

REQUEST FOR PROPOSAL (RFP)

for Owner Advisor - Dewatering Improvements Project, Engineering Consultant Services

ADDENDA

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

CONTACT

Kevin Jim, Associate Civil Engineer
(510) 287-1608
kevin.jim@ebmud.com

RESPONSE DUE

December 19, 20**25**
12:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Kevin Jim, EBMUD
kevin.jim@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Owner Advisor – Dewatering Improvements Project

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I. STATEMENT OF WORK

A. SUMMARY OF SCOPE

It is the intent of this RFP to describe the professional engineering consultant services needed to fulfill the responsibilities of Owner Advisor for the Dewatering Improvements Project (Project).

The East Bay Municipal Utility District (District) has committed to build a new dewatering facility at its Main Wastewater Treatment Plant (MWWTP) to replace the existing dewatering facility and has chosen to implement the Project through the progressive design-build (PDB) collaborative delivery method. The Project will be the first project implemented by the District using PDB, and therefore the District is soliciting the services of an Owner Advisor (OA) to guide the District through the PDB process and provide support and expertise for the Project. The District has chosen the PDB method to achieve the following benefits:

- Selection of the PDB team through a qualifications-based process, resulting in the most qualified team designing and constructing the Project rather than selection based on the lowest responsive bid.
- Earlier understanding of the true project cost and improved mechanisms to control that cost, with greater transparency regarding why costs increase or decrease.
- Better identification of project risks and assigning those risks to the entity (District or PDB team) best positioned to mitigate them.
- Opportunity to bring innovative ideas that can reduce cost, shorten schedule, or improve the end product and overall value.
- Opportunity to improve the District's Contract Equity Program (CEP) participation during the Project.

The Project is the largest project that the Wastewater Department has implemented since the 1990s. Implementing the Project via PDB with the most qualified team will ensure the District receives the best value on a very challenging and important project. Because this Project is the first PDB project for the District, the OA will be a critical team member, and selecting the right OA will be a critical decision.

The District has completed a Basis of Design Report (BODR), included in Exhibit F, for the Project that identifies the necessary components and features of the new dewatering facility and makes assumptions about other non-essential features of the facility that needed to be defined to establish the project budget. The BODR will be the starting

point for establishing the project scope in collaboration with the OA and the PDB team, once selected.

The OA will provide services necessary to guide the District through successful implementation of the Project via PDB, on schedule and within budget through completion of the Project. The District has not yet implemented a project via PDB, and therefore the OA will have a critical role in proactively guiding the District through each step of the project, from procurement of the PDB team through Project closeout, helping the District to identify and define each critical milestone along the way. The District will need the selected OA to provide their experience, expertise, the right skills, and most of all flexibility to meet the project objectives.

B. PROPOSER QUALIFICATIONS

1. This contract includes services that qualify the work as a public works project.
2. See Exhibit A – RFP Response Packet and the submittal instructions for specific materials to be included in the proposal. Proposer’s qualifications should be addressed in the Statement of Qualifications (SOQ).
3. Proposer Minimum Qualifications
 - a. Lead Firm
 - (1) The lead firm shall oversee and coordinate all aspects of the proposed project team’s scope of work. The lead consulting firm must provide information that demonstrates its experience on projects of similar type, size, and complexity as the current Project under consideration. Experience must include at least two (2) collaborative delivery projects (progressive design-build projects are preferred) as an owner advisor or lead role as a program manager for a wastewater or water treatment plant within the last ten years. The relevance of cited projects, and the experience of specific individuals proposed for the current Project, should be emphasized.
 - b. Project Manager
 - (1) The Project Manager will be the primary client contact and is responsible for the day-to-day management of the Project and ensuring that the project goals and objectives are achieved and that the project scope, budget, and schedule are met. For the proposal, provide both technical and project management qualifications for the proposed Project Manager, who must meet the following minimum requirements:

- (a) Must have had experience successfully completing at least two collaborative delivery projects (progressive design-build projects are preferred) as an owner advisor or program manager for a wastewater or water treatment plant within the last ten years, each with a minimum fee of \$1,500,000.
 - (b) Must be an employee of the lead firm and have at least ten years of experience managing civil/water/wastewater process, structural, planning, design, or construction projects for water or wastewater treatment facilities.
 - (c) DBIA Design-Build Professional® certification is preferred but not required.
- c. The Qualifications of the proposer’s firm, any subconsultant(s), and project team must collectively demonstrate experience on projects of similar type, size, and complexity as the proposed Project.
 - d. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

Refer to Exhibit E – Scope of Work for more information.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	November 6, 2025	
Proposal Conference (Optional)	November 17, 2025 @ 10:00 a.m. PST	Please email kevin.jim@ebmud.com for a video conference invitation link.
Site Walk (Optional)	November 18, 2025 @ 11 a.m. PST at MWWTP Entrance	Please email kevin.jim@ebmud.com for meeting details and requirements.
Questions to EBMUD Due	November 21, 2025 by 5:00 p.m. PST	
Addendum (if necessary)	December 5, 2025	
Response Due	December 19, 2025 by 12:00 p.m. PST	
Potential Interviews	January 21, 2026	
Anticipated Contract Start Date	April 14, 2026	

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. **PROPOSAL CONFERENCE AND SITE WALK (OPTIONAL)**

A proposal conference and site walk will be held to:

1. Allow the District to discuss the scope of the Project.
2. Provide Proposers an opportunity to view the existing facility and the future project site.
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 level of effort.
3. The District reserves the right to award to a single or to multiple Professional Service Providers, dependent upon what is in the best interest of the District.
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 level of effort, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District’s requirements as set forth in this RFP.

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Project Manager Qualifications 1. How many projects has the Project Manager completed as an OA for wastewater treatment facilities, including projects involving solids dewatering? 2. Does the Project Manager have OA experience supporting “first-time” or less experienced owners? How many? 3. Has the Project Manager delivered PDB projects using effective methods or approaches tailored to a PDB project? 4. Has the Project Manager demonstrated effective facilitation to help build consensus among diverse stakeholders? 5. Does the Project Manager demonstrate strong capabilities and relevant experience in project management and in coordinating multiple subconsultant teams?

B.	Project Team Qualifications 1. How many relevant projects has the project team completed as an OA for wastewater facilities via PDB, including solids dewatering, of similar size and complexity? 2. Does the project team demonstrate breadth and depth of technical expertise relevant to the Project, including solids treatment processes; civil, structural, geotechnical, electrical, and instrumentation and control (I&C) disciplines; strong capabilities in cost estimating; as well as inspection and construction management support during the Construction Phase? 3. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the Project requires? 4. How extensive is the applicable education and experience of the personnel designated to work on the Project? 5. Does the project team have the availability, proximity, and responsiveness to perform the work? 6. Has the project team successfully worked together on previous assignments?
C.	Project Approach The Proposer will be evaluated to determine the following: 1. Effective methods of carrying out the scope of the work 2. Potential for innovative approaches and solutions 3. Demonstrates a clear understanding of the deliverables, schedule milestones, and the District’s expectations 4. Does the project team organization chart demonstrate an effective and cohesive project team? 5. The project team’s demonstrated ability to leverage market outreach and industry relationships to attract prospective PDB teams
D.	References (See Exhibit A – Proposal Response Packet) References are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score. References are considered heavily in the District’s decision to award the contract. It is the Proposer’s responsibility to verify their references are reachable at the provided contact information. Proposers are encouraged to highlight exceptional references with direct quotes in their proposals.
E.	Oral Presentation and Interview The Proposer will be evaluated based on how well they present their Proposal, conduct the interview, and respond to the panel’s questions, as well as how effectively the team demonstrates effective collaboration, cohesion, and the ability to work together as an integrated team. The oral interview will consist of questions asked of each of the Proposers and additional specific questions regarding the specific RFP response. Invitations for the interview and presentation are only given to shortlisted Proposers. Proposed key staff must be included as part of the interview team.

F.	Contract Equity Program Compliance Proposer shall be eligible for SBE or DVB E preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.
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C. PRICING

1. Prevailing Wages:

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

The Consultant 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 Consultant and any Subconsultant shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Consultant 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 Consultant or by any Subconsultant. 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 Consultant. The Consultant 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 Consultant because of payment by Consultant 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 Consultant 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 Districts 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: Kevin Jim, Associate Civil Engineer

EBMUD Wastewater Engineering Division
E-Mail: kevin.jim@ebmud.com
PHONE: (510) 287-1608

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Kevin Jim, Associate Civil Engineer
EBMUD Wastewater Engineering Division
E-Mail: kevin.jim@ebmud.com
PHONE: (510) 287-1608

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hard-copy proposals will be accepted. RFP responses, in their entirety, in pdf format and prior to the bid due date/time RFP submittals, shall be submitted electronically by electronic mail (e-mail) to kevin.jim@ebmud.com. The District's email has limitations on attachment size. Attachments must be less than 25 megabytes. If the file exceeds the limit, multiple emails may be sent to submit the full RFP response. 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. Proposers may call (510) 287-1608 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.

5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

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



EXHIBIT A
RFP RESPONSE PACKET
RFP For – Owner Advisor - Dewatering Improvements Project

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- **SUBMITTAL SHALL CONTAIN THE FOLLOWING:**
 - **EXHIBIT A – RFP RESPONSE PACKET**
 - **INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”**
 - **EXHIBIT B – INSURANCE REQUIREMENTS**
 - **EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION**
- **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
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SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. The letter of transmittal should clearly identify the Consultant, the office location(s) where the work would be performed, the project manager, key technical personnel, and subconsultants that will perform the work. The letter should be signed by an individual having authority to execute an agreement with EBMUD.
2. **Firm Experience:** RFP response shall include a description of the Proposer's experience and qualifications for providing services for this Project. Description shall contain information on similar type of projects completed. Description for the qualifying projects must include client name, scope highlights, personnel involved and role, year completed, construction cost, contract fee, lead firm name, and contact information.
3. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. 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 educational background;
 - (d) The person's relevant experience, certifications, and/or merits; and
 - (e) The person's telephone number and e-mail address.

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

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

4. **Project Team Organization Chart:** Provide an Organizational Chart that illustrates the team structure. Note the firm name and title/role for each team member.

5. **Project Approach:** The proposal should include a clear and complete discussion of how each task in Exhibit E, as applicable, will be completed and in sufficient detail to present the proposed approach. In general, the project approach should demonstrate how the Proposer will:

- Apply effective methods to perform the scope of work and provide support throughout the Project.
- Facilitate collaboration, communication, and informed decision-making among the District, the PDB team, and other project stakeholders.
- Provide value through technical insight, innovation, and risk management strategies that enhance project outcomes.
- Align staffing, resources, and schedule to ensure timely, coordinated, and high-quality delivery of OA services.

Quality Assurance/Quality Control (QA/QC) - provide a description of the approach for QA/QC on the Project during design and construction.

Market Outreach and Sounding - provide a description of the timeline and approach to market outreach and market sounding, and examples of how the OA has used the proposed or similar approaches successfully on past projects including metrics such as the number of Statements of Qualifications (SOQs) received and the level of competition achieved.

Clearly identify planned meetings, activities where District involvement is required, and activities where outside party involvement is required for each task. Portions of separate tasks may be performed concurrently. Task and subtask dependency should be reflected in the Proposer's schedule.

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

6. **Project Management:** The proposal should describe how the Proposer's Project Manager proposes to:

- Coordinate all deliverables. Draft reports are required prior to all final reports.
- Attend and support project management and/or working meetings with EBMUD.
- Manage schedule and budget and report progress.
- Address any performance issues that may arise during the period of the contract.
- Ensure quality assurance/quality control for work.
- Coordinate and work effectively with District staff.
- Coordinate and work effectively with subconsultants, the PDB team, and outside agencies.

- See Exhibit E – Scope of Work, Task 1 - Project Management.

Identify the Project Manager and Key Personnel that will lead the project efforts. Indicate any tasks that the Proposer assumes will be completed by EBMUD.

7. **References:** A minimum of three (3) references MUST be included for the relevant experiences listed for each person. References may be common between key personnel if a relevant experience applies to multiple persons, assuming the reference is able to provide feedback for each person's performance on the listed relevant experience. For example, if three team members worked on the same project, then a single reference could count as one reference for each person and be included in each Key Team Member's reference sheet. A template for reference information is included in Exhibit A - RFP Response Packet for firms to provide reference information.
- (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
 - (b) Proposer must include each key personnel name and experience in the "Services Provided / Date(s) of Service" so the District may easily identify which references are associated with each personnel/experience.
 - (a) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (b) 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.
8. **Labor Hours by Task (up to completion of Procurement Phase only):** Provide a detailed breakdown of labor hours by Task and positions, including subconsultants. The estimate of labor hours presented in the proposal will provide a basis for contract negotiations with the selected Proposer. The Proposer may use the table provided below as a template.

	Estimated Labor Hours by Task		Total Hours per Task
	Project Manager	... (Add column for each appropriate role)	
Task 1			(Sum hours for this task)
Task 2			
... (add a new row for each Task in Exhibit E)			

Total Hours per Role	(Sum hours in rows above within this column)	(Sum hours in rows above within this column)	(Total Project Hours – up to completion of Procurement Phase only)
----------------------	--	--	--

9. **Schedule:** The Proposal shall include a detailed schedule, **up to completion of Procurement Phase only**. The schedule should indicate how the Proposer will ensure adherence to the timetables for completing the tasks and deliverables outlined in this RFP. Clearly identify the critical path and tasks that can be worked on concurrently. The major milestone deliverable dates must be included (at a minimum) for each Deliverable in Exhibit E, Scope of Work.
10. **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) Proposer is encouraged to contact the District with questions regarding the RFP, if necessary, during the proposal phase.
 - (c) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
11. **Contract Equity Program:**
- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.
12. **Submittal Length:**
- | <u>Item</u> | <u>Page Limit</u> |
|--|-------------------|
| Transmittal Letter | 2 |
| Firm Experience and Key Personnel | 10 combined |
| Project Approach | 10 |
| Project Management | 4 |
| Project Team Organization Chart | 1* |
| Labor Hours by Task (up to completion of Procurement Phase only) | 2* |
| Schedule (up to completion of Procurement Phase only) | 1* |
| References | As needed |
| Exceptions, Clarifications, Amendments | As needed |

Contract Equity Program Forms

Resumes

Exhibit D Iran Contracting Act Sheet

*Each 11" by 17" page can count as one page for this item

As needed

Max 2 per person

1



REFERENCES

RFP For – Owner Advisor - Dewatering Improvements Project

Proposer Name: _____

Key Team Member Name: _____

Proposer must provide a minimum of three (3) references per Key Team Member.

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 – Owner Advisor – Dewatering Improvements Project

Proposer Name: _____

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	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

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 coverages 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: \$3,000,000
Aggregate Limit: \$3,000,000

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: _____

VI. 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

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT (DRAFT)

Note: Exhibit C is provided as a sample template for reference only.

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT
*Owner Advisor – Dewatering Improvements Project***

THIS Agreement is made and entered into this _____ day of *(month)*, 2026, by and between **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, hereinafter called “DISTRICT,” and ***(CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])***, hereinafter called “CONSULTANT.”

WITNESSETH

WHEREAS, DISTRICT requires consulting services for *(need for project)*; and

WHEREAS, DISTRICT has completed *(completed projects that pertain to this project - optional)*; and

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services as ***Owner Advisor*** for the ***Dewatering Improvements Project*** and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1. CONSULTANT agrees to furnish services set forth in 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 Scope of Services.
- 1.2. It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the **engineering** profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.3. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.4. 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 CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.5. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.6. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.

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

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services, DISTRICT agrees to pay CONSULTANT 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 the Compensation section, attached hereto and incorporated herein. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONSULTANT certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONSULTANT shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

- 3.1. This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed,

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

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

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

ARTICLE 4 - TERMINATION

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

(Optional)

- 4.3. This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of CONSULTANT.

ARTICLE 5 -PROJECT MANAGERS

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

- 5.2. CONSULTANT designates *(insert CONSULTANT Project Manager's name)* as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager. *(The following sentence is optional.)* CONSULTANT hereby commits an average of *(1 to 100)* percent of *(CONSULTANT Project Manager's name)* time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

- 6.1. CONSULTANT expressly agrees that this Agreement is subject to DISTRICT's Contract Equity Program ("CEP"). CONSULTANT is familiar with the DISTRICT's CEP and Equal Opportunity Guidelines and has read and understood all of the program requirements. CONSULTANT understands and agrees to comply with the CEP and all requirements therein, including each of the Good Faith Efforts. CONSULTANT further understands and agrees that non-compliance with the CEP requirements may result in termination of this Agreement.
- 6.2. Designated CEP compliance for the duration of this Agreement is listed in the CEP Compliance section, which is attached hereto and incorporated herein. CONSULTANT shall maintain records of the total amount actually paid to each subconsultant. Any change of CONSULTANT's listed subconsultants shall be subject to approval by DISTRICT's Project Manager.

6.3. INDEMNIFICATION AND INSURANCE

Indemnification

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

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

(For construction management support Agreements only – delete if not applicable)

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

6.4. ***(For construction management support Agreements only - delete if not applicable)***

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

6.5. ***(For construction management support Agreements only - include only if design consultant and CONSULTANT are not the same – delete if not applicable)***

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

6.6. Insurance Requirements

Insurance Requirements are as stated in the Insurance Requirements section.

ARTICLE 7 - NOTICES

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

(insert consulting firm's name)

(insert address)

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

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

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

Director of **Wastewater Department**

P.O. Box 24055

Oakland, CA 94623-1055

Email: (Kevin.Jim@ebmud.com)

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

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

ARTICLE 8 - MISCELLANEOUS

- 8.1. This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 8.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 8.3. 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.
- 8.4. 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.
- 8.5. This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 8.6. 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.
- 8.7. 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. CONSULTANT 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.

Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 9 - 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: _____
(Name),

Date _____

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____
(Name),
(Title)

Date _____

SCOPE OF SERVICES

SCOPE OF SERVICES

East Bay Municipal Utility District *Owner Advisor – Dewatering Improvements Project*

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

COMPENSATION

COMPENSATION

East Bay Municipal Utility District *Owner Advisor – Dewatering Improvements Project*

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

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

2.1. Direct Labor

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

2.2. Indirect Costs

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of 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 CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/ FAX

charges.

- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at *(insert rate)* cents per mile when CONSULTANT is required to travel outside of 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 Cost Distribution and Labor Distribution Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6. Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in 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 subconsultant(s) and outside service(s) shall be attached. ***(Insert the following sentence if paragraph 2.8 below applies and is included in agreement. "Where CONSULTANT is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports.")*** DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, ***(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")***, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subconsultant Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. ***(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.4.")***

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the authorized Maximum Cost Ceiling is reached, CONSULTANT shall complete the agreed-upon work for the authorized Maximum Cost Ceiling. Labor hours may be

reallocated within the tasks without renegotiation of the Agreement with written approval from 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, CONSULTANT 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 CONSULTANT and subconsultant 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 consultants and subconsultants 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 consultant and subconsultants' 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 consultants 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. CONSULTANT 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, CONSULTANT and any of its subconsultants shall not pay less than the specified prevailing rate of

wages to all workers employed in the execution of the contract.

- 2.8.6. CONSULTANT 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 CONSULTANT or by any of its subconsultants. 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 CONSULTANT.
- 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 CONSULTANT's payment of these predetermined wage modifications.
- 2.8.8. CONSULTANT and each subconsultant 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 CONSULTANT and subconsultant 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, CONSULTANT shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONSULTANT must comply with said Section. Should noncompliance still be evident after such 10-day period, CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT or by any subconsultant 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. CONSULTANT and every subconsultant 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, CONSULTANT and any subconsultant 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 CONSULTANT or any subconsultant willfully fails to comply with this requirement CONSULTANT or subconsultant shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.8.15. CONSULTANT and every subconsultant 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>.

Cost Distribution

East Bay Municipal Utility District Owner Advisor – Dewatering Improvements Project

	CONSULTANT						Subconsultants**						
	Direct Labor						Subconsultant # 1			Subconsultant # 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 consultant markup in subconsultant hourly rates.

*** *Insert hourly rate.*

Labor Distribution*

East Bay Municipal Utility District Owner Advisor – Dewatering Improvements Project

	CONSULTANT				Subconsultants***						
					Subconsultant # 1			Subconsultant # 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 **CONSULTANT** and subconsultant hours. Also, include the percent time commitment for key personnel if a critical issue for success of the project.)

INSURANCE REQUIREMENTS

NOTE: See Exhibit B for Insurance Requirements

CEP COMPLIANCE

Completed P-25 as required per the District's Contract Equity Program and Equal Employment Opportunity Guidelines

CEP COMPLIANCE

East Bay Municipal Utility District *Owner Advisor – Dewatering Improvements Project*

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

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

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



EXHIBIT D

IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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



EXHIBIT E

SCOPE OF WORK (PRELIMINARY)

ANTICIPATED OA RESPONSIBILITIES

The OA will lead the team in providing expertise and experience to support the District in the procurement, technical, and delivery support/oversight and management of the Project. The OA will provide services throughout the duration of the Project, until the new dewatering facility is fully operational and the PDB contract is closed out. The OA's responsibilities will vary over the duration of the Project, according to the following contract phases:

- **Pre-Procurement** – The period between notice to proceed (NTP) of the OA contract and advertisement of the PDB Request for Qualifications (RFQ).
- **Procurement** – The period between advertisement of the RFQ and NTP for the PDB team, including the Request for Proposals (RFP) and PDB contract negotiations.
- **Design and Pre-Construction (Phase 1)** – The phase between NTP for the PDB team and when a final Guaranteed Maximum Price (GMP) is agreed to.
- **Construction (Phase 2)** – The phase following agreement of the GMP, during which the design is finalized and the facility is constructed. This phase includes start-up, commissioning, acceptance testing of the completed facility, and project close-out.
- **Start-up, Commissioning, and Acceptance Testing (Phase 2)** – Activities within the Construction phase where the facility is tested and confirmed to meet project performance requirements through the point where the facility is handed over to District operations.
- **Project Close-out (Phase 2)** – The final portion of the Construction phase during which final punch-list items are completed and final documentation including updated O&M manuals and as-built/record drawings are submitted.

Above all, the OA will be asked to facilitate a “project first” mentality, encouraging all parties involved in the Project to focus first on actions that lead to successful completion of the Project, on time and within budget, and meeting the Project goals and objectives. In doing so, the District needs the OA to facilitate collaboration and encourage cooperation and innovation among all team members.

PRELIMINARY SCOPE OF WORK

The specific duties and responsibilities of the OA anticipated by the District at this time are described in the tasks below. **Proposers to this RFP are encouraged to include any additional tasks or modifications to these tasks as deemed necessary to make the Project successful and to provide the best value.**

Task 1 – Project Management

Intent of Task: *This task is for management of the OA contract itself and is to ensure the OA tasks are completed within budget, on schedule, and with sufficient and clear communication to the District project manager and all District stakeholders involved in the Project.*

- 1.1 **Meetings** - The OA and District staff shall meet to coordinate OA responsibilities throughout the Project. In addition to regular OA-District coordination meetings, the OA shall include a project kickoff meeting. The OA shall prepare an agenda and meeting minutes for each meeting under this task, and coordinate and conduct additional meetings with the District as needed.
- 1.2 **Monthly Project Status Report** - The OA shall submit a contract status report to the District with its invoice, on a monthly basis, to provide an accurate accountability of work effort rendered by the OA under this contract and a continuous appraising and monitoring of both work progress and budget conditions.
- 1.3 **Project Schedule** – The OA shall maintain an OA-specific Project Schedule that identifies all action items, tasks, and activities that the OA is directly responsible for, how they interact with the overall project schedule (i.e., which items are critical path), and update the schedule at a minimum of once per month, but more frequently if required by the District. Updates and progress shall be summarized in the monthly project status report.

Task 2 – Develop Project Goals and Objectives

Intent of Task: *The selected OA will act as a direct extension of the District, with the District’s perspective in mind. For this task, the OA will take the Project goals and objectives developed in the BODR and consider them drafts that need improvement. The goals developed in this task will be high-level, “big picture” statements of the desired long-term outcome of having a reliable dewatering facility that greatly reduces long-term maintenance costs and provides the best life-cycle value. The OA should also consider how the project team will implement the Project to stay within budget and on schedule. The goals should be broad enough that they cover all elements of the Project. The goals should also be clear and succinct, so all team members can adopt them quickly and readily, and also challenge team members to stretch for excellence.*

The objectives developed in this task should be specific, measurable, achievable, relevant, and time-bound (SMART), and should be extensive enough that all actions taken by all team members on the Project lead to achieving one or more objectives. Objectives should be grouped beneath specific goals so that all objectives encourage actions that lead to achieving the Project goals.

Developing Project goals and objectives will be the first and most critical task that the OA will take on. Establishing effective goals and objectives will set the groundwork for encouraging all Project team members to take a “project first” mentality. The “project first” mentality entails looking to the goals and objectives to guide decisions, in contrast to team members looking out for their specific self-interest and straying from achieving the Project goals and objectives. The

District expects the OA to lead the process to get from the draft Project goals and objectives developed under the BODR, hold workshops to improve them, and produce Project memoranda to finalize and document them. The OA should also produce visual aids that can be used through the duration of the Project to share the goals (definitely), and objectives (if possible, given space constraints) to team members and regularly remind them of what the “project first” mentality means.

Deliverables under this task shall include the following:

- 2.1 Draft Project Goals & Objectives, in the form of a Word document and PowerPoint slides for review by project stakeholders.
- 2.2 Meeting agenda and minutes for Project Goals and Objectives workshops.
- 2.3 PowerPoint slides for one or more Project Goals and Objectives workshops.
- 2.4 Draft and Final Project Goals and Objectives memo that thoroughly and completely documents the Project goals and objectives development process and final goals and objectives.
- 2.5 Visual aids that could potentially include hand-outs, posters, graphics, pamphlets, and/or other forms to distribute to Project team members and stakeholders to clearly communicate the Project goals and objectives. These visual aids can be used as regular and continuous reminders to keep a “project first” mentality.

Task 3 - Project Controls Plan Development

Intent of Task: *The District is committed to making this Project—the District’s first implemented through PDB delivery method—an undisputed success, and therefore a clear and well-defined system of project controls established at the outset of the Project is essential. A “Project first” mentality requires that all team members share a common framework and a high standard of performance. The Project Controls Plan will establish that level of performance to ensure the Project’s scope is completed, while staying within budget and delivered on schedule.*

The Project Controls Plan is expected to have the following, at a minimum:

- 3.1 **Baseline Scope Development Process** – The OA shall, as part of the Project Controls Plan, establish a process for formally defining the scope of work to be completed by the PDB team. The District has developed a BODR for the Project that defines major process elements of the Project that are either (1) required, (2) preferred, but not required, (3) acceptable, or (4) disallowed. The indicative design does not represent the baseline scope but serves as a starting point to communicate design intent and areas within the project scope that could be considered for modification by the PDB team. The selected PDB team will be expected to bring new ideas to the table that will improve on the indicative design while still meeting the goals of the Project. Once the PDB team is on board, the OA shall implement this process, working with both the

District and the PDB team, and subject to final District approval, to define the baseline scope. The approved baseline scope will form the basis for developing the baseline schedule and baseline budget during Phase 1 of the PDB contract.

- 3.2 **Baseline Schedule Development** – As part of the Project Controls Plan and based on the baseline scope, the OA shall establish the process for developing, reviewing, and approving the Project’s baseline schedule, including defining the required level of detail. Once the PDB team is on board, the baseline schedule shall be developed by the PDB team, with input from the OA and the District. The schedule shall include all major milestones from the PDB contract Notice to Proceed (NTP) through project closeout.
- 3.3 **Baseline Budget Development** – As part of the Project Controls Plan, the OA shall establish the process and requirements for developing, reviewing, and approving the Project’s baseline budget, including the required level of detail and cost breakdown structure. Once the PDB team is on board, the baseline budget shall be developed by the PDB team, with input by the OA and the District. The baseline budget will serve as the cost baseline for monitoring and managing project performance through completion.
- 3.4 **Develop Schedule Management Process** – The OA shall establish methods for updating the baseline project schedule and tracking deviations from baseline, including required minimum frequency of updates and the methods for initiating changes, reviewing updated versions, and approving the changes. The schedule should show the changes from the baseline explicitly.
- 3.5 **Cost Management** - Develop tools for tracking project costs for the overall Project to prevent overspending. Define minimum expectations for reporting for all project team members (OA, PDB team, District team, and any other support teams).
- 3.6 **Risk Management** – Develop a risk register to manage risk throughout implementation of the Project. A draft risk register is included in Exhibit F. The risk register shall have the following elements, at a minimum:
- Risk identification number.
 - Risk description – Succinct description of the risk, the cause of the risk, and the consequence of the risk.
 - Risk name/title – Shortened name for the risk description.
 - Status – Status categories defined in consultation with the District.
 - Risk category – Define categories in consultation with the District.
 - Phase – Project phase when the risk is most likely to result in consequence.
 - Owner – Party that is best situated to mitigate the risk—who “owns” the risk?
 - Date identified/Date updated.
 - Risk probability of occurrence.
 - Estimated cost impact, pre- and post-mitigation.

- Schedule impact.
- Risk response strategy – Strategies will be developed by OA in consultation with the District.
- Response/Action Plan – Succinct summary of method to mitigate the risk. Can include reference to outside documents that more thoroughly describe the response/action plan.

The OA shall collaborate with the District to develop a method for scoring the relative level of risks identified in the Project and the methods for mitigating the risks. The OA shall develop a Risk Register Technical Memorandum (TM) that defines all the above categories, and any other that enhance the utility of the risk register in managing risks throughout project implementation. The TM shall describe the risk scoring system for prioritizing and categorizing risks, and the methods used to assign monetary values to risks using contingencies and allowances in the PDB contract.

As described under Task 5.8 below, the OA shall have primary responsibility for maintaining and updating the project risk register throughout project implementation, including during Phase 1 and into construction, in collaboration with the District and the PDB team. The OA shall also establish and manage the process for identifying and adding new risks to the register.

- 3.7 Team and Decision Management** – In consultation with the District, the OA shall define roles and responsibilities for all project team entities, including the District, the OA, and the PDB team. The roles and responsibilities will define who has authority to make decisions in all anticipated situations, and process for submitting decision items for approval.

District staff that will have roles in the Project include management, engineering, operations and maintenance, environmental and regulatory compliance, legal, risk management, purchasing, budget and accounting, information technology, security, facilities management, and others.

- 3.8 Change Management Process** – The OA shall establish a process for identifying, submitting, reviewing, and approving proposed changes to the scope of the Project. All proposed project scope changes must have schedule and budget impacts developed before approval, and the PDB team must commit to an amended schedule and budget as defined in the proposed change.

- 3.9 Performance Measurement** – The OA shall develop a system of defining, measuring and tracking performance toward the SMART objectives developed under Task 2. The OA will be responsible for continually measuring progress on project objectives and regularly reporting to the District and PDB team as the Project progresses. Progress updates should be developed in a memo format and occur at a minimum quarterly,

but unofficial progress should be reported at all project progress meetings, however frequent that is.

3.10 Quality Assurance/Quality Control (QA/QC) Plan – The OA shall submit a description of their proposed approach for QA/QC on the Project for the design and construction as part of their proposal. The selected OA shall develop a detailed QA/QC plan with the District prior to the procurement of a PDB team, and the final QA/QC plan shall be included in the RFQ/RFP for the PDB Team.

3.11 Project Document Management – The OA shall submit a proposed method for project document management, including computer aided design and drafting (CADD) software, file sharing platforms, and asset management information, that they view is most compatible with success on this Project. The District currently uses Microsoft's OneDrive and SharePoint for file sharing, Kahua for construction phase document management, and Maximo for asset management, but the District is interested in additional methods that would improve document management over the life of a PDB project, as well as post-project documentation. The District's Wastewater Department also has CADD standards that shall be used as appropriate. The selected OA shall work in consultation to select the appropriate document management, CADD files, and files sharing systems to foster collaboration, efficiency, and proper documentation of project progress.

Task 4 – Procurement Phase

Intent of Task: *To select the most qualified and best fit PDB team that will focus on a “project first” mentality for the Project, focusing all their expertise, experience, and effort on meeting the Project goals and objectives. The OA will play a critical guidance role in the PDB procurement phase and is expected to bring a breadth and depth of experience in procuring PDB teams to get the most qualified teams to submit statements of qualifications (SOQs) and proposals, and to help the District select the best PDB team for this Project.*

4.1 Conduct Market Outreach and Sounding - The step immediately preceding the formal procurement will include market outreach activities to publicize the Project, followed by a more formal process of market sounding to connect with prospective PDB teams. The market sounding stage is intended to understand which PDB teams are interested and available to pursue the Project, and to solicit feedback from the prospective PDB teams prior to the release of a formal RFQ/RFP. Market sounding discussions will focus on sharing the scope, schedule, and budget of the Project to prospective PDB teams, while PDB teams may provide more details about their availability, the schedules of other projects coming to market that may conflict with this Project, as well as feedback about the Project itself and the high-level contract terms that the District is including in the

PDB contract. The OA will facilitate these meetings and communications to exchange any information that will be useful to attract the most qualified PDB teams for the Project.

4.2 Develop Design and Performance Requirements: The OA will review the BODR developed during the Planning Phase of the Project, confirm the requirements and/or design criteria for process performance, and establish construction performance requirements. During the early phase of the OA contract, the OA will facilitate discussions with the District's key decision makers and subject matter experts to define clear performance criteria for the Project. These criteria will include some combination of minimum percent solids for dewatered cake, minimum reliability/equipment availability, minimum capacity (both solids and hydraulic loading), optimized polymer dosing, and anything else that together would incentivize the PDB team to achieve the "best value" or lowest life-cycle cost for the District. The performance criteria could also include unit-based measures such as polymer efficiency (e.g., "kilograms [kgs] of polymer per dry ton solids produced"), energy efficiency (e.g., "kilowatt-hours [kWh] consumed per dry ton solids produced"), and overall operations and maintenance (O&M) cost efficiency (e.g., polymer use plus energy use plus projected O&M labor hours per dry ton solids produced). The OA will capture the performance outcomes the District is trying to achieve through definition of these performance criteria, and any design criteria necessary to achieve the performance criteria. The OA will also be asked to create an implementation process to ensure these requirements are embedded into procurement and contract documents, and include some combination of incentives and penalties to maximize the likelihood that the resulting dewatering facility will produce maximum benefits for the District. These requirements shall be enforceable throughout the project lifecycle.

4.3 Prepare and Review Procurement Documents: One of the most critical roles the OA will play on this Project is assisting in developing, facilitating review of, and refining all procurement documents (e.g., RFQs, RFPs, draft contract documents, and technical exhibits) for the PDB contract. The District has never implemented a project via PDB, and this Project is the pilot for what is expected to be a future core option for delivering other key projects for the District's capital improvement program. Therefore, the District is looking for an OA who can lead the development of these documents to ensure the Project is delivered successfully. The District will also be utilizing outside counsel for guidance in developing these documents, so the OA will be required to work closely with both the District's Office of General Counsel (OGC) and that outside counsel firm during the pre-procurement phase. The District is looking to ensure documents are

complete, reflect the District's goals and objectives of the Project, cover the identified risks, and are structured to deliver the performance requirements defined in the previous subtask.

4.4 Define Evaluation Criteria: With input from the District, the OA shall establish evaluation criteria for the PDB team selection that align with the District's goals and objectives. Under this task, the OA shall manage the process of developing evaluation criteria to select the best PDB team. The District shall make the final determination of the evaluation criteria.

4.5 As-Needed Support during RFQ, RFP, and Selection Process for PDB Team: Assist with the PDB team selection process, including:

- Coordinate and conduct procurement-related meetings and briefings as needed.
- Schedule, organize, and facilitate pre-proposal meetings and site tours.
- Manage the proposer question submittal process during the RFQ and RFP stages, ensuring timely and accurate responses.
- Provide expertise to evaluate proposals' technical approach, including expertise in dewatering process design, discipline expertise (e.g., structural, geotechnical, or other technical disciplines), cost estimating and evaluation, construction and construction sequencing, risk management, startup and commissioning, and any other technical expertise that may be necessary to quickly evaluate the efficacy and impact of proposed technical solutions submitted in the proposals.
- Draft and issue addenda to procurement documents as needed.
- Support proposal evaluation, including developing evaluation tools and scoring. The OA shall submit examples of evaluation methodologies and scoring systems from previous PDB procurement efforts that have shown to be effective and could be applied to this Project.
- Assist in conducting interviews with shortlisted firms.
- Provide input on the District's selection of the top rated PDB team.

4.6 Contract Negotiation Support - The District shall lead the technical and commercial negotiations with the PDB team, with support from the OA. The OA shall assist the District by evaluating contract terms, optimizing contract structure, and ensuring alignment with the District's goals, risk tolerance, and budget. The OA shall coordinate with District staff and provide recommendations to support District decision-making, with the District retaining responsibility for, and authority over, final negotiation decisions. The initial contract price established in this phase of the Project will cover Phase 1, preconstruction and design.

4.7 Facilitate “Not Selected” Debrief Meetings – Schedule and facilitate debrief meetings with firms not shortlisted (in the RFQ stage) and not selected (in the RFP stage), if requested by PDB teams.

4.8 Define Project Organizational Structure: Develop a detailed project organizational chart including all necessary roles, their organization, and their primary responsibilities on the Project. Develop a responsibility table or matrix to identify all necessary roles and responsibilities for the Project and define which members of the District, OA, and the selected PDB team are assigned to those roles and responsibilities throughout the design and construction phases.

Task 5 - Preconstruction and Design Phase (Phase 1)

Intent of Task: *The level of effort under this task for the OA selected under this procurement is not precisely defined at this stage in the Project. The District anticipates that the scope of work and precise budget for Phase 1 of the PDB contract will be negotiated prior to NTP of the selected PDB team, but not sooner. Therefore, the information provided herein is a general guide for services the District expects to need from the OA, but that may change prior to authorization of this task.*

The OA shall provide support for the full design, permitting preparation, cost estimating, and planning for the construction and commissioning of the New Dewatering Building by the PDB team. The OA shall also support negotiation of the guaranteed maximum price (GMP).

5.1 Meetings – Conduct a design kickoff meeting and regular progress meetings with the PDB team and District staff to keep the District informed on design progress and issues. The OA shall also prepare an agenda and meeting minutes and distribute them for review and comments from attendees.

5.2 Design Submittal Workshops – Attend design workshops for each design submittal package. The OA shall provide staff with technical expertise in sludge dewatering process and other disciplines as requested by the District sufficient to cover all technical aspects relevant to the Project.

5.3 Design Submittal Reviews – Assist the District with design reviews and providing consolidated written comments on each design submittal, including but not limited to identifying any conflicts between engineering disciplines (e.g. mechanical and electrical designs), identifying concerns with preconstruction and construction strategies, commissioning and acceptance testing of equipment, identifying the temporary systems needed to maintain existing operations during construction, reviewing plans on the sequencing of demolition and decommissioning work, and

addressing requirements for function, cost, quality, time and logistics. The OA shall also review responses to previous comments and verify that all previous comments have been appropriately addressed and/or incorporated into the Project's design.

- 5.4 **Cost Estimates** – Prepare independent engineer's cost estimates at key design milestones to inform and validate the PDB team's cost proposals.
- 5.5 **Project Alternatives** – Lead and assist the District with evaluation of alternative design options or scope additions, if proposed by the PDB team, and evaluate the cost proposals from the PDB team and the risks involved in each alternative.
- 5.6 **Project Performance Criteria** – Support the District in collaboratively establishing performance requirements with the PDB firm and in negotiating performance criteria and guarantees at the conclusion of Phase 1.
- 5.7 **Permit Assistance** – Assist with the process of identifying, applying for, and securing permits necessary to complete the Project. The OA shall coordinate with the PDB team to establish responsibility for submitting permit applications, and which parties are responsible for development of all materials necessary for inclusion in permit applications. The OA shall track progress on permit applications to ensure minimal impact to the overall project schedule and identify ways to move the Project forward if the permit becomes the critical path activity.
- 5.8 **Maintain Risk Register** – Facilitate updates to the risk register. The District and the PDB firm share responsibility for the risk register during Phase 1. Review and confirm the PDB team's risk identification, mitigation, and cost estimates.
- 5.9 **Guaranteed Maximum Price** – Develop and facilitate a process to assist the District in obtaining a contract price implemented as a GMP for the construction of the Project. Support the review and ultimate acceptance of the PDB team's contract price proposal, including:
 - a. Review and validation of the cost estimate, including contingency, allowances, and markups.
 - b. Review of the PDB team's construction and related project execution plans.
 - c. Review of final performance criteria and related commissioning, start-up, and acceptance test plans.
- 5.10 **Contract Amendments** – Assist the District with the creation of any contract amendments incorporating the agreed upon final design and construction phase proposal.

- 5.11 **Off-Boarding** - Assist the District with administration of the agreement in the event a final agreement cannot be reached with the PDB team on a final design and construction proposal.

Task 6 - Construction Phase (Phase 2)

Intent of Task: *The level of effort under Phase 2 for the OA selected under this procurement will depend on the Project as defined during and after negotiation of the GMP. The District anticipates that the scope of work and precise budget for Phase 2 of the PDB contract will be negotiated prior to agreement on a GMP with the PDB team, but not sooner, and finalized at a similar point in time as the GMP. Therefore, the information provided herein is a general guide for services the District expects to need from the OA, but that may change prior to authorization of this task.*

The OA shall provide Phase 2 services to the District to ensure that:

- Final design, construction, and commissioning of the New Dewatering Building are completed in a timely manner;
- Construction and commissioning sequencing are capable of keeping the existing dewatering facility in operation at all times;
- The District receives advice and guidance to assist in the coordination and resolution of permitting, environmental, and technical issues, to accomplish efficient delivery of this phase and achievement of the Project's goals and objectives.

The District envisions the following tasks during the Construction Phase:

- 6.1 **Progress Meetings** – Attend all construction phase progress meetings. Coordinate and conduct additional meetings as directed by the District.
- 6.2 **Permits** – During Phase 2, the OA shall facilitate any District responsibilities relevant to securing permits necessary to complete the Project. The OA shall attend meetings with permitting agencies and/or the PDB team relevant to securing the project permits.
- 6.3 **Construction Coordination** – The OA shall support the District to evaluate impacts on existing plant operations throughout Phase 2 and coordinate the work and system outage requests with operations staff, maintenance staff, and others.
- 6.4 **Submittal Reviews** – The OA shall provide technical expertise, review and support the District's response to submittals, technical documents, and other materials submitted by the PDB team. The OA shall prepare summary review reports and assist in evaluating and resolving technical issues, including those related to dispute resolution and change orders.

- 6.5 **Startup and Commissioning Plans** – The OA shall review and comment on the PDB team’s commissioning and startup plans, including sequencing, tie-ins, and operational constraints. Evaluate potential impacts to existing treatment processes and dewatered cake quality at the MWWTP and provide recommendations to minimize disruptions and maintain performance. Assist the District during acceptance testing by observing key activities, monitoring performance results, and advising on compliance with design intent and performance requirements.
- 6.6 **Review PDB Team Operational Practices** – Assist the District in reviewing and validating the operational practices proposed by the PDB team to ensure alignment with the District’s goals, staffing, and safety requirements, and facilitate the active involvement of O&M staff throughout this review process.
- 6.7 **Pre-startup and Post-startup Training** – Assist and participate in pre-startup training, post-startup training, onsite operations, and scheduled maintenance program.
- 6.8 **Inspections** - Participate in project inspections to verify that construction is in conformance with design and provide recommendations to the District.
- 6.9 **Project Acceptance** - Provide memorandum on satisfaction of required conditions for acceptance tests, substantial completion, and acceptance of the Project.
- 6.10 **Review Progress Reports and Payments** – Review the PDB team’s progress reports and invoices for consistency with project status and contract requirements and provide recommendations to the District to support payment approval.
- 6.11 **Additional Construction Management Services** – Additional construction management services may be requested depending on the needs from the District, to be determined.

Task 7 – Project Close-out (Phase 2)

Intent of Task: *Provide support to the District in closing any final completion checklist items, facilitate resolution of any performance requirement short-falls or other design-build obligations subject to the terms of a contractual performance period obligation, and provide support to the District for any follow-up requirements related to training, operations manuals, or O&M support.*

- 7.1 **Review Performance Related Claims** - Monitoring and noticing of any design-build performance related claims valid through the contractually-defined design-build performance period.
- 7.2 **Project Punch List** – Facilitate close-out of any open items or punch-list obligations by the PDB team to achieve final completion.

7.3 Dispute Resolution – Provide technical assistance related to dispute resolution. This may entail analyzing claims (including change order disputes and other claims for extra compensation) asserted by the PDB team to assist the District in resolving such claims.

7.4 Final Documentation – Facilitate any remaining obligation by the PDB team for as-build drawings, operations manuals, standard operating procedures, training deliverables, spare parts inventories, and warranties.



EXHIBIT F REFERENCE MATERIAL

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

Documents:

1. Dewatering Improvements Project, Planning Phase – Technical Memorandum – Technologies Evaluation
2. Dewatering Improvements Project, Planning Phase – Technical Memorandum – Near-term Solutions for Existing Dewatering Facilities
3. Dewatering Improvements Project, Planning Phase – Technical Memorandum – Framework Guidance for Collaborative Project Delivery
4. Dewatering Improvements Project, Planning Phase – Basis of Design Report, Final Draft