

REQUEST FOR PROPOSAL (RFP)
for Main Administration Building
and Adeline Maintenance Center
Administration Building Restacking
Plan
RFP #566 25-01

ADDENDA

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

CONTACT

Maura Bonnarens, Senior Civil Engineer
(510) 287-1023
maura.bonnarens@ebmud.com

RESPONSE DUE

May 16, 2025
2:00 p.m. PDST

SUBMIT ELECTRONICALLY TO*

Maura Bonnarens, EBMUD
maura.bonnarens@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Main Administration Building and Adeline Maintenance Center Administration Building
Restacking Plan
RFP #566 25-01

TABLE OF CONTENTS

- I. STATEMENT OF WORK**
 - A. SCOPE
 - B. PROPOSER QUALIFICATIONS
 - C. SPECIFIC REQUIREMENTS

- II. CALENDAR OF EVENTS**
 - A. NON-MANDATORY SITE WALK

- III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**
 - A. RFP ACCEPTANCE AND AWARD
 - B. EVALUATION CRITERIA/SELECTION COMMITTEE
 - C. PRICING
 - D. NOTICE OF INTENT TO AWARD AND PROTESTS
 - E. INVOICING

- IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**
 - A. DISTRICT CONTACTS
 - B. SUBMITTAL OF RFP RESPONSE
 - C. RESPONSE FORMAT

ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET
EXHIBIT B – INSURANCE REQUIREMENTS
EXHIBIT C – SCOPE OF WORK AND DELIVERABLES
EXHIBIT D – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT
EXHIBIT E – DECLARATION OF ELIGIBILITY TO WORK ON PUBLIC WORKS PROJECTS

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe architectural and space planning services for two of East Bay Municipal Utility District's (EBMUD's or District's) administration buildings in Oakland, CA. One of the buildings is a nine-story office building with basement level parking located at 375-11th Street in downtown Oakland. The other building is a two-story building located at 1100-21st Street in West Oakland. The services include conducting a space needs assessment that evaluates the efficiency of existing workspaces in each facility; determining potential needs; and analyzing space optimization for the purpose of improving efficiencies, modernizing the design to meet the needs of current and future employees. The services will also include identifying spaces that could be leased to non-EBMUD tenants or as residential spaces while maintaining security for EBMUD employees and facilities, and evaluating potential rental markets. The services will include extensive outreach and communication with all District stakeholders to arrive at a consensus strategy.

The District intends to award a contract to the Proposer who best meets the District's requirements.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing architectural space planning services for at least five (5) years.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. This contract is a public works contract. Prevailing wages are required for this contract. All Proposers bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

C. SPECIFIC REQUIREMENTS

Attachment D to this RFP is the Scope of Work and Deliverables for this project.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	April 9, 2025	
NON-MANDATORY Site Walk	Monday, April 28, 2025, 9:00 am PSDT	at: EBMUD Administration Building Board Room, 2 nd Floor 375-11 th Street Oakland, CA 94607 <i>(Attendees will need to also travel to: EBMUD AMC Administration Building 1100 – 21st Street Oakland, CA 94607)</i>
Response Due	May 16, 2025 by 2:00 p.m. PDST	
Anticipated Contract Start Date	August 31, 2025	

Note: All dates are subject to change by District.

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

A. NON-MANDATORY SITE WALK

A non-mandatory site walk will be held to:

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

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

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

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

RFP responses will be evaluated and scored according to the Evaluation Criteria below and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be multiplied by the weighting factors shown below and averaged to arrive at a final average 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	Weighting
A.	Firm Qualifications: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Does the firm have technical experience in performing work of a similar nature for another public entity? 2. What is the strength and stability of the firm?	15
B.	Relevant Experience of Key Personnel: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have technical experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?	15
C.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential challenges related to the project?	20

	<p>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</p> <p>4. Does the labor hour estimate for the project demonstrate an understanding for the level of effort required to complete the project?</p>	
D.	<p>Methodology: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <p>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</p> <p>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</p>	10
E.	<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, and they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.</p>	10
F.	<p>References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>	10
G.	<p>Oral Presentation and Interview (if utilized): The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>	10
H.	Overall Responsiveness to the RFP	10

C. PRICING

- Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
- All prices quoted shall be in United States dollars.
- Price quotes shall include any and all payment incentives available to the District.
- Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

5. Prevailing Wages:

All Contractors proposing on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

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 of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any Subcontractor shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any Subcontractor. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor shall comply with the provisions of Section 1776 of the Labor Code of the State of California. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

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

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization’s Department Director. The appeal must be submitted to the Department Director no later than five workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall

focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

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

E. **INVOICING**

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District 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: Maura Bonnarens, Senior Civil Engineer
EBMUD-Engineering & Construction Department
E-Mail: maura.bonnarens@ebmud.com
PHONE: (510) 287-1023

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Maura Bonnarens, Senior Civil Engineer
EBMUD-Engineering & Construction Department
E-Mail: maura.bonnarens@ebmud.com
PHONE: (510) 287-1023

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time RFP submittals, in their entirety, shall be emailed to maura.bonnarens@ebmud.com. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-1023 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.

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

C. RESPONSE FORMAT

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



EXHIBIT A

RFP RESPONSE PACKET

**RFP for Main Administration Building and Adeline Maintenance Center
Administration Building Restacking Plan
RFP #566 25-01**

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the 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

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

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

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

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

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Task 1: Project Management				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Architect	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	
Task 2: Stakeholder Engagement				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Architect	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	
Task 3: Evaluation of Existing Buildings and Space Utilization				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Engineer	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Drafter	hour		\$	\$
Administrative Support	hour		\$	\$

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Other....			\$	\$
Subtotal			Subtotal	
Task 4: Development of Programming Information for Employee Needs				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Engineer	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Drafter	hour		\$	\$
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	
Task 5: Identification of Potential Leasing Options				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Engineer	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Drafter	hour		\$	\$
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	
Task 6: Development of Planning Level Building Utilization and Space Options				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Engineer	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Drafter	hour		\$	\$
Cost Estimator	hour		\$	\$
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Task 7: Development of Final Restacking Program				
Principal in Charge	hour		\$	\$
Project Manager	hour		\$	\$
Project Engineer	hour		\$	\$
Technical Specialty Architects/Engineers	hour		\$	\$
Drafter	hour		\$	\$
Cost Estimator				
Administrative Support	hour		\$	\$
Other....			\$	\$
Subtotal			Subtotal	
TOTAL HOURS			TOTAL COST	



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
3. **Description of the Proposed Services, including Methodology:** The proposal shall include a detailed scope of services, similar to what would be incorporated into the final agreement between the District and the Proposer. The description shall contain a basis of estimate for services including its scheduled start and completion dates for the tasks, the number of Proposer's and District personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.
4. **Sustainability Statement:** Proposers shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of the firm.

5. **References:**

- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
- (b) References must have similar scope and requirements to those described in this RFP.
 - 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.

6. **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.**

7. **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-025, "Employment Data and Certification Instructions", and Form P-040, “Contract Equity Participation”. Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP for Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan RFP #566 25-01

Proposer Name: _____

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

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

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

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

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

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



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan RFP #566 25-01

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.	Proposer takes exception to...

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

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

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

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below by signing and submitting Exhibit B (“Insurance Requirements”) to the DISTRICT. The Insurance Requirements may be signed by the insurance broker or the insurance broker’s agent (Insurance Broker/Agent) for the CONTRACTOR, or by an officer of the CONTRACTOR (Officer), or by the CONTRACTOR’s risk manager (Risk Manager). The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until a signed Verification of Insurance evidencing the specific coverages and limits required by this Agreement has been received by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any contractor/subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent the insurance applies to the scope of the services to be performed by contractor/subcontractor.
- D. Receipt of a signed Verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. Insurance must be maintained, and an updated Verification of Insurance must be provided to the DISTRICT before the expiration of insurance by having the Insurance Broker/Agent, Officer, or Risk Manager update, sign and return the Insurance Requirements to the DISTRICT’s contract manager. The updated Insurance Requirements shall become a part of the Agreement but shall not require a change order to the Agreement. It is the CONTRACTOR’s sole responsibility to provide or to ensure that an updated Verification of Insurance is provided to the DISTRICT. The DISTRICT has no obligation to solicit, remind, prompt, request, seek, or otherwise obtain any updated Verification of Insurance, and any actual or alleged failure on the part of the DISTRICT to obtain any updated Verification of Insurance under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.

- F. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- G. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- H. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- I. CONTRACTOR is responsible for the payment of any deductibles or SIRs pertaining to the policies required under this Agreement. In the event CONTRACTOR is unable to pay the required SIR, CONTRACTOR agrees that such SIR may be satisfied, in whole or in part, by the DISTRICT as the additional insured at the DISTRICT's sole and absolute discretion, unless to do so would terminate or void the policy(ies).
- J. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.
- K. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier required by this Agreement.
- L. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified), the retroactive date must be shown, must be before the date of this Agreement, and must be before the beginning of any Services related to this Agreement.
- M. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration or termination of this Agreement.
- N. If claims-made coverage is canceled or is non-renewed and if the claims-made coverage is not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement and prior to the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or termination of the Agreement.
- O. In the event of a claim or suit, and upon request by the DISTRICT, CONTRACTOR agrees to provide a copy of the pertinent policy(ies) within 10 days of such request to the DISTRICT for review. Any actual or alleged failure on the part of the DISTRICT to request a copy of the pertinent policy(ies) shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard. Additionally, the DISTRICT may, at any time during CONTRACTOR's performance under this Agreement, request a copy of the Declarations pages and Schedule of Forms and Endorsements of any policy required to be maintained by CONTRACTOR hereunder, whether or not a suit or claim has been filed. Premium details may be redacted from any such documents requested.
- P. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein.
- Q. Where additional insured coverage is required, the additional insured coverage shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance or self-insurance.
- R. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement or to Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but

has the right (but not the duty) to monitor the handling of any such claim(s) if the claim(s) is likely to involve the DISTRICT.

- S. It is the obligation of the CONTRACTOR to ensure all contractors/subcontractors performing services under this Agreement maintain the necessary coverages and limits. CONTRACTOR shall ensure that all contractors/subcontractors agree to the same indemnity obligation that CONTRACTOR agrees to in this Agreement based on the nature and scope of services being performed by each contractor/subcontractor. CONTRACTOR shall require that each contractor/subcontractor include the DISTRICT, its directors, officers, and employees as additional insureds on its liability policy(ies) (excepting Professional Liability and Workers' Compensation) for all ongoing and completed operations with coverage as broad as required of CONTRACTOR under this Agreement. Failure or inability to secure fully adequate insurance shall in no way relieve the CONTRACTOR or all contractors/subcontractors of the responsibility for its own acts or the acts of any contractors/subcontractors or any employees or agents of either. All contractors/subcontractors are to waive subrogation against the DISTRICT on all policies. CONTRACTOR shall be responsible for maintaining records evidencing contractors'/subcontractors' compliance with the necessary insurance coverages and limits, and such records shall be made available to the DISTRICT within 10 days upon request.
- T. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- U. Notice of Cancellation/Non-Renewal/Material Reduction. The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the Insurance Broker/ Agent, or Officer, or Risk Manager update, sign and return the Insurance Requirements.

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
- | | |
|-------------|--|
| Coverage A. | Statutory Benefits Limits |
| Coverage B. | Employer's Liability of not less than: |
| | Bodily Injury by accident: \$1,000,000 each accident |
| | Bodily Injury by disease: \$1,000,000 each employee |
| | Bodily Injury by disease: \$1,000,000 policy limit |
- B. If there is an onsite exposure of injury to CONTRACTOR, and/or contractor/subcontractor's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage is required for such injuries or claims.

- C. If CONTRACTOR is exempt from carrying Workers' Compensation Insurance, CONTRACTOR must return the completed Verification of Insurance confirming that CONTRACTOR has no employees and is exempt from the State of California Workers' Compensation requirements.
- D. If CONTRACTOR is self-insured with respect to Workers' Compensation coverage, CONTRACTOR shall provide to the DISTRICT a Certificate of Consent to Self-Insure from the California Department of Industrial Relations. Such self-insurance shall meet the minimum limit requirements and shall waive subrogation rights in favor of the DISTRICT as stated below in section "E."
- E. Waiver of Subrogation. Workers' Compensation policies, including any applicable excess and umbrella insurance, must contain a waiver of subrogation endorsement providing that CONTRACTOR and each insurer waive any and all rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind arising out of, pertaining to, or in any way relating to CONTRACTOR's failure to provide waiver of subrogation from the insurance carrier.

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

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

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Workers' Compensation insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

II. Commercial General Liability Insurance ("CGL") Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance

requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis and be as broad as Insurance Services Office (ISO) form CG 00 01.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or contractor/subcontractor under this Agreement.
- F. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- G. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by contractor/subcontractor on CONTRACTOR’s behalf.
- H. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- I. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).
- J. Independent Contractor’s Liability shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.
- K. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. Coverage for the Additional Insureds must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.
- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR’s Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

III. Business Auto Liability Insurance Coverage

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

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

Verification of Business Auto Liability Insurance Coverage

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Business Automobile Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager – Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

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

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

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

Each Claim: \$2,000,000

Aggregate Limit: \$2,000,000

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

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

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Professional Liability insurance as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

Insurance Broker/Agent or Officer or Risk Manager- Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____

V. Excess and/or Umbrella Liability Insurance Coverage (Optional – See Paragraph A below)

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

6. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.
7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR's Insurance Broker/Agent, Officer, or Risk Manager, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

Underlying Policy(ies) listed above to which Excess/Umbrella applies:

Insurance Broker/Agent or Officer or Risk Manager - Print Name: _____

Insurance Broker/Agent or Officer or Risk Manager's Signature: _____



EXHIBIT C

SCOPE OF WORK AND DELIVERABLES

1. Introduction and General Background

East Bay Municipal Utility District (EBMUD or District) is a not-for-profit public agency established in 1923 when residents voted to form EBMUD, paving the way for the infrastructure that is relied on today to bring water from the Sierra Nevada to the East Bay to over 1.4 million customers. The District began wastewater treatment operations in 1951 and serves over 750,000 customers. The District employs a diverse workforce of approximately 2,060 employees working in multiple locations throughout the Bay Area as well as in San Joaquin, Calaveras, and Amador counties.

EBMUD is headquartered at 375-11th Street in downtown Oakland, CA. The headquarters is familiarly known as the Administration Building or AB. The AB was constructed in the early 1990s. It has nine floors of occupied space, three basement levels for EBMUD parking, and a 10th floor penthouse for mechanical equipment. The total area of the AB is approximately 274,500 square feet. Approximately 760 employees currently work out of the AB.

EBMUD also has an administration building at its Adeline Maintenance Center (AMC) Campus, which is comprised of four blocks of property in the West Oakland area near the intersection of Adeline Street and West Grand Avenue. The administration building at the AMC is known as the “AMC AB.” It is a two-story building built in the mid-1950s. The total area of the AMC AB is approximately 51,056 square feet. Prior to construction of the AB on 11th Street, this building served as the EBMUD headquarters. Approximately 430 employees currently work out of the AMC AB.

The overall objective of the services described in this RFP is to optimize space use to meet EBMUD’s changing workforce needs at both the AB and the AMC AB due to the increase in number of employees as well as the current long-term hybrid work from home/work in office schedule for most office employees. Optimization may include identification of spaces that could be leased to non-EBMUD tenants (such as a day care facility, retail space, or offices) or as residential spaces, while maintaining security for EBMUD employees and facilities.

The services include conducting a space needs assessment that evaluates the efficiency of existing workspaces in each facility, determining potential needs, and analyzing space optimization for the purpose of improving efficiencies and modernizing the design to meet the needs of current and future employees as well as the potential for leasing space to non-EBMUD tenants. The services also include frequent communications with District stakeholders and assessment of viable markets for leasing space.

Sustainability is at the core of our mission and values. Developing innovative solutions to encourage sustainable facilities practices and support reduction of overall greenhouse gas emissions within the restrictions of the existing space is an important factor in the overall design.

The proposed solution must comply with all current building code requirements and leverage and support the latest technology through close collaboration and coordination with EBMUD's Information Systems Department, Facilities Maintenance and Construction Division, Human Resources Department, Building Tenant Services Section, Security and Emergency Preparedness Section, Workplace Health and Safety Section, Facilities Engineering Section, and EBMUD's four Unions that represent the majority of its workforce.

This project affects multiple employees in fully occupied buildings with minimal swing space. The District intends for the buildings to remain occupied for the duration of the implementation of the project. Hence, offsite leasing of some space may be needed to facilitate employees in workspaces being renovated.

2. Overview of Scope of Services

2.1. The successful proposer shall prepare office layout designs for both the AB and the AMC AB to accommodate the following design concepts.

- a. Design options that reflect EBMUD's mission and values, taking into consideration EBMUD's fiduciary obligations as well as its diverse unionized employee workforce.
- b. Sustainable office layout and other improvements directed towards reduction of carbon emissions and carbon footprint.
- c. Best-in-class solutions to address health and safety concerns, paying attention to additional requirements from the impact of COVID-19 and including EBMUD specific requirements.
- d. Innovative solutions to maximize intra- and inter-divisional and departmental collaboration within EBMUD's organizational structure while incorporating social distancing requirements.
- e. Leveraging the final design, build upon EBMUD's existing space standards to develop a Standards Policy to be used for all EBMUD workspaces. The Standards Policy shall include typical layouts, office furniture standards, and other standards to ensure consistency in experience within the two ABs. Standards should incorporate fiduciary and sustainability considerations.

2.2. The successful proposer shall develop a construction phasing plan to identify how the final design solution will be successfully implemented.

2.3. The successful proposer shall also prepare the construction cost estimates for the proposed solutions including cost considerations for construction phasing.

3. Specific Project Tasks and Deliverables

3.1 TASK 1: PROJECT MANAGEMENT

Task 1.1 Prepare a project management work plan, including a detailed schedule for the project with key milestones.

Task 1.2 Schedule resources, coordinate among project team members, manage the efforts of project team members, and review work progress for effective performance of services on schedule and within budget.

Task 1.3 Monitor the scope, budget, and schedule for the project. Prepare and submit invoices for services, including a cost tracking table showing for each task: budget, prior billed, current billing, total billed to date, budget remaining, % billed to date, and % complete. With the invoice, provide a list for work accomplished during the billing period, work planned for the following billing period, and any issues that may impact the budget or schedule. Provide updates to the schedule as required, discussed, and approved by the DISTRICT.

Task 1.4 Coordinate and initiate meetings with DISTRICT stakeholders as needed to complete work.

Task 1.5 Conduct bi-weekly project status meeting with Project Manager and others invited by Project Manager. (Meetings may be via Zoom or Teams.)

Task 1.6 Prepare meeting agendas and meeting minutes for all meetings conducted for the project.

Task 1.7 Perform all administrative tasks required.

Task 1 Deliverables: Project management work plan, meeting agendas, meeting minutes, presentations, monthly schedule and budget updates, and monthly itemized invoices.

3.2 TASK 2: STAKEHOLDER ENGAGEMENT

Task 2.1 Conduct at a minimum the following in-person meetings with stakeholders:

- a. Project kickoff meeting
- b. Monthly project update meetings
- c. Meeting for Project Tasks 3, 4, 5, 6, and 7 to present deliverables.

Note stakeholders include at a minimum the following: representatives from the following workgroups: Facilities Engineering, Real Estate Services, Human Resources, Building Tenant Services, Security and Emergency Preparedness, and IT Operations; and representatives from three District unions.

Task 2 Deliverables: Meeting agendas, meeting minutes, and presentations.

3.3 TASK 3: EVALUATION OF EXISTING BUILDING CONDITIONS AND SPACE UTILIZATION

Task 3.1 Perform detailed site visits and conduct meetings with each District work group to understand the work groups' day-to-day work needs and current challenges with the existing space configuration. Note: There are approximately 132 workgroups that use space at both ABs, with a total of approximately 1,250 employees.

Task 3.2 In addition, evaluate amenity spaces (conference rooms, break rooms, exterior terraces, etc.) including current frequency and volume of use, benefits to the District of current use, possible repurposing the use of the amenity spaces, and impact of changes to District and staff.

Task 3.3 Review and understand existing building drawings to understand constraints, such as existing fire walls, plumbing, HVAC, and other building systems. Field visits to the building shall be included in the review.

Task 3.4 Review EBMUD's existing space standards and meet with EBMUD's Employee Relations team to develop approach for communication, outreach, and engagement with the four unions at EBMUD throughout the project development.

Task 3.5 Prepare a summary report of work conducted under this task, including floor plan figures, that contains findings and key observations of existing District conditions including:

- Historic staff growth patterns at the AB on 11th Street and the AMC AB throughout the District for the years 1988 through the present,
- Projections of staff growth for the years 2025 and 2035 both at the AB and the AMC AB (assuming current groups remain located where they currently are),
- Existing work group adjacencies and where better adjacencies could be achieved,
- Summary conclusions of existing space standards and a discussion on the benefits and problems associated with them,
- Summary conclusions of amenity space utilization and needs, and
- Summary discussion on the flexibility and potential success or limitation in the reuse of existing systems and furniture componentry.
- Summary of approach for outreach and engagement with EBMUD's unions.

Task 3 Deliverables: Technical Report.

3.4 TASK 4: DEVELOPMENT OF PROGRAMMING INFORMATION FOR EMPLOYEE NEEDS

Task 4.1 Develop complete programming information based on existing and funded full time equivalent (FTE) District positions regardless of whether or not the position is filled. The programming information should include:

- a. For each position:
 - i. Type of space used for the position (office, workstation, docking station, etc.),
 - ii. Suitability for position to be assigned a "shared" space or "hotel" space",
 - iii. Proposed space allocation based on industry best practices, and
 - iv. Any special requirements such as floor loading, additional HVAC, sound attenuation, etc.

- b. Recommended adjacencies by department, division, and position.
- c. Projection of flexible space that should be allocated on Department and Division levels.

Task 4.2 Develop programming information for amenity and support needs, such as conference rooms, break rooms, mail/copy rooms, libraries, storage, etc.

Task 4.3 Develop recommendations for updating EBMUD's existing space standards through creation of a draft Standards Policy to be used for all EBMUD workspaces, amenity and support needs. Provide rationale for all proposed updates, as well as new standards. The Standards Policy shall include typical layouts, office furniture standards, and other standards to ensure consistency in experience within the two A B s . Standards should incorporate fiduciary and sustainability considerations.

Task 4 Deliverables: Technical Memorandum that includes data table of recommendations with rationale for each and Draft Standards Policy.

3.5 TASK 5: IDENTIFICATION OF POTENTIAL LEASING OPTIONS

Task 5.1 Identify potential leasing opportunities in the ABs including, but not limited to, office space, retail space, day-care facility, and residential units. For each opportunity, identify strengths, weaknesses, opportunities and threats (SWOT) to provide the District a full understanding of the opportunities.

Task 5.2 Develop programming information for each leasing opportunity and identify potential locations best suited for each leasing opportunity.

Task 5.3 Conduct an assessment of the current and future market for leasing the different options.

Task 5 Deliverables: Technical report presenting leasing opportunities, SWOT analysis and programming information for each leasing opportunity, identification of possible locations for each opportunity, and market assessment for viability of leasing opportunities.

3.6 TASK 6: DEVELOPMENT OF PLANNING LEVEL BUILDING UTILIZATION AND SPACE OPTIONS

Task 6.1 Develop five alternative Building Utilization and Space Options for both the Main AB and the AMC AB showing which business functions and amenities should be located in each building, departmental blocking and stacking plans, and the viable options from the work completed on the prior tasks including shared workspaces, drop in or hotel workspaces, and leasing to outside entities and/or residential tenants. The alternatives should consider different conditions, such as office staff reporting to work five days a week, office staff following a hybrid work-from-home/work in office schedule, and other various conditions that could impact space utilization.

Task 6.2 Prepare an Implementation Schedule and Phasing Plan for each Building Utilization and Space Option alternative showing which work groups relocate, where they relocate to, duration of

tenant improvements prior to the moves, duration of moves, etc. The schedule and phasing plan shall be prepared with the objective that staff moves only once to their final destination. Include assessment of the need to lease off-site workspace to facilitate implementation while maximizing employee productivity.

Task 6.3 Prepare a planning level cost estimate for detailed design and construction of each space utilization alternative, net present worth analysis, and cost/benefit analysis.

Task 6 Deliverables: Technical Report presenting alternatives and a PowerPoint presentation on the technical report. Consultant shall plan to present the alternatives to primary stakeholders, work groups, unions, and the Senior Management Team.

3.7 TASK 7: DEVELOPMENT OF FINAL RESTACKING PROGRAM

Task 7.1 Prepare a Final Restacking Program incorporating District's review comments from work completed under Task 6.

Task 7.2 Prepare an Implementation Schedule and Phase Plan for the Final Restacking Program.

Task 7.3 Prepare a cost estimate for detailed design and construction of the Final Restacking Program.

Task 7 Deliverable: Final Technical Report including floor plans depicting new workspace and amenity configurations, leased spaces (as applicable), implementation schedule, and cost estimate.



EXHIBIT D

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
Main Administration Building and Adeline Maintenance Center Administration Building
Restacking Plan**

THIS Agreement is made and entered into this _____ day of _____, 202**5**, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called “DISTRICT,” and ***(CONTRACTOR'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])***, hereinafter called “CONTRACTOR.”

WITNESSETH

WHEREAS, DISTRICT requires consulting services for architectural and space planning work; and

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting services for preparation of planning documents for the Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan and CONTRACTOR 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 CONTRACTOR that for the considerations hereinafter set forth, CONTRACTOR shall provide said services to DISTRICT, as set forth in greater detail herein.

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONTRACTOR agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2. It is understood and agreed that CONTRACTOR has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONTRACTOR to do and perform CONTRACTOR's work in a skillful and professional manner, and CONTRACTOR thus agrees to so perform the work. CONTRACTOR represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONTRACTOR agrees that the work performed under this Agreement shall follow practices usual and customary to the architectural profession and that CONTRACTOR 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 CONTRACTOR from such professional responsibility for the work performed.
- 1.3. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.4. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONTRACTOR or its subcontractors 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. CONTRACTOR and its subcontractors may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONTRACTOR is an independent contractor and not an employee of DISTRICT. CONTRACTOR expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.6. CONTRACTOR is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.

- 1.7. It is further understood and agreed by the parties hereto that CONTRACTOR 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 CONTRACTOR for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither CONTRACTOR nor CONTRACTOR'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. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of \$(*insert dollars*). Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall commence work upon receipt of DISTRICT's Notice to Proceed,

which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 - COMPENSATION. No work shall commence until the Notice to Proceed is issued.

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

ARTICLE 4 - TERMINATION

- 4.1. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2. If this Agreement is terminated CONTRACTOR 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 CONTRACTOR's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONTRACTOR or prepared by CONTRACTOR 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 CONTRACTOR is entitled in the event of termination of this Agreement and CONTRACTOR shall be entitled to no other compensation or damages and expressly waives same. Termination under this ARTICLE 4 - TERMINATION shall not relieve CONTRACTOR of any warranty obligations or the obligations under 1.4 and 7.1.

ARTICLE 5 -PROJECT MANAGERS

- 5.1. DISTRICT designates Maura Bonnarens as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONTRACTOR's performance under this Agreement, and for liaison and coordination between DISTRICT and CONTRACTOR. CONTRACTOR may be requested to assist in such coordinating activities as necessary as part of the services. In the event DISTRICT wishes to make a change in DISTRICT's representative, DISTRICT will notify CONTRACTOR of the change in writing.
- 5.2. CONTRACTOR designates *(insert CONTRACTOR 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

CONTRACTOR's designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1. CONTRACTOR expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONTRACTOR is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. CONTRACTOR understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONTRACTOR 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 D, which is attached hereto and incorporated herein. CONTRACTOR shall maintain records of the total amount actually paid to each subcontractor. Any change of CONTRACTOR's listed subcontractors shall be subject to approval by DISTRICT's Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1. Indemnification

CONTRACTOR 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 CONTRACTOR's, its associates', employees', subcontractors', 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 C, Insurance Requirements.

ARTICLE 8 - NOTICES

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

(insert consulting firm's name)

(insert address)

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

or at such other address as shall have been last furnished in writing by CONTRACTOR to

DISTRICT.

Any notice which CONTRACTOR 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
Email: maura.bonnarens@ebmud.com

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

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 CONTRACTOR 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 CONTRACTOR shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation,

warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

- 9.7. There shall be no discrimination in the performance of this Agreement, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

Contractor 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.

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
Serge V. Terentieff
Director of Engineering and Construction

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____
(Name),
(Title)

Date _____

Rev. 3/5/2024

EXHIBIT A
SCOPE OF SERVICES

TO BE COMPLETED AFTER NEGOTIATIONS WITH CONTRACTOR COMPLETED

SCOPE OF SERVICES

East Bay Municipal Utility District Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

COMPENSATION

TO BE COMPLETED AFTER NEGOTIATIONS WITH CONTRACTOR COMPLETED

COMPENSATION

East Bay Municipal Utility District Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan

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

1. DISTRICT shall pay CONTRACTOR only the actual costs incurred, subject to the Maximum Cost Ceiling. CONTRACTOR certifies that the cost and pricing information used herein are complete, current and accurate. CONTRACTOR 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 CONTRACTOR services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subcontractor 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 CONTRACTOR an overhead expense equal to *(insert overhead rate)* percent of labor costs incurred by CONTRACTOR. CONTRACTOR 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 CONTRACTOR's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of DISTRICT's service area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking. (DISTRICT does NOT provide parking to CONTRACTOR in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONTRACTOR 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. Subcontractor Services

Subcontractor 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 CONTRACTOR is required to travel outside of DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
- 2.4.2. DISTRICT will pay for necessary and reasonable travel expenses provided the travel is approved in advance by DISTRICT Project Manager, and providing that:
 - Each expense is separately identified (air fare, hotel, rental car) with an amount and date incurred. Confirming documents may be requested.
 - Charged mileage for vehicle mileage shall not exceed the current allowable Internal Revenue Service rate.
 - Air travel is coach or economy rate for refundable tickets. Business and first class rates will not be reimbursed.
 - Lodging accommodations are moderately priced.
 - Meal charges are reasonable. (Reimbursement for meals will only be made in conjunction with out-of-town travel.)

- Taxis or shuttles are used rather than rental cars whenever cost effective.
- Rental cars are intermediate or compact class only.

2.5. Budget Amounts

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

The Maximum Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as EXHIBIT B-1 – Cost Distribution and EXHIBIT B-2 – Labor Distribution* Costs described above, comprising Direct Labor, Indirect Costs, Subcontractor Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6. Billing and Payment

CONTRACTOR shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in EXHIBIT A – Scope of Services. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (0.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subcontractor(s) and outside service(s) shall be attached. ***Where CONTRACTOR 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 CONTRACTOR within thirty (30) days, upon receipt of a proper CONTRACTOR 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, CONTRACTOR shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. Labor hours may be reallocated within the tasks without renegotiation of the Agreement with written approval from DISTRICT Project Manager in such a manner so as not to exceed

the Maximum Cost Ceiling. In no event shall the Maximum Cost Ceiling be increased unless there is a written amendment of this Agreement.

2.7. Budget Status Reports

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

2.8. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction

- 2.8.1. All contractors and subcontractors of any tier bidding on, or offering to perform 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).
- 2.8.2. 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).
- 2.8.3. 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.
- 2.8.4. 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.
- 2.8.5. Pursuant to Section 1774 of the Labor Code, 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.
- 2.8.6. 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 of its subcontractors. 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.

- 2.8.7. 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 Maximum Agreement Ceiling will be made for the CONTRACTOR's payment of these predetermined wage modifications.
- 2.8.8. 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 Services. 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.
- 2.8.9. 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.
- 2.8.10. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, 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, 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.

- 2.8.11. 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 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.
- 2.8.12. 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 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.
- 2.8.13. 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 Services; 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.
- 2.8.14. In the performance of a public works contract, 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 CONTRACTOR or any subcontractor willfully fails to comply with this requirement CONTRACTOR or subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.8.15. 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 Contractor. The following is provided to show format.)

EXHIBIT B-1 – Cost Distribution

East Bay Municipal Utility District
Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan

	CONTRACTOR						Subcontractors**						
	Direct Labor						Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting				Project Engineer	Assist. Engineer		Project Engineer	Assist. Engineer		
Hourly Rate (\$/hr.)	(***)	(***)	(***)	Total	Indirect Costs	ODCs*	(***)	(***)	Total Cost	(***)	(***)	Total Cost	Total
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 contractor markup in subcontractor hourly rates.

*** *Insert hourly rate.*

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

EXHIBIT B-2 – Labor Distribution*

East Bay Municipal Utility District
Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan

	CONTRACTOR				Subcontractors***						
					Subcontractor # 1			Subcontractor # 2			
	Project Manager	Project Engineer	Drafting	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Project Engineer	Assist. Engineer	Subtotal	Total
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 Contractor and subcontractor hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.)*

EXHIBIT C

INSURANCE REQUIREMENTS

SAME AS IN RFP

EXHIBIT D

CEP COMPLIANCE

**TO BE INSERTED BY DISTRICT BASED ON CEP INFORMATION PROVIDED BY
CONTRACTOR**

CEP COMPLIANCE

East Bay Municipal Utility District Main Administration Building and Adeline Maintenance Center Administration Building Restacking Plan

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

*

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



EXHIBIT E

DECLARATION OF ABILITY TO WORK ON PUBLIC WORKS PROJECTS

PROPOSERS are required to submit completed form with their bid.



DECLARATION OF ELIGIBILITY TO WORK ON PUBLIC WORKS PROJECTS

The undersigned hereby certifies under penalty of perjury under the laws of the State of California that in connection with bidding on:

The bidder is eligible to bid on public works projects in the State of California;

The bidder is not barred from bidding on or being awarded a contract for public works pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

The bidder has obtained from each and every sub-contractor it intends to employ on this project, a statement of eligibility to work on public works projects in the State of California indicating that the subcontractor is not barred from performing work on a public works project pursuant to California Labor Code Sections 1725.5, 1777.1 or 1777.7;

If at any time during the course of performing work for East Bay Municipal Utility District, the contractor (formerly known as the bidder) becomes, or any of its sub-contractors become, ineligible to work on public works projects in the State of California, the contractor will immediately notify East Bay Municipal Utility District of this fact in writing.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____