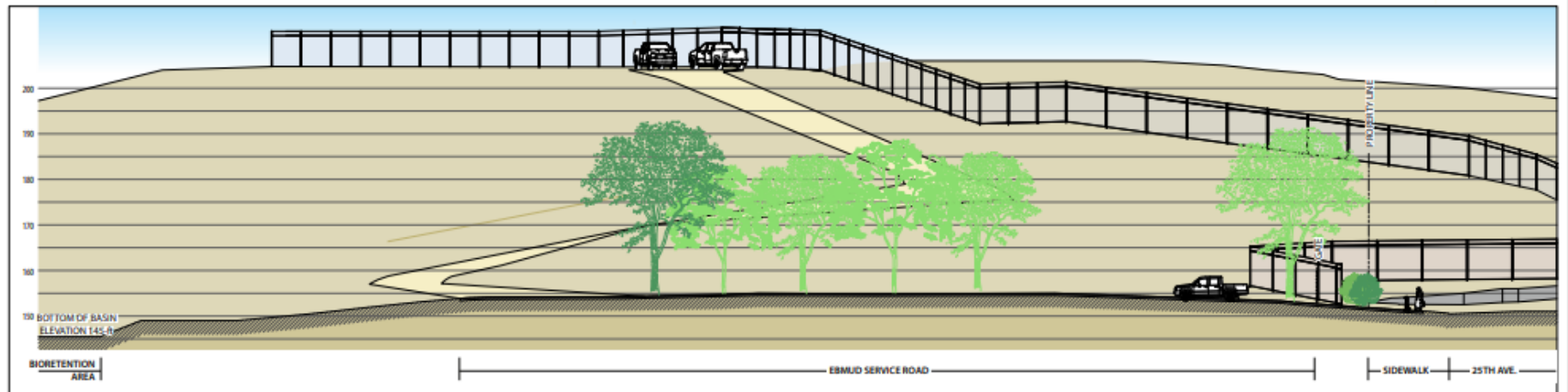
SOURCE: EBMUD, 2018; Dillingham Associates, 2018

EBMUD Central Reservoir Replacement Project

Figure 3 - Cross-Sections of Site Plan Adjacent to Redwood Day School



Section C - 25th Avenue & East 29th Street



Section D - South Entrance at 25th Avenue & East 29th Street

SOURCE: EBMUD, 2018; Dillingham Associates, 2018

EBMUD Central Reservoir Replacement Project

Figure 4 - Cross-Sections of Site Plan at 25th Avenue and East 29th Street

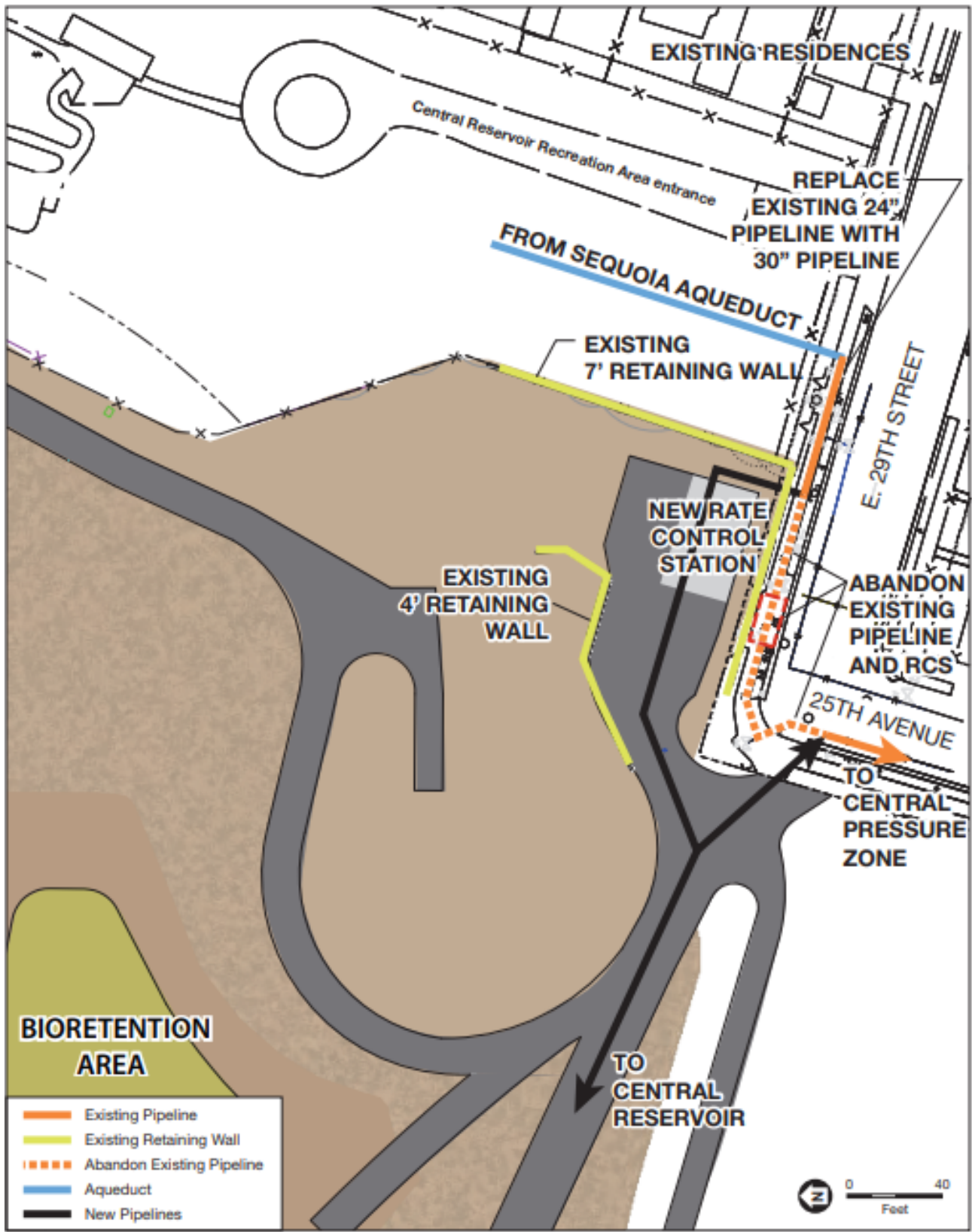
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SOURCE: ESRI Imagery, 2018; ESA, 2018

EBMUD Central Reservoir Replacement Project

Figure 5 – Existing Central Reservoir Site



SOURCE: EBMUD, 2018; ESA, 2020

EBMUD Central Reservoir Replacement Project

Figure 6 – Central RCS Replacement

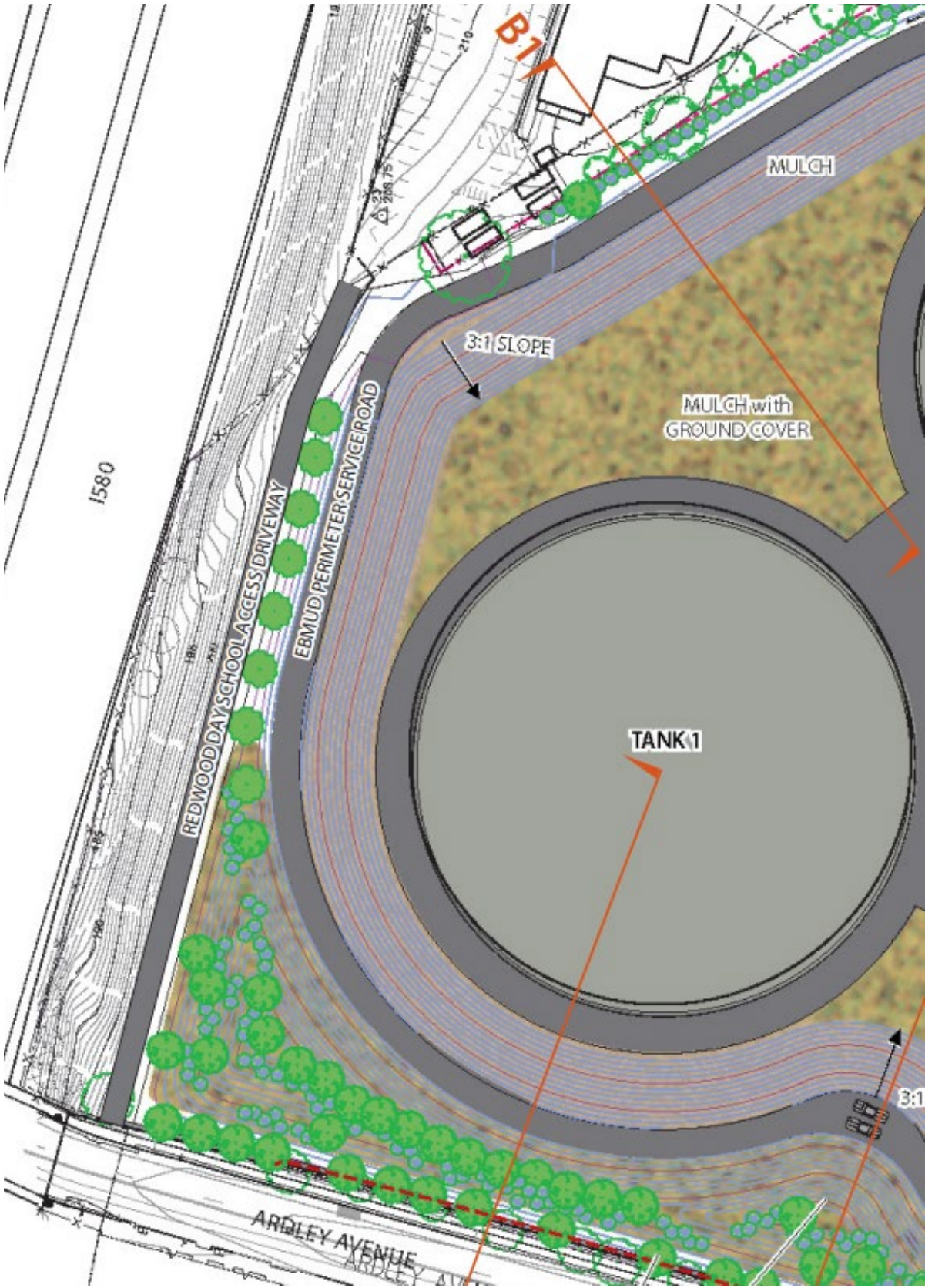
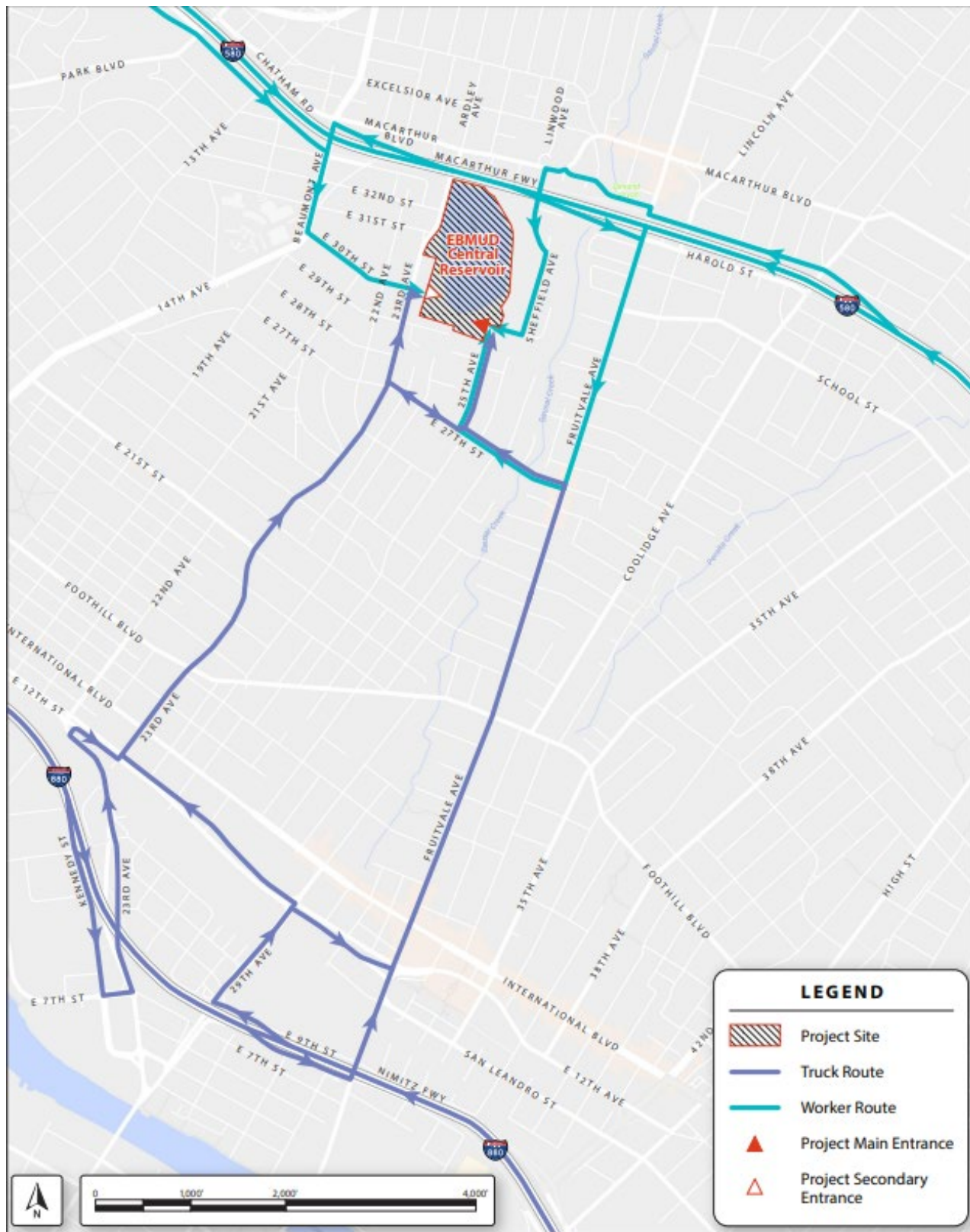


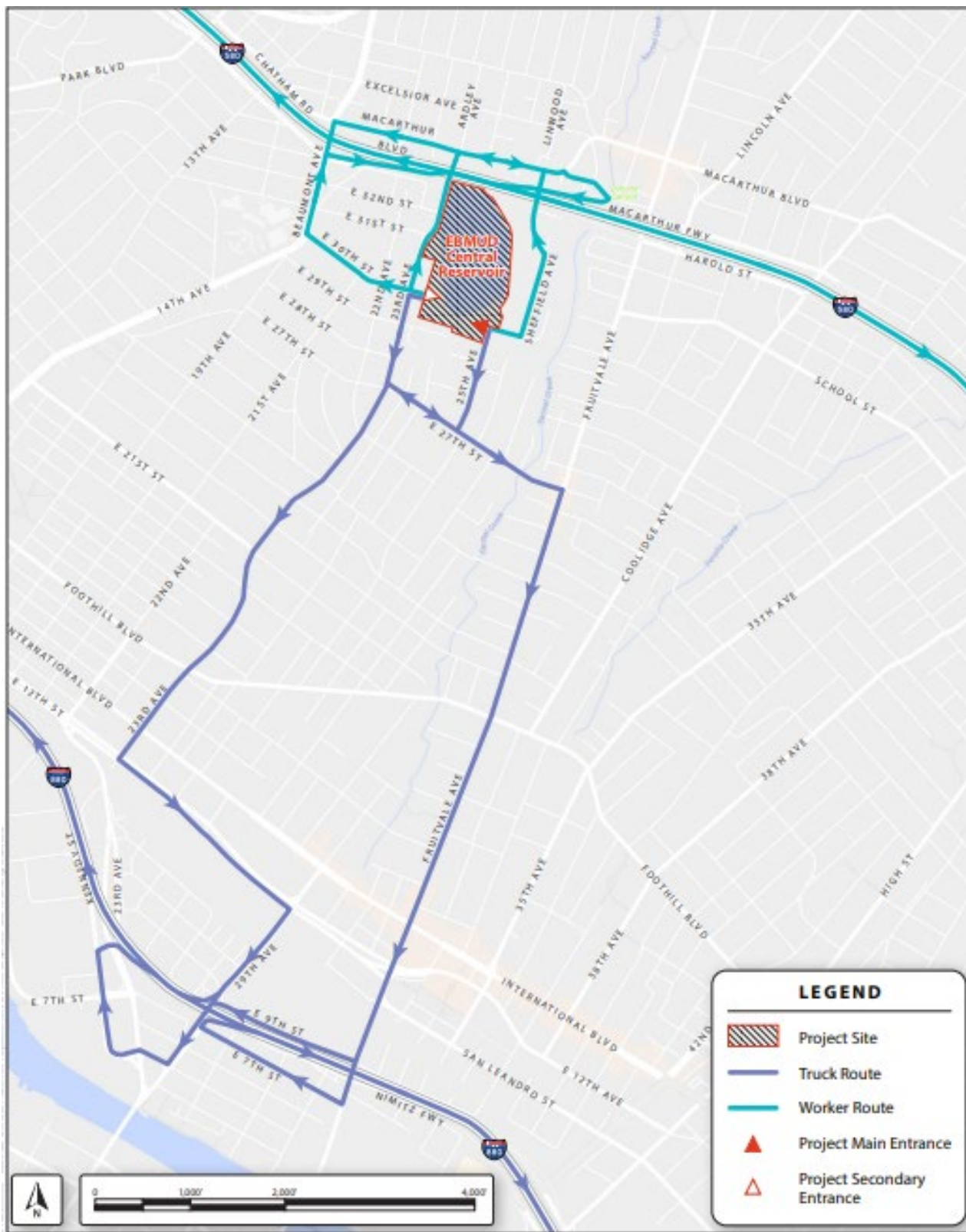
Figure 7 - Redwood Day School Access Driveway



SOURCE: CHS Consulting Group, 2018

EBMUD Central Reservoir Replacement Project

Figure 8 - Inbound Truck and Worker Access



SOURCE: CHS Consulting Group, 2018

EBMUD Central Reservoir Replacement Project

Figure 9 - Outbound Truck and Worker Access

C. OVERVIEW OF TASKS

This section provides a summary of main tasks and deliverables. Details are included in Section E - Scope of Work.

Contract #1: Detailed Design

Develop Technical Memoranda: Review existing reports, memoranda, drawings, and other background documents, and provide the following technical memoranda:

- a. Design Criteria: Develop detailed Design Criteria for the design of the prestressed concrete tanks.
- b. Project Delivery Evaluation and Recommendation: Evaluate and propose project sequencing and construction alternatives that conform to the overall project schedule and EBMUD EIR documents.
- c. Feasibility Study for Early Construction of Visual Berms and Landscaping Sequencing: Conduct a feasibility study to assess the potential for constructing the visual berms and landscaping intended to screen the tanks at an early stage during the construction phase of the Project.
- d. Transite Roof Removal Feasibility Assessment: Conduct a feasibility assessment to determine viable options regarding the removal of Central Reservoir's asbestos-containing transite roof. Select the most effective method for controlling and containing asbestos. If the feasibility study indicates a need, proceed with a pilot study to confirm the practical implementation of the selected removal approach.
- e. Mitigation Measures: Using the MMRP and EBMUD's Practices and Procedures Monitoring and Reporting Program (PPMRP) from the EIR, compile and outline the details and responsibilities associated with the incorporation of these measures.
- f. Demolition of Existing Reservoir: Develop health and safety requirements for demolition work. Identify materials in good condition that may be re-used and stockpiled. Determine the number of haul trucks anticipated for the demolition, estimate the schedule and noise levels for the demolition, and address any other demolition-related details.
- g. Conceptual Substructure Design: Evaluate the proposed substructure design alternatives and the conclusions from the existing reports and memoranda provided by EBMUD and detail out the conceptual elements of the substructure design. EBMUD anticipates that CDSM foundation soil improvement will be required to meet the performance design criteria.
- h. Site Plan: Develop the final site plan required to meet performance objectives of the tanks while minimizing the amount of soil required for import or export to conform to the site balance requirements stated in the EBMUD documents. Develop recommendations for earthwork and other considerations for the site plan including grading, paving, drainage, bioretention basin, access, security, and anything else

- deemed relevant for the site plan. Provide a 3D digital elevation model and detailed calculations.
- i. Pavement Condition Index (PCI) Study on Designated Haul Routes: Develop a detailed plan and traffic study designed to ascertain the baseline rate of deterioration along designated haul routes for the Project. Utilize findings and provide technical assistance and support to EBMUD in negotiating an encroachment permit with the City of Oakland.
 - j. Detailed Substructure Design: Perform engineering analyses for the proposed substructure, anticipated to be CDSM, ensuring that it meets performance design criteria, and demonstrate that the proposed tanks will remain operational over their average useful life.
 - k. RDS Driveway Construction: Provide the optimal timeline for the RDS driveway construction, as required in the Project's documents.
 - l. Bench-scale Laboratory Testing of Lime/Cement-treated Soil: Perform bench-scale laboratory testing on an adequate number of soil samples that will form the basis of the new raised fill-pad. Provide compaction curves of the treated soil and/or recommend alternative methods for ascertaining quality control/quality assurance during construction.
 - m. Bench-scale Laboratory Testing of CDSM Design: Perform bench-scale laboratory testing on an adequate number of representative soil samples that will undergo CDSM treatment. Recommend the optimal cement treatment mix design that minimizes truck loads while meeting the design criteria.
 - n. Post-construction Tank Inspection, Maintenance, and Repairs: Develop post-construction inspection procedures.
 - o. On-site Soil Sampling and Testing of Hazardous Materials: Develop approach and recommendations for on-site soil sampling and testing of hazardous materials that align with the requirements stated in EBMUD documents. Develop comprehensive protocols for on-site soil sampling and testing of hazardous materials to be executed at different project phases.
 - p. Contractor Prequalification: Conduct an in-depth review of the existing prequalification templates and customize the templates to align with the Project requirements. Recommend qualification criteria for the prequalification of the prime contractor. Provide active assistance in prequalification meetings with interested contractors and subcontractors. Integrate prequalification assessments in the Project's design.
 - q. Concrete Mixture Design: Develop concrete mixture designs to be used on the reservoir structure. Make a reasonable effort to consider low-carbon concrete.

Develop 10%, 30%, 50%, 90% and Final Deliverables: Prepare drawings, specifications, cost estimates, and construction schedules for one or two sets of contract documents, depending on the selected Project delivery alternative for construction of the Project derived from the "Project delivery evaluation and recommendation" technical memorandum. Refer to Section E for a detailed summary of EBMUD standards and deliverables at each milestone.

Optional Tasks: Develop project-specific technical specifications that are not included in EBMUD's Master Specifications database, and/or review and enhance the current technical master specifications in place to ensure they align with the Project requirements and industry standards. Provide test outage support and perform seismic performance evaluation.

Contract #2: Engineering Services During Construction (ESDC) (future, not included in this RFP)

Provide ESDC including review of shop drawings and submittals, assist with review of construction change orders and claims, review Requests for Information (RFIs) and design change requests, attend weekly construction meetings, coordinate PG&E application process, provide Arc Flash study and labels, and assist with developing as-built record drawings. See Section E.

D. PROPOSER MINIMUM QUALIFICATIONS

The Proposer may utilize subconsultants and form a multidisciplinary team to meet the following minimum qualifications:

- a. Shall have designed a minimum of five (5) circumferentially prestressed AWWA D110 Type 1 potable water storage tanks within the last twenty (20) years. Two (2) out of the five (5) tanks designed shall have a capacity greater than or equal to 5 MG each with an Ss value of 1.5g or greater. Other AWWA D110 type tanks shall not be considered as acceptable experience.
- b. Shall have designed cement/lime treatment of soils for large earthwork and grading projects and ground improvement using CDSM (or equivalent) on projects of similar scale where the project objectives have been to control total and differential settlement. Two (2) projects should have been completed within the last ten (10) years.
- c. Shall possess a robust technical background and expertise in asbestos mitigation specifically tailored for large construction projects. Emphasis should be placed not only on field experience in asbestos abatement but also on the ability to analyze, interpret, and draw conclusions from existing asbestos air and soil monitoring data. The key team engaged in the Project shall have a proven track record of presenting to a diverse audience, including both technical and non-technical stakeholders. This requirement is essential to address a wide-ranging audience in public meetings before the commencement of construction.
- d. Shall have designed at least two (2) water distribution reservoirs and/or wastewater facilities and/or industrial facilities using Building Information Modeling (BIM) software.
- e. Shall have successfully implemented risk management and mitigation strategies in a minimum of two (2) projects of comparable scale and complexity within the last ten (10) years.
- f. Shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

E. SCOPE OF WORK

Common Standards for Deliverables: If any of the deliverables provided by the Consultant are found to be unsatisfactory or do not meet the specified criteria, the Consultant shall be responsible for promptly, as determined by EBMUD, rectifying the issues at its own expense and resubmitting the revised deliverables to EBMUD for approval.

0.1 Drawings

Drawings will be prepared in Autodesk Revit and AutoCAD suites using EBMUD standard templates, where currently available. The Consultant will be responsible for conversion of EBMUD drawings in MicroStation to AutoCAD and for ensuring its accuracy. All new drawing numbers and Piping and Instrumentation Diagrams (P&ID) device tagging will follow EBMUD's Engineering Standard Practices. Project drawings will be stored on a BIM collaboration platform server, as described in Task 2.

0.2 3D Models

3D and 2D design deliverables shall use the following 3D BIM platforms as appropriate for each specified platform. CAD/BIM standards and templates shall be provided by the Consultant.

- a. Process Mechanical – Revit 2023
- b. Structural – Revit 2023
- c. Architectural – Revit 2023
- d. Civil paving, grading, and drainage – Civil 3D 2023
- e. Civil Yard Piping/Trenches – Civil 3D 2023
- f. Electrical general sheets – AutoCAD 2023
- g. Electrical power, control, and lighting plans – Revit 2023
- h. Electrical single line diagrams and conduit schedules – AutoCAD 2023
- i. P&IDs – AutoCAD Plant 3D 2023
- j. Design review and clash detection – Navisworks Manage 2023
- k. The 3D models shall be delivered as Revit (.rvt) or AutoCAD (.dwg) models

Design documents shall be delivered as 2D AutoCAD and PDF exports. All associated native files shall also be provided.

0.3 Design Reviews

Design reviews for drawings shall be conducted via a Bluebeam Studio session. EBMUD reviewer comments will be submitted in Bluebeam, via email, and in Excel spreadsheet format. The Consultant shall create a final compilation of EBMUD comments and Consultant responses in Excel spreadsheet format. PDFs of draft and final design review documents shall be stored on the BIM collaboration platform server.

Comments provided by EBMUD shall not be considered resolved until EBMUD confirms that the resolution has been fully incorporated into the contract documents. Any unresolved comments from review sets shall be explicitly addressed as a separate deliverable in the next

review submission. Responses indicating that the comment has been incorporated will be rejected by EBMUD. Instead, each comment resolution shall clearly specify what changes have been made to address the comments. A high level of specificity is needed to streamline the review process and ensure that all feedback has been comprehensively addressed.

For review meetings that use 3D model presentations and live model walk-throughs, the Consultant shall record verbal and written comments and incorporate them into the review documents.

0.4 Written Reports and Memoranda

For each report, assume two draft versions and one final version, with a minimum 4-week duration for EBMUD comments on the first draft and a minimum 2-week duration for EBMUD comments on the second draft. Reviews shall be conducted using both Bluebeam Studio and Microsoft Word. Final reports shall be submitted in Microsoft Word, latest version, and in Adobe Acrobat formats.

0.5 Specifications

EBMUD will upload current Master Specifications to the Project folder. EBMUD uses Construction Specifications Institute (CSI) MasterFormat 2004. All specifications will be in this format. The final specifications will be submitted in both Microsoft Word and Adobe Acrobat formats.

EBMUD's Master Specifications will be submitted to the Consultant in Microsoft Word format to use as the base specifications for preparing the Project's specifications. The Consultant shall refer to the "Instructions for the Preparation of Specifications by a Consultant" (included in Exhibit E) for specification preparation.

Contract #1, Task 1 – Project Management

The Consultant will provide a sufficient and well-organized project administration team to manage the Project throughout the entire period of the Contract consistent with the principles of the Project Management Institute.

Task 1.1 – Project Management Plan and Quality Management Plan

The Consultant will develop and implement a Project Management Plan (PMP) detailing the manner in which the Project will be planned, managed, and executed. The PMP will be updated as necessary to reflect changes in the Project, and all revisions must be submitted to EBMUD for review and comment. As a minimum, the PMP will be reviewed and updated at the initiation of a new phase of Project delivery. EBMUD will review and approve the PMP.

The Consultant will develop a Quality Management Plan (QMP) for internal use, detailing the manner in which quality will be managed for the Project. The QMP will identify the approach to reviewing deliverables. EBMUD will review and approve the QMP.

Task 1.2 – Project Kick-off Meeting

Upon completion of the PMP, the Consultant will facilitate a meeting with EBMUD to review the PMP including discussion of the Project's planned roles and responsibilities, scope, schedule, budget, controls processes, deliverables, and workshops. The purpose of the meeting is to create alignment among the key Project stakeholders on the Project delivery plan, goals, objectives, expectations of all stakeholders, and measurements of success.

Task 1.3 – Progress Reports and Meetings

The Consultant will conduct weekly progress meetings and major milestone meetings with EBMUD staff. Meetings will include a review of progress; discussion of items requiring feedback; list of outstanding issues requiring resolution; status of scope, schedule, and budget; and review of risks. Meetings will be managed by the Consultant. The Consultant will prepare meeting agendas and minutes and distribute them to EBMUD for review and approval.

The Consultant will prepare and submit monthly progress reports. The monthly reports will be clear and concise to facilitate quick understanding of key Project achievements, statuses, and critical issues. The monthly progress reports will include:

1. An assessment of actual versus planned progress in completing the scope of services, including a description of the tasks and deliverables completed to date.
2. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.
3. For each task, the percentage of the fees incurred for such task compared to the dollar amount allocated to such task.
4. A cost-loaded look-ahead schedule listing deliverables, activities planned for the next month, and the estimated cost associated with completing each activity.

5. A summary of proposed changes to the Scope of Services including justifications for such changes.
6. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the Agreement duration which require resolution by EBMUD and/or the Consultant.

Task 1.4 – Monthly Invoices

The Consultant will follow the instructions provided in Exhibit C. In addition, the Consultant will meet the following requirements:

1. The invoice date shall match the date the invoice is submitted to EBMUD.
2. All invoices submitted shall prominently display, on the first page, the names of all individuals charged to the Project and the number of hours billed by individual staff per task.
3. Approval of invoices shall be contingent on aforementioned written approval from EBMUD's project manager with regards to the adequacy of the deliverables vis-a-vis the expected level of detail and completeness.

Task 1.6 – Web-based Project Management System

The Consultant will establish and maintain a web-based project management and communications system to include such things as: Project updates and executive status reports, notices, Project information exchange, scheduling, and correspondence inventory and retrieval system.

The folder will be read/write accessible by EBMUD stakeholders, reviewers, and design staff for the duration of the Project. At a minimum, the platform folder will contain the following sub-folders:

1. Meetings and Presentations
2. Deliverables (e.g., Technical Memoranda)
3. Models
4. Drawings
5. Calculations
6. Specifications
7. Geotech
8. Survey
9. Equipment Info
10. Construction Schedule
11. Cost Estimate
12. Process Control Descriptions
13. Traffic Control
14. Drafting Table

Task 1.5 – Deliverables

The Consultant will provide the following deliverables:

1. PMP
2. Web-based Project Management System
3. QMP
4. Meeting Agendas and Minutes – The Consultant will provide the agenda for all the meetings at least two (2) business days prior to the meetings and the meeting minutes within three (3) business days after the meetings. The minutes will focus on decisions made and open action items.
5. Monthly progress reports
6. Monthly invoices
7. BIM Execution Plan

Contract #1, Task 2 – Document Review and Field Verification

Task 2.1 – Document Review

The Consultant will review all reports, memoranda, drawings, and other background documents for Central Reservoir provided by EBMUD. The Consultant is responsible for tracking and managing information shared by EBMUD to minimize redundant requests.

Task 2.2 – Site Investigation and Field Verification

As needed, the Consultant shall perform additional site investigation and field verification necessary to complete Tasks 3, 4, and 5.

The Consultant is responsible for verifying all aspects of the design through field verification and cannot rely on EBMUD drawings for accuracy.

Contract #1, Task 3 – Technical Memoranda

The Consultant will develop the following Technical Memoranda prior to the 10%, 30%, 50%, or 90% deliverables as specified below. For each study, the Consultant will develop a draft outline and draft technical memorandum, facilitate an EBMUD workshop, and finalize the technical memorandum based on EBMUD feedback and comments.

For each report, assume two draft versions and one final version, with a minimum 4-week duration for EBMUD comments on the first draft and a minimum 2-week duration for EBMUD comments on the second draft. Multiple memoranda can be submitted for EBMUD review concurrently. Reviews shall be conducted using Bluebeam Studio Sessions and Microsoft Word. Final reports shall be submitted in Microsoft Word and Adobe Acrobat format.

Task 3.1 – Design Criteria (prior to 10%)

Develop detailed design criteria for the design of the prestressed concrete tanks, including allowable settlement, structural design loads, seismic design criteria and performance (sloshing and freeboard, allowable deformations), corrosion criteria, and other factors deemed pertinent to the long-term operation and maintenance of the tanks.

- a) Incorporate the design criteria into the Project's design.

Deliverables: Two draft and one final Design Criteria Technical Memoranda

Task 3.2 – Project Delivery Evaluation and Recommendation (prior to 10%)

- a) Review existing reports, memoranda, drawings, and other background documents provided to the Consultant by EBMUD, and evaluate the two alternatives described below, currently being considered by EBMUD for Project sequencing and construction.

A key consideration for the Consultant will be to determine when and how additional geotechnical subsurface investigations can be performed, in particular, for verifying design assumptions and subsurface conditions and for obtaining representative

subsurface samples for bench-scale laboratory testing on lime/cement/fly ash stabilization and substructure (e.g., CDSM cement) treatment factors.

The two alternatives are as follows:

i. Alternative 1: This alternative will require preparation of two separate sets of bid documents and construction contracts resulting in a phased approach as follows:

1. Phase 1 includes preparation of a demolition bid set and issuance of the first construction contract for the demolition of the existing reservoir coinciding with an approved outage period for Central Reservoir.

This phase includes completing a detailed geotechnical subsurface investigation within and around the reservoir, either:

- At the start of the outage and prior to demolition, or
- Concurrent with demolition, or
- After completion of the demolition work.

This phase also includes identifying opportunities for accelerating collection of subsurface data to meet the overall Project schedule.

2. Phase 2 includes the completion of the final bid package documents for the Project and issuance of a second contract for the construction of the three 14-MG prestressed concrete tanks, the substructure (earthwork, site grading, soil treatment, and ground improvement), and related work (paving, drainage, detention basins, planting/vegetation, etc.) as described in the EIR and Value Engineering documents.

The Design efforts for Phase 1 and Phase 2 will be allowed to proceed concurrently. Phase 2 bid documents would be placed on hold at or near 50% design-level until completion in Phase 1 of the additional geotechnical subsurface investigations required to finalize the design.

ii. Alternative 2: This alternative requires one set of bid documents and a single construction contract. Under this alternative, the Consultant shall proceed with preparing a single bid package that encompasses both demolition and all elements of construction of the new tanks, which would be awarded to one prime contractor. The construction documents would be at least a 90% design-level with the understanding that minor adjustments to the final substructure design may be required pending the results of any additional geotechnical subsurface investigations. As with Alternative 1, the geotechnical subsurface investigations could occur at the start of the outage and prior to demolition, concurrent with demolition, or after completion of the demolition. The Consultant shall finalize the design prior to contractor mobilization for construction efforts. Including construction contract addendum/addenda and/or

allowance and/or issuance of a change order may be required in the event the final design documents differ from the 90% design documents.

The cost for each construction contract is a decisive factor in selecting the preferred alternative. The evaluation should consider the costs associated with construction of both Alternative 1 and Alternative 2, including the costs associated with geotechnical subsurface investigation, demolition, and construction of new tanks.

- b) Propose additional alternatives that conform to the overall project schedule and EBMUD documents and minimize the outage duration (from demolition until at least one of the new tanks is placed in service), while improving the overall design and construction-phase workflow.
- c) Organize and lead one 4-hour Project Delivery Workshop with EBMUD stakeholders to present and discuss the alternatives evaluation including advantages, disadvantages, costs, and risks associated with each project delivery alternative, and the recommended project delivery alternative.
- d) Adopt the final Project delivery alternative as the basis for the Project's design and develop the subsequent and relevant tasks.

Deliverables: Two draft and one final Project Delivery Evaluation and Recommendation Technical Memoranda

Task 3.3 – Feasibility Study for Early Construction of Visual Berms and Landscaping Sequencing (prior to 10%)

- a) Conduct a feasibility study to assess the potential sequencing for constructing the visual berms and landscaping intended to screen the tanks at an early stage during the construction phase of the Project. This may include considerations such as timing in relation to Task 3.2. Complete study to provide detailed insights, recommendations, and potential strategies for executing this aspect of the Project efficiently and effectively.
- b) Organize and lead one 2-hour Visual Berms and Landscaping Sequencing Workshop with EBMUD stakeholders to present and discuss the recommendations.
- c) Integrate findings into the Project's design.

Deliverables: Two draft and one final Feasibility Study for Early Construction of Visual Berms and Landscaping Sequencing Technical Memoranda

Task 3.4 – Transite Roof Removal Feasibility Assessment (prior to 10%)

The approach and recommendations should align with the requirements stated in EBMUD documents.

- a) Review existing reports, memoranda, drawings, and other background documents provided by EBMUD, and conduct a Feasibility Assessment to determine viable options regarding the removal of Central Reservoir's asbestos-containing transite roof.

- b) Select the most effective method for controlling and containing asbestos, taking into account the current condition of the transite roof panels and understanding the encapsulation method used.
- c) If the feasibility study indicates a need, proceed with a pilot study to confirm the practical implementation of the selected removal approach which may involve removing a small test section of the roof under full containment and negative air filtration.
- d) The Feasibility Assessment should include requirements for hazardous materials removal, transportation and disposal, air monitoring, soil sampling, and hazardous materials oversight over the contractor that are consistent with the 2021 memorandum Central Reservoir Replacement Project Asbestos Hazard Control Specification Review and Section 8.1.1 of the Final EIR Volume III.
- e) Organize and lead one 2-hour Transite Roof Removal Workshop with EBMUD stakeholders to present and discuss the recommendations.
- f) Integrate the final approach into the Project's design.

More specific information including factors to be addressed in the Feasibility Assessment and the scope of the pilot study are described in the 2021 memorandum Central Reservoir Replacement Project Asbestos Hazard Control Specification Review and Section 8.1 .1 (Hazardous Material Removal Procedures) of the Final EIR Volume III.

Deliverables: Two draft and one final Transite Roof Removal Feasibility Assessment Technical Memoranda

Task 3.5 – Mitigation Measures (prior to 10%)

- a) Review existing reports, memoranda, drawings, and other background documents provided by EBMUD. Using the MMRP and EBMUD's Practices and Procedures Monitoring and Reporting Program (PPMRP) from the EIR, compile and outline the details and responsibilities associated with the incorporation of these measures. There may be some overlap with Tasks 3.4 and Task 3.6.
- b) Organize and lead one 2-hour EIR Mitigation Workshop with EBMUD stakeholders to present and discuss your findings.
- c) Integrate findings into the Project's design.

Deliverables: Two draft and one final Mitigation Measures Technical Memoranda

Task 3.6 – Demolition of Existing Reservoir (prior to 10%)

The approach and recommendations should align with the requirements stated in EBMUD documents.

- a) Review existing reports, memoranda, drawings, and other background documents provided by EBMUD, and develop health and safety requirements for demolition work. This includes handling and disposal procedures for liners, parapet wall, interior columns,

and existing pavement. Identify materials in good condition that may be re-used and stockpiled. Determine the number of haul trucks anticipated for the demolition, estimate the schedule and noise levels for demolition, and address any other demolition-related details.

Deliverables: Two draft and one final Demolition of Existing Reservoir Technical Memoranda

Task 3.7 – Conceptual Substructure Design (prior to 10%)

- a) Review existing preliminary design data and evaluate the proposed substructure design alternatives and the conclusions from the existing reports and memoranda provided by EBMUD.
- b) Detail out the conceptual elements of the substructure design which should include, but not be limited to, elements such as the fill-pad details, CDSM or other soil-treatment extents, working platform elevation and temporary cut-slope extents, foundation for the tanks, and identifying areas to receive ground improvement. Lay out the proposed approach and methodology for the detailed substructure design that will be carried out under Task 3.8.
- c) Organize and lead one 2-hour Substructure Concept Workshop with EBMUD stakeholders to present and discuss the substructure recommendations.

Deliverables: Two draft and one final Conceptual Substructure Design Technical Memoranda

Task 3.8 – Site Plan (prior to 10%)

- a) Review existing reports, memoranda, drawings, and other background documents provided by EBMUD. The conceptual plans for the new fill-pad may require adjustments to the setback at the top of the slope, adjusting the fill slope inclination, adjustment to the extent of the excavated fill-pad area, or other refinements to finalize the design.
- b) Develop the final site plan required to meet performance objectives of the tanks while minimizing the amount of soil required for import or export to conform to the site balance requirements stated in EBMUD documents.
- c) Develop recommendations (e.g., compaction requirements, scarification, stockpiling locations, soil treatment areas, earthwork equipment) for earthwork and other considerations for the site plan including grading, drainage, bioretention basin, access, security, and anything else deemed relevant for the site plan.
- d) Provide a 3D digital elevation model of the final site grading.
- e) Provide detailed calculations showing the balance between cut and fill for the recommended site grading and the required truck trips (if any) for import and export.

Deliverables: Two draft and one final Site Plan Technical Memoranda

Task 3.9 – PCI Study on Designated Haul Routes (prior to 10%)

- a) Perform a traffic study designed to ascertain the baseline rate of deterioration along designated haul routes for the Project. The study should span a period of several years, incorporating multiple readings at strategic intervals along designated haul routes based on a PCI or other nondestructive pavement deflection testing methodology, such as Dynaflect, deemed best suited to determine the baseline rate of pavement deterioration prior to start of construction. The objective of this task is to collect data and create a robust methodology that accurately captures the typical annual rate of degradation of the pavement over time. The Consultant’s approach should address various factors influencing pavement deterioration and present a clear framework for monitoring and analysis. The goal of this study and data collection effort is to help protect EBMUD when negotiating encroachment permit conditions and pavement restoration requirements for the designated haul routes.
- b) Utilize findings and provide technical assistance and support to EBMUD in negotiating an encroachment permit with the City of Oakland including attending EBMUD meetings with the City of Oakland, defining work restrictions including work hours and requirements for pavement restoration prior to construction, and negotiating an agreement for the construction of haul routes.

Deliverables: Two draft and one final PCI Study on Designated Haul Routes Technical Memoranda

Task 3.10 – Detailed Substructure Design (prior to 30%)

Perform engineering analyses for the proposed substructure ensuring that it meets performance design criteria and demonstrate that the proposed tanks will remain operational over their average useful life per EBMUD Engineering Standard Practice (ESP) 462.1. Analyses may include optimizing the spatial extent, treatment depth(s), and replacement ratio of CDSM or other ground improvement; differential and total settlement underlying the tanks, including effects of secondary compression, if required; and seismic performance of the substructure. Develop detailed construction sequencing for completion of the substructure, and recommendations for test section(s) or trial treatment(s) for construction documents.

- a) Organize and lead one 2-hour Substructure Design Workshop with EBMUD stakeholders to present findings.
- b) Document the detailed substructure design and analyses and Integrate findings into the Project’s design.

Deliverables: Two draft and one final Detailed Substructure Design Technical Memoranda

Task 3.11 – RDS Driveway Construction (prior to 30%)

As part of the Project, EBMUD identified a design option to potentially lease a strip of property and authorize RDS to construct a private driveway along the north end of the Central Reservoir property.

- a) Review existing reports, memoranda, drawings, and other background documents provided by EBMUD and provide the optimal timeline for the driveway construction, as required in the Project's documents. Evaluate feasibility of allowing RDS to construct the driveway before the Project construction is complete.
- b) Integrate findings into the Project's design.

Deliverables: Two draft and one final RDS Driveway Construction Technical Memoranda

Task 3.12 – Bench-scale Laboratory Testing of Lime/Cement-treated Soil (prior to 50%)

- a) Perform bench-scale laboratory testing on an adequate number of soil samples that will form the basis of the new raised fill-pad. The optimal percentage of quicklime, lime-kiln dust, cement, and/or other admixtures (e.g., rice husk ash, fly ash) needed to treat the on-site soils into a competent compacted material should be evaluated and tested in a geotechnical laboratory to confirm design assumptions and soil parameters. Consider a range and variety of mixtures percentages and blends with the goal of finding the most cost-effective stabilization mix design required to meet performance goals.
- b) Provide compaction curves of the treated soil and/or recommend alternate methods for ascertaining quality control/quality assurance during construction.

Deliverables: Two draft and one final Bench-scale Laboratory Testing of Lime/Cement-treated Soil Technical Memoranda

Task 3.13 – Bench-scale Laboratory Testing of CDSM Design (prior to 50%)

- a) Perform bench-scale laboratory testing on an adequate number of representative soil samples that will undergo CDSM treatment. The laboratory testing should evaluate the shear strength (triaxial compression mode of loading) and elastic modulus of CDSM-treated soil under 7-, 14-, 28-, 56-, and 112-day curing periods with varying cement and water-to-cement treatment factors.
- b) Recommend the optimal cement treatment mix design that minimizes truck loads while meeting the design criteria.

Deliverables: Two draft and one final Bench-scale Laboratory Testing of CDSM Design Technical Memoranda

Task 3.14 – Post-construction Tank Inspection, Maintenance, and Repairs (prior to 90%)

- a) Develop post-construction inspection procedures such as recommended frequency of inspections, types of defects to inspect for, roof and interior access for inspection, safety recommendations during inspection, and other inspection methodology recommendations; routine maintenance recommendations such as any roof or interior coating; and standard repair plan details and recommendations for repairing roofs, columns, concrete, pipeline connections, or other issues that could arise in the future.

Deliverables: Two draft and one final Post-construction Tank Inspection, Maintenance, and Repairs Technical Memoranda

Task 3.15 – On-site Soil Sampling and Testing of Hazardous Materials (prior to 90%)

Develop approach and recommendations for on-site soil sampling and testing of hazardous materials that align with the requirements stated in EBMUD documents. Develop comprehensive protocols for on-site soil sampling and testing of hazardous materials to be executed at two crucial project phases:

- i. Initial Verification Phase:
 1. Document methodologies and procedures for the first round of soil sampling and testing to ensure the soil is clean before the initiation of any demolition and construction activities.
 2. Specify criteria and standards for cleanliness verification.
- ii. Secondary Verification Phase:
 1. Outline protocols for the second round of soil sampling and testing after the completion of hazardous material abatement measures.
 2. Detail criteria and standards ensuring that the soil meets cleanliness requirements before the commencement of earthwork activities.
- iii. Contingency Plan Documentation:
 1. Develop a contingency plan specifying procedures for the removal, off-hauling, and disposal of contaminated soil if hazardous material concentrations exceed regulatory thresholds. All procedures must align with federal, state, and local laws and regulations governing soil disposal.

The results of some previous soil sampling and removal are summarized in the Central Reservoir Replacement Asbestos Project Summary included in Exhibit E.

Deliverables: Two draft and one final On-site Soil Sampling and Testing of Hazardous Materials Technical Memoranda

Task 3.16 – Contractor Prequalification (prior to 90%)

- a) Conduct an in-depth review of the existing pre-qualification templates and customize the templates to align with the Project requirements. Recommend qualification criteria for the prequalification of the prime contractor and the specialty drilling and specialty concrete contractors.
- b) Provide active assistance in prequalification meetings with interested contractors and subcontractors. Ensure effective communication of prequalification criteria and requirements and collaborate with EBMUD stakeholders to address inquiries and streamline the prequalification process.
- c) Integrate prequalification assessments in the Project’s design.

Deliverables: Two draft and one final Contractor Prequalification Technical Memoranda

Task 3.17 – Concrete Mixture Design (prior to 90%)

- a) Develop concrete mixture designs to be used on the reservoir structure. The concrete mixture shall comply with ACI 350-20, Chapter 4. At minimum, the exposure category shall be considered as EC2, and ECA1. Confirm these and all other Exposure Categories and concrete mixture requirements.
- b) Make a reasonable effort to consider low-carbon concrete, which may include the use of pozzolans or limestone cement so long as there is no compromise to the durability of the mixture. With the exception of shotcrete, the weight of fine aggregates should not exceed 42%, and the aggregate gradation should approximate the 0.45 power curve as described in ACI 211. The concrete mixture design for floor and roof slabs shall be designed to limit shrinkage. The concrete mixture design used for prestressed walls shall facilitate the proper placement of concrete in vertical formwork.
- c) Organize and lead one 1-hour Concrete Mixture Design Workshop with EBMUD stakeholders to present and discuss findings.

Deliverables: Two draft and one final Concrete Mixture Design Technical Memoranda

Contract #1, Task 4 – 10% Design

The Consultant shall complete the following 10% deliverables for the Project:

Task 4.1 – 10% Stakeholder Meeting

Lead and conduct a 10% meeting with EBMUD stakeholders that covers the information listed below. The presentation materials shall be made available to EBMUD a minimum of 2 workdays prior to the stakeholder meeting.

- 1. Project objectives and description
- 2. Detailed scope of work
- 3. Design and construction considerations, including facility outage requirements and portable pump needs

4. Design criteria
5. Regulatory requirements (e.g., air quality, waste discharge, sludge disposal) as applicable
6. Required permits, easements, or utility coordination
7. Summary of existing geotechnical information
8. Major equipment selection
 - a. Alternatives identified and evaluated
 - b. Analysis of prepurchase option
9. Preliminary process control system strategies, alarms, etc. (electrical and instrumentation), unless explicitly specified on the P&ID
10. Preliminary cost estimate
11. Preliminary construction schedule, including discussion of project sequencing, critical path activities, and long-lead procurements.

Task 4.2 – 10% Drawing Package

Prepare a 10% drawing set that contains the information listed below. The drawings shall be distributed to EBMUD stakeholders for comments.

1. Site plan layout with considerations for site drainage, grading, access, security, visual screenings
2. Equipment layout showing:
 - a. Pumps
 - b. Pipes
 - c. Large valves
 - d. Major process equipment
 - e. Major electrical equipment from electrical one-line
 - f. Major control panels
3. Consideration of construction constraints – existing utilities, site access, shutdowns, etc.
4. Yard piping layout showing:
 - a. Major process lines
 - b. Sewer
 - c. Storm drain
5. Electrical duct bank layout
6. Plan views of tanks and other site structures
7. Tank elevations
8. Electrical one-line diagram
9. Communications strategy
10. P&IDs, which shall include:
 - a. Assigned equipment IDs
 - b. All process piping
 - c. All major process equipment, instrumentation, and devices
 - d. Control panel assignments

e. Signal type and quantity

Task 4.3 – 10% Design Comments and Responses

Compile and respond to EBMUD comments on the 10% Drawing Package. All comments and responses will be tabulated in a report. Upon submission of a compliant drawing package, assume a minimum 4-week duration for EBMUD review and comments.

Task 4.4 – Process Control Narratives

Write narrative descriptions of process system descriptions in technical specification 40 61 96 – Process Control Descriptions. These shall be keyed to associated P&IDs for each new and updated process. The narratives shall reference the equipment IDs from the P&IDs as opposed to relying solely on the descriptive names.

These narratives do not need to detail all interlocks, alarm points, control capabilities, etc. However, the narratives need to be sufficiently detailed to give EBMUD reviewers and stakeholders an overview of the Consultant’s proposed control strategies. At minimum, this should include:

1. Loop Number and Title
2. P&ID Drawing References
3. General Description

Task 4.5 – Construction Schedule

Estimate the length of the construction phase and provide a construction sequencing plan. The plan shall include the overall duration, and a construction schedule by major activity.

Task 4.6 – 10% Cost Estimate

Compute an estimate of probable construction costs. Accuracy of the cost estimate will conform to the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 17R-97 2020 Edition, Class 4. The cost estimate shall consist of unit costs for all major equipment, as well as quantity takeoffs for earthwork, concrete, piping, conduit, wire, and other bulk materials.

Contract #1, Task 5 – 30% Design

The 30% design will build upon EBMUD feedback from the 10% design review. The Consultant is responsible for addressing and tracking responses to comments, incorporating any required scope changes, and further developing the design criteria, drawings, control descriptions, construction schedule, and cost estimate. At conclusion of the 30% design milestone, a Project scope freeze is enacted, and scope additions will require approval by EBMUD’s Design Division Manager. The deliverables for this task are as follows:

Task 5.1 – 30% Stakeholder Meeting

Conduct a 30% meeting with EBMUD stakeholders that covers the same information covered in the 10% Stakeholder Meeting, but with a focus change and refinement since the 10% design.

The presentation materials and agenda shall be made available to EBMUD a minimum of 2 workdays prior to the stakeholder meeting.

Task 5.2 – 30% Drawing Package

Submit a 30% drawing set that contains the same information and components as the 10% design drawing package and captures any scope changes or refinements since the 10% design deliverable. The drawings shall be distributed to EBMUD stakeholders for comments. Upon submission of a compliant drawing package, assume a minimum 4-week duration for EBMUD review and comments.

Task 5.3 – 30% Design Comments and Responses

Compile EBMUD comments on the 30% Design Drawing Package and provide responses. All comments and responses shall be tabulated in a report. Upon submission of a compliant drawing package, assume a minimum 4-week duration for EBMUD review and comments.

Task 5.4 – Process Control Narratives

Update the Process Control Narratives or P&IDs from the 10% Design to include any added scope or refinements to the processes. Similar to the 10% Process Control Narratives, it is not expected that these narratives will detail all interlocks, alarm points, etc., but they should be sufficiently detailed to provide a preliminary overview of the proposed control strategies.

Task 5.5 – Construction Schedule

Develop estimated construction schedule and construction sequencing plan. These include the overall duration and a construction schedule by major activity.

Task 5.6 – 30% Cost Estimate

Compute an estimate of probable construction costs. Accuracy of cost estimate will conform to AACE International Recommended Practice 17R-97, Class 3. The cost estimate shall consist of unit costs for all key equipment, as well as quantity takeoffs for earthwork, concrete, piping, conduit, wire, and other bulk materials.

Contract #1, Task 6 – 50% Design

The Consultant shall complete 50% Design documents of the Project. The design will include drawings and key specifications that represent all of the major Project concepts. The Consultant will provide the necessary review, validation, and vetting of the scope items and concepts identified in the documents provided and the 50% Design documents will reflect final agreements made by all stakeholders for the fundamental design elements. The 50% Design deliverables include the following:

1. Final drawing list and specifications table of contents.
2. Design drawings (nearly complete civil and mechanical drawings; advanced plan and profile, structural, HVAC, electrical, plumbing and fire protection drawings; and completed P&IDs).

3. Draft specifications for major items (e.g., equipment, pipe, and concrete), including item-specific testing and startup requirements that meet EBMUD standards.
4. Final calculations for all equipment and piping.
5. Final electrical calculations.
6. Final process and major equipment calculations.
7. Final draft control narratives or strategies, including controls documentation for design integration and controls schematic of new and existing equipment.
8. Final operational impacts during construction report.
9. AACE class 2 cost estimate and basis of estimate report.
10. Critical path method construction schedule and basis of schedule report.

50% Design Submittal Review Meeting: prepare for and conduct a meeting with EBMUD stakeholders to summarize the main design elements included in the 50% design drawings and specifications being submitted for review and comments.

Contract #1, Task 7 – 90% Design

The 90% Design consists of the Consultant's completed drawings and specifications including resolution and incorporation of all comments submitted during the 50% Design review. The 90% Design is a finished product ready for EBMUD's final review. In general, the 90% Design includes the following:

1. Final draft design drawings (all sheets for all disciplines, ready for submission to EBMUD for review and approval).
2. Final draft specifications for all divisions (ready for submission to EBMUD for review and approval).
3. Final calculations for all Project elements.
4. Final AACE class 1 cost estimate and basis of estimate report.
5. Final path method construction schedule and basis of schedule report.
6. 90% Design Submittal Review Meeting: prepare for and conduct a meeting with EBMUD stakeholder workgroups to summarize the 90% drawings and specifications being submitted for EBMUD's final review and comments.

The 90% Design shall be submitted by the Consultant to the local fire agency or governing agency responsible for reviewing regulatory and hazardous material storage.

Contract #1, Task 8 – 100% Design

The final 100% Design submittal consists of all drawings and specification sections necessary for a complete construction bid package. All EBMUD comments will be addressed in this set and all disagreements and open issues will be resolved prior to submittal. The Consultant shall prepare a final cost estimate for bidding purposes.

Contract #1, Task 9 – Bid and Award Support

The Consultant will support EBMUD in providing information during the bid and award phase and in reviewing the information submitted by bidder(s) to support this phase.

Task 9.1 – Attend Pre-bid Meeting and Walk-through

The Consultant will attend the pre-bid conference and site visit and be available to answer questions as necessary.

Task 9.2 – Addendum Preparation

All technical questions from prospective bidders requiring clarification to the contract will first be responded to by the Consultant, prior to review by EBMUD. Responses will then be issued by EBMUD to all prospective bidders through the EBMUD website and if needed by addendum/addenda.

Task 9.3 – Bid Evaluation

Upon opening of the bids, the Consultant will assist EBMUD in evaluating the bids to determine if they are reasonable and suitable for award.

Task 9.4 – Evaluation of Contractor Substitutions

The Consultant will review requested substitutions from named vendors submitted as part of the contractor's bid. It is expected that the Consultant will complete the analysis within 30 days of receipt of a complete and comprehensive substitution submittal from the contractor.

Task 9.5 – Conformed Contract Drawings

Upon conclusion of the bid period, the Consultant will incorporate all modifications from addendum/addenda into the contract documents and issue a set of Conformed Contract Documents by the EBMUD Board award date.

Contract #1, Task 10 – Geotechnical Subsurface Investigation(s)

The Consultant shall conduct design-level geotechnical investigation(s) subsequent to or concurrent with reservoir demolition. This would be to confirm the subsurface conditions and material parameters -- depending on the conclusions derived from Task 3.8, Investigations will be also required to conduct bench-scale cement/lime soil treatment testing and CDSM ground improvement mix designs. Consultant may propose a two-phased investigation program, such as pre-demolition inclined sonic borings from the toe or crest of the embankment, if required.

Information from past geotechnical investigations is included in Exhibit E.

Contract #1, Task 11 – Public Outreach

The Consultant shall provide support, including but not limited to attending the community meetings, having experts (e.g., hazardous material expert) present in the meetings as needed,

and helping with presentation preparation. EBMUD will lead the community meetings and discussions.

Contract #1, Task 12 – Optional Tasks

The following are Project tasks that are considered optional. EBMUD will discuss and negotiate with the Consultant to incorporate Optional Tasks into the Consulting Agreement.

Task 12.1 – Technical Specifications

Develop Project-specific technical specifications that are not included in EBMUD’s Master Specifications database, and/or review and enhance the current technical master specifications in place to ensure that they align with the Project requirements and industry standards. The Consultant shall communicate any proposed changes to EBMUD for approval before finalizing the technical master specification.

Task 12.2 – Test Outage Support

Provide support during the test outage described in the outage plan. See Exhibit E for the outage plan.

Task 12.3 – Seismic Performance Evaluation:

- a) Conduct a site-specific ground motion hazard analysis at the Project site. Perform non-linear site response analyses using DEEPSOIL (or equivalent) and develop a suite of a seven to eleven input time histories. A minimum of four of the time histories should include a velocity-pulse characteristic representing the close proximity to the Hayward fault. The time histories should be developed to comparable ground motions levels associated with a probabilistic seismic hazard of a 2,475-year return period (2% probability of exceedance in 50 years).
- b) Perform numerical modelling of the prestressed concrete tanks coupled with the proposed substructure design to evaluate the performance of the tanks under the design ground motions. The Consultant may analyze the tanks and substructure separately, i.e., analyze the substructure in a finite element/difference model (such as PLAXIS or FLAC) for soil deformations and use the resulting outcropping motions and deformations at the foundation level in a structural linear-elastic model representing the tanks shell and roof (such as ANSYS or SAP).
- c) Document the vertical and lateral seismic performance of the new tanks under the design ground motions in a Technical Memorandum.

- End of Contract #1 Tasks -

Contract #2, Task 1 – Engineering Services During Construction (Future)

Once construction begins, the Consultant will provide design-related services and carry out coordination responsibilities throughout the active construction period. The Consultant is expected to clearly understand the construction schedule including recently completed work and upcoming planned work. The Consultant will work closely and collaboratively with EBMUD's Construction Management (CM) staff to ensure coordination of critical engineering information throughout construction.

If construction cumulative change orders resulting from design errors or omissions exceed 5% of the contract value, it shall be the responsibility of the Consultant to rectify these errors or omissions at its own expense, which includes covering the cost of staff time required for the revisions.

Task 1.1 – Progress Meetings

The Consultant will attend all weekly construction progress meetings to support coordination with the key Project stakeholders. The Consultant will be prepared to discuss the status of all deliverables (shop drawings, RFIs, change orders, etc.) and support timely resolution of design-related issues that may impact the Project budget or schedule.

Task 1.2 – Site Visits

The Consultant will conduct periodic site visits to ensure that the work is progressing per the contract documents and design intent. Visits will occur no less frequently than monthly and appropriate technical expertise will be provided based on work progress. The appropriate technical expert of the Consultant will also be on-site during identified "high-risk" work that would benefit from visual observation by the Consultant. All high-risk work will be identified by the Consultant and transmitted to EBMUD's CM staff as a Technical Memorandum.

The Consultant will prepare notes after each site visit and will include observations on the quality of progressed work and identification of any areas that require closer oversight or upcoming work that requires specific instruction.

Task 1.3 – Submittal/Shop Drawings Review

The Consultant will complete the initial review of all shop drawings submitted by the contractor(s) to ensure compliance with the contract documents, prior to EBMUD final review/approval. The target turnaround time (metric) is 14 calendar days. It is expected that all shop drawings will be returned to the contractor as Furnish as Corrected or Furnish as Submitted within no more than 3 submittal rounds. If issues with the quality of the shop drawings are identified, the Consultant will bring them to EBMUD's attention to take corrective action with the contractor.

Task 1.4 – Requests For Information/Clarification

The Consultant will evaluate and respond to the RFIs generated by the contractor and Requests for Clarification generated by CM staff within five (5) calendar days unless they involve a particularly complex issue requiring additional examination.

Task 1.5 – Preparation of Design-related Change Orders

In the event of a design-related change to the contract in which the contractor is entitled to a change in compensation, a change order must be processed. The Consultant will evaluate and prepare all necessary design-related technical documents for change orders and participate in a scoping meeting with the CM staff and contractor for complex change orders that benefit from collaboration prior to scope finalization. In some cases, the Consultant may be asked to support negotiation of the final change order with the CM staff and contractor.

Task 1.6 – Factory Acceptance Testing and Field Testing Support

The Consultant will support EBMUD with Factory Acceptance Testing and field testing of equipment. The Consultant will review submitted test plans and report and provide on-site presence for Factory Acceptance Testing and field testing.

Work performed EBMUD

The following Tasks will be performed by EBMUD in support of the Project:

- i. Perform general site survey of the site.
- ii. Provide the Consultant with the drawing numbers; and all Central Reservoir drawings and base drawings in MicroStation, AutoCAD, or Plant3D (for P&IDs) format.
- iii. Facilitate Consultant's field verification of existing electrical, and mechanical systems.
- iv. Provide existing on-site utility maps.
- v. Provide meeting rooms.
- vi. Provide assistance and coordination of key EBMUD staff required for the Project.
- vii. All front-ends of the construction contract specifications including Division 00 – 01.
- viii. Procurement and Contracting Document. Consultant support for development of specific front-end specification sections will be captured as a task under Contract #1.
- ix. Overall contract administration, construction management, and day-to-day construction inspection, with support from the Consultant, per Contract #2.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	February 26, 2024
Site Walk	March 12, 2024 at 9 a.m. Central Reservoir 25 th Ave and E 29 th Street, Oakland, CA
Virtual Pre-Proposal Meeting	March 19 at 2 p.m. Meeting will be held on Zoom. For meeting invitation, please send an e-mail to centralreservoirreplacement@ebmud.com and cc: roya.yazdani@ebmud.com in your correspondence. Include your first and last name, e-mail address, and the name of your organization.
Response Due	April 22, 2024 by 4:00 p.m. PDT
Proposer Team Interviews	Week of April 29, 2024 EBMUD Administration Building 375 11 th Street, Oakland, CA
Anticipated Proposer Selection	May 6, 2024
Contract Negotiation with Selected Team	May 6 – June 6, 2024
Anticipated Contract #1 Award Date	June 25, 2024
Estimated Contract #1 Duration	36 months

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

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.

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 EBMUD. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. EBMUD 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 EBMUD.
4. EBMUD 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 EBMUD, 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. EBMUD 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 EBMUD may require. Award will be made, or proposals rejected by EBMUD 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 EBMUD 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 EBMUD's requirements as set forth in this RFP.

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Project Implementation Plan and Schedule: An evaluation will be made of the likelihood that the Proposer’s implementation plan and schedule will effectively address EBMUD’s needs. The proposed project approach and schedule will be evaluated considering the following factors:</p> <ol style="list-style-type: none"> 1. Is the project implementation plan and approach well thought out to efficiently meet project needs? 2. Does the proposer have an understanding of the need to drive EBMUD stakeholders to consensus on key decisions? 3. Does the Proposer have a plan to make key staff available to meet in person with EBMUD representatives as needed for project discussions, updates, progress reports, field verification and O&M engagement? 4. Are the project risks adequately identified and addressed?
B.	<p>Level of Effort: The Proposer’s level of effort will be evaluated by:</p> <ol style="list-style-type: none"> 1. Has the proposer provided a level of effort for all services put forth in their proposal and conform to project elements listed in Table B? [Completeness] 2. Is the proposed level of effort realistic for the services proposed and scope of the project? [Realism] 3. Does the proposer’s cost accurately reflect the proposer’s effort to meet requirements and objectives? [Reasonableness] <p>Note: EBMUD does not procure Professional Services on lowest cost; however, the Consultant’s ability to demonstrate well thought out, complete accounting of a detailed work breakdown structure, and reasonable level of effort that is required to complete the project while minimizing project risks will be considered as part of the evaluation criteria matrix.</p>

C.	<p>Understanding of the Project and Technical Approach: The RFP response will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose, scope, and deliverables of the project? 2. Has the Proposer demonstrated a thorough understanding of the site constraints, operation and maintenance needs, design & construction challenges, applicable codes, environmental impact report requirements, and industry best-practices? 3. How well has the Proposer identified pertinent issues and potential problems related to the project? 4. Has the Proposer identified opportunities to streamline objectives and deliverables, advance the project schedule, reduce design/construction costs, improve constructability or operational logistics, reduce environmental & community impacts, and/or reduce project risk while meeting requirements of the project?
D.	<p>Demonstrated Commitment and Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Project Manager: Does the individual have a proven track record of leadership and performing the tasks required in this RFP? 2. Technical Lead(s): Does the individual(s) have appropriate experience required by the project? 3. Does the project team have the necessary background and experience required for the project? 4. Does the project team overall meet or exceed all of the Proposer's Minimum Qualifications under Section 1.D? 5. Does the Proposer have a sincere commitment to advancing EBMUD benefits? Are there specific examples of how this commitment is woven into the Proposer's business practices and how they intend to incorporate it into the partnership with EBMUD. What are some past experiences or initiatives that showcase the Proposer's dedication to contributing positively to the Client's well-being.
E.	<p>Quality Assurance & Control Plan (QAC Plan): The QAC Plan in the RFP response will be evaluated based on the following questions:</p> <ol style="list-style-type: none"> 1. Does the QAC Plan clearly demonstrate that the proposer will submit a high-quality work product? 2. Is there a defined methodology that seems achievable, realistic, and likely to be adhered to?

F.	<p>Presentation and Interview: A proposer team of no more than 5 individuals (Project Manager, Project Engineer, Technical Leads) are required to give a presentation and respond to the Selection Committee’s questions regarding their approach, experience, and their specific RFP response.</p>
G.	<p>References (See Exhibit A – RFP Response Packet): Provide a minimum of 5 references as required in Exhibit A. Do the References confirm Proposer Minimum Qualifications?</p>
H.	<p>Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 10 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, EBMUD 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 EBMUD issues the Notice of Intent to Award. EBMUD 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 EBMUD, 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 EBMUD 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 EBMUD, 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 EBMUD'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.

EBMUD 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 EBMUD 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

Following EBMUD's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, EBMUD will render payment within thirty (30) days of receipt of a correct invoice.

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

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: Roya Yazdani, Associate Civil Engineer
EBMUD - Design Division
E-Mail: centralreservoirreplacement@ebmud.com, cc
roya.yazdani@ebmud.com
PHONE: (510) 287-7064

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Roya Yazdani, Associate Civil Engineer
EBMUD - Design Division
E-Mail: centralreservoirreplacement@ebmud.com, cc
roya.yazdani@ebmud.com
PHONE: (510) 287-7064

B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP hardcopy responses must be received only at the address shown below, must be SEALED, and must be received at EBMUD Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that date and time, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
3. Submit hardcopy proposals to:

Mailed:

Roya Yazdani, Associate Civil Engineer
East Bay Municipal Utility District (Purchasing Dept)
RFP No. 551-24-01: Central Reservoir Replacement Project
375 11th Street, MS 102
Oakland, CA 94607

Hand Delivered or delivered by courier or package delivery service:
Roya Yazdani, Associate Civil Engineer
East Bay Municipal Utility District (Purchasing Dept)
RFP No. 551-24-01: Central Reservoir Replacement Project
375 11th Street, MS 102
Oakland, CA 94607

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

4. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. Please include four (4) additional hardcopies of the RFP.
5. Proposers must also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy shall be in a single file (PDF) format, and shall be an exact scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. Electronic submittal is required. The RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to centralreservoirreplacement@ebmud.com, cc roya.yazdani@ebmud.com . EBMUD’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. EBMUD shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-7064 to check receipt of the proposal.
8. 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.

9. 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.), EBMUD will be entitled to civil remedies set forth in the California False Claim Act.
10. 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.
11. It is understood that EBMUD reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. Proposers shall not modify the existing text for any part of Exhibits A, B, C, or D, or qualify their RFP responses. Proposers shall not submit to EBMUD a re-typed or otherwise re-created version of these documents or any other EBMUD-provided document.
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. EBMUD 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. EBMUD shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

RFP No. 551-24-01 For Central Reservoir Replacement Project Design Services

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”**

- **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):

- Corporation
- Limited Liability Partnership
- Limited Liability Corporation
- Other: _____
- Joint Venture
- Partnership
- Non-Profit / Church

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

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total.

In spreadsheet format, show estimated labor hours for each prime and subconsultant job classification for the entire proposed scope of work. Estimate level of effort for mandatory and optional services. An example level of effort and cost estimate table is provided below for reference.

LABOR DISTRIBUTION

<u>Consultant</u>				<u>Subconsultants</u>					
<u>Project Manager</u>	<u>Project</u>			<u>Sub. #1</u>			<u>Sub. #2</u>		
	<u>Eng.</u>	<u>Drafting</u>	<u>Subtotal</u>	<u>Project Eng.</u>	<u>Assist. Eng.</u>	<u>Subtotal</u>	<u>Project Eng.</u>	<u>Assist. Eng.</u>	<u>Subtotal</u>

Services(*)

I. Contracted Services

- Task 1:
- Task 2:
- Task 3:
- Task 4:
- Task 5:
- Task 6:
- Task 7:
- Task 8:
- Task 9:
- Optional Task 10:

TOTAL

II. Contract #2 – ESDC (Future Contract)

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



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal (maximum 2 pages):** The proposal 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 proposal and overall benefits to the District. This synopsis should not exceed two (2) pages in length and should be easily understood.
2. **Table of Contents (1 Page):** The proposal shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
3. **Project Understanding, Project Approach, and Project Team Description (maximum 10 pages):** The proposal should include a narrative describing the proposer’s understanding of the project, project approach, and project team description. The project approach can include proposals to improve the proposed processes, reduce cost, improve reliability, shorten the schedule, and simplify construction sequencing while still meeting the project objectives. This section shall not exceed ten (10) pages in length and should be clearly written.
4. **Key Personnel:** The proposal shall include an organizational chart for the project team that shows a complete list of all key personnel associated with the RFP (maximum 2 pages for organizational chart and list of personnel). 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 primary office location, telephone number, and e-mail address;
 - (d) The person’s educational background; and
 - (e) The person’s relevant experience, certifications, and/or merits (maximum 2 pages per person)

It is key to understand that if there are staffing changes throughout the project, the cost associated with onboarding new staff members to familiarize them with the project is the responsibility of the Consultant and shall be born by them.

5. **Staffing Plan for Local Tasks (maximum 1 page):** This section shall designate which personnel will perform field verifications and other design tasks requiring a significant on-site presence. Include a description of how the Consultant plans to provide staff for on-site tasks

(e.g., use local staff within driving distance of the facilities, have staff travel in weekly for task durations, temporarily relocate staff).

The Consultant must ensure a comprehensive and localized approach to providing a dedicated local staff member for each key discipline, as outlined and defined by the District.

6. **Experience and Relevant Projects (6 Pages):** Consultants must submit information demonstrating, for the proposed personnel, technical experience relevant to the scope of work described in the RFP, including:
 - a. Client name(s) and project name;
 - b. Project scope of work summary;
 - c. Proposer roles and responsibilities on the project;
 - d. Proposer team members who worked on the project, if any; and
 - e. Date when the project was performed (start/end dates).
7. **Contract #1 Implementation Plan (maximum 3 pages) and Schedule (maximum 2 pages, 11"x17"):** The proposal shall include an implementation plan and schedule. Using the calendar of events as guide, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for services, including identification and mitigation of risks that the Proposer believes may adversely affect the schedule.
8. **Level of Effort (maximum 3 pages, 11"x17" acceptable):** For each of the tasks, provide an estimated level of effort for all staff. In spreadsheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including subconsultants.
9. **Quality Assurance and Control (QAC) Plan (maximum 2 pages):** The proposal shall include a Quality Assurance and Control (QAC) Plan that is specific and customized to this project, detailing the methodology the Proposer will use to ensure a high-quality work product. The QAC plan must include an independent review by an individual that is an expert in safety and code compliance.
10. **References:** References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - (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.
11. **Sample Drawings (Not counted in page count):** Provide sample drawings (no more than 30) in 11x17” (ANSI B) format that shows sample site layouts, mechanical details, P&IDs, and single-line diagrams. Drawings created in 3D BIM platform are preferred.
12. **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.**
13. **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 or email carlynn.wooten@ebmud.com prior to submitting an RFP response.



REFERENCES

RFP No. 551-24-01 For Central Reservoir Replacement Project Design

Proposer Name: _____

Proposer must provide a minimum of 5 references.

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. 551-24-01 For - Central Reservoir Replacement Project Design Services

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

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.

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.

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

Each Claim or Occurrence Limit:	\$4,000,000
Aggregate Limit:	\$4,000,000

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

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

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

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: _____



EXHIBIT C
CONSULTING AND PROFESSIONAL SERVICES
AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
(Project Title)**

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

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit 1, 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 1.
- 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 1. 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 1, 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 2, 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 1 with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.

- 3.2 DISTRICT may at its option issue a Notice to Proceed for some or all of the Optional Services tasks described in Exhibit 1. Compensation for Optional Services shall be in accordance with the method and amounts described in Exhibit 2.

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.
- 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. CONSULTANT hereby commits an average of (*1 to*

100) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1 CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines, and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2 Designated CEP compliance for the duration of this Agreement is listed in 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

7.1 Indemnification

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

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

7.2 Insurance Requirements

Insurance Requirements are as stated in 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 *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.
- 9.9 Digital Signatures. The Parties agree that this Agreement may be executed using digital signatures.

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.

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 1

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 2

East Bay Municipal Utility District (Project Title)

COMPENSATION

Compensation for services provided in Exhibit 1, 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 2-1 and Exhibit 2-2. 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 1. 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, provided that all invoices are accompanied by sufficient cost

documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the authorized Maximum Cost Ceiling is reached, CONSULTANT shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from 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.

- 2.9.1 All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- 2.9.2 All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- 2.9.3 Pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be

performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.

- 2.9.4 The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.9.5 Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.9.6 The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- 2.9.7 General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.
- 2.9.8 The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form
- 2.9.9 For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly

to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.

- 2.9.10 In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.9.11 Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.9.12 The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.9.13 The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.
- 2.9.14 In the performance of a public works contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event the Contractor or any Subcontractor

willfully fails to comply with this requirement the Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.

- 2.9.15 The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

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

EXHIBIT 2-1

**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	
I. Contracted Services													
Task 1.1:													
Task 1.2:													
Task 2.1:													
Task 2.2:													
Subtotal I.													
II. Optional Services													
Task 3:													
Task 4:													
Subtotal II.													
TOTAL of Subtotals I. & II													

* ODCs = Other Direct Costs.

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

*** *Insert hourly rate.*

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

EXHIBIT 2-2

**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 3

**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 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

PROJECT REFERENCES

For individuals requiring access to the following documents, please send an email to centralreservoirreplacement@ebmud.com, cc roya.yazdani@ebmud.com in your correspondence. Include your first and last name, e-mail address, and the name of your organization. Upon receipt of this information, access will be granted accordingly.

- 01 Environmental Impact Report
- 02 Value Engineering Report
- 03 Facilities Plan
- 04 Geotech Info
- 05 Design Criteria and Guidelines
- 06 Asbestos Hazard Control
- 07 Outage Plan
- 08 Drawings
- 09 Cut and Fill Analysis
- 10 Hydraulic Transient Analysis
- 11 Specification Instructions
- 12 Design Division Project Procedures Manual