



REQUEST FOR PROPOSAL (RFP)

for As-Needed Third-Party Cost Estimating, Constructability, Scheduling and Contracting Advisory Services

RFP No. 565-26-001

ADDENDA

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

CONTACT

Alexa Groenke, Associate Civil Engineer
(510) 287-0231
alexa.groenke@ebmud.com

RESPONSE DUE

March 9, 2026
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

Alexa Groenke, EBMUD
alexa.groenke@ebmud.com

**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for As-Needed Third-Party Cost Estimating, Constructability,
Scheduling and Contracting Advisory Services
RFP No. 565-26-001

TABLE OF CONTENTS

I.	STATEMENT OF WORK	3
A.	SCOPE	3
B.	PROPOSER QUALIFICATIONS	5
C.	SPECIFIC REQUIREMENTS	5
II.	CALENDAR OF EVENTS	8
III.	DISTRICT PROCEDURES, TERMS, AND CONDITIONS	8
A.	RFP ACCEPTANCE AND AWARD	8
B.	EVALUATION CRITERIA/SELECTION COMMITTEE	9
C.	PRICING	10
D.	NOTICE OF INTENT TO AWARD AND PROTESTS.....	12
E.	INVOICING	13
F.	TERMINATION OF TASK ORDER	14
IV.	RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION	14
A.	DISTRICT CONTACTS	14
B.	SUBMITTAL OF RFP RESPONSE	14
C.	RESPONSE FORMAT	15

ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – ANTICIPATED EXAMPLE PROJECTS REQUIRING SERVICES

EXHIBIT F – MAP OF DISTRICT WATER SERVICE AREA

EXHIBIT G – ENGINEERING STANDARD PRACTICE (ESP) 020.3 – COST ESTIMATING FOR
CONSTRUCTION

I. **STATEMENT OF WORK**

A. **SCOPE**

It is the intent of these specifications, terms, and conditions to describe as-needed Engineering Design services being requested by the District.

East Bay Municipal Utility District (District) intends to award a 3-year contract (with 2 options to renew for one-year terms) to the selected Proposers that best meet the District's requirements. See below for details how specific work will be assigned via task orders.

The purpose of this RFP is to develop a short list of pre-qualified respondents willing to provide various engineering design services for water facilities on an as-needed basis. EBMUD estimates the amount of engineering design services at approximately \$1M per year for term of 3 years, with 2 annual options to renew. The District anticipates needing services for several larger/more complex task orders per year. Actual quantity and frequency of requested services from any one consultant may vary. See Exhibit E for examples of upcoming projects that we anticipate needing services for.

The East Bay Municipal Utility District is a publicly-owned agency that supplies drinking water to 30 East Bay communities and treats wastewater generated by nine of these communities.

As part of the drinking water system, EBMUD operates six water treatment plants capable of filtering and processing more than 375 million gallons of water daily (MGD). These water treatment plants are Upper San Leandro in Oakland, San Pablo in Kensington, Sobrante in El Sobrante, and plants located in and named for Orinda, Lafayette and Walnut Creek. In conjunction with these plants, the District operates and maintains 4,200 miles of distribution pipeline, 123 pressure zones, 140 pumping plants, 177 reservoirs and other associated facilities integral to delivering quality water to its customers.

The District's Capital Improvement Program calls for new and upgraded water infrastructure facilities to maintain quality standards, reliability, and to meet current and future demands of our water distribution and treatment systems. The design of these improvements is typically performed by District staff, or a combination of District staff and consultants.

Additionally, the District maintains several administrative office facilities that are critical to our day-to-day operations. As these facilities age, there is a need to upgrade certain components of the buildings and facilities that may include plumbing, power/electrical, HVAC, lighting, fire protection, security, elevator, treatment processes, electric vehicle

charging infrastructure, trenchless technology, and other complex or specialized systems. The design of these upgrades is typically performed by specialized consultants. This RFP solicitation includes these types of design services.

As part of the design process, the District may seek third-party review of design drawings and specifications, cost estimating services, constructability review services, and related engineering support for specific projects on an as-needed basis. Proposers should have expertise in any of the identified categories listed in the Proposer Experience section of the PROPOSER INFORMATION AND ACCEPTANCE form. The review may include any of, or a combination of the numbered tasks below in Section I.C – SPECIFIC REQUIREMENTS below and as summarized here:

<u>Facilities:</u>	<u>Areas:</u>	<u>Engineering discipline(s):</u>
Trenchless Technology	Constructability and Scheduling Review	Civil Engineering
Pumping Plants	Value Engineering	Geotechnical Engineering
Reservoirs/Tanks	Cost Estimating	Structural Engineering
Rate Control Stations	Training	Mechanical Engineering
Office Buildings		Electrical Engineering
EV Infrastructure		Instrumentation Engineering
		Process Engineering
		Facilities/Building Engineering
		Other (indicate on proposal form)

Once a proposer has been short listed, the District may enter into direct negotiations (e.g., telephonic confirmation of current availability, staffing, and specific project costs) and award agreements for specific work based on the demonstrated qualifications to the respondent most qualified for a particular assignment based upon project or discipline-specific technical experts that possess skill sets beyond District staff's capabilities or availability to perform the work. The Consultant will be expected to prepare a written response for each project-specific proposal (task order).

The response to each task order proposal request is expected to be completed within fourteen (14) business days of request. The task order response shall include a brief description of the firm's approach to the specific requested scope and shall include estimated costs (based on the quoted proposal billing rates, broken down into hours by classification) and estimated schedule (based on Consultant's resources and commitments). If the schedule does not meet District's needs, District may request a task order proposal from another Consultant. If schedule is acceptable, District will issue a written authorization to proceed.

Task orders will vary in scale and required expertise and may require a combination of or all of the civil/structural/mechanical/electrical engineering disciplines. Work will be distributed among the selected firms or teams based on review of assigned team members qualifications and expertise relating to particular projects, the firm's past performance on District projects, and responsiveness, at the discretion of the District.

B. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

- a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing Cost Estimating, Constructability Review, Value Engineering, Scheduling Review, and other Engineering Design services for at least three (3) years in the specific specialty(ies) indicated by the Proposer in the PROPOSER INFORMATION AND ACCEPTANCE section in Exhibit A.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. Proposer's staff and project manager shall be available for on-call services. The primary office locations of proposed project manager and key team members shall be within 3 hours of the District's service area (see Exhibit F), and staff shall be able to travel to any site within this area. Proposers shall be able to meet timelines as specified in C. SPECIFIC REQUIREMENTS below.

C. SPECIFIC REQUIREMENTS

Typical task order requests may include any or some combination of the tasks described below. The proposer shall address how they would approach a range of expected engineering design services for water infrastructure and/or facilities projects. The RFP response shall also indicate typical splits of work among different job classifications and any details on use of subconsultants. Acceptable timelines for deliverables will vary depending on the scope and scale of each task order; however, general expectations have been outlined below.

Task 1 – Facility/Site Visits

The Consultant shall participate in a walking tour of the facility with District staff to better understand the site conditions, space constraints and limitations involved; take photos and measurements; and discuss the scope of the project, possible staging and lay-down areas, concerns/needs of facility staff, and how on-going operations may

affect workflow and schedule. The Consultant is expected to be available for a facility tour within (7) business days of task order authorization.

Task 2 – 3rd Party Constructability and/or Construction Scheduling Review of Design Drawings and Specifications

The Consultant shall review the provided design drawings and specifications, relative to project objectives at various stages of design to assess the constructability of the project and shall make recommendations on potential design changes that could improve constructability, reduce risk, improve the schedule and reduce costs. The Consultant shall make recommendations on potential design changes that have the potential to improve biddability, construction sequencing, work restrictions, contract set-up, or reduce the risk of the recommended improvements.

For Design-Bid-Build (DBB) projects, the provided design drawings and specifications may be at the conceptual level or higher. For Progressive Design Build (PDB) projects, this may be on an as-needed basis to perform an independent owner-side constructability analysis of the design-builder team's proposed options during collaboration of Phase 1 preconstructions services. The Consultant may be asked to develop an organized study of the project's objectives to understand and satisfy the District's requirements to provide a feasible alternative with highest quality product and at the lowest life cycle costs through applied creativity. The Consultant shall engage the appropriate experts in the review and prepare a letter report that summarizes the findings. The report will vary depending on the specific task order but typically shall include an evaluation of the constructability and construction sequencing of the work, schedule, completeness of Division 01 and applicable specifications, including: bid qualification requirements, permits, liquidated damages, work restrictions, integration of pre-purchase equipment into the bid package; and major construction risk factors, as appropriate. The report shall also identify and describe options for mitigating risks. The findings of the reports will be used to value engineer project scope, schedule, and budget, and may be used in conjunction with estimating services performed under Task 3.

The report is expected to be completed no later than 4 to 12 weeks after task order authorization, or as mutually agreed upon by both the District and Consultant.

Task 3 – Cost Estimating

The Consultant shall prepare cost estimates for projects at various levels of milestone completion based on the drawings and specifications in accordance with the District's Engineering Standard Practice for Estimating (see Exhibit G) and/or mutually agreed upon industry cost estimating standards. For PDB jobs, this may be on an as-needed basis to perform an independent owner-side cost analysis of the design-builder team's

proposed options during collaboration of Phase 1 preconstructions services. Such projects may include a significant amount of complex electrical, process, and mechanical work. For DBB projects, a cost estimate may be requested at various levels of design. The estimate shall include a contingency appropriate for the level of design. Cost estimates may be for entire projects, for scope changes identified during design, as part of the independent cost estimating process for PDB project delivery, or as part of support of constructability and schedule review.

Detailed construction cost estimates for the District's use shall be prepared following the District's ESP and industry standards for levels of accuracy based on design level. These estimates will be used for the evaluation of alternatives, potential scope changes, or engineer's estimates. In addition, support may be needed to evaluate bids. The construction cost estimate shall be in the District's standard format, divided into major areas of work (system/facility/structure etc.), and then further divided by CSI Section (CSI 2004 or later) and with a breakdown of labor, equipment, and material and a separate list of overhead and itemized markups. The source of cost data and assumptions for each line-item estimate shall be clearly described. The contingency shall be separately listed and clearly identified. Any allowances shall be clearly described. The cost estimate shall be escalated to the midpoint of construction, with the cost basis and all other assumptions clearly identified. The cost estimate is expected to be completed no later than 4 to 12 weeks after task order authorization, or as mutually agreed upon by both the District and Consultant.

Task 4 – Optional - Training of District Staff

The Consultant shall provide training to District staff on subject matter related to the scope of work as described in this RFP. The Consultant shall prepare training curricula, materials, and agendas on topics requested by the District, and conduct trainings for District staff at District facilities or online.

Training topics may include construction schedule and cost estimate preparation, specialty geotechnical considerations for water infrastructure, and emerging technologies in water infrastructure. Training may be formal training sessions for larger groups to cover topics from a broad perspective, or on an as-needed basis with one-on-one or smaller group type sessions to provide specific training and guidance for ongoing projects.

Training shall be provided only upon written request by the District. Any training component shall identify the number of sessions, expected duration, participant count, and not-to-exceed budget. Consultant shall submit a detailed scope, agenda, and estimated hours by classification for District review and approval prior to authorization to proceed.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	January 26, 2026
Response Due	March 9, 2026 by 4:00 p.m.
Anticipated Contract Start Date	As Needed

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.

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(s) who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer(s) with the lowest overall cost.
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. Award of a contract for as-needed services or issuance of a purchase order is not a guarantee of work during the contract term.
6. 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.
7. 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.

8. Conflict of Interest

Consultants and subconsultants performing services under this contract shall disclose any current or prior involvement in design, construction, procurement, or other professional services associated with the project(s) being reviewed. The District reserves the right to disqualify or reassign any Consultant from a task order where a conflict of interest may exist. The District may terminate a contract issued under this RFP if a Proposer fails to disclose a potential conflict of interest. No Consultant engaged in preparation of design documents for a District project shall perform third-party review or cost estimating for that same project.

B. **EVALUATION CRITERIA/SELECTION COMMITTEE**

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

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Proposed Team: In each area described below, an evaluation will be made be made of the Consultant team's ability to meet the RFP goals: 1. Project Manager – Experience Leading Multi-Disciplinary Teams, Working Effectively with Public Agency Clients;

	<ol style="list-style-type: none">2. Project Engineers Team – Experience in Water Systems, Multi-Disciplinary Experience, Experience Developing and Leading Technical Trainings; and3. Project Team availability, proximity and responsiveness as demonstrated in the proposal.
B.	<p>Understanding of Scope and Relevant Experience: RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none">1. Does the firm have adequate relevant experience in the areas indicated?2. Do the individuals assigned to the project have experience on similar projects?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 Proposer demonstrate clear understanding of the needs of the District and understanding of scope?6. Does the Proposed demonstrate clear QA/QC procedures for cost estimating and constructability review, including responsible personnel and documentation practices? <p>The District may conduct oral interviews to support evaluation of included criteria. The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.</p>
C.	<p>References (See Exhibit A – RFP Response Packet)</p>
D.	<p>Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 10 points to their total score.</p>

C. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP. Any proposed rate adjustments during optional renewal periods must be submitted in writing at least sixty (60) days prior to the renewal date and are subject to District approval.

2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Subconsultant costs shall be billed at actual cost with a maximum markup of five percent (5%) for overhead and administrative expenses. No additional markup shall be applied to reimbursable expenses or travel costs.
6. Prevailing Wages:

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

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

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

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

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by Contractor of any wage rate in excess

of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

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

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

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

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

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

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

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

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 1010 Franklin St., Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive

within the seven workday time limit. Any proposal protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

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

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

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

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

E. **INVOICING**

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order number, invoice number, remit to address, and itemized services description.
4. The District will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

5. The District reserves the right to audit Consultant and subconsultant invoices to ensure compliance with the approved rate schedule.

F. **TERMINATION OF TASK ORDER**

1. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to stop work on any given task order and withhold future payments until the performance and/or deliverables are deemed satisfactory.

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 & AFTER AWARD:

Attn: Alexa Groenke, Associate Civil Engineer
EBMUD-Engineering Services Division
E-Mail: alexa.groenke@ebmud.com
PHONE: (510) 287-0231

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

B. **SUBMITTAL OF RFP RESPONSE**

1. At this time, no hardcopy proposals will be accepted. RFP responses in pdf format, in their entirety, shall be emailed to alexa.groenke@ebmud.com prior to the response due date. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-0231 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 the Exhibits, 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

**As-Needed Third-Party Cost Estimating, Constructability,
Scheduling and Contracting Advisory Services**

RFP No. 565-26-001

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 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):

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number (if applicable): _____

Proposer Experience:

Indicate the specific type(s) of facilities that your firm/entity has experience providing the requested services in:

Water Treatment Plants Pipelines Trenchless Technology Pumping Plants

Reservoirs/Tanks Rate Control Stations Office Buildings EV Infrastructure

Indicate the specific area(s) your firm/entity is proposing to provide services in:

Constructability and Scheduling Review Value Engineering Cost Estimating Training

Indicate the specific engineering discipline(s) your firm/entity specializes in:

Civil Engineering Structural Engineering Geotechnical Engineering

Mechanical Engineering Electrical Engineering

Instrumentation Engineering Process Engineering

Facilities/Building Engineering Other _____

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 for reporting purposes only.)

YES NO

If so, please list :

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

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Unit cost shall be submitted on this Proposal Form as is. The proposer may modify the listed Descriptions, or include additional staff, subconsultants, as appropriate to perform the described scope of work. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

If subconsultants are utilized, the primary proposer's markup shall be provided below: _____ % . Markups are limited to ten (10) percent of subconsultants' billing rates.

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

There are no minimum or maximum amount of hours guaranteed or implied.



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 shall include a description of your firm's capabilities for the services your firm proposes to provide. The description shall not exceed one page for each of the services (typical tasks as described in Section I.C – SPECIFIC REQUIREMENTS of the RFP).

The letter should not exceed five (5) pages in overall length (excluding resumes, references, and any forms) and should be easily understood.

2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. Provide an organizational chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFP. Identify any subconsultants and their roles. For each person on the list, the following information shall be included:

- (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
- (b) The role that the person will play in connection with the RFP;
- (c) The person's telephone number, e-mail address, and primary office location;
- (d) The person's educational background; and
- (e) The person's relevant experience, certifications, and/or merits

3. **Quality Assurance/Quality Control Procedures:** Submit a description of the Proposer's internal quality assurance/quality control (QA/QC) procedures applicable to cost estimating and constructability review. The QA/QC description shall identify responsible personnel, review steps, documentation practices, and methods for maintaining consistency and accuracy in deliverables.

4. **References:** List references sufficient references to demonstrate that the proposer meets the minimum qualifications described in this RFP, and the required expertise in the discipline(s) and task areas indicated on the proposal response.

- (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.

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

5. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

6. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

RFP for As-Needed Third-Party Cost Estimating, Constructability, Scheduling and Contracting Advisory Services

RFP No. 565-26-001

Proposer Name: _____

Proposer must provide a minimum of 3 references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Name and Description:	
Services Provided / Date(s) of Service:	
Total Contract Amount (Prime Consultant):	
Your Firm's Contract Amount (if Sub-Consultant):	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Name and Description:	
Services Provided / Date(s) of Service:	
Total Contract Amount (Prime Consultant):	

Your Firm's Contract Amount (if Sub-Consultant):

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Name and Description:	
Services Provided / Date(s) of Service:	
Total Contract Amount (Prime Consultant):	
Your Firm's Contract Amount (if Sub-Consultant):	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Project Name and Description:	
Services Provided / Date(s) of Service:	
Total Contract Amount (Prime Consultant):	
Your Firm's Contract Amount (if Sub-Consultant):	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for As-Needed Third-Party Cost Estimating, Constructability, Scheduling and Contracting Advisory Services

RFP No. 565-26-001

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.

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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



EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

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

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

The following provisions are applicable to all required insurance:

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

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

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

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:

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

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

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

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

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:

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

must be as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

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

Verification of Commercial General Liability (CGL) Insurance Coverage

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

Self-Insured Retention: Amount: \$_____

Policy Limit: _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

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

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

III. Business Auto Liability Insurance Coverage

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

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

C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
Bodily Injury and Property Damage: \$2,000,000

D. Coverage must include either "owned, non-owned, and hired" autos or "any" automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles

(“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).

- E. If CONTRACTOR is transporting hazardous materials or contaminants, evidence of the Motor Carrier Act Endorsement-hazardous materials clean-up (MCS-90, or its equivalent) must be provided.
- F. If CONTRACTOR’s Scope of Services under this Agreement exposes a potential pollution liability risk related to transport of potential pollutants, seepage, release, escape or discharge of any nature (threatened or actual) of pollutants into the environment arising out of, pertaining to, or in any way related to CONTRACTOR’s and/or contractor’s/subcontractor’s performance under this Agreement, then Auto Liability Insurance policies must be endorsed to include Transportation Pollution Liability insurance. Alternatively, coverage may be provided under the CONTRACTOR’s Pollution Liability Policies if such policy has no exclusions that would restrict coverage under this Agreement. Coverage shall also include leakage of fuel or other “pollutants” needed for the normal functioning of covered autos.
- G. To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying and excess and umbrella policies.
- H. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

Verification of Business Auto Liability Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

- A. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage

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

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

Each Claim: \$2,000,000
Aggregate Limit: \$4,000,000

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

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

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

Verification of Professional Liability (Errors and Omissions) Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ to _____

Insurance Carrier Name: _____

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

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

V. Not Used

VI. Cyber 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: Cyber Liability Insurance with minimum limits as follows:

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

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

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

- E. Coverage shall include, but not be limited to the following:

1. Liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, or personal identification numbers (PINS).
2. Notification costs, credit monitoring and other expert services, regulatory fines and penalties, and defense costs.
3. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
4. Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon.

Verification of Cyber 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 Cyber 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: _____

VII. 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

PROFESSIONAL SERVICES AGREEMENT

*(Standard Consulting Agreement for
Contracts Greater than \$80,000 - Revised 10/25)*

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

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

WITNESSETH

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

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

WHEREAS, CONTRACTOR has submitted a proposal to provide consulting services for *(state type - "preparation of planning documents", "preparation of design documents", or "construction management support services")* for the *(insert project title)* and CONTRACTOR represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations ("DIR") registration to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

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

- 1.7. It is further understood and agreed by the parties that CONTRACTOR in the performance of its obligations under this Agreement is subject to the direction of DISTRICT as to the designation of services to be performed and the results to be accomplished, however, DISTRICT shall have no control over the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent contractor, CONTRACTOR and/or CONTRACTOR's assigned personnel shall not have: (1) any entitlement to any compensation or benefit provided to DISTRICT employees; (2) the right to act on behalf of DISTRICT in any capacity whatsoever as agent; or (3) the right to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

- 2.1. For the Scope of Services described in Exhibit A, DISTRICT agrees to pay CONTRACTOR actual costs incurred, subject to a Maximum Cost Ceiling of \$(*insert dollars*). Compensation for services shall be in accordance with the method and amounts described in Exhibit B, attached hereto and incorporated herein. CONTRACTOR acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. CONTRACTOR certifies that the proposed cost and pricing data used herein reflect the payment of prevailing wage rates where applicable and are complete, current, and accurate.
- 2.2. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, CONTRACTOR shall promptly notify DISTRICT of the identified changes and advise DISTRICT of the recommended solution. Work shall not be performed on such changes without prior written authorization of DISTRICT.

ARTICLE 3 - NOTICE TO PROCEED

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

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

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

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

ARTICLE 4 - TERMINATION

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

(Optional)

- 4.3. This Agreement may be terminated by CONTRACTOR 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 CONTRACTOR.

ARTICLE 5 -PROJECT MANAGERS

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

work and for all matters relating to performance under this Agreement. Any change in CONTRACTOR's designated personnel or subcontractor shall be subject to approval by the DISTRICT Project Manager. (*The following sentence is optional.*) CONTRACTOR hereby commits an average of (1 to 100) percent of (*CONTRACTOR Project Manager's name*) time on this project for the duration of the project.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

(Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. See CEP office for details. Delete 6.2 if not applicable.)

- 6.2. Designated CEP compliance for the duration of this Agreement is listed in **Exhibit D**, which is attached hereto and incorporated herein. CONTRACTOR shall maintain records of the total amount actually paid to each subcontractor. Any change of CONTRACTOR's listed subcontractors shall be subject to approval by DISTRICT's Project Manager.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)

- 7.1. **Indemnification (CHOOSE ONE OF THE TWO FOLLOWING INDEMNIFICATION PROVISIONS)**

(FOR DESIGN PROFESSIONAL CONTRACTS (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE THIS CLAUSE:)

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

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

(OR IF CONTRACT IS NOT WITH A DESIGN PROFESSIONAL (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS) USE THIS CLAUSE INSTEAD:)

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless DISTRICT and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

7.2. ***(For construction management support Agreements only – delete if not applicable)***
CONTRACTOR 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. CONTRACTOR shall be solely responsible for the health and safety of CONTRACTOR's employees. CONTRACTOR 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 CONTRACTOR personnel on construction sites shall have received all OSHA required health and safety training.

7.3. ***(For construction management support Agreements only - delete if not applicable)***
In the event that any hazardous materials are encountered during the services provided by CONTRACTOR 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 CONTRACTOR 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.

7.4. ***(For construction management support Agreements only - include only if design consultant and CONTRACTOR are not the same – delete if not applicable)***
It is agreed and understood by CONTRACTOR and DISTRICT that the design services have been completed by *(insert design consultant's name)* and therefore, CONTRACTOR did not undertake any design activity or have design responsibility of the facilities to be constructed prior to execution of this Agreement.

7.5. **Insurance Requirements**

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

ARTICLE 8 - NOTICES

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

(insert consulting firm's name)

(insert address)

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

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

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

Director of *(Wastewater Department or Engineering and Construction Department)*
P.O. Box 24055
Oakland, CA 94623-1055
Email: (Insert Project Manager's email)

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONTRACTOR shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

9.4. *(Choose one of the following two paragraphs based upon the method of obtaining signatures)*

(For wet signatures:) 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.

(For DocuSign:) The parties agree to execute this Agreement using digital signatures via DocuSign.

9.5. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each party, shall be in Alameda County, California.

9.6. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

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

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

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

(NOTE: do not have a page break leaving signatures by themselves—must have at least the “in witness whereof” paragraph on signature page)

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____ Date: _____
(Name),
(Insert title - Director of Engineering and Construction or Manager of Support Services)

Approved As To Form

By: _____
for the Office of General Counsel

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

By: _____ Date: _____
(Name),
(Title)

SAMPLE ONLY

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

East Bay Municipal Utility District
(insert Project Title)

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

SAMPLE ONLY

SAMPLE ONLY

EXHIBIT B

COMPENSATION

COMPENSATION

East Bay Municipal Utility District *(Project Title)*

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

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

2.1. Direct Labor

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

2.2. Indirect Costs

DISTRICT shall pay CONTRACTOR an overhead expense equal to *(insert overhead rate)* percent of labor costs incurred by CONTRACTOR.

CONTRACTOR acknowledges and agrees that this overhead compensation is in lieu of itemized payments for indirect and overhead expenses, which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONTRACTOR's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of DISTRICT's service area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking. (DISTRICT does NOT provide parking to CONTRACTOR in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONTRACTOR shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.

- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/ FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3. Subcontractor Services

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

2.4. Other Direct Costs

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

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

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

2.5. Budget Amounts

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

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

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

2.6. Billing and Payment

CONTRACTOR shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subcontractor Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in EXHIBIT A – Scope of Services. Invoices shall set forth a description of the actual costs incurred and the services performed, the date the services were performed and the amount of time spent rounded to the nearest quarterly hour increment (0.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subcontractor(s) and outside service(s) shall be attached. *(Insert the following sentence if paragraph 2.8 below applies and is included in agreement. “Where CONTRACTOR is required by law to pay prevailing wage rates, supporting documentation for such work shall be in accordance with guidelines set forth below and shall include certified payroll reports.”)* DISTRICT shall pay CONTRACTOR within thirty (30) days, upon receipt of a proper CONTRACTOR invoice, *(Optional insert - include the following words here only if retention will be accumulated: "the amount invoiced less a ten percent (10%) retention amount,")*, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor

Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice. *(Optional insert - include the following sentence here only if retention will be accumulated: "The retention accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.4."*)

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

2.7. Budget Status Reports

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

2.8. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction *(Optional Insert – include this paragraph 2.8 and all its subparagraphs if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*

- 2.8.1. All contractors and subcontractors of any tier bidding on, or offering to perform work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the contractor and subcontractors' current registration with the DIR (LC § 1771.1).
- 2.8.2. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all

contractors are required post job site notices, “as prescribed by regulation” (LC § 1771.4).

- 2.8.3. Pursuant to Section 1773 of the Labor Code, the DISTRICT has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file with the DISTRICT and available for inspection by any interested party at www.dir.ca.gov.
- 2.8.4. CONTRACTOR shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- 2.8.5. Pursuant to Section 1774 of the Labor Code, CONTRACTOR and any of its subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- 2.8.6. CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the CONTRACTOR or by any of its subcontractors. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the CONTRACTOR.
- 2.8.7. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Maximum Agreement Ceiling will be made for the CONTRACTOR’s payment of these predetermined wage modifications.
- 2.8.8. CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Services. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code.

Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- 2.8.9. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each CONTRACTOR and subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- 2.8.10. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with said Section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 2.8.11. Pursuant to the provisions of Sections 1810, et seq. of the Labor Code the time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, unless work performed by employees of CONTRACTOR in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one half times the basic rate of pay.
- 2.8.12. CONTRACTOR shall, as a penalty to the State or the DISTRICT, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed by CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of the provisions of Labor Code, Sections 1810, et seq.
- 2.8.13. CONTRACTOR and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Services; the record shall be kept open at all reasonable hours to the

inspection of the DISTRICT and to the Division of Labor Standards Enforcement of the State of California.

- 2.8.14. In the performance of a public works contract, CONTRACTOR and any subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof. In the event CONTRACTOR or any subcontractor willfully fails to comply with this requirement CONTRACTOR or subcontractor shall be subject to the penalties for noncompliance in Labor Code section 1777.7.
- 2.8.15. CONTRACTOR and every subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodb.html>.

SAMPLE

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

EXHIBIT B-1 – Cost Distribution

East Bay Municipal Utility District
(Project Title)

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

* ODCs = Other Direct Costs.

** Includes any prime contractor markup in subcontractor hourly rates.

*** Insert hourly rate.

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

EXHIBIT B-2 – Labor Distribution*

East Bay Municipal Utility District
(Project Title)

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

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

EXHIBIT C
INSURANCE REQUIREMENTS

SEE EXHIBIT B OF REQUEST FOR PROPOSAL PACKET

SAMPLE ONLY

EXHIBIT D
CEP COMPLIANCE

(Completed P-25 or EEO-1 as required for all contracts over \$30K.
See CEP and EEO GUIDELINES and FORMS)

CEP COMPLIANCE

East Bay Municipal Utility District
(Project Title)

FIRMS UTILIZED

*(Name of
Subcontractor's firm)*

MINIMUM AMOUNT*

\$(dollars)

*(Name of
Subcontractor's firm)*

\$(dollars)

MINIMUM PERCENT**

(1 to 99)

TOTAL

\$(dollars)

(1 to 99)

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

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

SAMPLE



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

ANTICIPATED EXAMPLE PROJECTS REQUIRING SERVICES

Estimated Date	Project Description
FY26-27	Pardee Chemical Plant Improvements
FY26-27	Pardee Dam Powerline Safety Improvements Project
FY26-27	Walnut Creek Water Treatment Plant Filters Improvements
FY26-27	Lafayette Center Reliability
FY26-27	Almond Reservoir Replacement
FY26-27	Swainland Reservoir and Montclair Pumping Plant Replacements and Old Estates Reservoir Valve Pit Demolition
FY26-27	Wildcat Pumping Plant and Maloney Reservoir Valve Repair
FY26-27	Dos Osos Pumping Plant Rehabilitation
FY26-27	Summit West Pumping Plant Rehab, Berryman West Pumping Plant Demolition
FY26-27	Larkey Pumping Plant
FY26-28	73rd Ave and 82 nd Ave RCSs and Glendale-La Loma & Redwood Regulators
FY26-28	Castenada PP Standby Generator Project
FY26-32	Central Reservoir Replacement
FY27	Navellier Pumping Plant
FY27-28	Fontaine Pumping Plant
FY27-30	Walnut Creek WTP Pretreatment Project
FY28-29	Water Quality Research Facility
FY28-29	Verde, Luzon Reservoirs
FY28-29	Valory Pumping Plant
FY28-29	Los Altos Pumping Plant
FY28-30	Rolph/ Welle Pumping Plant, Welle Reservoir, Rolph Reservoir Demolition
FY29	Knight, Oakmont Memorial Park, and Overhill Regulators
FY29-30	Crocket Pumping Plant
FY29-31	Selby Reservoir
FY29-31	Ardith Reservoir and Donald Pumping Plant
FY30	Columbia and Henry Regulators



EXHIBIT F

MAP OF DISTRICT WATER SERVICE AREA

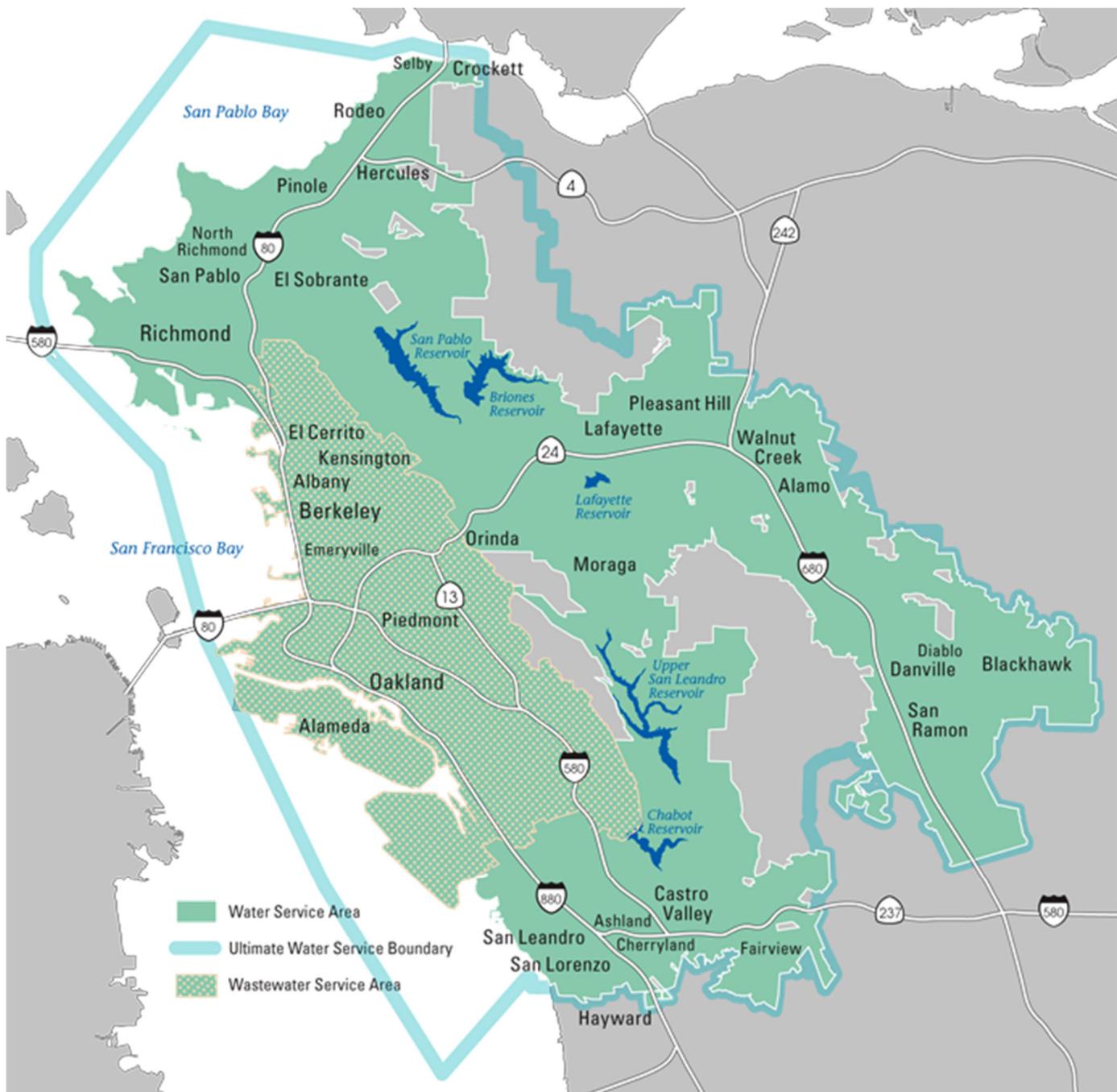


EXHIBIT G

ENGINEERING STANDARD PRACTICE (ESP) 020.3 –

COST ESTIMATING FOR CONSTRUCTION

ENGINEERING STANDARD PRACTICE	ESP	020.3
SUBJECT: COST ESTIMATING FOR CONSTRUCTION	EFFECTIVE	14 MAY 08
	SUPERSEDES	01 JAN 99

PURPOSE

To establish responsibility for the preparation of construction cost estimates for contract and District forces construction, to identify types of estimates, and to provide a guide to the accuracy of estimates.

RESPONSIBILITY

The Project Engineer is responsible for timely preparation of contract construction cost estimates. When cost estimates are prepared and reviewed by the District's Cost Estimator, the Project Engineer shall provide all necessary information in a timely manner.

TYPES OF ESTIMATES

Conceptual Estimates

Conceptual estimates are construction cost estimates prepared during the Capital Improvement Program budget development and early planning stages of a project. Estimates for routine or simple projects are usually prepared by the Project Engineer and are based on historical costs for similar projects. Estimates for complex and/or unusual projects may require assistance from, or an estimate prepared by, the Cost Estimator. Conceptual estimates are also used for Project Authorization budget development and for estimating charges to Applicants prior to the design and construction phases.

Planning Phase/Pre-Design Cost Estimates

Construction cost estimates made in the planning/pre-design phase are estimates prepared immediately prior to the start of detailed design, typically at completion of environmental documentation or at a 10% level of design. They may be prepared by the Project Engineer or the Cost Estimator for contract construction and by the Project Engineer or Asset Management Section for District forces construction. An estimate of this type is used in completing the Project Authorization for the design and construction phases, which then becomes the project budget for construction.

Design Phase Cost Estimates

Construction cost estimates are updated during the design phase by the Project Engineer or Cost Estimator. Interim cost estimates should be prepared as often as necessary to maintain project cost control. Typically, this will be at 30% or 50% completion and at 90% completion.

A contract construction cost estimate, prepared or reviewed by the Cost Estimator, is always prepared during the 90% review. A District forces construction cost estimate, prepared and reviewed by the Asset Management Section, is always prepared prior to the Approval to Release Plans and Specifications for District Forces Construction (ATR) work. These estimates provide a breakout of costs by major items of work.

Engineer's Estimate and Approval to Advertise for Bids

The Engineer's estimate is the final estimate, prepared at the completion of design by the Cost Estimator. This estimate is updated from the 90% estimate, based on final plans and specifications and is the amount entered on the Approval to Advertise for Bids (ATA). The Engineer's estimate is developed with no contingency because the estimate is to be used for comparison with the low bidder's bid for contract work. The Engineer's estimate will be revised to reflect significant changes or to correct errors by addenda. It will not normally be revised to reflect changed economic conditions during the bid period. If

ENGINEERING STANDARD PRACTICE	ESP	020.3
SUBJECT: COST ESTIMATING FOR CONSTRUCTION	EFFECTIVE	14 MAY 08
	SUPERSEDES	01 JAN 99

there is a significant delay in bidding the project, the estimate should be reviewed and, if necessary, revised.

Asset Management Section Estimate and ATR for District Forces Construction

If the project is to be constructed by District forces, the Asset Management Section in the Operations and Maintenance Department prepares the final estimate, which is used for the ATR.

ESTIMATES BY CONSULTANTS

Estimates may be prepared by consultants under contract to the District. Timely preparation is the responsibility of the Project Engineer. Contingency amounts used by consultants should be consistent with District standards and identified in the estimate.

Ninety percent interim estimates and Engineer's estimates prepared by consultants should be reviewed by the District's Cost Estimator. This review will verify thoroughness and identify inconsistencies, but will not normally verify quantities or cost assumptions.

CONTINGENCY AND ACCURACY OF ESTIMATES

The use of a contingency with an estimate is meant to establish construction budgets that cover costs that may result from legitimate unforeseen and unpredictable conditions or uncertainties within the defined project scope. The construction budget represents the probable construction cost plus contingency. The amount of the contingency will depend on the type of estimate being prepared, and the complexity and uncertainties of the components.

The accuracy of construction cost estimates should increase as the project moves from conceptual phase through the planning/design phase to the design completion as provided in the final estimate. The initial conceptual construction cost is expected to fall within a range from 30% below to 50% above the established conceptual estimate for most projects. This is expressed as an accuracy of -30% to +50%. The final or Engineer's estimate should be accurate within -5% to +15% of the probable construction cost, with the expected accuracy of planning/pre-design and interim estimates falling between the expected accuracies of the conceptual and Engineer's estimates. Estimates for simple projects, such as paving, and for typical District projects, such as standard distribution facilities, should be more accurate than estimates for complex and/or unusual projects, especially in the early stages of the project.

Estimates, especially in the conceptual and planning/pre-design stages, are always expressed in terms of a range to provide for the expected lack of accuracy. However, for the purposes of preparing the capital budget and Project Authorizations, the project budget is not stated in terms of a cost range, but must be stated as a single amount plus a Maximum Normal Contingency (as defined in the table on the following page). In cases of unusually complex or unique projects, a larger contingency may be appropriate. A higher contingency should only be used with approval of the Director of Engineering and Construction for Water System projects and the Director of Wastewater for Wastewater System projects.

ENGINEERING STANDARD PRACTICE		ESP	020.3
SUBJECT:		EFFECTIVE	14 MAY 08
	COST ESTIMATING FOR CONSTRUCTION	SUPERSEDES	01 JAN 99

Type of Estimate	Expected Accuracy of Estimate*	Maximum Normal Contingency	Change Order Budget	Total Maximum Contingency
Conceptual	-30% to +50%	20%	N/A	20%
Planning Phase/ Pre-Design	-15% to +50%	15%	N/A	15%
Design	-10% to +20%	10%	N/A	10%
ATA and ATR	- 5% to +15%	0%	5%	5%

* Range of accuracy based on The Association for the Advancement of Cost Engineering International 18R-97.

Note that for the ATA, the Engineer's estimate should be used and a 5% change order budget included on a separate line item to allow for anticipated construction change orders. This 5% change order budget is what comprises the "Total Maximum Contingency" at the ATA phase in the table above. Note that the 5% is used for budget purposes and differs in magnitude and concept from the maximum change order authority defined in District Procedure 303.

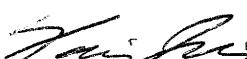
Example A: Construction Cost \$1,000,000 (applying accuracy range without contingency)

-30%	Construction Cost	+50%
\$700,000	\$1,000,000	\$1,500,000

Example B: Construction Cost \$1,000,000 (applying a contingency of 20%)

Construction Cost budget with 20% contingency would be \$1,200,000

Contingency reflects judgment by the Project Engineer or Cost Estimator to cover costs for incomplete design or unforeseeable elements of cost within the defined project scope (including change orders). The purpose of contingency is to avoid project cost overruns (within the parameters of risks assumed). This is to avoid the need to appropriate additional funds.



XAVIER J. IRIAS
Director of Engineering and Construction