

REQUEST FOR PROPOSAL (RFP)
Engineering Consulting Services
as Owner Advisor – Central Reservoir
Replacement Project
No. 551-26-01

ADDENDA

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

CONTACT

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RESPONSE DUE

April 3, 2026
 4:00 p.m. PDT

SUBMIT BY MAIL TO

RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)	RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to:	RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only)
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EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Engineering Consulting Services as Owner Advisor
Central Reservoir Replacement Project

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ATTACHMENTS

EXHIBIT A – RFP RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – CONSULTING AND PROFESSIONAL SERVICES AGREEMENT (DRAFT)

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT E – Not Used

EXHIBIT F – REFERENCE INFORMATION

I. STATEMENT OF WORK

A. BACKGROUND

The East Bay Municipal Utility District’s (EBMUD; District) Central Reservoir is a 154 million gallon (MG) open-cut reservoir constructed in 1910 located on a 27-acre site in Oakland bounded by 23rd Avenue to the west, Sheffield Avenue to the east, 25th Avenue/East 29th Street to the south, and Interstate 580 (I-580) to the north (Figure 1).

Central Reservoir is located at an elevation that is too low relative to the customers it serves and to other reservoirs in the Central Pressure Zone, resulting in unusable storage. It contains hazardous materials, structural deficiencies, and a failing floor liner with potential leakage that reduces operating levels. The reservoir is approximately three times larger than necessary for current and projected service needs.

For purpose of this Request for Proposal (RFP), the “Project” consists of replacing Central Reservoir with three new 14-MG prestressed concrete tanks raised approximately 20 feet to improve reliability, operational flexibility, and water quality.

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

In 2024 and 2025 the District completed a series of pre-design studies and technical evaluations culminating in a Basis of Design Report (BODR). The BODR, Project Geotechnical Report, Project Pre-design Decision Log, , Mitigation Monitoring and Reporting Program (MMRP), Practices and Procedures Monitoring and Reporting Plan (PPMRP), Drafting and Specifications Guidelines, and Instructions for Preparation of Specifications by Consultants are included in Exhibit F.

During the preliminary design phase, the District evaluated alternative project delivery methods and determined that a Progressive Design-Build (PDB) delivery approach would best meet the Project’s objectives for schedule, cost control, risk allocation, and quality.



SOURCE: ESRI Imagery, 2018; ESA, 2018

EBMUD Central Reservoir Replacement Project

Figure 1 – Existing Central Reservoir Site

B. PURPOSE

To support successful implementation of PDB delivery, the District is soliciting professional consulting services for an Owner Advisor (OA or Consultant) to advise District staff by providing technical and project-control expertise, supporting procurement activities, and facilitating collaboration with the Design-Build Entity (DBE) throughout the Project.

The OA shall augment District resources to ensure the Project is clearly defined, competitively procured, and effectively delivered. This will be a single-step OA procurement in which Proposers will submit a combined qualifications and scope response. The District intends to evaluate written proposals and establish a shortlist of the most highly qualified firms. Shortlisted firms will be invited to participate in oral interviews and presentations as part of the selection process as described in Section III(B).

C. CONTRACT STRUCTURE AND PHASING

Due to the Project’s size, complexity, and duration, the District intends to retain the OA under a single agreement, with services authorized through multiple work authorizations as the Project progresses.

The initial work authorization (Work Authorization No. 1) will cover strategy and procurement-related OA services through negotiation and execution of the agreement establishing the Design-Build contract price. Work Authorization No. 1 shall not include construction-phase field services unless expressly authorized in writing by the District. Construction-phase services, including Engineering Services During Construction (ESDC), will be authorized under a subsequent work authorization once the Project schedule and construction budget have been established.

The District will evaluate proposals received pursuant to this RFP under the evaluation criteria established in Section III(B) and will select the OA that it deems best qualified to support the Project. The District will negotiate with the OA to finalize the detailed scope of services and budget for Work Authorization No. 1.

Table A: Work Authorization Phasing

Work Authorization	Anticipated Schedule	Services
No. 1	Notice to Proceed to Design-Build Contract Price Negotiation (Anticipated NTP: mid-2026)	Pre-Procurement, design, pre-construction, and negotiation of Design-Build Contract Price
No. 2 (Future)	Contract Execution to Construction Completion (Anticipated Completion: mid-2032)	ESDC and Project close-out

Authorization for Work Authorization No. 2 will be considered at a later date, once the Design-Build Contract Price, construction schedule, and construction-phase scope are sufficiently defined. The District intends to maintain continuity by retaining the same OA for both work authorizations; however, the District reserves the right, at its sole discretion, to procure construction-phase services separately or to engage additional or alternative firms for some or all construction-phase services if doing so is in the best interest of the District in administering the Project.

D. SUMMARY OF SCOPE

The District intends to engage the OA to support the Project from pre-procurement through project completion, subject to authorization of future work authorizations as described above.

The District is requesting a task-based level of effort on a time-and-materials basis, with a not-to-exceed amount authorized through individual work authorizations. The detailed OA scope of services, on which the level of effort should be based, is provided in Section I(E) - Project Scope. Note that the proposed not-to-exceed cost will not be used for evaluation or ranking purposes. However, proposed costs will be reviewed for reasonableness in relation to the proposed scope and level of effort, and will be used as a basis for negotiations with qualified Proposers. Negotiations may include clarification of assumptions, refinement of scope, and adjustment of proposed costs, as appropriate.

Proposers may recommend additions to, deletions from, or refinements of the scope of services as written. Such recommendations shall be clearly identified in the proposal but shall not be included in the Proposer's cost estimate. The District may incorporate selected scope modifications and related cost revisions during contract negotiations with the selected OA.

General Owner Advisor Responsibilities

Throughout the Project, the OA is expected to maintain a high level of communication, provide independent technical oversight, and act as a steward of the District's interests to ensure the Project delivers long-term value and operational reliability.

The OA is expected to act as an extension of the District's Project team, in an advisory and oversight review capacity, providing independent technical and project-control expertise. The District's goal is to maintain a collaborative environment, and the OA is expected to facilitate collaboration among all stakeholders and the DBE, while protecting the District's interests related to scope, cost, schedule, risk, and performance.

The DBE will be responsible for producing the design and construction of the Project. The OA shall not act as the Engineer of Record or prepare design packages. The OA's role is to define and manage performance requirements, support procurement and negotiations, providing independent review, validation and critically assessing DBE's work related to cost, schedule, risk, constructability, and value engineering as outlined in the following stages of the Project and consistent with the requirements of the Board-certified project EIR.

Pre-Procurement – During the pre-procurement, the OA shall support refinement of Project goals and objectives, establishment of performance metrics, and development of the project controls, development of an indicative cost estimate, and defining the framework for DBE's design and construction activities. This includes defining baseline scope, schedule, and budget processes, as well as systems for managing risk, cost, quality, and change. The OA shall also establish document management and quality assurance protocols that will support the project throughout its lifecycle.

Procurement – During the procurement phase, the OA shall support and facilitate market outreach activities and assist in the development of Requests for Qualifications (RFQ) and RFP documents, ensuring they reflect the District's technical objectives, performance requirements, and risk allocation approach and are consistent with the requirements of the certified EIR. The OA shall support proposal evaluations, interviews, and selection of the DBE, and assist the District during contract negotiations.

Design and Pre-Construction – Following the engagement of the DBE, the OA shall support the District during design and pre-construction by preparing the cost model (estimate template), providing Independent Cost Estimator (ICE) review, and validation of cost estimates, preparing and maintaining the risk register, providing technical review of design deliverables, and assisting the District in negotiating the Design-Build Contract Price.

Construction (Work Authorization No. 2 - Future) – During the construction phase, the OA shall provide construction-phase Project controls, technical oversight, and advisory support to assist the District in administering the Design-Build contract and monitoring construction, to ensure that construction activities are consistent with the approved performance requirements, contract exhibits, and negotiated Design-Build Contract Price.

The OA's construction-phase role is advisory and oversight-focused. The OA shall support, but not replace, the District's Construction Division, including, but not limited to, reviewing contractor submittals, monitoring construction progress, evaluating costs, and supporting change management, claims resolution, and Project close-out, as directed by the District.

The District's Construction Division shall retain lead responsibility for field-execution and field operations, including inspection, safety oversight, and commissioning and startup activities. The OA shall be responsible for Project controls, cost, schedule, risk, and technical oversight, and shall coordinate with the District's Construction Division to support resolution of technical and operational issues and to assist in confirming that performance and acceptance criteria are satisfied.

Any construction-phase services beyond Project control, technical oversight, and advisory support – including expanded construction management or field support services – shall be considered optional and shall be performed only if authorized under Work Authorization No. 2.

Throughout the construction phase, the OA shall maintain close coordination with the District's Construction Division to support informed decision-making, risk management, and protection of the District's interests.

E. PROJECT SCOPE

All OA tasks and deliverables shall be focused on oversight, and Project-controls documents. The OA shall not perform or assume responsibility for engineering design, construction means and methods, quality control, or safety management.

Common Standards for Deliverables

If any of the deliverables provided by the OA are found to be unsatisfactory or do not meet the specified criteria, the OA shall be responsible for promptly rectifying the issues at its own expense and resubmitting the revised deliverables to the District for approval.

0.1 – Drawings and Model-Based Exhibits

The OA shall prepare and manage drawing-based and model-based contract exhibits required to define, illustrate, and support the Project's scope, performance requirements, risk allocation, and interfaces between the District and the DBE, for contractual and performance-definition purposes only, and not as a basis for design development or construction detailing.

These drawings and models are not construction or design documents. They are used to communicate Project intent, constraints, interfaces, and performance expectations for purposes of procurement, pricing, and contract administration, not construction execution. The OA shall prepare and maintain these exhibits in Autodesk Revit and AutoCAD using District-provided templates and drafting standards, where applicable.

The OA shall convert applicable District reference drawings provided in MicroStation into AutoCAD for use as contract and reference exhibits and shall verify their accuracy.

Once the DBE is under contract, the DBE shall be solely responsible for preparation of all design and construction drawings. The OA shall review DBE-produced drawings and models for consistency with the approved performance requirements, contract exhibits, cost model, risk register, EIR requirements, and baseline scope, but shall not prepare, direct, or control design or construction drawings.

The District shall retain ownership of all work product, including, but not limited to all drawing-based and model-based contract exhibits prepared by the OA and incorporated into the PDB procurement and contract exhibits as directed by the District. All drawings and models shall be managed and stored using the District's BIM and document management platforms as defined in Task 3 – Pre-Procurement.

0.2 – Written Reports and Memoranda

Unless otherwise directed by the District, the OA shall provide one draft and one final version for each report or Project controls memorandum. Review durations will be set by the District based on the Project schedule and the urgency of the deliverable.

Reviews shall be conducted using both Bluebeam Revu Studio and Microsoft Word. Final reports shall be submitted in Microsoft Word, and in Adobe Acrobat formats.

For time-sensitive deliverables, including but not limited to, procurement documents, addenda, negotiation materials, and Board items, the District may require expedited review and turnaround.

0.3 – Specifications

The DBE is responsible for preparation of all construction specifications based on Construction Specifications Institute (CSI) MasterFormat 2020 and District standards.

The OA shall review and comment on DBE-prepared specifications for consistency with the Project performance requirements, cost, schedule, EIR requirements, risk positions, constructability, and alignment with approved performance requirements.

Task 1 – Project Management

The OA shall provide a sufficient and well-organized project management team to manage the OA's scope of services and support the District throughout the Project.

1.1 – Project Management Plan and Quality Management Plan

The OA shall develop and implement a Project Management Plan (PMP) describing how the OA will plan, manage, and execute OA services in support of the Project. The PMP will be updated as needed and submitted to EBMUD for review and comment.

The OA shall develop a Quality Management Plan (QMP) describing how the OA will perform independent reviews, validations, and internal quality checks of its deliverables.

The QMP shall not replace or supersede the DBE's quality control program or the District's quality assurance program.

The PMP shall incorporate and implement the Project Communications Plan developed under Task 3, including decision-making protocols, communication pathways, escalation procedures, and documentation requirements.

1.2 – Project Kick-off Meeting

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

1.3 – Progress Reports and Meetings

The OA shall conduct weekly project progress meetings, support and participate in project milestone meetings led by the District and/or the DBE, and shall facilitate meetings when requested by the District.

The OA shall prepare and submit monthly progress reports. The monthly reports shall be clear and concise to facilitate quick understanding of key project achievements, status, and critical issues. The monthly progress reports shall include:

1. An assessment of actual versus planned progress in completing the scope of services, including a description of tasks and deliverables completed to date.
2. For each task, the percentage of services performed versus the percentage of fees incurred for such task, and explanation of any significant variances in percentage of services performed compared to percentage of fees incurred.
3. For each task, the percentage of the fees incurred for such task compared to the dollar amount allocated to such task.
4. A cost-loaded look-ahead schedule listing deliverables, activities planned for the next month, and the estimated cost for completing each activity.
5. A summary of proposed changes to the Scope of Services including justifications for such changes.
6. Action Item and Decision Log: This log will document action items and Project concerns and issues throughout the Agreement duration which require resolution by EBMUD and/or the OA.

1.4 – Project Schedule

The OA shall develop and maintain a project schedule for OA tasks, deliverables, milestones, and dependencies with the DBE baseline schedule. The schedule shall be developed using Microsoft Project or Planner and shall be updated monthly to reflect changes in anticipated tasks and their duration.

1.5 – Monthly Invoices

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

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

1.6 – Project Collaboration and Document Management System

The OA shall configure, administer, and manage the District's Project collaboration and document control environment for the duration of the Project. This system shall serve as the official system of record for all Project information, communications, and deliverables from Notice to Proceed through completion of construction.

The OA shall utilize the District's existing enterprise platforms, such as Microsoft SharePoint, and shall integrate these systems into a coordinated Project workspace that supports document control, versioning, workflows, approvals, issue tracking, and reporting.

The OA shall be responsible for:

1. Establishing and maintaining folder structures, naming conventions, and version control standards
2. Configuring workflows for document reviews, comments, approvals, and decision tracking
3. Managing user access and permissions for District staff, the DBE, and other Project participants
4. Maintaining complete, accurate, and auditable records of all Project communications, decisions, and deliverables
5. Ensuring all Project records remain the property of the District and are maintained in District-controlled systems

The OA shall not require the use of any external, proprietary, or OA-hosted document management system for Project records without the District's prior written approval.

1.7 – Document Control Plan

The OA shall prepare and implement a Document Control Plan describing how all Project information will be created, reviewed, approved, distributed, stored, and archived throughout the Project lifecycle.

The Document Control Plan shall, at a minimum, define:

1. How drawings, models, specifications, reports, meeting records, decision, and correspondence are submitted, reviewed, approved, and finalized
2. How document versioning, status (draft, in review, approved, superseded), and revision history will be managed
3. How comments, responses, and approvals will be tracked and preserved
4. How Project records will be controlled for public records, audit, and dispute resolution purposes
5. How records will be transitioned from procurement through design and into construction

The Document Control Plan establishes standards for managing all Project documents within the District's collaboration environment. The Document Control Plan shall be fully compatible with the District's enterprise platforms and shall define requirements for the DBE's implementation.

Upon selection of the DBE, the OA shall support the integration of the DBE's document management requirements, particularly for the DBE's procurement activities into the existing Document Control Plan.

Task 1 Deliverables

1. PMP
2. Project Collaboration and Document Management System
3. Document Control Plan
4. QMP
5. Meeting Agendas and Minutes – The OA shall provide the agenda for all the meetings at least two (2) business days prior to the meetings and the meeting minutes within three (3) business days after the meetings. The minutes shall focus on decisions made and open action items.
6. Project Schedule
7. Monthly progress reports
8. Monthly invoices

Task 2 – Project Definition and Contract Development

2.1 – Document Review

The OA shall review the BODR, geotechnical reports, environmental documents, decision logs, and other Project information provided by the District. The OA's role is to understand the District's objectives, constraints, risks, and baseline assumptions, and to identify gaps, inconsistencies, and risks that could affect costs, schedule, constructability, or performance. The OA shall not recreate or replace the pre-design technical work completed by the District.

2.2 – District Stakeholder workshops

The OA shall facilitate structured workshops with District stakeholders to confirm Project objectives, performance requirements, risk tolerance, operational priorities, EIR requirements, and decision-making processes. The OA shall document these inputs and use them to inform the development of procurement and contract exhibits.

2.3 – Contract Development Support

The OA shall support the District’s Office of General Counsel and legal consultants by reviewing and providing technical and delivery-related input on the Design-Build contract documents, including risk allocation, pricing mechanism, and performance requirements. The OA shall not provide legal services.

2.4 – Project Performance Requirements

The OA shall be responsible for defining, refining, and documenting the Project’s performance requirements and technical criteria. This effort is essential to establishing a clear, enforceable, and shared understanding of the outcomes, constraints, and acceptance standards that will govern the DBE work.

Building on the pre-design framework documented in the BODR, the OA shall lead a structured and collaborative process with District stakeholders to refine and formalize the Project’s performance objectives, operational requirements, EIR requirements, and technical criteria. This process shall include facilitated workshops, technical working sessions, and coordination with District operations, engineering, and maintenance staff. The OA shall document the results of this effort in formal Performance and Criteria Memoranda (PCMs) for incorporation into the PDB procurement documents and the Design-Build agreement.

The PCMs shall be written as enforceable performance-based requirements that describe what must be achieved, not how it must be designed or built, except where prescriptive requirements are necessary to protect safety, regulatory compliance, or long-term operability.

The OA shall review existing District standards, specifications, EIR requirements, and design criteria and, where appropriate, translate prescriptive or design-based requirements into performance-based outcomes and acceptance criteria acceptable to project stakeholders for inclusion in the PCMs and PDB contract exhibits. This effort is intended to preserve required technical outcomes while allowing the DBE flexibility in means and methods.

The OA shall ensure that the PCMs are internally consistent with the BODR, PDB scope of work, risk allocation framework, EIR requirements, and cost model assumptions, and shall identify and resolve conflicts or ambiguities that could result in scope gaps, pricing risk, or disputes during procurement or design.

2.5 – PDB Scope of Work (Design-Build Exhibits)

The OA shall develop the PDB scope of work and technical exhibits for inclusion in the PDB RFQ/RFP and Design-Build contract. These exhibits shall:

1. Summarize the scope defined in the BODR
2. Incorporate the finalized Performance and Criteria Memoranda
3. Identify required deliverables, constraints, and responsibilities
4. Clearly define what is included, excluded, and assumed

The OA's role is to define the box the DBE must work inside, not to design what goes inside the box.

2.6 – Indicative Cost Estimate

The OA shall develop an indicative cost estimate in collaboration with an Independent Cost Estimator (ICE) based on the PDB Scope of Work as defined in Task 2.5, and the project BODR. This cost estimate will be used to update the District's project budget forecast in the Capital Improvement Program (CIP).

2.7 – Board Updates

The OA shall prepare materials to support regular updates to the District's Board of Directors through execution of the Design-Build Contract.

Task 2 Deliverables

1. Annotated Project Risk and Gap Summary (based on review of BODR and pre-design materials)
2. Stakeholder Workshop Agendas and Summaries
3. Draft and Final PDB Scope of work and Contract Exhibits
4. Draft and Final PCMs
5. Indicate Project Cost Estimate
6. Board update presentations and briefing materials.

Task 3 – Pre-Procurement

For purposes of this RFP, "Project Controls" refers to the integrated management of scope, cost, schedule, risk, performance, quality, and change through defined processes, tools, and governance.

Once under contract, the DBE shall be responsible for preparing the design, construction schedule, and construction cost estimate. The OA shall provide independent validation, risk review, and governance over those products on behalf of the District.

As part of pre-procurement planning, the OA shall support early market engagement activities, including informal outreach and market sounding, to test Project assumptions, packaging, and procurement structure prior to issuance of an RFQ. These activities are intended to inform the District's approach and do not constitute formal procurement.

3.1 – Baseline Scope Development Process

The OA shall develop a formal process to define the framework for the baseline scope with input from the District. The baseline scope shall be used by the DBE to establish the baseline schedule and baseline budget during the Design Phase of the PDB contract.

The baseline scope framework shall be based largely on the Project BODR and the Performance and Criteria Memoranda, and shall define the requirements the DBE must satisfy. The OA shall solicit feedback from the selected DBE, once onboard, and resolve any differences.

3.2 – Baseline Schedule Development Process

The baseline schedule shall be originated with the PDB team, with input from the OA and the District. The OA shall establish the process by which the baseline schedule will be created, reviewed, and approved, as well as the required level of detail. The schedule shall include all major milestones starting with NTP of the PDB contract, through Project closeout.

The OA's role shall be to define the standards, validate the schedule, and report variances; the District shall retain approval authority.

3.3 – Budget Development Process

The OA shall establish a process for creating the budget for the Project and for reconciling it with the schedule of costs. The budget shall be originated by the PDB team, with input from the OA and the District. As part of the Project Controls Plan, the OA shall establish the process by which the baseline budget will be created, reviewed, and approved.

The OA shall validate the cost structure, assumptions, allowances, and contingency, while the District retains final approval authority of the baseline budget.

3.4 – Schedule Management Process

The OA shall establish procedures for updating the baseline Project schedule and tracking deviations from baseline, including required minimum frequency of updates and the methods for initiating changes, reviewing updated versions, and approving the changes. The schedule shall show the changes from the baseline explicitly.

All changes to the baseline schedule shall be traceable to approved scope or risk changes.

3.5 – Cost Model (Estimate Template) Development and Management Process

The OA shall be responsible for creating and developing the PDB Cost Model (Estimate Template) and maintaining it throughout the procurement and pre-construction/design services (Work Authorization No. 1). This will establish an initial cost framework and

determine the appropriate level of detail to support informed decision-making and cost control.

The Cost Model (Estimate Template) shall be updated at key design milestones—10%, 30%, 60%, and 90%—to reflect the evolving design, scope refinements, and current market conditions. This structured and transparent approach will facilitate reviews by the District and the OA's Independent Cost Estimator (ICE), and will serve as a critical tool in negotiating the Contract Price.

The OA's scope does not include insurance or bonding analysis, or legal services. The OA shall coordinate with the District's risk management, and legal advisors, but shall not provide or replace those services.

3.6 – Risk Management Process

The OA shall have the primary responsibility for creating, maintaining, and updating the initial Project Risk Register to be used throughout the Project in collaboration with the District and the DBE.

The OA shall collaborate with the District to develop a method for scoring, prioritizing, and categorizing identified risks, as well as procedures to assign likelihood of occurrence, monetary values, and schedule impacts to risks using contingencies and allowances in the PDB contract. Upon award of the DBE contract, the OA shall coordinate the continued management and population of the risk register(s), with the assumption that the DBE will take responsibility for documenting risks that it can reasonably control.

Risk ownership and contingency usage shall be documented and approved by the District.

3.7 – Team and Decision Management

In consultation with the District, the OA shall define roles and responsibilities for the Project team entities, including the District, the OA, and the DBE. The roles and responsibilities shall define who has authority to make decisions and the process for submitting decision items for approval.

No material scope, cost, or schedule decision shall be implemented without District approval.

3.8 – Change Management Process

The OA shall establish a process for identifying, submitting, reviewing, and approving proposed changes to Project scope. All proposed Project scope changes shall have schedule and budget impacts developed before approval. The OA shall also recommend a contingency approach and contract terms to be applied to the DBE and assess change order requests submitted by the DBE in accordance to the agreed upon approach during the construction phase.

All changes shall be logged, priced, risk-adjusted, and approved by the District prior to implementation.

3.9 – Performance Metrics

The OA shall develop a system for defining, measuring, and tracking performance toward the objectives developed under Task 2.

3.10 – Quality Assurance / Quality Control plan

The OA shall develop a detailed Quality Assurance / Quality Control (QA/QC) plan in collaboration with the District prior to procurement of DBE. The final QA/QC plan shall be included in the RFQ/RFP for PDB Procurement.

The QA/QC plan shall define how compliance with performance requirements shall be verified and documented.

3.11 – BIM Execution Plan

The OA shall develop and maintain a BIM execution plan in collaboration with the District's BIM manager, building on District's templates.

3.12 – Project Document Management

The OA shall submit a proposed plan for how the District's existing document management and collaboration platforms will be configured, governed, and operated for the Project in accordance with the Document Control Plan. The District currently uses Microsoft SharePoint for file sharing, Kahua for construction phase document management, and Autodesk Construction Cloud for Drawings and Models.

The OA shall operate these District platforms as the official systems of record in accordance with the Document Control Plan.

3.13 – Project Communication Plan

The OA shall develop a Project Communication Plan defining formal communication pathways, decision-making protocols, escalation procedures, documentation requirements, and information-sharing rules among the District, the OA, and future DBE.

The Project Communication Plan shall:

1. Define roles and responsibilities for communications and decision-making
2. Establish formal meeting structures, reporting frequency, and approval workflows
3. Define escalation paths for scope, cost, schedule, and risk issues
4. Be developed prior to issuance of the RFQ and shall be updated, as appropriate, following DBE onboarding to reflect construction-phase interfaces and workflows, subject to District approval.

The Project Communication Plan shall be incorporated into the PMP and implemented by the OA in coordination with the District.

Task 3 Deliverables

1. Project Controls Plan, including:

- a. Baseline scope development
- b. Baseline budget development
- c. Baseline schedule development
- d. Schedule management
- e. Cost management
- f. Risk management
- g. Team and decision management
- h. Change management
- i. Performance metrics
- j. Quality management
- k. Document control

2. Risk Register(s), including:

- a. Risk name/title
- b. Risk description – Succinct description, cause, and consequence.
- c. Status – Status categories defined in consultation with the District.
- d. Risk category – Define categories in consultation with the District.
- e. Phase – Project phase when the risk is most likely.
- f. Owner – Party that is best situated to mitigate the risk—who “owns” the risk?
- g. Date identified/Date updated.
- h. Risk probability of occurrence.
- i. Estimated cost impact, pre- and post-mitigation.
- j. Estimated Schedule impact.
- k. Risk response strategy – To be developed by OA in consultation with the District.
- l. Response/Action Plan – Succinct summary of method to mitigate the risk. Can include reference to outside documents that more thoroughly describe the response/action plan.

3. PDB Cost Model Template, including:

- a. Work Breakdown Structure (WBS)-based line-item estimate
- b. Estimate summary and fee structure.
- c. Level of detail required.
- d. Basis of estimate
- e. Risk register integration.
- f. Milestone-based updates.

g. Allowance and contingency definition.

4. BIM Execution Plan
5. Project Communication Plan

Task 4 – DBE Procurement

The OA shall play a critical role in the DBE procurement phase and is expected to bring breadth and depth of experience in procuring the most qualified PDB team for complex water infrastructure projects.

4.1 – Conduct Market Outreach and Sounding

As part of early pre-procurement planning and continuing into the formal procurement phase, the OA shall conduct market outreach activities to publicize the Project, followed by a more formal process of market sounding to connect with prospective PDB teams. The OA shall facilitate these meetings and communications to exchange information that will be useful to attract the most qualified DBE teams for the Project and to validate the District’s proposed scope, performance requirements, risk allocation, and procurement strategy.

Market sounding activities may occur prior to issuance of the RFQ and shall be conducted in a manner consistent with public-sector procurement rules and transparency requirements. The OA shall document market feedback and advise the District on recommended adjustments to the procurement approach based on this input.

All market outreach and sounding activities shall be conducted in a manner that ensures no Proposer receives an unfair competitive advantage, and that information is shared in a manner consistent with procurement fairness and transparency requirements.

4.2 – Prepare Procurement Documents

The OA shall assist in developing, facilitating review of, and refining all procurement documents (e.g., RFQs, RFPs, draft contract documents, and technical exhibits) for the PDB contract.

The OA shall work in coordination with the District’s Office of General Counsel and the District’s Legal Consultant to ensure that technical, commercial, and performance-based contract exhibits are consistent with the District’s legal framework and risk allocation.

4.3 – Define Evaluation Criteria and Weighting

With input from the District, the OA shall establish evaluation criteria for PDB firm selection that align with the District’s goals and objectives. Under this task, the OA shall manage the process of developing weighted evaluation criteria to select the best PDB team. The evaluation framework shall align technical, commercial, risk-based, and

fee/price criteria with the Project's performance objectives, procurement strategy, and risk allocation approach.

4.4 – Support Formal RFQ/RFP and Selection Process for PDB Team

The OA shall lead and perform technical and process support for the PDB team selection process, with District review and approval, including the following:

1. Lead the drafting, coordination, and refinement of the RFQ, RFP, and technical procurement exhibits, working in close coordination with the District. The OA shall be responsible for preparing draft documents for District review and approval.
2. Coordinate and conduct procurement-related meetings and briefings, including internal alignment meetings, industry briefings, and Proposer-facing events, as directed by the District.
3. Schedule, organize and facilitate pre-proposal meetings and site tours.
4. Prepare and manage draft responses to Proposer questions during the RFQ and RFP stages, in coordination with the District, and submit finalized responses for District approval prior to issuance.
5. Provide technical expertise to evaluate proposals, including assessment of:
 - a. Technical approach and discipline expertise (e.g., structural, geotechnical, or other relevant disciplines)
 - b. Cost estimating methodology and pricing structure
 - c. Schedule approach
 - d. Risk assumptions and alignment with performance-based contract requirements.
6. Draft and prepare addenda to procurement documents, for District review and issuance.
7. Support proposal evaluation, including development of evaluation tools, scoring criteria, and evaluation worksheets, and support reference checks.
8. Assist in defining the format for organizing, and conducting one-on-one meetings and/or formal interviews with shortlisted firms.
9. Validate the consistency and completeness of the scoring process and ultimate recommendation for the District's selection of the top-rated DBE.

10. Provide an independent financial review of the selected DBE(s) to assess their underwriting capacity.

4.5 – Contract Negotiation Support

The OA shall lead the technical and commercial preparation for contract negotiations with the PDB firm, including evaluating terms, optimizing contract structure, and ensuring alignment with the District’s goals, risk tolerance, and budget. The OA shall coordinate with District staff and provide recommendations to support District decision-making, with the District retaining final negotiation authority. The initial contract price established in this phase of the Project will cover Phase 1, preconstruction and design.

The OA shall also support development of negotiation positions related to cost of work definition, contingencies, allowances, risk pricing, and performance acceptance criteria.

4.6 – Define Project Organizational Structure

The OA shall develop a detailed Project organizational chart including all necessary roles, their organization, and their primary responsibilities on the Project.

The OA shall also develop a responsibility table or matrix to identify all necessary roles and responsibilities for the Project and define which members of the District, OA, and the selected PDB firm are assigned to those roles and responsibilities throughout the design and construction phases.

Task 4 Deliverables

1. Meeting minutes and agendas as appropriate
2. Draft and final procurement documents
3. Draft and final evaluation criteria and scoring methodology
4. Financial Review Report for DBE’s underwriting capacity.
5. Project Organizational Chart and documentation
6. Market sounding summary memorandum documenting outreach performed, key market feedback themes, and recommended adjustments to the procurement approach, risk allocation, performance requirements, and contracting strategy.
7. Summary of reference check input, including references identified in DBE proposals and contacted by the District and/or the OA, with a synthesis of key themes relevant to the Project.

Task 5 – Pre-construction and Design

5.1 – Meetings

The OA shall conduct a design kickoff meeting and weekly progress meetings with the DBE and District staff to keep District informed on design progress and issues. Develop agenda and meeting minutes and distribute them for review comments from attendees.

5.2 – Design Review

The OA's technical staff shall actively support the Project by monitoring design development for compliance with the Contract and identifying any deviations from the Project performance requirements. OA staff shall regularly participate in the Design-Builder's design progress meetings to provide technical expertise, attend design review workshops, review design documents as they evolve, and evaluate key elements such as material and equipment quality, longevity, and adherence to Project design criteria and EIR requirements.

The OA's technical staff shall lead and assist the District with evaluation of alternative design options or scope additions, evaluate cost proposals and the risks involved in each alternative proposed by the DBE.

The OA shall not direct or perform design and shall not produce design or construction drawings, but may be asked by the District for recommendations related to the identification and acceptance of early work packages, selection of proposed design options and features, and assessment of value engineering proposals.

5.3 – Design Submittal Review

The OA shall assist the District with technical design reviews and provide timely consolidated written comments on each design submittal. The reviews ensure alignment with the Project's goals, budget, and performance criteria.

The OA shall verify that the design remains consistent with the agreed-upon scope and budget, identifying any scope creep or misalignment early. The OA shall assess whether the Basis of Estimate is well-documented, with clear assumptions; conformance to the agreed-upon contract terms for allowable costs production rates; subcontractor, equipment, and materials procurement documentation; and quantities. The OA shall ensure that risks are properly captured in the Risk Register and accurately reflected in the cost estimate and schedule.

The OA shall review responses to previous comments and verify that all previous comments have been appropriately addressed and/or incorporated into the Project's design.

5.4 – Monitor Project Progress

The OA shall be responsible for continually measuring progress on Project objectives and regularly reporting to the District and PDB team as the Project progresses. Progress updates should be developed in a memo format and occur quarterly, at a minimum, but unofficial progress should be reported at all Project progress meetings.

5.5 – Cost Estimate Review

The OA shall retain services of an Independent Cost Estimator (ICE) to review the DBE's cost estimate at each key design milestone. The OA shall validate the PDB firm's cost proposals on a monthly basis up to negotiation of the Contract Price.

5.6 – Maintain Risk Register

The OA shall be responsible for ensuring that the Project's risk register are maintained throughout the Project. These include risk register(s) populated on behalf of the OA for District-owned risks and risk register(s) to be maintained by the DBE for the risks it is responsible for managing. The OA shall review and confirm the DBE's risk identification, mitigation, schedule, and cost estimates and inform the District's decision making accordingly.

5.7 – Construction Phase Contract Price Negotiation

The OA shall develop and facilitate a process to assist the District in negotiating a Contract Price for the construction phase of the Project. The OA shall assist in review, negotiation, and ultimate acceptance of the DBE's Contract Price proposal, including:

1. Review and validation of the cost estimate, including the basis of estimate, proposed contingency and allowances, and DBE fee.
2. Review of the PDB firm's construction and related project execution plans.
3. Review of commissioning, start-up, and plans and process, including final acceptance criteria and related test plans.
4. Review of overall Project risk allocation level of confidence and final recommendation to the District regarding the final negotiated Contract Price, including the Phase 2 contract terms, final construction cost and schedule, DBE fee, contingency and allowance amounts, and guaranteed maximum price or lump sum implementation of the Contract Price.

5.8 – Partnering

The OA shall facilitate up to two formal partnering sessions, and follow-up sessions, as needed, with the DBE with the goal of creating a partnership between the District, the OA, and the DBE and its primary subcontractors.

To implement this partnership initiative, it is anticipated that within thirty (30) days of the DBE Notice to Proceed, the OA, DBE's Pre-construction and Design Project Managers, District's Construction Manager, and approximately ten (10) of the Contractor's key staff and six (6) key District personnel would attend a one (1) day partnership development/team building workshop.

The DBE shall also invite key personnel from major subcontractors. Follow-up workshops of one to two days' duration may be held periodically throughout the duration of the contract as agreed to by the District, the DBE, and the OA.

5.9 – Contract Price and Scope Finalization

The OA shall support the District in documenting and implementing the negotiated Design-Build Contract Price and construction phase scope by preparing and validating the technical, scope, cost, risk, and schedule documentation required to implement the negotiated design and construction phase.

This includes development and integration of the final baseline scope, performance requirements, cost model, risk register, schedule milestones, and contract exhibits that will form the technical and commercial basis for the Design-Build agreement and any associated work authorizations.

The OA shall assist the District with preparation of the technical documentation that supports contract modifications and work authorizations required to execute the construction phase. The OA shall not draft legal contract language.

5.10 – Off-Boarding

The OA shall assist the District with administration of the agreement in the event the contractual “off-ramp” is exercised by the District at any point prior to executing the Phase 2 agreement or in the case where a final agreement cannot be reached with the PDB firm on a final Construction Price.

Task 5 Deliverables

1. Agenda, draft and final meeting minutes distributed for review and comments from attendees
2. Consolidated design review comment packages for each design submittal, including comment resolution tracking
3. Independent cost estimates at agreed design milestones
4. Basis of Estimate review and validation memoranda
5. Updated Risk Register aligned with the cost model
6. Contract Price negotiation support memoranda
7. Final pre-construction scope, cost, risk, and performance reconciliation package

Task 6 – Construction (Work Authorization No. 2 - Future)

If authorized by the District under Work Authorization No. 2, the OA shall provide construction-phase support services in an advisory and oversight capacity.

The OA shall act as an extension of the District’s construction management team for Project controls, cost and schedule monitoring, quality assurance, and contract compliance. The OA shall not replace District construction management staff and shall not assume the DBE’s means-and-methods responsibilities.

6.1 – Construction Management

The OA shall provide support to the District’s construction management team for overall management of the Project or over the assigned areas of responsibility including, but not limited to:

1. Provide contract administration activities by augmenting the District's Construction Management support staff.
2. Coordinate with Design and Operations and Maintenance staff to resolve construction issues.

6.2 – Project Controls

The OA shall monitor Project cost and schedule and document issue progression including:

1. Review and evaluate contractor requests for change.
2. Work closely with the Office Engineer, Field Engineers, and Construction Managers to review District responses to submittals and request for information (RFIs) for completeness, compliance with the Contract, and potential cost and schedule impacts.
3. Draft and recommend Change Order Requests and dispute documentation responses for the Project Manager and assist with change order negotiation and preparation.

6.3 – Field Inspection

The OA shall provide field inspection services to assure compliance with the quality and functional requirements of the Contract including, but not limited to, general, warranty, and special inspections. The field inspection staff shall:

1. Conduct periodic surveillance and inspection of the work, monitor the construction contractor's quality processes, and coordinate field sampling and testing for verification of quality results as needed.
2. Prepare daily inspection reports and other quality records, including deficiency notices, using the District's online Construction Management Information System – Kahua or other Construction Management software as required by the District.

6.4 – Quality Assurance

The OA shall develop, plan, execute, and manage the District's construction QA program for the Project including:

1. Manage quality assurance material testing, review technical submittals for conformance with the contract documents.
2. Monitor the construction contractor's execution of their QC plan.
3. Attend as the District's primary representative the Contractor's QC preparatory, initial, and follow-up meetings for each definable feature of work.
4. Review and approve DBE's QC and the District QA daily field reports.

6.5 – Materials Testing

The OA shall provide management and coordination of special laboratory testing on select suitable samples to assure compliance with quality and functional requirements of the specifications. Materials testing services must be located within 50 miles of the Project site.

6.6 – Construction Safety

The OA shall provide construction safety inspection and oversight, including review of Contractor's and District Construction Management's Project safety documents for compliance with contract safety requirements.

The OA shall coordinate with the District's Construction Management staff and the DBE to monitor implementation of the DBE's safety program and to identify safety deficiencies or non-compliance. The OA shall not assume responsibility for contractor means and methods, site safety management, or regulatory compliance, which remain the responsibility of the DBE.

The OA shall assist in the investigation and reporting of safety incidents and shall maintain records of safety compliance and effectiveness.

The OA shall organize safety trainings for Project Construction Management staff as requested by the District.

6.7 – Construction Schedule

The OA shall review monthly schedule updates and narrative reports for compliance with contract requirements. Tasks shall include:

1. Track changes made to the schedule by running compression reports between schedules, identify changes to the critical path and activities logics, actual production vs planned, etc., and provide recommendation for schedule acceptance or required modifications.
2. Review DBE's assertions of Owner-caused delays and provide draft responses and/or rebuttals based on schedule analysis and field documentation.
3. Review Contactor Time Impact Analyses for reasonableness and validity and provides recommendations for their acceptance or modifications.

6.8 – Cost Estimates

The OA shall provide cost estimating support for the review and assessment of change requests, value engineering proposals, and claims analysis.

6.9 – Special Inspections

The OA shall provide specialty inspection as required by CBC Chapter 17 and District specifications, including but not limited to mechanical anchorage, structural steel

bolting, rebar placement, concrete placement, prestressing tendons, coatings, foundation subbase compaction and others as needed.

6.10 – Community Outreach

The OA shall assist the District’s Public Affairs office by staffing the role of Community Affairs Representative during construction. The Community Affairs Representative shall:

1. Maintain regular communication with the District’s Public Affairs office and offer support related to the Project.
2. Respond to public correspondence and other communications in conjunction with the District’s Public Affairs office.
3. Document key issues, agreements, and problems, and respond with follow-up activities or correspondence, as necessary.
4. Attend construction progress meetings and community update meetings.
5. Provide updates to the Construction Manager for review.
6. Ensure that Project participants have sufficient timely information to perform required duties and to coordinate efforts for success.
7. Be knowledgeable of current schedule status and community impacts and work with the District’s Public Affairs office to keep the neighbors up-to-date and be prepared to respond to public inquiries.

The OA shall work with the DBE to translate technical information developed as needed for presentation at public meetings. The OA shall provide advice on recommended vehicles and format of communications to best convey the targeted information.

The OA may be expected to develop a wide array of communications materials used in the public engagement process in conjunction with the District’s Public Affairs office and Graphics staff. The following types of communications materials will likely be required as part of this scope of services:

1. Presentations and branding documents
2. Fact Sheet(s), newsletters, brochures, social media posts, webpage updates
3. Posters (maps, drawings, charts, etc.)

Task 6 Deliverables (Work Authorization No. 2 – If authorized)

1. Monthly reports on Project controls (cost, schedule, and forecast)
2. Change order and claim analysis memoranda supporting the District’s position
3. Schedule analysis and Time Impact review reports (as applicable)
4. QA and inspection summary reports
5. Project close-out and claims-support documentation

F. PROPOSER QUALIFICATIONS

This contract includes services that qualify the work as a public works project.

See Exhibit A – RFP Response Packet and the submittal instructions for specific materials to be included in the proposal. Proposer qualifications shall be addressed in the Statement of Qualifications (SOQ) as well as the Relevant Project Experience Summary (People and Project Experience Table). The qualifications of the lead firm, any subconsultant(s), and the Key Staff must collectively demonstrate experience on projects of similar type, size, and complexity as the Project.

1. Proposer Minimum Qualifications
 - a. The qualifications of the lead firm, any subconsultant(s), and the Key Staff must collectively demonstrate experience on projects of similar type, size, and complexity as the Project.
 - b. Proposers shall possess all permits, licenses, and professional credentials necessary to perform the services specified under this RFP.
2. Proposer (Firm) Minimum Qualifications
 - a. The lead firm shall oversee and coordinate all aspects of the proposed project team’s scope of work. The lead firm must provide information that demonstrates its experience on projects of similar type, size, and complexity as the Project.
 - b. Experience must include the lead firm’s support for an award of at least two (2) collaborative delivery infrastructure projects as an owner advisor or program manager for a water or wastewater agency within the last ten (10) years. The relevance of cited projects, and the experience of specific individuals proposed for this project, should be emphasized. For purposes of this procurement, “award” means procurement completed through execution of a collaborative delivery contract (e.g., Progressive Design-Build, Fixed-Price Design-Build, CM/GC, CMAR, or equivalent).
 - c. For each project used to demonstrate minimum qualifications or experience, Proposers shall provide the information required in Exhibit A and a project description including, at a minimum:
 - (A) Water or wastewater infrastructure project owner name and location.
 - (B) Project description and delivery method.
 - (C) Project size (installed capital cost, including design for design-build projects) and lead firm’s contract value for OA-related services.
 - (D) Role of the lead firm (Owner Advisor, Program Manager, etc.)
 - (E) Current status (awarded [as defined above], in progress, or completed)

- (F) Staff and their roles involved in the project that have been proposed as Key Staff for this project
- (G) A contact reference (including title, phone number and email address) who is willing to provide feedback to the District on the OA's performance as a firm on the referenced project. Proposers are advised to inform references in advance so that the District may contact them.

3. Key Staff (People) Minimum Qualifications

- a. Provide names and qualifications for three OA Key Staff, clearly delineating their respective roles for implementing the OA scope, providing collaborative delivery procurement and commercial insight, and any other functions deemed critical for success by the Proposer. Key Staff individuals may assume multiple roles, if qualified.
- b. At least one of the designated Key Staff roles must fill the function of the administrative Project Manager and serve as the primary client contact responsible for the day-to-day management of the Project, and ensuring that scope, budget, and schedule objectives are met.
- c. At least one of the proposed Key Staff must meet the following minimum requirements:
 - (A) Experience successfully completing procurement through award [as defined above] for at least two collaborative delivery projects as an owner advisor for a water or wastewater infrastructure project within the last ten (10) years.
 - (B) Must be an employee of the lead firm.
 - (C) Must have at least ten (10) years of experience managing the procurement or implementation of water or wastewater infrastructure projects.
 - (D) For each project used to demonstrate Key Staff experience, Proposers shall clearly describe the person's specific role, responsibilities, and level of involvement.
- d. For each proposed Key Position, Proposers shall provide the information required in Exhibit A and a resume, including, at a minimum:
 - (A) Key Staff Title/Function
 - (B) Years of relevant experience and any pertinent degrees and certifications
 - (C) Summary of relevant work/project experience, including meeting the specific experience requirements identified above for at least one of the proposed Key Staff.

- (D) Description of current workload and ability to support this project, including identification of any active or anticipated projects that may affect availability or represent an actual or perceived conflict with this project.
- (E) Anticipated level of effort for this Project (e.g., full-time, part-time, or approximate percentage)
- (F) A contact reference (including title, phone number and email address) who is willing to provide feedback to the District on the Key Staff member’s performance as an individual on a relevant project.
- (G) Proposers are advised to inform references in advance that the District may contact them.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	February 20, 2026	
Virtual Pre-Proposal Meeting	March 2 2026 at 2 p.m.	Meeting will be held on Zoom. For meeting invitation, please send an e-mail to centralreservoirreplacement@ebmud.com . Include your first and last name, e-mail address, and the name of your organization.
Requests for Clarification Due	March 13, 2026 by 4:00 p.m. PDT	
Response Due	April 3, 2026 by 4:00 p.m. PDT	
Proposer Team Interviews	Week of April 20, 2026 EBMUD Administration Building 375 11 th Street, Oakland, CA	
Anticipated Proposer Selection	May 15, 2026	
Contract Negotiation with Selected Team	May 15 – June 12, 2026	
Anticipated Contract Award Date	July 28, 2026	

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

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

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

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

B. EVALUATION CRITERIA/SELECTION COMMITTEE

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

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria	Points
A.	<p>Project Approach</p> <p>The Proposer will be evaluated to determine the following:</p> <ol style="list-style-type: none"> 1. Demonstrates a clear understanding of the deliverables, schedule milestones, and the District’s expectations. 2. Does the Proposer’s implementation plan and schedule meet the District’s objectives? Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District’s schedule. 3. Does the Proposer demonstrate a clear approach to early market outreach and market sounding, including the ability to engage broadly with the industry in a transparent and procurement-compliant manner to attract qualified PDB teams? 4. Do proposed OA scope changes add value to the District or provide collaborative delivery insight? 	25
B.	<p>Key Staff (People) Qualifications</p> <ol style="list-style-type: none"> 1. Have the proposed Key Staff delivered highly relevant projects in an OA or other critical role for water and wastewater facilities via collaborative delivery, of similar size and complexity? 2. Do the Key Staff have OA experience supporting “first-time” or less experienced owners? How many? 3. Have the Key Staff delivered PDB projects using effective methods or approaches tailored to a PDB project? 4. Have the Key Staff demonstrated effective facilitation to help build consensus among diverse stakeholders? 5. Does the Key Staff designated as the Project Manager demonstrate strong capabilities and relevant experience in project management and in coordinating multiple subconsultant teams? 6. Does at least one of the designated Key staff meet the stated minimum experience requirements? 7. Are the provided references responsive and do they provide positive feedback on the Key Staff individuals’ past performance? 	25

<p>C.</p>	<p>Project Team (Firm) Qualifications</p> <ol style="list-style-type: none"> 1. Has the lead firm delivered highly relevant projects as an OA or other critical role for water and wastewater facilities via collaborative delivery, of similar size and complexity? 2. Has the lead firm supported award of at least two (2) collaborative delivery infrastructure projects as an owner advisor or program manager for a water or wastewater agency within the last ten (10) years? 3. Does the lead firm demonstrate breadth and depth of relevant project experience including project controls, cost estimating, risk management, and construction-phase advisory support related to cost, schedule, quality, and contract compliance? 4. Does the lead firm’s organizational approach demonstrate an effective and cohesive project approach with clear accountability and responsibility within the project team? 5. Does the lead firm’s relevant experience include staff proposed as Key Personnel for this project? 6. Are the provided references responsive and do they provide positive feedback on the lead firm’s past performance? 7. Has the Proposer demonstrated a specific instance or approach where their support of a collaborative delivery procurement and its delivery has resulted in a true, articulable benefit to their client. How is this experience directly applicable to EBMUD? 	<p>20</p>
<p>D.</p>	<p>Oral Presentation and Interview Q&A</p> <p>Shortlisted Proposers will be evaluated based on the oral presentation at the interview, and how they respond to the panel’s questions, as well as how effectively the team demonstrates effective collaboration, cohesion, and the ability to work together as an integrated team. The oral interview will consist of questions asked of each of the Proposers and additional specific questions regarding their specific RFP response. Invitations for the interview and presentation are only given to shortlisted Proposers.</p>	<p>20</p>
<p>F.</p>	<p>Contract Equity Program Compliance</p> <p>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 5 points to increase their total score to 10.</p>	<p>5</p>

C. PRICING

1. Prevailing Wages:

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

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

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

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

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

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

D. NOTICE OF INTENT TO AWARD AND PROTESTS

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

Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

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

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

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

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

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

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

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

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

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

E. INVOICING

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

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Org 551

EBMUD Design Division

E-Mail: centralreservoirreplacement@ebmud.com

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Org 551

EBMUD Design Division

E-Mail: centralreservoirreplacement@ebmud.com

B. SUBMITTAL OF RFP RESPONSE

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

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

2. Submit hard copy proposals to:

<p>RESPONSE DELIVERED BY SERVICE (UPS, FedEx, DHL, etc., during business hours: 8:00 AM to 3:30 PM only)</p> <p>Org 551 EBMUD – Purchasing Division Owner Advisor – Central Reservoir Replacement Project No. 551-26-01 375 11th Street Oakland, CA 94607</p>	<p>RESPONSE DELIVERED BY MAIL (U.S. Postal Service) to:</p> <p>Org 551 EBMUD – Purchasing Division Owner Advisor – Central Reservoir Replacement Project No. 551-26-01 P.O. Box 24055 Oakland, CA 94623</p>	<p>RESPONSE HAND-DELIVERED (during business hours: 8:00 AM – 4:00 PM only)</p> <p>Org 551 EBMUD – Purchasing Division Owner Advisor – Central Reservoir Replacement Project No. 551-26-01 Purchasing Office 375-11TH Street, 1st Floor Oakland, CA 94607</p>
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3. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. Please include four (4) additional hardcopies of the RFP.
4. Proposers must also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy shall be in a single file (PDF) format, and shall be an exact scanned image of

the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

5. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
6. 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.
7. 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.
8. 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.
9. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

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



EXHIBIT A
RFP RESPONSE PACKET
RFP for Engineering Consulting Services as Owner Advisor
Central Reservoir Replacement Project

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

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

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

- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**

- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. NO OTHER EXCEPTIONS, AMENDMENTS, OR CLARIFICATIONS IN THE PROPOSAL WILL BE CONSIDERED.**

- **THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT NO OTHER EXCEPTIONS, AMENDMENTS, OR CLARIFICATIONS IN THE PROPOSAL, OR MAY DEEM THEM TO BE UNACCEPTABLE.**

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.



PROPOSER INFORMATION AND ACCEPTANCE

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

Addendum #	Date

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

and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

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

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

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

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

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

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

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

YES NO

If so, please list :

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

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific content 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. Cover. Clearly state the RFP number and project, and lead firm name,
2. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. The letter of transmittal should clearly identify the Lead Firm, the office location(s) where the work would be performed, and the project manager as the District’s primary point of contact. The letter should be signed by an individual having authority to execute an agreement with EBMUD.
Page Limit: 1 page
3. **Statement of Qualifications:** To be considered for this project, your firm must complete the Statement of Qualifications (SOQ) Form in Exhibit A. The purpose of the SOQ is to clearly identify relevant team experience that qualifies your firm for preparation of the work. In addition to identification of the lead firm, the SOQ shall include required key personnel and proposed subconsultants associated with the RFP who will provide OA services. The Proposer may use an alternate format to the SOQ Form provided as long as all the requested information is included and presented clearly.
Page Limit: None
 - (a) Fill all fields to demonstrate the Proposer’s (Lead Firm) qualifications in regards to RFP Section I.B PROPOSER QUALIFICATIONS.
 - (b) References should have similar scope, complexity, 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 Proposal and to use the information gained from them in the evaluation process.
 - (d) Provide resumes for all key project personnel.
4. **Project Approach:** The proposal should include a clear and complete discussion of how each task in Section I(E) – Project Scope, as applicable, will be completed and in sufficient detail to

present the proposed approach. In general, the project approach should demonstrate how the Proposer will:

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

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

As applicable, the Proposer is encouraged to break tasks into subtasks and describe how these subtasks will contribute to the completion of the task and deliverable. Clearly identify planned meetings, activities where District involvement is required, and activities where outside party involvement is required for each task. Portions of separate tasks may be performed concurrently. Task and subtask dependency should be reflected in the Proposer's schedule:

- Coordinate all deliverables. Draft reports are required prior to all final reports.
- Attend and support project management and/or working meetings with EBMUD.
- Manage schedule and budget and report progress.
- Address any performance issues that may arise during the period of the contract.
- Ensure quality assurance/quality control for work.
- Coordinate and work effectively with District staff.
- Coordinate and work effectively with subconsultants, the PDB team, and outside agencies.
- See Section I(E) – Project Scope, Task 1 - Project Management.

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

The Proposal shall include a detailed schedule, up to completion of Procurement Phase only. The schedule should indicate how the Proposer will ensure adherence to the timetables for completing the tasks and deliverables outlined in this RFP. Clearly identify the critical path and

tasks that can be worked on concurrently. The major milestone deliverable dates must be included (at a minimum) for each Deliverable in Section I(E), Scope of Work.

Page Limit: 20 pages (the schedule only may be presented on up to four (4) 11 x 17 inch pages, which will each count as 1 page within the section's page limit)

5. **Project Team (Firm) Qualifications:** The proposal should describe how the Proposer's lead firm and any named subconsultant(s) will support the District in meeting the objectives of the project. Include a summary description of the lead firm's qualifications and relevant project experience as well as any other resources (e.g., subconsultants or subject matter experts) that will be made available to the project.

Page limit for Project Team (Firm) Qualifications narrative: 8 pages

Complete and attach and attach Project Descriptions for up to seven (7) projects that meet the requirements and include the contents described above, and that align to the relevant criteria included in Relevant Project Experience Summary, below. Note that 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 Proposal and to use the information gained from them in the evaluation process.

Page limit for each Project Description: 2 pages each

Complete and attach Relevant Project Experience Summary (People and Project Experience Table)

Page limit for Attachment B: None

6. **Key Staff (People) Qualifications.** Provide a narrative description of the proposed team for this project. Include a summary of Key Positions and the rationale for the functions designated as Key. Include a brief description of other non-key functions and proposed personnel Identify the Key Personnel that will lead the project efforts per the instructions and qualification requirements described above. Include a project organizational chart. Note the firm name and title/role for each team member.

Page limit for Key Staff (People) Qualifications narrative: 6 pages (the project organization chart only may be presented on a single 11 x 17 inch page, which will count as 1 page within the section's page limit)

Complete and attach resumes for the three Key Personnel that meet the requirements and include the contents described above. Note that the District may contact some or all of the references provided in order to determine Proposer's Key Staff 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 Proposal and to use the information gained from them in the evaluation process.

Page limit for each Resume: 2 pages each

7. **Labor Hours by Task (up to completion of Procurement Phase only):** Provide a detailed breakdown of labor hours by Task and positions, including subconsultants. The estimate of labor hours presented in the proposal will provide a basis for contract negotiations with the selected Proposer. The Proposer may use the table provided below as a template.

	Estimated Labor Hours by Task		Total Hours per Task
	Project Manager	... (roles listed in the table above, add column for each role)	
Task 1			(Sum hours for this task)
Task 2			
... (add a new row for each Task in Exhibit)			
Total Hours per Role	(Sum hours in rows above within this column)	(Sum hours in rows above within this column)	(Total Project Hours)

8. **Exceptions, Clarifications, Amendments:**

- (a) The RFP response shall include a separate section calling out all exceptions, clarifications, 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, and Amendments” section of this Exhibit A – RFP Response Packet.
- (b) Proposer is encouraged to contact the District with questions regarding the RFP, if necessary, during the proposal phase.
- (c) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY SUGGESTED EXCEPTIONS, CLARIFICATIONS, OR AMENDMENTS.**

9. **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.

10. **Summary of Sections and Page Limits:**

<u>Item</u>	<u>Page Limit</u>
Transmittal Letter	1
SOQ	as needed
Project Approach	20 (inclusive of up to 4 11 x 17 pages for the schedule)
Project Team (Firm) Qualification	8, plus up to 7 Project Descriptions of 2 pages each, plus the Relevant Project Experience Summary
Key Staff (People) Qualifications	8 (inclusive of 1 11 x 17 page for the organization chart), plus three Key Staff resumes of 2 pages each
Labor Hours by Task (up to completion of Procurement Phase only)	
Exceptions, Clarifications, Amendments	As needed
Contract Equity Program Forms	As needed
Resumes	Max 2 per person
Exhibit D Iran Contracting Act Sheet	1 (Exhibit D)



Relevant Project Experience Summary (People and Project Experience Table)

Complete the table included on the following page as instructed herein. This form is available in MS Word by contacting centralreservoirreplacement@ebmud.com.

The Project Relevance Criteria for Columns A through G on the following form are as follows:

- A. Independent cost development oversight: provided an independent review and validation of a third-party open-book cost estimate.
- B. Technical expertise: provided technical expertise in design and oversight of projects with large concrete tanks and earthwork as a design-builder or a design consultant in delivering “design to budget” solutions.
- C. Procurement leadership: supported a collaborative procurement strategy that aligns to industry best practices, encouraged competition, and resulted in a successful project award and supported negotiation for contract pricing.
- D. Public agency decision support: supported staff with Board experience and knowledge to effectively communicate collaborative delivery approaches and benefits.
- E. Collaboration and facilitation: demonstrated effectiveness in facilitating workshops and partnering sessions that drive alignment and surface challenges early.
- F. Risk management: developed and managed project risk register and facilitated risk sharing with design-builder.
- G. Collaborative Design Build Experience: Demonstrated expertise leading a project during all aspects of the construction phase through acceptance testing and completion of a collaborative delivery project

<p align="center">Project Experience Matrix</p> <ul style="list-style-type: none"> Featured Projects listed in this Experience Matrix will be evaluated based on demonstrated relevant experience for the required Criterion A through G. Provide a minimum of three (3) and up to seven (7) reference projects for this matrix. Individual projects with alignment to the greatest number of relevant experience categories, supported by corresponding details in the project descriptions, will receive the highest scores. Only include information for subconsultants/ subcontractors that are members of the Design-Build entity for this project. Checking all the required experience categories with fewer projects is generally preferred. Caution: do not indicate relevance unless significant scope and experience is described in the accompanying project description. 	Key Personnel and Roles	Project Criterion A:	Project Criterion B:	Project Criterion C:	Project Criterion D:	Project Criterion E:	Project Criterion F:	Project Criterion G:
Featured Project 1 Title (title should match detailed accompanying Featured Project Description)								
<p>Respondent Role: Key Firm Name (e.g., Respondent, Subcontractor, or Subconsultant)</p> <p>Featured Project Role: (e.g., Prime, subcontractor, subconsultant, etc.)</p> <p>Project Delivery: Delivery Method, Construction Cost, Start and End dates)</p>	<p>Key Personnel 1: Role</p> <p>Key Personnel 2: Role</p> <p>Key Personnel 3: Role</p> <p>Etc.</p>				<p>X</p> <p>Mark Relevant Columns (as per this example)</p>			
Featured Project (2-7) Title (title should match detailed accompanying Featured Project Description)								
<p>Respondent Role: Key Firm Name (e.g., Respondent, Subcontractor, or Subconsultant)</p> <p>Featured Project Role: (e.g., Prime, subcontractor, subconsultant, etc.)</p> <p>Project Delivery: Delivery Method, Construction Cost, Start and End dates)</p>	<p>Key Personnel 1: Role</p> <p>Key Personnel 2: Role</p> <p>Key Personnel 3: Role</p> <p>Etc.</p>							



**Statement of Qualifications (SOQ) Form
RFP for Engineering Consulting Services as Owner Advisor
Central Reservoir Replacement Project**

Proposer Name: _____

Engineering Consulting Services as Owner Advisor – Central Reservoir Replacement Project Statement of Qualifications				
Under Project Team Definition: (1) indicate the estimated portion of the total consulting fee for which each firm is responsible. Total should equal 100%; (2) provide resumes for all key project personnel, and (3) refer to RFP Section I.F for information on minimum qualifications. For qualifying experience, space is provided — add additional rows as needed. This form is available in MS Word by contacting centralreservoirreplacement@ebmud.com .				
Project Team Definition				
	Firm/Primary Location	Expertise (e.g. Condition Assessment, Design, Peer Review)	Est % (\$/\$)	M/WBE (Y/N)
Lead				
Sub				
Sub				
... (insert more rows as needed)				

Lead Firm Key Personnel Qualifications

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

Subconsultant Key Personnel Qualifications

Name (Title)	Years of Employment at Lead Firm	Total Years of Experience on Relevant Projects	General Role (Discipline)	PE License No. (if applicable)
... (insert more rows as needed)				

QUALIFYING EXPERIENCE (fill out additional forms as applicable)

Project 1

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared (2015-2025):

Construction Cost:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:

Project 2

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared (2015-2025):

Construction Cost:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:

Project 3

Project Name:

Subconsultant(s) and Role, if any:

Client Name:

Project Description:

Personnel Involved and Role:

Year Prepared (2015-2025):

Construction Cost:

Contract Fee:

Lead Firm Contact Name, Title:

Lead Firm Contact Phone, Email:

Client Contact Name, Title:

Contact Phone, Email:



EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS
RFP for Engineering Consulting Services as Owner Advisor
Central Reservoir Replacement Project

Proposer Name: _____

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

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to/ Recommends...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

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

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

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

- A. Workers' Compensation insurance including Employer's Liability insurance with minimum limits as follows:
 - Coverage A. Statutory Benefits Limits
 - Coverage B. Employer's Liability of not less than:
 - Bodily Injury by accident: \$1,000,000 each accident
 - Bodily Injury by disease: \$1,000,000 each employee
 - Bodily Injury by disease: \$1,000,000 policy limit

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

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

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

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

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

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

operations) for liability arising in whole, or in part, from work performed by or on behalf of CONTRACTOR, or in any way related to Services performed under this Agreement.

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

Verification of Commercial General Liability (CGL) Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

III. Business Auto Liability Insurance Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. Auto insurance with minimum coverage and limits as follows:
 - Each Occurrence Limit (per accident) and in the Aggregate: \$2,000,000
 - Bodily Injury and Property Damage: \$2,000,000
- D. Coverage must include either “owned, non-owned, and hired” autos or “any” automobile. This provision ensures the policy covers losses arising out of use of company-owned vehicles (“owned autos”), employee’s personal autos (“non-owned autos” meaning not owned by company/insured) or autos that are rented or leased (“hired autos”).

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

Verification of Business Auto Liability Insurance Coverage

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

Self-Insured Retention: Amount: \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period: from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

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

insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

- B. Minimum Requirements: Professional Liability Insurance with minimum limits as follows:
- Each Claim: \$5,000,000
 - Aggregate Limit: \$5,000,000

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. 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.

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:

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

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

7. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's limits.
8. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

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

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

EXHIBIT C

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT (DRAFT)

*(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

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>.

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

* ODCs = Other Direct Costs.

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

(Include both 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

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

MINIMUM
AMOUNT*

MINIMUM
PERCENT**

*(Name of
Subcontractor's firm)*

\$(dollars)

(1 to 99)

*(Name of
Subcontractor's firm)*

\$(dollars)

(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)*.



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
(Not Used)**



EXHIBIT F REFERENCE MATERIAL

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

Documents:

1. Basis of Design Report (BODR)
 - a. TM 3.1 Pre-stressed Tank Design Criteria
 - b. TM 3.4 & 3.6 Transite Roof Removal and Demolition of Existing Central Reservoir
 - c. TM 3.7 Conceptual Substructure Pre-Design
 - d. TM 3.8 Site Plan
 - e. TM 3.10 Detailed Substructure Pre-Design
 - f. TM 3.14 Post Construction Inspection and Repairs
 - g. TM 3.17 Prestressed Tank Concrete Mix Design
2. Project Geotechnical Report
3. Project Pre-design Decision Log
4. Mitigation Monitoring and Reporting Program (MMRP) and Practices and Procedures Monitoring and Reporting Plan (PPMRP)
5. The Drafting and Specification preparation guidelines are available at the District's external website.
 - a. Drafting Guidelines: https://www5.ebmud.com/specsinternet/projects/01_Drafting_Guidelines
6. Instructions for Preparation of Specifications by Consultants:
 - a. <https://www5.ebmud.com/specsinternet/projects/02%20Spec%20Guidelines/Instructions%20for%20Spec%20Preparation%20by%20Consultant.pdf>

