

# REQUEST FOR PROPOSAL (RFP)

## for PROFESSIONAL SERVICES FOR SD-467 PLANTWIDE EMERGENCY STANDBY GENERATOR PROJECT

### ***ADDENDA***

Prospective bidders are responsible for reviewing any published addenda regarding this bid at [ebmud.com/business-center](http://ebmud.com/business-center)

### ***CONTACT***

**Adam Mansour**, Associate Civil Engineer  
(510) 287-1162  
[Adam.Mansour@ebmud.com](mailto:Adam.Mansour@ebmud.com)

### ***RESPONSE DUE***

August 14, 2026  
4:00 p.m. PST

### ***SUBMIT ELECTRONICALLY TO\****

**Adam Mansour**, EBMUD  
[Adam.Mansour@ebmud.com](mailto:Adam.Mansour@ebmud.com)  
*\*Hardcopy proposals will not be accepted*

# **EAST BAY MUNICIPAL UTILITY DISTRICT**

## **RFP for PROFESSIONAL SERVICES FOR SD-467 PLANTWIDE EMERGENCY STANDBY GENERATOR PROJECT**

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## **I. STATEMENT OF WORK**

### **A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe professional services needed for a new plantwide emergency standby generator system with load bank(s), to be located at the East Bay Municipal Utility District's (District's) Main Wastewater Treatment Plant (MWWTP). Consultant services shall include an existing conditions review of the electrical power system and the design, support during the bid period, and engineering services during construction of a new medium voltage plantwide emergency standby generator system. The consultant shall provide multidisciplinary design services to support the project including electrical, civil, structural, mechanical, instrumentation and controls, and environmental/air permitting.

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

The District would like to improve electrical resiliency at the MWWTP and previously contracted a consultant to identify electrical power system failure vulnerabilities and consequences, develop and evaluate alternatives to enhance electrical resilience, and ultimately provide a Wastewater Electrical Resiliency Master Plan. The Plantwide Emergency Standby Generator project was proposed as part of the Electrical Resiliency Master Plan and includes the installation of two new medium voltage (12.47 kilovolt [kV]) emergency standby generators and loadbank(s) connected to the existing switchgear, along with on-site diesel fuel storage, protection barriers, and spill containment. The design consultant shall also coordinate with District staff to apply for and acquire permits, including but not limited to those related to the California Environmental Quality Act (CEQA) and the Bay Area Air District.

### **B. PROPOSER QUALIFICATIONS**

1. See Exhibit A – RFP Response Packet, Required Documentation and Submittals, for specific materials to be included in the proposal. Proposer's qualifications should be addressed in the Statement of Qualifications (SOQ).
2. Proposer Minimum Qualifications
  - a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing medium voltage electrical engineering and control systems design, and engineering services during construction for at least ten (10) years.

- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. Proposer's project manager (PM) assigned to this project shall have the following experience:
  - (1) Employee of the Lead Firm
  - (2) As a project manager, at least ten (10) years of experience managing multi-disciplinary projects that require close coordination among structural, architectural, mechanical, and electrical disciplines.
  - (3) Experience in managing the preparation of multi-disciplinary bid documents for construction, including for municipal capital improvement projects.
- d. The Qualifications of the proposer's firm, any subconsultant(s), and project team must collectively demonstrate experience on projects of similar type, size, and complexity as the proposed project. A project may be used for more than one category. Experience must include at least the following:
  - (1) Three (3) medium voltage generator, medium voltage electrical power system, and instrumentation and controls design projects for similar facilities resulting in the production of bid documents for construction, completed within the last ten (10) years. Projects shall have had a consultant contract value over \$500,000.
- e. The Proposer's staff or subconsultants shall stamp all deliverables, reports, drawings, and specifications. Stamps shall be of their relevant disciplines including but not limited to:
  - (1) California Professional Engineer(s) in good standing licensed with the Board for Professional Engineers, Land Surveyors, and Geologists.
- f. Proposer shall possess all permits, licenses, and professional credentials necessary to perform engineering services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

The District is seeking a Consultant to provide engineering services for the design of a new plantwide emergency generator system, comprised of two new medium voltage (12.47 kV) emergency generators and load bank(s) connected to the existing switchgear, along with on-site diesel fuel storage, protection barriers, and spill containment. Tasks will include an evaluation of the existing electrical power and controls system; preliminary design including site selection; design; drafting; coordination with subconsultants and District's in-house structural design team; permitting; cost estimating; development of construction sequencing and scheduling; development of testing and commissioning procedures; preparation of bid documents (drawings and specifications) for construction; bid period services; and engineering services during construction.

The Consultant shall coordinate with District staff for equipment location, power needs, and other parameters required for a complete electrical, instrumentation, and controls design. All drafting (except for surveying and structural design, to be performed by the District) shall be performed by the Consultant, in accordance with the District's drafting standards.

The following is an outline of tasks for this project. See Exhibit E for the full Scope of Work.

|        |                                               |
|--------|-----------------------------------------------|
| Task 1 | Project Management                            |
| Task 2 | Quality Assurance and Quality Control         |
| Task 3 | Data Collection and Existing Condition Review |
| Task 4 | Preliminary Design                            |
| Task 5 | Detailed Design                               |
| Task 6 | Bid Period Services                           |
| Task 7 | Engineering Services During Construction      |
| Task 8 | Record Drawings                               |
| Task 9 | Optional Services                             |

The scope of work requires the Consultant to designate a subconsultant to serve as a third-party Subject Matter Expert (SME) in support of all electrical, instrumentation, and controls design tasks. See Task 2.2 in Exhibit E for more detailed information and qualification requirements.

The planning design phase will involve the collection and review of existing documents and data, on-site investigations, and review of the existing relevant MWWTP electrical infrastructure to support the evaluation and design efforts.

Preliminary design will involve defining the project criteria, developing preliminary design of improvements, identifying project constraints, evaluating value-added design options that will help to reduce construction costs and/or provide flexibility for future expansion, planning the construction phasing and staging, addressing District and User Group input, and preparing the Preliminary Design Report that will serve as the basis of design for the project. Preliminary design will also include initiating CEQA, air permitting, and other required permitting work early in design to plan for permit issuance prior to generator purchase and/or construction.

Following the preliminary design phase, detailed design will be performed with submittals at 50 percent, 90 percent, and 100 percent/final completion. User Group meetings with District operations and maintenance staff will be held at each phase of design and as needed, to solicit feedback and address concerns. Management briefings with District Management will be held to confirm agreement at each phase of design and as needed. Detailed design will also include finalizing CEQA, air permitting, and other required permitting work to acquire necessary permits prior to generator purchase and/or construction. If necessary, the Consultant shall coordinate with the District and Schweitzer Engineering Laboratories (SEL) on any proposed changes to the SEL PowerMax monitoring and control system for interlocks, automatic switching schemes, and generator control.

The Consultant shall provide bid period services after the contract documents are advertised, and engineering services during construction (ESDC) after the construction contract is awarded.

#### D. DELIVERABLES / REPORTS

1. See Exhibit E – Scope of Work.

## II. CALENDAR OF EVENTS

| EVENT                                         | DATE/LOCATION                |                                     |
|-----------------------------------------------|------------------------------|-------------------------------------|
| <b>RFP Issued</b>                             | July 10, 2026                |                                     |
| <b>Optional In-Person Proposal Conference</b> | July 29, 2026 @ 10:00 AM     | 2020 Wake Avenue, Oakland, CA 94607 |
| <b>Response Due</b>                           | August 14, 2026 by 4:00 p.m. |                                     |
| <b>Anticipated Interviews</b>                 | Week of August 24, 2026      |                                     |
| <b>Anticipated Board Award</b>                | October 27, 2026             |                                     |

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

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

A. VIRTUAL PROPOSAL CONFERENCE

An optional in-person proposal conference will be held to:

1. Allow the District to present the scope of the project.
2. Provide Consultants an opportunity to tour the site, receive documents, etc. necessary to respond to this RFP.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

Attendees are asked to **RSVP** to the Project Managers in advance of the virtual proposal conference by emailing [adam.mansour@ebmud.com](mailto:adam.mansour@ebmud.com).

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

**III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS**

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall level of effort or associated cost.
3. The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.

5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract: The District reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the District may require. Award will be made, or proposals rejected by the District as soon as possible after proposals have been opened.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

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

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

RFP responses will be evaluated and scored according to the Evaluation Criteria below. 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 PART 1: Criteria used to select Top Proposers for Interviews**

|           | <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                              | <b>Points</b> |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>A.</b> | <b>Firm(s) Experience:</b><br>RFP responses will consider the type of projects completed and compare the extent of relevant experience of Proposer's team in the following areas:<br>1. Evaluation of medium voltage electrical power system and relevant facilities, including electrical, instrumentation, structures, equipment, and conduit piping. | <b>20</b>     |



|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|           | <ol style="list-style-type: none"> <li>2. Electrical and civil engineering design for upgrades to similar medium voltage electrical power systems and facilities.</li> <li>3. Detailed design, including cost estimating and construction sequencing/scheduling experience for similar facilities.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |
| <b>B.</b> | <p><b>Key Personnel:</b><br/>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the Project Team have relevant experience on evaluation and detailed design for similar medium voltage electrical power systems and facilities?</li> <li>2. Are the Project Team resumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work this project requires?</li> <li>3. How extensive is the applicable experience of the personnel designated to work on the project?</li> <li>4. Does the Project Team have availability and responsiveness to perform the work?</li> <li>5. Has the Project Team worked together on similar projects?</li> <li>6. Does the Project Manager demonstrate effective leadership skills managing multidisciplinary projects? Does the Project Manager have experience working with municipal agencies?</li> </ol>                                                                                                                                                                            | <b>30</b> |
| <b>C.</b> | <p><b>Project Understanding and Approach:</b><br/>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the Proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the Proposer demonstrated that it understands the deliverables the District expects it to provide?</li> <li>4. Does the Proposer identify a clear and logical approach to implementing the required improvements?</li> <li>5. Does the Proposer describe technical solutions that meet needs in an effective and cost-efficient way?</li> <li>6. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>7. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>8. Does the labor hours for each task ensure the Proposer's understanding of the project scope and does allocation of resources meet the District's expectations?</li> </ol> | <b>10</b> |
| <b>D.</b> | <b>Implementation Plan and Schedule:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>10</b> |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|           | An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the District's schedule. 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.                                                                                                      |           |
| <b>E.</b> | <b>Contract Equity Program:</b><br>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 their total score. | <b>5</b>  |
|           | <b>Subtotal – Possible Points</b> (A through E, before References & Interviews)                                                                                                                                                                                                                                                                                                                                                         | <b>75</b> |

**EVALUATION PART 2: Evaluation Including References & Interview**

|           | <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Points</b> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|           | <b>Subtotal – Possible Points (A through E from above)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>75</b>     |
| <b>F.</b> | <b>References (See Exhibit A – RFP Response Packet):</b><br>References are only performed on the top Proposers from Evaluation Part 1. References score will be based on: <ol style="list-style-type: none"> <li>1. Strength of references for Proposer’s projects.</li> <li>2. Strength of references for staff.</li> </ol> References will be contacted to address the criteria and questions above. The District will make a reasonable effort to reach each reference, however, the reference may be deemed invalid if no response is received. It is the Proposer’s responsibility to verify their references are reachable at the provided contract information.     | <b>10</b>     |
| <b>G.</b> | <b>Interview:</b><br>Interviews are only performed on the top Proposers from Evaluation Part 1. The interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response. interview will be evaluated based on: <ol style="list-style-type: none"> <li>1. Proposed team’s ability to present their proposal in an organized, concise, and timely manner.</li> <li>2. Project Manager’s demonstration of effective leadership.</li> <li>3. Responses to specific questions regarding the specific RFP response.</li> </ol> <b><i>Proposed key staff must be included as part of the interview team</i></b> | <b>15</b>     |
|           | <b>Total Possible Points (A through G)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b>    |

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

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

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

D. INVOICING

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the General or 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 General or 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: Adam Mansour, Associate Civil Engineer  
EBMUD - Wastewater Department  
E-Mail: Adam.Mansour@ebmud.com  
PHONE: (510) 287-1162

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

AFTER AWARD:

Attn: Adam Mansour, Associate Civil Engineer  
EBMUD - Wastewater Department  
E-Mail: Adam.Mansour@ebmud.com  
PHONE: (510) 287-1162

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Upload your RFP response in pdf format and prior to the bid due date/time. RFP submittals, in their entirety, shall be emailed to Adam.Mansour@ebmud.com. The District's email has limitations on attachment size. Make sure your response is less than 25 megabytes. If the file exceeds the limit, you will need to send multiple emails. Proposers are solely responsible for ensuring timely delivery of the proposals. The District shall not be responsible for any issues related to transfer of files through email. You may call at (510) 287-1162 to check receipt of the proposal.
2. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
3. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
4. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
5. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
6. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify the existing text for any part of Exhibits A, B, C, D, E, F, or G 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 SD-467 Professional Services For**  
**Plantwide Emergency Standby Generator 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”**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**
- **PROPOSERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.**





## PROPOSER INFORMATION AND ACCEPTANCE

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

| Addendum # | Date |
|------------|------|
|            |      |
|            |      |
|            |      |
|            |      |
|            |      |

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

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

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

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

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

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

**Primary Contact Information:**

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

☐ YES ☐ NO

If so, please list :

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.

*The RFP response to the following sections 2, 3, and 4 shall be no longer than 15 pages in length, in total for the three sections together.*

2. **Firm(s) Experience:** RFP response shall include a description of the Proposer’s experience and qualifications for providing services for this project. Description shall contain information on similar type of projects completed. Description for the qualifying projects must include client name, scope highlights, year completed, contract fee, lead firm name, and contact information. For each qualifying project, the Proposer shall identify whether any proposed project team members participated in the reference project and, if applicable, provide their names and roles on that project.
3. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. Provide an organizational chart and staffing plan identifying key personnel, related lines of authority, and responsibility of those team members who will provide the services described in this RFP. Identify any subconsultant and their roles. This list must include all key personnel who will provide services/training to District staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:
  - (a) The person’s relationship with the Proposer, including job title and years of employment with the Proposer;
  - (b) The role that the person will play in connection with the RFP;
  - (c) The person’s telephone number, fax number, and e-mail address;
  - (d) The person’s educational background; and
  - (e) The person’s relevant experience, certifications, and/or merits

For the Consultant’s project manager, elaborate on how the project manager will:

- Coordinate all deliverables.
- Attend and support project management and/or working meetings with the District.

- 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 the Subject Matter Expert (SME).
- Coordinate and work effectively with subconsultants and Contractors.

Provide resumes in an appendix to the RFP response, for all the key project personnel. Resumes in an appendix do not contribute to the 15-page maximum requirement for sections 2, 3, and 4.

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

4. **Project Understanding and Approach:** The proposal must include a clear and complete discussion on how each Task in Exhibit E will be completed with sufficient detail. In general, the project approach should demonstrate the following:

1. Proposer's adequate resources and expertise to complete the work.
2. Proposer's extensive knowledge of medium voltage electrical power systems, instrumentation and controls, and emergency generator design and construction, comparable to the scope of work.
3. Proposer's extensive knowledge of construction phasing, staging, sequencing, testing, commissioning, and scheduling of construction, comparable to the scope of work.
4. Proposer's extensive knowledge on coordinating and managing multi-disciplinary projects.
5. Proposer's extensive experience providing engineering bid evaluation, and engineering services during construction for utilities similar to the District.

Discuss any reasons for significant changes to the scope of work. As part of the proposal, respondents are encouraged to recommend changes or additions to the scope of work that may improve performance, reduce costs, or shorten the project schedule. The proposed scope should include any optional services that the Consultant feels may improve the 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.

***Proposed Services:*** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the District; (2) explain any special resources or approaches that make the services of the Proposer particularly advantageous to the District; and (3) identify any limitations or restrictions of the Proposer in providing the services that the District should be aware of in evaluating its RFP response to this RFP.

5. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan shall include a description containing scheduled start and completion dates for the overall project and major milestones included in this RFP. In addition, the plan shall include a preliminary timeline for construction, indicating how the Proposer will ensure adherence to the timetables for equipment delivery.
6. **References:** References MUST demonstrate the successful completion of medium voltage diesel-fuel powered generators and/or power generation design projects of the same quality and manner as that which is described in this RFP.
- (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
  - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Proposers must verify the contact information for all references provided is current and valid.
    - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) The District may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
7. **Labor Hours by Task:** 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.

|                                                | <b>Estimated Labor Hours by Task</b>         |                                              |                                              | <b>Total Hours per Task</b> |
|------------------------------------------------|----------------------------------------------|----------------------------------------------|----------------------------------------------|-----------------------------|
|                                                | Project Manager                              | Project Engineer                             | ... (Add column for each appropriate role)   |                             |
| Task 1                                         |                                              |                                              |                                              | (Sum hours for this task)   |
| Task 2                                         |                                              |                                              |                                              |                             |
| ... (add a new row for each Task in Exhibit E) |                                              |                                              |                                              |                             |
| <b>Total Hours per Role</b>                    | (Sum hours in rows above within this column) | (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 clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the

“Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.

- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

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.



## REFERENCES

### RFP for SD-467 Professional Services For Plantwide Emergency Standby Generator Project

Proposer Name: \_\_\_\_\_

**Proposer must provide a minimum of three (3) references.**

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

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

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

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

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





**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**  
**RFP for SD-467 Professional Services For**  
**Plantwide Emergency Standby Generator 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...</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: \$3,000,000  
Aggregate Limit: \$3,000,000

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

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

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

**Verification of Professional Liability (Errors and Omissions) Insurance Coverage**

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

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager- Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

**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.

**Verification of Cyber Liability Insurance Coverage**

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

**Self-Insured Retention: Amount: \$**\_\_\_\_\_

**Policy Limit: \$**\_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

**VI. Technology Errors and Omissions 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: Technology Errors and Omissions 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. Theft, dissemination and/or use of confidential or personally identifiable information (PII), including breach response costs, credit monitoring and regulatory fines and penalties from such theft, dissemination or use of the confidential information;
  2. Network security liability arising from the unauthorized use of access to, or tampering with computer systems;
  3. Liability arising from the failure of technology products (software) required under the contract for Contractor to properly perform the services intended;
  4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of

intellectual property rights;

5. Liability arising from the failure to render professional services.

**Verification of Technology Errors & Omissions 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 Technology Errors & Omissions Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:**

**Self-Insured Retention: Amount: \$** \_\_\_\_\_

**Policy Limit: \$** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Policy Period: from** \_\_\_\_\_ **to** \_\_\_\_\_

**Insurance Carrier Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager - Print Name:** \_\_\_\_\_

**Insurance Broker/Agent or Officer or Risk Manager's Signature:** \_\_\_\_\_

**VII. Pollution Liability Insurance Coverage**

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

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

C. Minimum Requirements: Pollution Liability Insurance with minimum limits, as follows:

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

D. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, pertaining to, or in any way resulting from any Services performed by CONTRACTOR under this Agreement; including any transportation of hazardous wastes, hazardous materials, or contaminants.

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

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
  2. Insurance must be maintained, and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
  3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the Services.
- F. Insurance written on a claims-made basis shall include prior acts coverage sufficient to cover the services provided by CONTRACTOR under this Agreement.

**Verification of Pollution 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 Pollution 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:** \_\_\_\_\_

**VIII. 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:**

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**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  
(SAMPLE)**



## EXHIBIT D

### IRAN CONTRACTING ACT CERTIFICATION

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

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

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

#### CERTIFICATION FOR PARAGRAPH 1:

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Bidder)

Title: \_\_\_\_\_

Signed at: \_\_\_\_\_ County, State of: \_\_\_\_\_

**OR**

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



**EXHIBIT E**

**SCOPE OF WORK**

**for**

**SD-467 PLANTWIDE EMERGENCY STANDBY GENERATOR PROJECT**



## EXHIBIT F

### INFORMATION TECHNOLOGY SECURITY INFORMATION TO BE EXCLUDED FROM PUBLIC RECORDS ACT REQUESTS

**EBMUD is required to respond to California Public Records Act (CA PRA) requests. Request for Proposals (RFP) are subject to CA PRA requests. If you are submitting sensitive security information about your products or services as part of your response to an RFP for software services, you must submit it as part of Exhibit F for it to be categorized as exempt from CA PRA requests. Any information submitted outside of Exhibit F may be released in response to a CA PRA request.**

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If you are submitting any information as an attachment, be sure to add the phrase EXHIBIT F to the title and/or filename.



## **EXHIBIT G**

### **REFERENCE MATERIALS**

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

**CONSULTING AND PROFESSIONAL  
SERVICES AGREEMENT FOR  
EAST BAY MUNICIPAL UTILITY DISTRICT  
*SD-467 PLANTWIDE EMERGENCY STANDBY GENERATOR PROJECT***

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 *(CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.])*, hereinafter called “CONSULTANT.”

**WITNESSETH**

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

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

WHEREAS, CONSULTANT has submitted a proposal to provide consulting services for *preparation of design documents* for the *SD-467 Plantwide Emergency Standby Generator Project* and CONSULTANT represents that it has the experience, licenses, qualifications, staff expertise and where necessary the required Department of Industrial Relations (“DIR”) registration to perform said services in a professional and competent manner; and

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

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

## **ARTICLE 1 - SCOPE OF WORK**

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

- 1.7. It is further understood and agreed by the parties that CONSULTANT 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 CONSULTANT for accomplishing the results.
- 1.8. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- 1.9. It is further understood and agreed that as an independent consultant, CONSULTANT and/or CONSULTANT'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. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

## **ARTICLE 2 - COMPENSATION**

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

## **ARTICLE 3 - NOTICE TO PROCEED**

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



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

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

#### **ARTICLE 4 - TERMINATION**

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

#### **ARTICLE 5 -PROJECT MANAGERS**

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

#### **ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE**

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

## **ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

### **7.1. Indemnification**

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

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

## **ARTICLE 8 - NOTICES**

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

*(insert consulting firm's name)*

*(insert address)*

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

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

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

Director of *Wastewater Department*

P.O. Box 24055  
Oakland, CA 94623-1055  
Email: adam.mansour@ebmud.com  
or at such other address as shall have been last furnished in writing by DISTRICT to  
CONSULTANT.

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

#### **ARTICLE 9 - MISCELLANEOUS**

- 9.1. This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters 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 CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4. Multiple copies of this Agreement may be executed by the parties, and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5. This Agreement, 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.

CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

**Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(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 consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

## **ARTICLE 10 - TERM**

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

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

### **EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_ 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)*

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

**East Bay Municipal Utility District**  
*(insert Project Title)*

### **I. CONSULTANT SERVICES**

CONSULTANT shall provide the following:

#### Contracted Services

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

#### Optional Services

*(State each task with associated task number)*

### **II. PROJECT SCHEDULE**

*(List schedule milestones and completion dates)*

**EXHIBIT B**  
**COMPENSATION**



## COMPENSATION

### East Bay Municipal Utility District *SD-467 Plantwide Emergency Standby Generator Project*

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

#### 2.1. Direct Labor

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

#### 2.2. Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

### 2.3. Subconsultant Services

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

### 2.4. Other Direct Costs

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

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

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

2.5. Budget Amounts

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

***\* (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, Subconsultant Services and Other Direct Costs shall be payable up to the Maximum Cost Ceiling as specified herein.

2.6. Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in 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 subconsultant(s) and outside service(s) shall be attached. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subconsultant Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.

The Maximum Cost Ceiling is in effect for the entire Scope of Services. If the

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

2.7. Budget Status Reports

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

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

### EXHIBIT B-1 – Cost Distribution

#### East Bay Municipal Utility District (Project Title)

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

\* ODCs = Other Direct Costs.

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

\*\*\* *Insert hourly rate.*

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

**EXHIBIT B-2 – Labor Distribution\***

**East Bay Municipal Utility District  
(Project Title)**

|                        | CONSULTANT      |                  |          |          | Subconsultants*** |                  |          |                   |                  |          |       |
|------------------------|-----------------|------------------|----------|----------|-------------------|------------------|----------|-------------------|------------------|----------|-------|
|                        |                 |                  |          |          | Subconsultant # 1 |                  |          | Subconsultant # 2 |                  |          |       |
|                        | Project Manager | Project Engineer | Drafting | Subtotal | Project Engineer  | Assist. Engineer | Subtotal | Project Engineer  | Assist. Engineer | Subtotal | Total |
| I. Contracted Services |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 1.1:              |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 1.2:              |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 2.1:              |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 2.2:              |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Subtotal I.            |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| II. Optional Services  |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 3:                |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Task 4:                |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| Subtotal II.           |                 |                  |          |          |                   |                  |          |                   |                  |          |       |
| TOTAL                  |                 |                  |          |          |                   |                  |          |                   |                  |          |       |

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

# EXHIBIT C

## INSURANCE REQUIREMENTS

(Choose either:

- The District Insurance Requirements Template (incl. Verifications of Insurance) ***or***
- The District Insurance Requirement Template for IT Services)

# **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  
Subconsultant's firm)

\$(dollars)

(1 to 99)

(Name of  
Subconsultant's firm)

\$(dollars)

(1 to 99)

TOTAL

\$(dollars)

(1 to 99)

\* Does not include CONSULTANT's markup.

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

**EAST BAY MUNICIPAL UTILITY DISTRICT  
SD-467 PLANTWIDE EMERGENCY STANDBY GENERATOR PROJECT**

**SCOPE OF SERVICES**

**I. BACKGROUND**

**ABBREVIATIONS/DEFINITIONS**

- BAAD – Bay Area District, formerly known as the Bay Area Quality Management District
- BACT – Best Available Control Technology
- CARB – California Air Resources Board
- Consultant, Proposer, or Prospective Bidder– The individual, partnership, joint venture, or corporation with whom the contract is made by the District
- District or EBMUD – East Bay Municipal Utility District
- DCS – Distributed Control System
- EPA – Environmental Protection Agency
- ESDC – Engineering Services During Construction
- FAT – Factory Acceptance Testing
- HRA – Health Risk Assessment
- I&C – Instrumentation and Controls
- MWWTP – Main Wastewater Treatment Plant
- PDR – Preliminary Design Report
- PG&E – Pacific Gas and Electric Company
- PLC – Programmable Logic Controller
- QA/QC – Quality Assurance / Quality Control
- QAQCP – Quality Assurance / Quality Control Plan
- SCADA – Supervisory Control and Data Acquisition
- SEL – Schweitzer Engineering Laboratories
- SME – Subject Matter Expert
- SOP – Standard Operating Procedure
- UPRR – Union Pacific Railroad

**SUMMARY OF TASKS**

**Table 1: Summary of Tasks**

| Task | Description                                  |
|------|----------------------------------------------|
| 1    | Project Management                           |
| 2    | Quality Assurance & Quality Control          |
| 3    | Data Collection & Existing Conditions Review |
| 4    | Preliminary Design                           |
| 5    | Detailed Design                              |
| 6    | Bid Period Services                          |

|   |                                          |
|---|------------------------------------------|
| 7 | Engineering Services During Construction |
| 8 | Record Drawings                          |
| 9 | Optional Services                        |

## OVERVIEW

The East Bay Municipal Utility District (EBMUD, District) is seeking to improve electrical resiliency at its Main Wastewater Treatment Plant (MWWTP) in Oakland, California. Prior evaluations of the existing electrical power and control system identified vulnerabilities associated with loss of utility power and onsite generation. These evaluations culminated in the Wastewater Electrical Resiliency Master Plan, which recommended electrical infrastructure improvements to improve plantwide resiliency.

The Plantwide Emergency Standby Generator Project under SD-467 will provide a new plantwide emergency standby generator system with loadbank(s) at the MWWTP, intended to supplement existing on-site generation as recommended by the Wastewater Electrical Resiliency Master Plan (ERMP). The Consultant's services are expected to include evaluation of existing conditions, preliminary design, detailed design, permitting, bid period services, engineering services during construction, and record drawings, as described in Tasks 1 through 8. Optional Services are described in Task 9.

For purposes of this RFP, "Emergency Standby Generator" refers to the proposed plantwide standby generator system intended to support MWWTP loads during emergency scenarios. The term is used as a project-specific description and is not intended to classify the entire system as a National Electric Code (NEC) Article 700 emergency system serving only code-defined life safety loads. The Consultant shall evaluate the applicable NEC load classifications, separation requirements, transfer/control requirements, load priorities, and operating assumptions as part of the design.

Structural design and the associated drafting of the structural design are anticipated to be performed by District, unless otherwise directed by the District. The Consultant shall coordinate with the District's structural design efforts and incorporate District-provided structural design documents into the overall design package, as further described in Tasks 4 and 5.

## PROJECT BACKGROUND

During historical peak wet weather events, the electrical demand at the MWWTP has reached approximately 10 megawatts (MW). The MWWTP currently receives or generates electrical power from multiple sources including: Pacific Gas and Electric Company (PG&E) utility line C, PG&E utility line L, three engines at Power Generation Station-1 (PGS-1), and one turbine at Power Generation Station-2 (PGS-2).

Analysis and discussion among District management and stakeholders conducted during the ERMP concluded that both PG&E lines were deemed to be not fully reliable due to the frequency of past power quality and outage issues, as well as observed vulnerabilities that could lead to further and more extended outages. Additionally, the PGS-2 turbine is categorized as an

unreliable power source due to its reliance on the PGS-1 engines being online for the turbine to operate and its reliance on biogas as a fuel.

The Plantwide Emergency Generator Project was recommended in the ERMP and includes the installation of two new 12.47 kilovolt (kV), 3.0 MW emergency standby generators, associated load bank(s), on-site diesel fuel storage, protection barriers, spill containment, and connection to the existing electrical power system. The consultant shall evaluate the baseline concept and other feasible design considerations as part of the data collection and preliminary design tasks described in Tasks 3 and 4.

Figures 1-1, 1-2, and 1-3 provide general project location and baseline concept information.

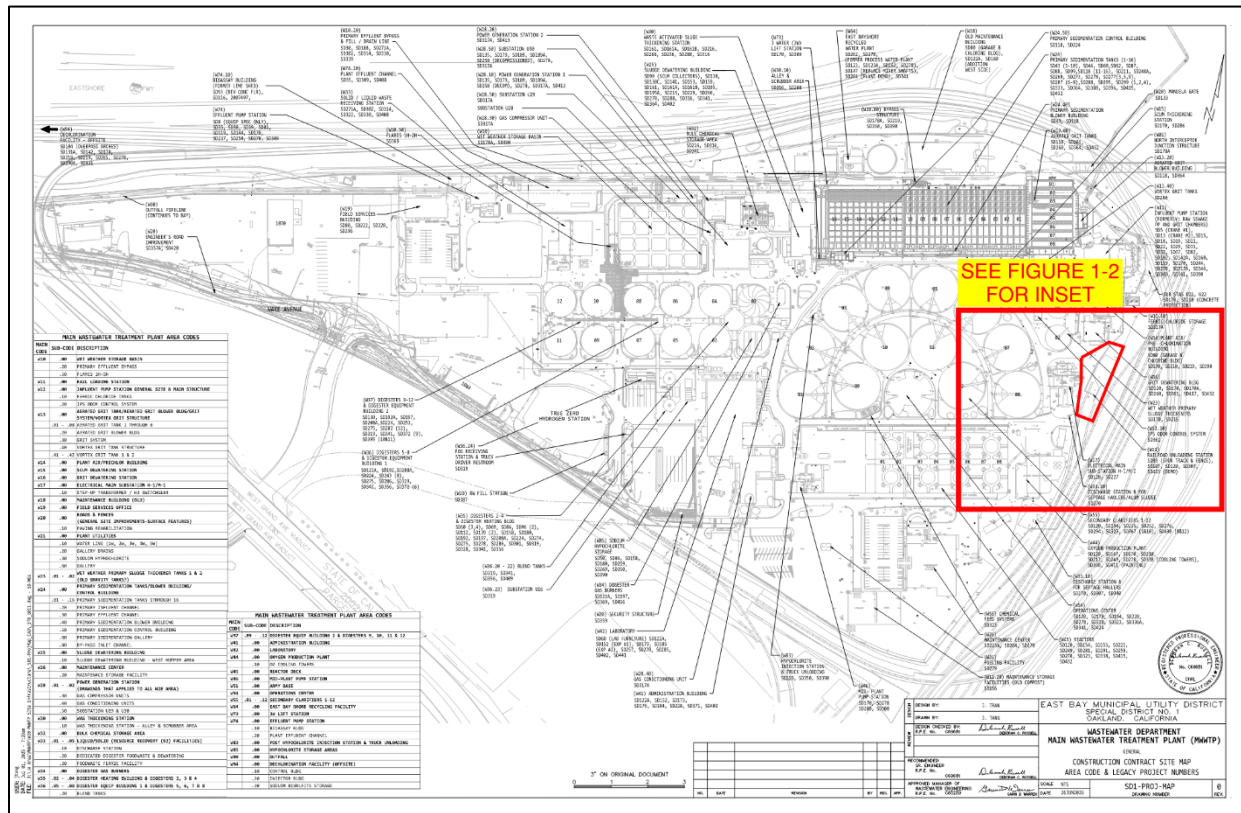
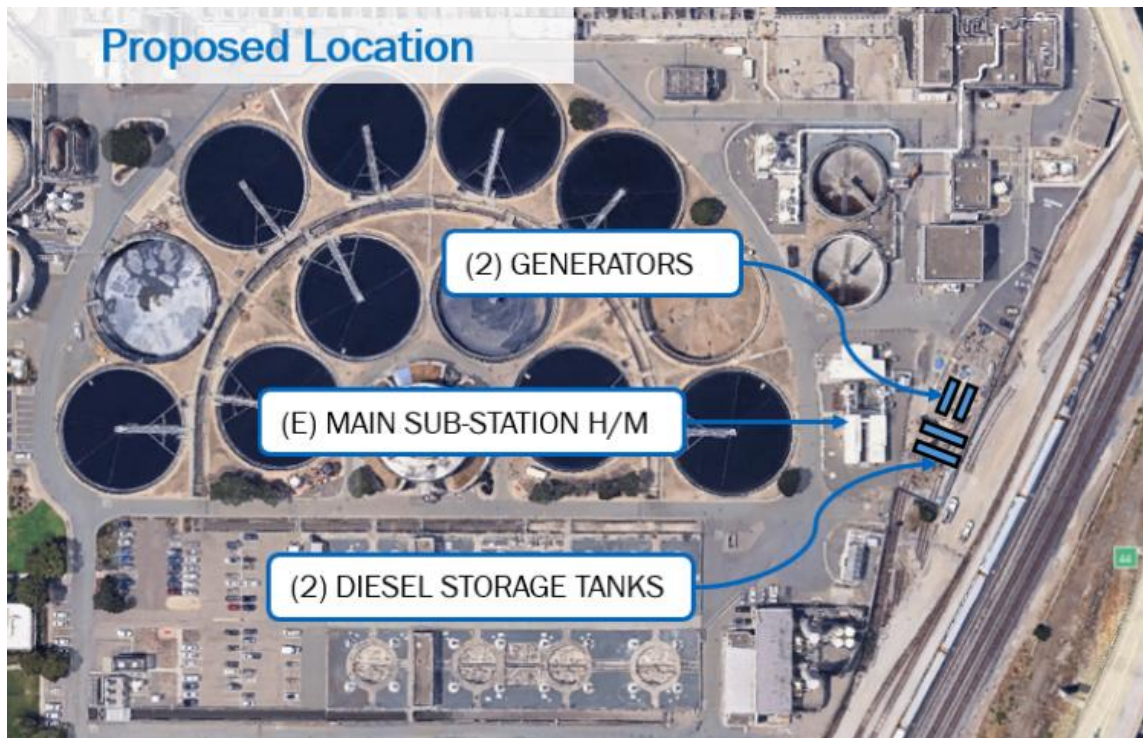
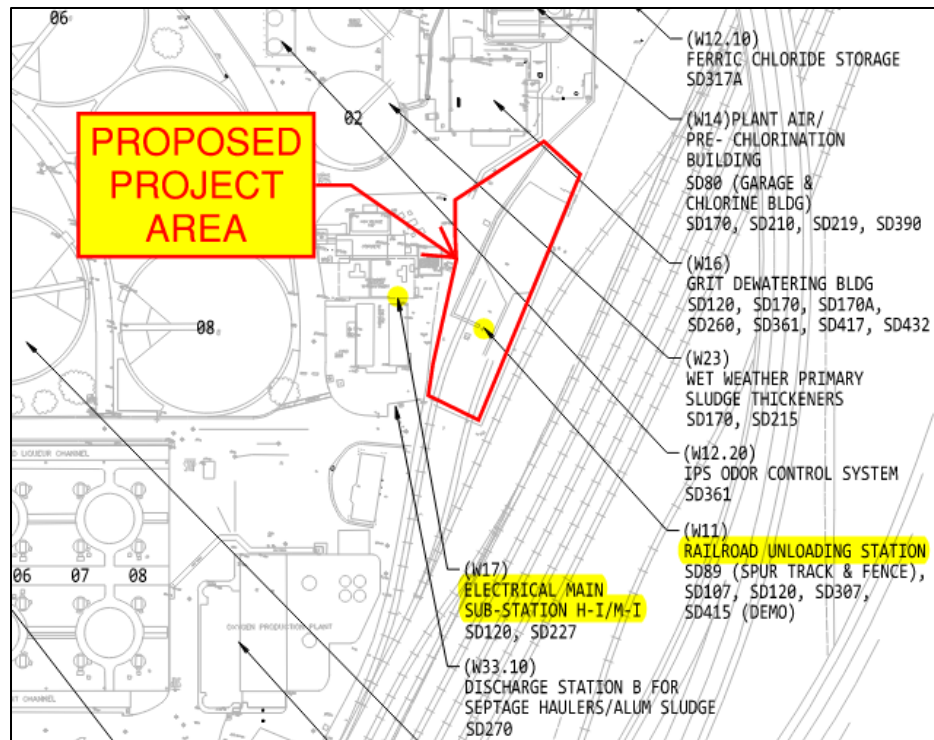


Figure 1-1: MWWTP Overview & Proposed Project Location



The existing MWWTP electrical main substation switchgear H-1, H-2, and M-1 buildings are located on the east side of the MWWTP, just west of a railroad spur track area that was formerly

used for loading and unloading materials, but is currently being used as a temporary staging area for other construction projects. The baseline project location for the new generators, fuel tanks, and control building is in this railroad spur track area, within the property boundaries of EBMUD.

The existing electrical power system must operate continually. Accordingly, the project will require close coordination between the Consultant and the District to identify design, construction, testing, commissioning, outage, staging, and operational constraints during the design phase. Requirements for evaluations of these constraints are described in Tasks 3, 4, and 5.

## **OBJECTIVE**

The goal of this proposed plantwide emergency standby generator project is to provide emergency standby power to mitigate operational impacts during and after a loss of both utility power and onsite power generation.

## **PREVIOUS PROJECTS**

The District has performed various planning investigations and studies related to the existing electrical power system and proposed emergency standby generators. These evaluations resulted in an initial project scope, location, and tie-in connection point; this combination will be henceforth referred to as the baseline project.

The initial baseline scope of work has been developed based on recommendations from previously completed studies and assessments, including the following:

- MWWTP Wastewater Electrical Resiliency Master Plan (2024-2025); Tasks 2 through 4 (Technical Memorandums 1 through 3)
- MWWTP Load Flow Study (2020)
- Map of Substations (2016)
- Medium Voltage Single Line Diagram (2016)
- MWWTP Underground Electrical Facility Drawings (2012)
- MWWTP Power Distribution System Replacement (1998)
- Standardized Maintenance Practice For Electrical Service Continuity Plan & Standard Operating Procedure (SOP) for Main Service Power Restoration (2023)
- Electrical Load Plant Information (PI) Data Collected, 15 Min Intervals (2004 – 2022)

Relevant reference materials made available for this project are listed in Exhibit G. Additional reference materials may be made available to the selected Consultant following award.

The Consultant shall review, evaluate, and use applicable reference materials in performing the services described in Tasks 3, 4, 5, and 8. The District has not confirmed accuracy or completeness of all record documents. The Consultant shall identify information gaps, field conditions requiring confirmations, and assumptions that affect the design.

## **II. CONSULTANT SERVICES**

The Consultant shall complete Tasks 1 through Task 8 as described below. Task 9 covers optional services that may be authorized by the District at its discretion.

### **Task 1: Project Management**

The Consultant shall manage and coordinate all services required under this RFP, including project administration, coordination with District, coordination with subconsultants, coordination with District-performed design work, schedule management, budget tracking, leading meetings and meeting support, deliverable management, and project communications.

The Consultant shall designate one (1) person as the project manager (PM). The Consultant PM shall serve as the primary point of contact for the District's PM and shall be responsible for coordinating the Consultant's project team, subconsultants, deliverables, schedule, budget, and communications. The project manager cannot be changed without prior written approval by the District's project manager.

The Consultant shall prepare and maintain an overall project schedule, an issues and decisions log, a risk log, permit log, and monthly progress reports. The Consultant shall coordinate its work with District staff, including District staff performing structural design or other District-performed work that will be incorporated into the construction documents.

Unless otherwise specified under a specific task, the Consultant shall submit draft and final deliverables in PDF format and in native source file format. Deliverables shall incorporate and respond to District review comments, as applicable. Detailed design submittal requirements are described in Task 5.

All Consultant submittals shall undergo internal QA/QA review in accordance with Task 2 prior to submission to the District.

#### **Task 1.1: Meetings**

The Consultant shall prepare for, attend, lead, and document project meetings necessary to complete the work. The consultant shall prepare meeting agendas, presentation materials, meeting minutes, and updates to the decisions and risk logs.

The following key meetings are anticipated. Meetings identified as in-person shall be conducted at the MWWTP unless otherwise approved by the District. Other meetings may be conducted virtually or in a hybrid format, as approved by the District.

**Table 2 – Meeting Summary**

| <b>Meeting</b>                                                       | <b>Anticipated Timing / Frequency</b>                                        | <b>Format</b>                                | <b>Purpose</b>                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kickoff Meeting</b>                                               | Following Notice to Proceed                                                  | In-person                                    | Confirm scope, roles, schedule, communication protocols, project priorities, known risks, prior work, and coordination requirements.                                                                                                                                             |
| <b>Biweekly Project Team Meetings</b>                                | Throughout design                                                            | Virtual or hybrid                            | Review progress, upcoming deliverables, decisions, action items, risks, schedule, budget, and coordination items.                                                                                                                                                                |
| <b>Drafting Coordination Meetings</b>                                | Initial meeting within 4 weeks of kickoff and prior to each design submittal | Virtual or hybrid unless otherwise directed  | Confirm CAD/BIM platform and version, District drafting standards, file management, naming conventions, drawing production requirements, intermediate checkset expectations, comment tracking, version control, and coordination between Consultant and District drafting staff. |
| <b>Environmental, Health, Safety, and Security Checklist Meeting</b> | During preliminary design                                                    | Virtual, hybrid, or in-person as directed    | Support District preparation of the environmental, health, safety, and security checklist described in Task 4.1.                                                                                                                                                                 |
| <b>Preliminary Design Workshop</b>                                   | During Task 4                                                                | In-person                                    | Present the Draft Preliminary Design Report, alternatives, recommendations, risks, cost and schedule considerations, and decisions needed to proceed to detailed design, as described in Task 4.                                                                                 |
| <b>50% Design User Group Meeting</b>                                 | Following 50% submittal                                                      | In-person                                    | Present design progress, obtain District user group input, and identify decisions or revisions required before the next design phase.                                                                                                                                            |
| <b>90% Design User Group Meeting</b>                                 | Following 90% submittal                                                      | In-person                                    | Present near-final design documents, obtain final user group input, and identify revisions required before final design.                                                                                                                                                         |
| <b>100% / Final Design Meeting</b>                                   | Following final design submittal, if requested by District                   | Virtual, hybrid, or in-person as directed    | Review final design package and remaining bid-phase or permitting items.                                                                                                                                                                                                         |
| <b>Management Briefings</b>                                          | As directed by District, up to two briefings                                 | Virtual acceptable unless otherwise directed | Present project status, major decisions, budget/scope impacts, risk items, and recommendations requiring management awareness or direction.                                                                                                                                      |



Additional meetings may be held as necessary to complete the work. The Consultant shall include appropriate discipline leads, subconsultants, and the electrical third party SME described in Task 2.2 at meetings where their participation is required to resolve technical issues or support District decisions.

Unless otherwise directed, the Consultant shall provide draft agendas and presentation materials to the District at least one week before each meeting. Draft materials for management briefings shall be provided at least two weeks before the briefing. Meeting minutes shall be distributed within two business days after each meeting. Meeting materials shall be provided in PDF format and native source file format.

### **Task 1.2: Project Monthly Invoicing and Reporting**

The Consultant shall submit monthly invoices with monthly progress reports. Each monthly progress report shall include, at minimum:

- Summary of work completed by task and subtask;
- Work anticipated during the next reporting period;
- Updated project schedule in Gantt format, including milestones, critical path items, and percent complete by task;
- Budget status table by task and subtask, including original budget, authorized budget, current invoiced amount, invoiced-to-date, budget remaining, and projected cost at completion; % budget complete, % physical work complete (earned value)
- Project S-curve showing actual and projected spending;
- Identification of potential scope, schedule, or budget impacts; and
- Permit status updates

The Consultant shall notify the District promptly if any task or subtask is projected to exceed its authorized budget. Consultant billings shall not exceed the authorized budget for a task or subtask without prior written approval from the District. The Consultant shall not perform out-of-scope work without authorization from the District.

Billing rates shall remain fixed through the first year of the Agreement, measured from the effective start date indicated in the Notice of Contract Award letter. Thereafter, billing rates may be adjusted no more than once annually, subject to District approval, and any adjustment shall not exceed the annual percentage change in the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers for the previous calendar year. No billing rate increase, including any annual CPI adjustment, shall be applied to billing rates exceeding \$275 per hour unless expressly authorized in writing by the District's Project Manager. Any annual adjustment shall apply uniformly to the consultant roster and shall not be based on individual employee raises, promotions, changes in personnel classification, or other changes in compensation. No billing rate adjustment shall be allowed unless expressly authorized in writing by the District.

Invoices shall denote on the first page: date of invoice, contract purchase order (P.O.) number, Consultant invoice number (if any), and amount invoiced.

## **Task 2: Quality Assurance and Quality Control**

The Consultant shall be responsible for the quality, completeness, coordination, and technical accuracy of all deliverables prepared by the Consultant and its subconsultants. The Consultant shall perform internal QA/QC reviews before submitting deliverables to the District.

The Consultant shall coordinate QA/QC among all disciplines, including civil, structural coordination, mechanical, electrical, instrumentation and controls, other applicable disciplines, and prevailing agencies. Structural design is anticipated to be performed by the District; however, the Consultant shall include cross-discipline coordination and review of District-provided structural documents as necessary to confirm consistency with the Consultant's design documents

### **Task 2.1: Quality Assurance/Quality Control (QA/QC) Plan (QAQCP)**

Within the first 30 calendar days following the notice to proceed, the Consultant shall provide the District with a QAQCP. The Consultant shall designate a QA/QC person to develop and administer the QAQCP. The QAQCP Administrator shall work with the Consultant's project manager to assemble the QA/QC team, each responsible for reviewing an element or discipline within the design (e.g., civil, structural, mechanical, electrical, instrumentation, etc.).

The QAQCP shall, at minimum:

- Identify the Consultant's QA/QC manager and discipline reviewers;
- Identify QA/QC roles and responsibilities for the Consultant and subconsultants;
- Describe QA/QC procedures for technical memoranda, reports, calculations, cost estimates, schedules, drawings, specifications, models, and other deliverables;
- Identify QA/QC milestones and review points for each major deliverable;
- Include procedures for discipline review, third party Subject Matter Expert technical review, cross-discipline coordination review, constructability review, and review of references, callouts, acronyms, and drawing/specification coordination;
- Include CAD/BIM review procedures for conformance with District standards;
- Describe procedures to confirm that all project team members are working from current design files, models, assumptions, and decisions; and
- Describe how QA/QC comments will be resolved before submittal to the District.

Discipline reviewers shall be qualified individuals who were not primarily responsible for preparing the specific deliverable being reviewed, unless otherwise approved by the District. The Consultant shall update the QAQCP as necessary during the Project.

**Task 2.2: Third-Party Subject Matter Expert (SME) Subconsultant for Electrical Power, Control, Protection, and Automation Systems Evaluation and Design**

The Consultant shall include a qualified electrical power systems third-party Subject Matter Expert (SME) to support evaluation, preliminary design, detailed design, and engineering services during construction for the electrical power, control, protection, and automation systems. The third-party SME shall provide senior technical input, feasibility review, design guidance, and independent technical review in coordination with the Consultant's design and QA/QC efforts. The Consultant shall also maintain its own senior electrical technical lead in addition to the third-party SME.

The third-party SME shall be independent from the day-to-day production of the electrical design documents. The intent of the third-party SME role is to provide senior technical support and review for critical medium-voltage power system, generator integration, protection, controls, and automation decisions.

The third-party SME shall support the Consultant by:

- Participating in early feasibility discussions and alternatives evaluation;
- Reviewing generator sizing, configuration, tie-in options, protection assumptions, and control strategies;
- Supporting preparation and review of the Preliminary Design Report (PDR);
- Reviewing electrical-related design assumptions, calculations, and deliverables;
- Reviewing compatibility of the proposed design with the existing electrical power and controls systems;
- Reviewing design of standby generators integration into the existing switchgear infrastructure
- Supporting resolution of electrical design questions;
- Supporting review of protection setting changes, control strategy changes, submittals, RFIs, and startup/testing issues during construction; and
- Participating in key meetings identified in Task 1.1 when electrical SME input is required.
- Consulting with Schweitzer Engineering Laboratories (SEL) on the PowerMax SCADA system changes that require integration of the remote control and monitor of the standby generators, feeder breakers, and data sharing with the existing DCS system

The SME is not required to prepare separate standalone deliverables. SME review comments, recommendations, and decisions shall be incorporated into the Consultant's deliverables, comment logs, decisions logs, and design records.

The ideal SME subconsultant shall meet the following qualifications:

- Be a California-licensed Professional Electrical Engineer;
- Have a minimum of thirty (30) years of experience in electrical power, control, protection, and automation systems design;
- Have demonstrated experience with water/wastewater facilities, cogeneration facilities, standby generator systems, and medium-voltage electrical systems;
- Have extensive knowledge of Schweitzer Engineering Laboratories (SEL) relays, SEL PowerMAX Power Management and Control System, medium-voltage design, and cogeneration systems;
- Have experience planning, designing, testing, starting up, and troubleshooting power, control, protection, and automation systems;
- Have extensive experience using SKM PowerTools or equivalent software for power system studies, including short-circuit, protective device coordination, load flow, arc flash, motor starting, and harmonics; and
- Have experience leading or providing senior technical review for designs involving medium-voltage and low-voltage switchgear, motor control centers, standby generators, battery systems, protective relays, high-resistance grounded and solidly grounded systems, uninterruptible power supply (UPS) systems, motors, lighting, conduits, conductors, programmable logic controllers (PLCs), distributed control systems (DCS), instrumentation, telecommunications, and radio telemetry.

### **Task 3: Data Collection and Existing Conditions Review**

The Consultant shall collect and review existing information, perform field review of relevant existing conditions, document baseline project location constraints, review relevant electrical power and control system information, and review the existing load demand study to support preliminary design. Findings from Task 3 shall be used as inputs to the preliminary design and Preliminary Design Report (PDR) prepared under Task 4.

Task 3 is intended to document existing information, field observations, data gaps, baseline site constraints and existing system interfaces. Recommendations for the selected project configuration, generator sizing, tie-in approach, layout, phasing, cost, and schedule shall be incorporated into the PDR under Task 4.4.

### **Task 3.1: Data Collection and Review**

The Consultant shall assemble and review existing documents, evaluations, drawings, data, and reference materials provided by the District or otherwise available to the Consultant, including, as applicable:

- Record drawings and specifications;
- Single line diagrams;
- Geotechnical reports and records;
- Previous electrical system evaluations and assessments;
- Available power system and load data;
- Available control system and instrumentation information;
- Available site, utility, and facility information; and
- Reference materials listed in Exhibit I.

The Consultant shall evaluate the quality, completeness, and adequacy of the available information. The Consultant shall identify information gaps, assumptions requiring confirmation, and field conditions requiring additional review. The Consultant shall perform site visits necessary to become familiar with the project site and relevant existing facilities. The District will coordinate facility access.

### **Task 3.2: Site Location Evaluation and Load Demand Review**

**Generator Location Alternatives Evaluation:** The Consultant shall evaluate the District identified baseline location for the proposed generators, diesel fuel tanks, associated controls, generator enclosure or canopy, protective barriers, and spill containment features. The evaluation shall consider suitability for the project needs, including but not limited to electrical tie-in feasibility, access, constructability, operations and maintenance access, fuel delivery, required clearances, security, spill containment, utility conflicts, permitting constraints, phasing, and impacts to existing facilities. The Consultant shall also identify and evaluate two additional potential generator locations within the MWWTP for District review.

**Load Demand Review:** The Consultant shall review available existing electrical power system information and the District's load demand study to confirm the proposed generator system capacity. The evaluation shall include confirmation or recommendation otherwise of the District's proposed configuration of two 3 MW generators. The Consultant shall coordinate with District staff to evaluate existing and anticipated future load demands and identify any operational conditions, load balancing, or other methods that Operations staff may need to implement when the generators are placed into service during an emergency.

The findings from the Generator Location Alternatives Evaluation and Load Demand review shall be summarized in the Preliminary Design Report prepared under Task 4.4.

### **Task 3.3: District-Furnished Field Investigation Information**

The Consultant shall identify and coordinate with the District regarding any geotechnical, survey, and subsurface utility information needed to support preliminary design. The Consultant shall review available District-provided information and identify any additional field investigation, survey, geotechnical, or subsurface utility data needed to support the Consultant's design development, alternatives evaluation, constructability review, and preliminary design recommendations.

The Consultant shall clearly define the requested information, including the purpose of the information, recommended locations, required accuracy or level of detail, schedule need dates, and supporting rationale.

If potholing, geotechnical exploration, or additional survey is required, the Consultant shall identify the recommended investigation locations and provide sufficient supporting rationale for District review. Performance or procurement of such field investigation services shall be handled by the District unless otherwise directed.

### **Task 4: Preliminary Design**

The Consultant shall develop the preliminary design for the emergency standby generator system based on the findings of Task 3, District input, applicable codes and standards, permitting requirements, constructability considerations, and the Project objectives. The preliminary design shall evaluate the baseline concept and feasible design considerations and shall culminate in a Preliminary Design Report (PDR) that establishes the basis for detailed design under Task 5.

The Consultant shall prepare the preliminary design under Tasks 4.1 through 4.3 and compile the findings, alternatives, recommendations, and District decisions into the PDR described in Task 4.4. For estimating purposes, the Consultant may assume that the PDR effort will advance the design from approximately 10 percent to 30 percent completion.

#### **Task 4.1: Environmental, Health, Safety, and Security Compliance Checklist**

The District will prepare a District-standard environmental, health, safety, and security compliance checklist with support from the Consultant. The Consultant shall participate in the checklist meeting identified in Task 1.1 and shall provide technical information, project descriptions, design assumptions, and supporting materials necessary for the District to complete the checklist.

#### **Task 4.2: Emergency Standby Generator System Preliminary Design**

The Consultant shall evaluate and develop the preliminary design for the emergency standby generator system and associated improvements. The Consultant shall evaluate the District-identified baseline concept options A and B as described below. For each concept, the Consultant shall evaluate and develop up to two options per concept for how the proposed standby generator system will supplement, and be brought online in coordination with the existing on-site generation system to satisfy the criteria described in the ERMP.

The Consultant shall consider the latest edition of applicable industry standards, codes, and regulatory requirements, including but not limited to applicable IEEE, NFPA, NEC, NEMA, UL, California Building Code, California Fire Code, EPA, CARB, and Bay Area Air District requirements.

As part of the preliminary design, the Consultant shall evaluate, analyze, and provide recommendations for the site and system criteria, including but not limited to:

1. Generator System Criteria

- a) Generator quantity, size, power-generation capacity, EPA Tier level, use type, and operating assumptions, including evaluation of future District projects.
- b) Whether the proposed generator system should consist of combined or split generator connections.
- c) Required load bank capacity, configuration, and generator exercising requirements.
- d) Generator fuel consumption, anticipated runtime, monthly testing, annual testing, and maintenance considerations.
- e) Generator protection from environmental exposure, corrosion, fire exposure, vehicle impact, sound, and other site-specific hazards.

2. Electrical Tie-In, Power System, and Controls Criteria

- a) Proposed tie-in connection point or points to the existing electrical power system.
  - b) Existing MWWTP power system context, including cogeneration capabilities with one turbine on the L-line side and three engines on the C-line side, utility interconnections, PG&E exporting agreement considerations, load-shedding limitations, and existing controls constraints.
  - c) Required switchgear, paralleling switchgear, control panels, MCCs, electrical disconnects, communications, instrumentation panels, and related infrastructure.
  - d) Compatibility with existing electrical power system infrastructure, including SEL relays, SEL PowerMAX or similar power management systems, DCS, SCADA, PLCs, and related control systems.
  - e) Generator paralleling, synchronization, breaker controls, interlocks, protective relays, power control requirements, load balancing assumptions, and operating limitations.
  - f) Redundancy, reliability, and integration limitations associated with the existing electrical power and controls system, including whether full automatic integration is practical or whether a more limited operating strategy is appropriate.
  - g) Required power system studies and assumptions, including load flow, short-circuit, protective device coordination, motor starting, and fault analysis.
- Fuel Storage and Spill Containment Criteria

3. Diesel Fuel Tank Criteria

- a) Diesel fuel tank quantity, storage capacity, and storage configuration
- b) Diesel tank requirements, including double-wall construction, UL listing, ballistic resistance where required, leak detection, monitoring, and fuel maintenance requirements.
- c) Spill Prevention, Control, and Countermeasure (SPCC), Hazardous Materials Business Plan (HMBP), containment, drainage, and hazardous materials considerations.

#### 4. Site Layout, Access, and Protection Criteria

- a) Location and layout of generators, load bank(s), switchgear, controls, fuel tanks, enclosure or canopy structures, protection barriers, and spill containment.
- b) Access for operations, maintenance, fuel delivery, equipment removal/replacement, emergency response, and construction.
- c) Site access modifications, utility conflicts and proposed modifications, equipment relocation or replacement, and constraints related to adjacent facilities or property.
- d) Canopy, CMU wall, bollard, barrier, or enclosure options for protection from vehicle impact, fire exposure, sound, environmental exposure, ballistics, and other project-specific risks.

#### 5. Fire Protection, Life Safety, and Code Compliance Criteria

- a) Fire protection, life safety, and code compliance requirements associated with the emergency standby generator system, including canopy, enclosure, or weather protection options; fuel tank location and configuration; spill containment; fire separation; fire department access; detection; fire alarm interfaces; and sprinkler or fire suppression requirements.
- b) Applicable California Building Code, California Fire Code, NFPA 37, NFPA 110, NFPA 13, NFPA 30, and other applicable codes and standards.
- c) Fire protection impacts, constraints, and code implications associated with the proposed generator layout and structure protection approach, including whether the selected canopy or enclosure configuration would require automatic sprinkler protection, fire suppression, detection, fire alarm interfaces, rated construction, fire separation, or other fire protection features.
- d) Basis for the recommended fire protection and life-safety approach to be documented in the PDR, including anticipated design assumptions, permitting impacts, cost impacts, schedule impacts, Authority Having Jurisdiction (AHJ) coordination requirements, and unresolved code issues to be carried into detailed design.
- e) If the evaluation determines that substantial fire protection improvements may be required, the Consultant shall identify the anticipated scope and whether additional design services may be required.



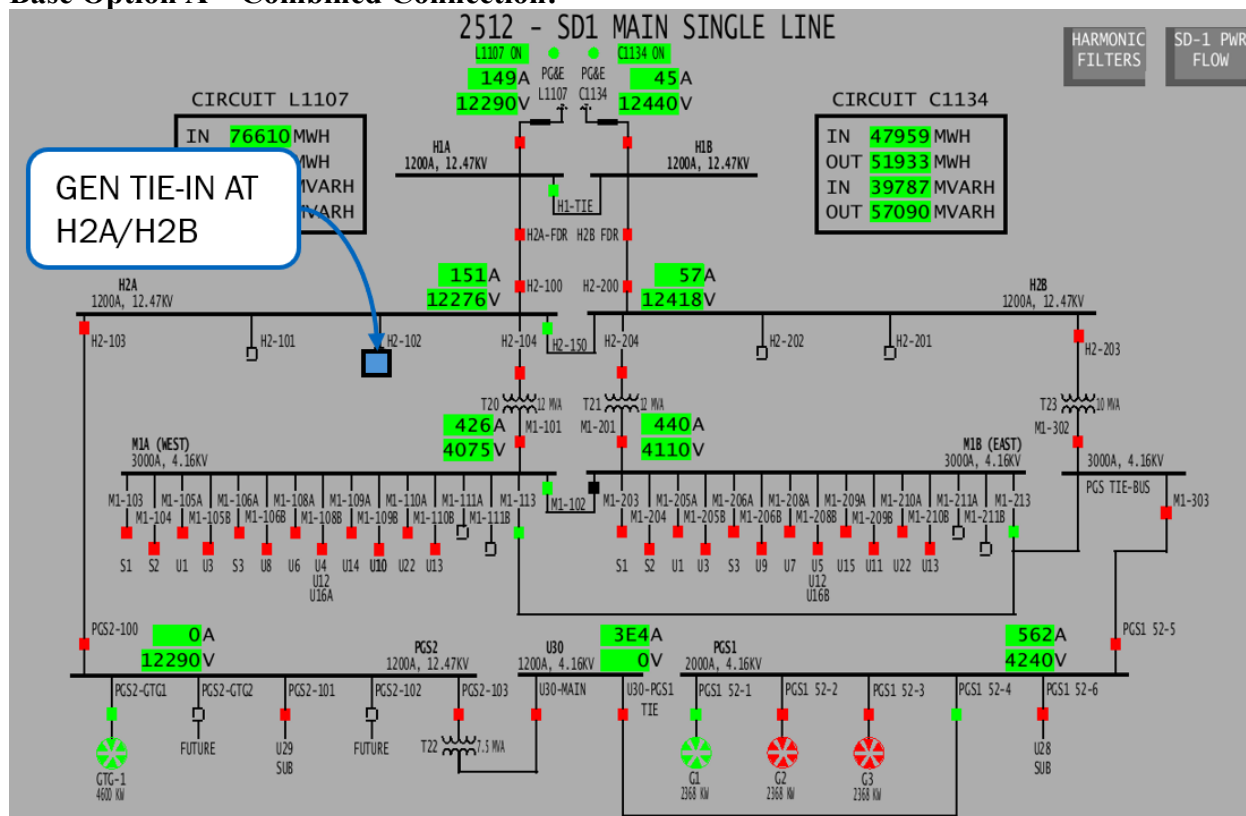
## 6. Permitting, Procurement, Cost, Schedule, and Risk Criteria

- a) Applicable environmental, permitting, regulatory, agency, and utility requirements, including CEQA, Bay Area Air District air permitting, EPA and CARB stationary engine requirements, PG&E coordination, UPRR coordination, and other applicable agency or utility requirements.
- b) Recommended procurement strategy for the District-furnished, pre-purchased emergency standby generator package, and whether fuel tanks, switchgear, controls, load bank(s), or other long-lead equipment should also be pre-purchased or otherwise procured early.
- c) Preliminary construction cost, operations and maintenance cost considerations, schedule impacts, constructability risks, permitting risks, and implementation constraints.

The Consultant shall evaluate the current MWWTP power system context, including utility interconnections, load balancing options, and existing controls constraints, to determine practical operating assumptions for the proposed emergency standby generator system.

For both Base Option A and Base Option B, the Consultant shall assume an emergency standby generator system generally consisting of two 3.0 MW, 12.47 kV emergency standby generators, associated load bank(s), diesel fuel tanks, protection barriers, spill containment, controls, and electrical integration with the existing MWWTP power system. The Consultant shall evaluate required interlocks, protection relay interfaces, controls, and operating limitations associated with each option.

## Base Option A – Combined Connection:



**Figure 1-4: Single Line Diagram of Base Option A (Combined connection)**

The Consultant shall evaluate a combined generator connection to the existing H-2 switchgear at the 12.47 kV level. Under this option, the two generators would combine into a single breaker before connecting to the existing system at one of the available H-2 breakers.

The Consultant shall evaluate the advantages, disadvantages, constraints, risks, costs, schedule impacts, operating limitations, protection and controls requirements, and implementation requirements of each option and any other feasible alternatives identified during preliminary design.

The Consultant shall evaluate construction phasing, staging, sequencing, temporary facilities, access constraints, outage constraints, operational limitations, and long-lead equipment procurement considerations associated with construction of the emergency standby generator system.

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The District intends to pre-purchase the emergency standby generator package. The Consultant shall evaluate and recommend the scope, technical requirements, interface requirements, schedule, and procurement strategy for the generator pre-purchase package. See Task 5.6 for additional details. The generator pre-purchase package may include, as applicable, engine-generator units, alternators, generator controls, emissions or aftertreatment systems, cooling systems, exhaust components, starting systems, batteries, battery chargers, vendor-furnished auxiliary equipment, factory testing requirements, warranty requirements, O&M documentation requirements, training requirements, and interfaces with load bank(s), fuel system, switchgear, protection, controls, SCADA/DCS, and other project systems.

The Consultant shall also evaluate whether other major long-lead equipment should be pre-purchased or otherwise procured early to reduce schedule risk, including medium-voltage switchgear, paralleling gear, transformers, load bank(s), fuel tanks, fuel system equipment, controls, protection relays, or other equipment identified during preliminary design. The evaluation shall identify candidate pre-purchase packages, anticipated procurement durations, technical risks, permitting impacts, equipment interface requirements, cost and schedule impacts, and advantages and disadvantages of pre-purchase versus procurement by the construction Contractor.

The Consultant shall include preliminary phasing, staging, sequencing, access, outage, temporary power, generator pre-purchase, and other long-lead equipment procurement recommendations in the PDR and shall carry approved phasing, staging, sequencing, procurement, and interface requirements into the detailed design documents.

#### **Task 4.4: Preliminary Design Report (PDR)**

The Consultant shall prepare a PDR that serves as the basis for detailed design under Task 5. The PDR shall compile and document the findings, evaluations, recommendations, and District decisions developed under Tasks 3 and 4.1 through 4.3.

The PDR shall include, at minimum:

- Include all results and evaluations developed performed in Tasks 4.1 to 4.3
- Summary of data collection, site assessment, and load demand study findings;
- Project objectives and design criteria;
- Description of the recommended project scope for detailed design;
- Evaluation of the baseline concept and feasible alternatives;
- Generator quantity, size, capacity, operating assumptions, and use type with consideration to future District projects;
- Load bank requirements;
- Electrical tie-in recommendation and basis;
- Existing electrical power and control system interface requirements;

- MWWTP equipment running analysis based on available generator capacity, critical load priorities, and operating assumptions;
- Preliminary equipment selections, allowable vendors where applicable, and estimated procurement durations;
- Diesel fuel storage, fuel conditioning, spill containment, leak detection, and monitoring considerations;
- Enclosure, canopy, barrier, sound, fire, vehicle impact, corrosion, ballistics, and environmental exposure considerations;
- Recommended scope, technical requirements, interface requirements, procurement strategy, and schedule for the emergency standby generator pre-purchase package;
- Evaluation of whether medium-voltage switchgear, paralleling gear, transformers, load bank(s), fuel tanks, fuel system equipment, controls, protection relays, or other major long-lead equipment should be pre-purchased or otherwise procured early;
- Identification of equipment interface requirements between the generator pre-purchase package, other long-lead equipment, and the final construction contract documents;
- Preliminary electrical single line diagrams and site plans;
- Preliminary construction phasing, staging, sequencing, access, and outage requirements;
- Preliminary permitting and agency coordination strategy;
- Preliminary risk register;
- Preliminary design, construction, permitting, and long-lead equipment procurement schedule;
- Preliminary construction cost estimate for the recommended project and alternatives; and
- Recommended scope to advance into detailed design.

The Consultant shall submit the PDR in the following sequence:

1. Pre-draft PDR for District Project Manager review;
2. Draft PDR for District review and Preliminary Design Workshop; and
3. Final PDR incorporating District comments and decisions.

### **Task 5: Detailed Design**

Work on the detailed design shall be as defined and recommended in the final approved Preliminary Design Report (PDR). The Consultant shall prepare coordinated construction documents, including drawings, technical specifications, calculations, cost estimates, construction schedules, front-end specifications, permitting, and other documents necessary to advertise and construct the Project.

The District will provide coordinated review comments on design submittals, including Bluebeam session markups for drawings and specifications, comments from user group meetings, and comments from management briefings. The Consultant shall prepare a response to each review comment, describing the action taken and identifying whether further discussion is needed.

Design submittals under Tasks 5.1 through 5.3 shall advance the approved PDR recommendations into coordinated construction documents appropriate for the indicated level of design completion while Tasks 5.4 through 5.6 advance permitting, CEQA, and pre-purchasing.

#### **A. General Detailed Design and Coordination Requirements**

##### **Drawings**

The Consultant shall provide all drafting services for this Project, except for drafting directly related to structural design performed by the District. The Consultant shall prepare drawings in AutoCAD and shall comply with the latest EBMUD Wastewater Department CAD/BIM Standards and Guidelines, as discussed and provided during Drafting Coordination Meetings described in Task 1.1.

The District will provide available record drawings for use as existing background files. The District has not confirmed the accuracy or completeness of these drawings. The Consultant shall not modify or alter District background master files unless approved by the District for the purpose of correcting existing conditions.

Drawing submittals shall be provided in native source file format and PDF format for each design submittal.

##### **CAD/BIM Coordination, Intermediate Checksets, and Version Control**

The Consultant shall coordinate drawing production with District drafting staff throughout detailed design. Drawing development is expected to require coordination with District drafting staff regarding CAD/BIM standards, drawing setup, title blocks, backgrounds, reference files, sheet organization, discipline coordination, file naming, layering, linework, annotation, callouts, and plotting requirements.

The Consultant shall provide intermediate drawing checksets for District drafting review as requested by the District. Intermediate checksets are intended to support drawing production and CAD/BIM coordination and do not replace formal 50%, 90%, or final design submittals.

The Consultant shall address District drafting review comments in the drawing files before each formal design submittal. Minor drafting, formatting, annotation, and plotting comments may be addressed directly in the drawing files or checksets without a separate formal comment log. Substantive drafting comments, unresolved comments, comments affecting design intent, and comments affecting CAD/BIM standards, drawing setup, reference files, discipline coordination,

or final source file delivery shall be tracked in a comment response log or other District-approved format.

The Consultant shall maintain reasonable version control of drawing files, reference files, and intermediate checksets to avoid conflicting drawing versions and to support orderly District review.

### **Technical Specifications**

The Consultant shall prepare technical specifications in Construction Specifications Institute (CSI) format. The District's relevant master technical specifications will be provided to the Consultant and shall be used as a starting point where applicable. The Consultant shall modify District master specifications or create new technical specifications as appropriate for the Project.

Technical specifications shall be prepared in Microsoft Word and PDF format. Document changes shall be tracked during draft submittals and accepted during the final submittal.

### **Front-End Specifications**

The District will provide the front-end specifications template. The Consultant shall review and revise the template to identify project-specific requirements, including project constraints, special procedures, construction schedule requirements, specialized inspections and observations, field testing, commissioning and acceptance procedures, special warranties, and other applicable requirements.

The Consultant shall also review and update the front-end specifications for consistency with the contract documents. The Consultant shall provide detailed recommendations for applicable front-end sections, including the bid schedule, work restrictions, special project procedures, safety and environmental requirements, and other topics necessary to support development of the front-end specifications.

### **QA/QC and Review Meetings**

Prior to each design submittal, the Consultant shall perform internal QA/QC review in accordance with Task 2. Following each design submittal, the Consultant shall coordinate with the District and SME to discuss and resolve District, user group, and SME comments.

### **Generator Pre-Purchase Coordination**

The District intends to pre-purchase the emergency standby generator package based on the recommendations developed during preliminary design. The Consultant shall coordinate the detailed design documents with the generator pre-purchase package, including generator equipment requirements, performance requirements, interface requirements, controls, protection, fuel system interfaces, load bank interfaces, layout requirements, foundation and structural coordination, ventilation or cooling requirements, testing requirements, commissioning

requirements, O&M documentation, training requirements, warranty requirements, and construction contract interfaces. Reference Task 5.6 for additional details.

The Consultant shall incorporate pre-purchased generator information, vendor requirements, approved submittal information, and District-approved procurement assumptions into the detailed design drawings, technical specifications, front-end specifications, construction schedule, cost estimate, startup/testing requirements, commissioning requirements, and construction contract documents.

The Consultant shall also incorporate District-approved recommendations regarding any other long-lead equipment procurement strategy into the detailed design documents.

### **Standard Operating Procedures**

The Consultant shall review existing District Standard Operating Procedures (SOPs) affected by the emergency standby generator system and coordinate with District Operations and Maintenance staff to identify required revisions. The Consultant shall prepare draft revisions to existing SOPs to address the new generator system, associated fuel system, load bank(s), controls, alarms, interlocks, testing requirements, operating limitations, emergency operating procedures, and return-to-normal-power procedures.

If the Consultant determines that a new supplemental SOP is needed for generator-specific operations, testing, maintenance coordination, or emergency use, the Consultant shall identify the need and prepare the supplemental SOP for District review.

SOP revisions and supplemental SOPs shall be coordinated with the generator operating assumptions, control strategy, startup/testing/commissioning requirements, equipment submittals, and District operating practices.

### **B. Design Disciplines**

The Consultant shall provide detailed design services for the following disciplines:

#### **General and Civil Engineering**

The Consultant shall prepare required site, civil, paving, drainage, underground utility, access, grading, and related plans, sections, details, and specifications as needed to support the emergency standby generator system and associated improvements.

#### **Process and Mechanical Engineering**

The Consultant shall prepare required process and mechanical plans, sections, details, schedules, calculations, and specifications as needed for the emergency standby generator system, fuel systems, load bank(s), ventilation or cooling systems, drainage, and other related improvements.

#### **Fire Protection, Life Safety, and Code Compliance**



The Consultant shall incorporate the District-approved fire protection, life-safety, and code compliance approach developed during preliminary design into the detailed design documents. The Consultant shall coordinate fire protection and life-safety requirements with the civil, mechanical, electrical, instrumentation and controls, structural, permitting, and commissioning portions of the design.

The Consultant's base scope includes evaluation, coordination, and incorporation of fire protection and life-safety requirements associated with the selected generator layout, canopy or enclosure approach, fuel storage and containment approach, fire separation, fire department access, fire alarm or detection interfaces, and related code requirements.

If automatic sprinkler protection, fire suppression, fire alarm system modifications, fire water service modifications, rated construction, or other substantial fire protection improvements are determined to be required based on the District-selected design approach or AHJ direction, detailed design of those improvements may be authorized under optional services or additional services, as directed by the District.

### **Electrical Engineering**

The Consultant shall prepare required electrical plans, sections, details, and related specifications as needed to cover site changes and related work necessitated by the improvements. Electrical design shall be based on the latest National Electrical Code (NEC) and California Electric Codes and Title 24 energy efficiency compliance requirements. Electrical systems design shall include power requirements, power distribution, atmospheric monitoring system, grounding, and temporary power (as necessary). Conduit routing shall be shown in detail with the full path from source to destination. Conduit routing represented in "Home Run" format is not allowed. Control panel drawings shall be fully laid-out with details and dimensioned for construction. Typical schematic wiring diagram to represent a similar group of equipment is not allowed. Every piece of equipment shall be drawn out with its own schematic diagram. Electrical design shall incorporate Safety by Design elements to mitigate electrical safety hazards. Medium voltage design shall at a minimum include single line diagrams, three-line diagrams, direct current (DC) control schematics, breaker control strategy, and breaker interlocks, etc.

### **Instrumentation and Controls (I&C)**

Instrumentation design includes the design of equipment control systems and all required instrumentation to facilitate those controls. Consultant shall prepare I&C design and specifications for the work described above and incorporate into the contract documents. Consultant shall develop control narratives and control strategies. Control strategies shall be prepared to describe functions for the supplied controller. I&C devices shall be shown on the mechanical and electrical plans. An instrumentation index and an input/output (I/O) list shall be prepared by the Consultant. I&C design shall include coordination between the emergency generator control panels/switchgears and the local switchgear at H-2 and/or the DCS system. Consultant shall coordinate with the District to develop instrument and equipment tag numbers,

which shall conform to District standards. Wiring and loop diagrams shall be fully detailed for construction. Typical schematic diagrams are not allowed.

### **C. Startup, Testing, Commissioning, and Training Requirements**

The Consultant shall develop startup, testing, commissioning, training, and acceptance requirements for the emergency standby generator system and associated improvements during detailed design. Requirements shall be coordinated with the generator pre-purchase package, approved equipment submittals, control strategies, electrical protection requirements, SCADA/DCS interfaces, fuel system, load bank(s), District operating practices, and construction sequencing.

The Consultant shall prepare startup, testing, commissioning, training, and acceptance requirements for inclusion in the technical specifications or specification appendices. Requirements shall include, as applicable, test procedures, functional testing requirements, factory testing requirements, field testing requirements, commissioning sequence, acceptance criteria, documentation requirements, deficiency tracking requirements, training requirements, and forms or checklists required for construction-phase implementation.

The Consultant shall coordinate these requirements with Task 7.3, Startup, Testing, and Commissioning Services.

### **D. Cost Estimates**

The Consultant shall prepare construction cost estimates at each detailed design submittal. Cost estimates shall be prepared in accordance with the AACE estimate classifications identified in Table 3 and shall be appropriate for the level of design development at each submittal.

Each cost estimate shall include, as applicable, quantities, unit costs, major equipment costs, construction labor and material costs, subcontractor costs, mobilization, temporary facilities, phasing constraints, outage constraints, escalation, contingency, allowances, markups, and assumptions. The Consultant shall identify major cost drivers, estimate exclusions, basis of estimate, pricing assumptions, long-lead equipment assumptions, pre-purchased equipment assumptions, and changes from the prior estimate.

The Consultant shall coordinate the construction cost estimate with the design drawings, specifications, construction schedule, permitting assumptions, phasing assumptions, generator pre-purchase strategy, and risk register.

### **E. Construction Schedule**

The Consultant shall prepare construction schedules at each detailed design submittal. Construction schedules shall be prepared in accordance with the AACE schedule levels identified in Table 3 and shall be appropriate for the level of design development at each submittal.

The construction schedule shall identify, as applicable, major construction activities, phasing, staging, sequencing, outage windows, tie-ins, temporary power requirements, long-lead equipment procurement, generator pre-purchase interfaces, permit durations, agency review durations, submittal and procurement durations, factory testing, delivery, installation, startup, testing, commissioning, training, and critical path items.

The Consultant shall coordinate the construction schedule with the construction cost estimate, design documents, permitting strategy, CEQA strategy, pre-purchase procurement strategy, District operational constraints, and risk register.

**F. Design Submittal Requirements**

The Consultant shall prepare design submittals at the 50%, 90%, and 100% / Final design levels. Each design submittal shall include the documents and level of detail appropriate for that design phase, as summarized below.

**Table 3 – Design Submittals Summary**

| <b>Deliverable</b>              | <b>50% Design</b>                                                                                                                                                                                                                                                                                                        | <b>90% Design</b>                                                                                                                                                                                                                                                                         | <b>100% / Final Design</b>                                                                                                                                                                                                                                                         |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Drawings</b>                 | Coordinated preliminary drawing set showing major layouts, site plans, general arrangements, major equipment, preliminary electrical single-lines, major conduit/cable routing, and applicable civil, mechanical, electrical, and I&C drawings.                                                                          | Substantially complete drawing set for District review, including coordinated discipline drawings, details, schedules, routing, control diagrams, and District-provided structural drawings incorporated into the package.                                                                | Final bid-ready drawing set, signed and sealed by the appropriate California-licensed design professionals for Consultant-prepared drawings. District-prepared structural drawings will be stamped by District staff.                                                              |
| <b>Drawing Content</b>          | Drawing package shall include, as applicable, civil site plans, major civil details, preliminary mechanical and fuel system plans, preliminary electrical single-lines, preliminary three-lines, preliminary control diagrams, major cable/conduit routing, preliminary I&C drawings, and preliminary equipment layouts. | Drawing package shall include, as applicable, substantially complete civil site plans, civil details, mechanical and fuel system plans, electrical single-lines, three-lines, control diagrams, cable/conduit routing, I&C drawings, equipment layouts, schedules, sections, and details. | Drawing package shall include, as applicable, final bid-ready civil site plans, civil details, mechanical and fuel system plans, electrical single-lines, three-lines, control diagrams, cable/conduit routing, I&C drawings, equipment layouts, schedules, sections, and details. |
| <b>Technical Specifications</b> | Technical specification table of contents and draft key technical specifications for major equipment and systems.                                                                                                                                                                                                        | Complete draft technical specifications, including equipment, electrical, mechanical, I&C, testing, startup, commissioning, training, and acceptance requirements.                                                                                                                        | Final bid-ready technical specifications, signed and sealed by the appropriate California-licensed design professionals, as applicable.                                                                                                                                            |
| <b>Front-End Specifications</b> | Preliminary project-specific front-end specification input, including anticipated bid items, work restrictions, sequencing constraints, site access constraints, safety/environmental requirements,                                                                                                                      | Draft project-specific front-end specification revisions and recommendations, including bid schedule input, work restrictions, special project procedures, sequencing constraints, site                                                                                                   | Final Consultant recommended front end specification revisions and consistency review comments coordinated with the final drawings, technical specifications, construction                                                                                                         |

|                                                        |                                                                                                                                                                                                                 |                                                                                                                                                                                                       |                                                                                                                                                                                                                                       |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | inspection requirements, and testing/commissioning requirements.                                                                                                                                                | access constraints, safety/environmental requirements, inspection requirements, and testing/commissioning requirements.                                                                               | schedule, and permitting requirements.                                                                                                                                                                                                |
| <b>Calculations and Design Criteria</b>                | Updated design criteria, preliminary calculations, preliminary generator sizing/load evaluation, preliminary power system assumptions, and key unresolved design issues.                                        | Substantially complete calculations, updated power system study documentation, updated generator sizing and supported-load analysis, and substantially complete design criteria.                      | Final calculations, final design criteria, final generator sizing and supported-load analysis, and final power system study documentation.                                                                                            |
| <b>Cost Estimate</b>                                   | AACE Class 2 construction cost estimate appropriate for the 50% design level.                                                                                                                                   | AACE Class 1 construction cost estimate appropriate for the 90% design level.                                                                                                                         | Final AACE Class 1 construction cost estimate appropriate for the 100% / Final design level.                                                                                                                                          |
| <b>Construction Schedule</b>                           | AACE Level 3 construction schedule, including major construction activities, sequencing constraints, outage constraints, and long-lead equipment items.                                                         | AACE Level 4 construction schedule, including major construction activities, sequencing constraints, outage constraints, long-lead equipment items, procurement assumptions, and critical path items. | Final AACE Level 4 construction schedule, including major construction activities, sequencing constraints, outage constraints, long-lead equipment items, procurement assumptions, critical path items, and construction constraints. |
| <b>CAD/BIM Coordination and Intermediate Checksets</b> | Intermediate CAD/BIM checksets and drafting comment responses as requested by the District to confirm drawing setup, standards, backgrounds, reference files, file naming, layering, and plotting requirements. | Updated intermediate checksets and drafting comment responses as requested by the District to confirm resolution of drafting comments and coordination with District-provided drawings.               | Final drawing files with drafting comments resolved or documented, including native CAD/BIM files, reference files, plotting files, and related drawing support files.                                                                |

|                                                       |                                                                                                           |                                                                                                                                          |                                                                                                                                           |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Standard Operating Procedures</b>                  | Review existing SOPs and identify SOPs affected by the Project.                                           | Draft revisions to existing SOPs and identify any required supplemental SOPs.                                                            | Final draft SOP revisions and supplemental SOPs, if required, for use during construction, startup, testing, commissioning, and training. |
| <b>**Testing / Startup / Commissioning</b>            | Preliminary testing, startup, commissioning, training, and acceptance requirements.                       | Draft startup, testing, commissioning, training, and acceptance forms or specification appendices.                                       | Final startup, testing, commissioning, training, and acceptance forms or specification appendices.                                        |
| <b>**Control Strategies and I&amp;C Documentation</b> | Preliminary control strategies and major system interface descriptions.                                   | Final or near-final control strategies, analog loop descriptions where applicable, I/O lists, loop diagrams, and interface requirements. | Final control strategies, analog loop descriptions where applicable, I/O lists, loop diagrams, and interface requirements.                |
| <b>Risk / Issues / Comments</b>                       | Updated risk register, unresolved design issues, and comment response log.                                | Updated risk register and comment response log.                                                                                          | Final comment response log and final unresolved issues list, if applicable.                                                               |
| <b>Permitting</b>                                     | Permit application development, permit status, and agency coordination shall be performed under Task 5.4. | Permit application development, permit status, and agency coordination shall be performed under Task 5.4.                                | Permit application development, permit status, and agency coordination shall be performed under Task 5.4.                                 |

\* All deliverables shall be provided in source file format and PDF format, unless otherwise directed by the District.

\*\* Testing/startup/commissioning requirements and control strategies/I&C documentation shall be incorporated into the applicable project specifications, drawings, or specification appendices, including checklists or forms where appropriate, so they are included in the construction contract documents.

### **Task 5.1: 50% Detailed Design**

The Consultant shall incorporate the findings and recommendations from the approved PDR into the design drawings, specifications, estimates, and schedules. Design documents shall be developed to an approximately 50% level of completion.

The 50% design shall establish the coordinated design approach, major equipment layouts, principal design criteria, key interfaces, preliminary construction sequencing, major technical specifications, cost estimate, construction schedule, and major permitting requirements.

The Consultant shall prepare presentation materials, attend the 50% Design User Group Meeting, present the design status, and document comments, decisions, and action items. The Consultant shall attend a District management briefing if requested by the District.

**Deliverable:** 50% design submittal in PDF and native source file format, including the applicable 50% design deliverables identified in the Table 3 Design Submittal Summary table.

### **Task 5.2: 90% Detailed Design**

The Consultant shall incorporate District, user group, management, and SME comments from the 50% design review and advance the design to an approximately 90% level of completion. The 90% design shall represent a substantially complete construction document package suitable for final District review.

The Consultant shall prepare presentation materials, attend the 90% Design User Group Meeting, present the design status, and document comments, decisions, and action items. The Consultant shall attend a District management briefing if requested by the District.

**Deliverable:** 90% design submittal in PDF and native source file format, including the applicable 90% design deliverables identified in the Table 3 Design Submittal Summary table.

### **Task 5.3: 100% / Final Detailed Design**

The Consultant shall incorporate all District, user group, management, and SME comments from prior design reviews into the 100% / Final Detailed Design submittal. The final design documents shall be complete, coordinated, checked, and ready for public bidding of the construction contract.

Consultant-prepared drawings and technical specifications shall be signed and sealed by the appropriate California-licensed design professionals, as applicable. District-prepared structural drawings will be stamped by District staff. District-prepared front-end specifications will be prepared and issued by the District.

The Consultant shall prepare presentation materials and attend a 100% / Final Design Meeting if requested by the District. The Consultant shall attend a District management briefing and Board award meeting if requested by the District.

**Deliverable:** Final design package in PDF and native source file format, including the applicable 100% / Final design deliverables identified in the Table 3 Design Submittal Summary table.

#### **Task 5.4: Permit Procurement**

The Consultant shall identify, prepare, coordinate, submit, and obtain all permits, approvals, and agency or utility clearances required for the Project. Permit procurement shall be coordinated with the preliminary design, detailed design, project schedule, and construction contract document development.

The Consultant shall prepare and maintain a permit log and permitting strategy identifying required permits and approvals, responsible parties, required supporting information, design inputs, anticipated agency review durations, schedule constraints, and critical path permit items.

The Consultant's permit procurement and agency coordination responsibilities shall include, but not be limited to:

- Identifying all required permits, approvals, and agency or utility clearances required for the Project;
- Preparing and submitting permit applications and supporting technical documents;
- Preparing design drawings, calculations, project descriptions, equipment information, construction assumptions, operational assumptions, and other materials required for permit applications;
- Coordinating directly with the Bay Area Air District, PG&E, UPRR, and other applicable agencies, utilities, or property owners;
- Obtaining Authority to Construct and Permit to Operate approvals for the emergency standby generator system
- Attending permit-related meetings;
- Responding to agency review comments, information requests, or permit-related questions;
- Revising permit applications, supporting documents, and design documents as necessary to address agency comments;
- Tracking permit status, review durations, critical path items, and schedule impacts; and
- Providing permit status updates with each design submittal and monthly progress report.

Permit to Operate may continue through construction, startup, testing and commissioning under Task 7, as required. The District will provide historical records, available background information, site access, and site-specific information reasonably available to the District, as requested by the Consultant. The Consultant shall identify the information needed from the District, including the purpose, format, and schedule need date for the requested information.



The Consultant shall coordinate permit application materials with the District before submittal. The District will provide review comments and District-specific information as needed, but the Consultant shall remain responsible for preparing complete permit applications, coordinating with applicable agencies, responding to agency comments, and obtaining required permits and approvals.

#### **Task 5.5: CEQA Strategy and Pathway Evaluation**

The Consultant shall prepare a CEQA Strategy and Pathway Technical Memorandum and supporting technical information necessary for the District to evaluate the appropriate level of environmental review for the Project. The memorandum shall document the Project description, CEQA pathway evaluation, categorical exemption analysis, Bay Area Air District coordination considerations, anticipated CEQA documentation or technical studies, CEQA schedule, critical path items, and recommended next steps.

The District will act as the CEQA lead agency and will make all CEQA determinations, including whether the Project qualifies for a categorical exemption or requires an Initial Study, negative declaration, mitigated negative declaration, environmental impact report, or other CEQA documentation.

The Consultant's base CEQA scope shall include, but not be limited to:

- Preparing a detailed Project description for CEQA review;
- Preparing construction assumptions, staging assumptions, schedule information, operational assumptions, equipment information, generator operating assumptions, generator testing and maintenance assumptions, diesel fuel storage assumptions, and fuel delivery assumptions;
- Preparing figures, site plans, layout drawings, equipment descriptions, and other design information needed to support CEQA review;
- Preparing emissions-related design information, including generator size, use type, fuel type, anticipated testing and maintenance assumptions, and other information needed for preliminary air quality review;
- Evaluating whether the Project may qualify for a categorical exemption and preparing supporting documentation for District review;
- Identifying anticipated environmental issue areas and whether additional CEQA documentation or technical studies may be required, including an Initial Study, air quality analysis, health risk assessment, greenhouse gas analysis, noise analysis, hazards and hazardous materials analysis, transportation analysis, biological resources analysis, cultural resources analysis, or other studies, as applicable;
- Identifying whether public review, response to comments, mitigation measure development, or a mitigation monitoring and reporting program may be required;

- Coordinating CEQA-related technical information with the Bay Area Air District permitting process, including whether the CEQA document or exemption determination is likely to be sufficient for air permit approval;
- Responding to District comments on the CEQA Strategy and Pathway Technical Memorandum and supporting technical information;
- Maintaining consistency between CEQA materials, permit applications, design documents, construction assumptions, and operational assumptions; and
- Tracking CEQA status, review durations, critical path items, and schedule impacts.

Additional CEQA documentation, technical studies, public review support, mitigation documentation, response to comments, and other CEQA services beyond the base scope described in this task are included under Task 9.1 and shall be performed only if authorized by the District.

The District will provide historical records, available background information, site access, and site-specific information reasonably available to the District, as requested by the Consultant. The Consultant shall identify the information needed from the District, including the purpose, format, and schedule need date for the requested information.

The Consultant shall prepare complete and technically adequate CEQA strategy materials, exemption evaluation materials, supporting information, figures, and analyses required for District review and use. The Consultant shall coordinate all CEQA materials with the District before the materials are used for external agency coordination or any CEQA-related action. The District will be responsible for circulation, filing, publication, submittal, approval, adoption, certification, and other formal CEQA actions as the CEQA lead agency, unless otherwise directed by the District.

**Deliverable:** CEQA Strategy and Pathway Technical Memorandum and supporting attachments.

### **Task 5.6: Emergency Standby Generator Pre-Purchase Support**

The Consultant shall prepare and support a pre-purchase procurement package for the emergency standby generator equipment. Generator pre-purchase support shall be coordinated with the preliminary design, detailed design, permitting strategy, CEQA strategy, construction schedule, and construction contract document development.

The Consultant's emergency standby generator pre-purchase support shall include, but not be limited to:

- Confirming the recommended generator pre-purchase package scope based on the approved PDR and District direction;
- Preparing technical criteria, equipment data sheets, drawings, and technical specifications for the generator pre-purchase procurement package;

- Preparing generator performance requirements, capacity requirements, voltage requirements, emissions requirements, aftertreatment requirements, controls requirements, protection interface requirements, fuel interface requirements, load bank interface requirements, testing requirements, delivery requirements, warranty requirements, spare parts requirements, O&M documentation requirements, and training requirements;
- Identifying interface requirements between the pre-purchased generator package and the final construction contract documents, including civil, structural, mechanical, electrical, instrumentation, controls, SCADA/DCS, fuel system, load bank, testing, commissioning, and operational interfaces;
- Preparing an engineer's estimate and procurement schedule for the generator pre-purchase package;
- Preparing technical responses to vendor questions during generator pre-purchase procurement;
- Reviewing vendor technical proposals, equipment data, exceptions, clarifications, and substitutions for technical conformance;
- Preparing a technical evaluation or recommendation memorandum for District review;
- Reviewing shop drawings, calculations, test procedures, factory acceptance testing procedures, and other technical submittals for the pre-purchased generator package;
- Supporting factory acceptance testing for the pre-purchased generator package, if requested by the District;
- Supporting transition of pre-purchased generator equipment obligations, vendor information, approved submittals, equipment requirements, and interface requirements into the construction contract documents; and
- Preparing technical addendum content during generator pre-purchase procurement as required.

The District will be responsible for procurement decisions, contract terms, contract award, and execution of pre-purchase agreements. The Consultant shall prepare technical procurement documents and provide technical procurement support but shall not make procurement decisions, communicate award decisions to vendors, or modify commercial terms unless directed by the District.

For proposal purposes, the Consultant shall assume preparation of one emergency standby generator system pre-purchase procurement package, responses to up to ten vendor questions, preparation of up to two technical addenda, technical review of up to four vendor proposals or technical submissions, review of up to ten pre-purchase technical submittals, and attendance at one factory acceptance test (FAT).

**Deliverable:** Generator pre-purchase technical specifications, equipment data sheets, technical drawings, procurement schedule, engineer's estimate, technical responses to vendor questions,

technical addendum content, technical proposal reviews, submittal review comments, FAT support documentation, and generator equipment interface requirements.

### **Task 6: Bid Period Services**

The Consultant shall provide technical support for the District during the bidding process. The Consultant shall attend one pre-bid meeting and prepare draft technical responses for up to eight questions from prospective bidders as requested by the District and shall prepare meeting notes and provide support for up to two addenda as necessary. The Consultant shall also review and provide comment for up to three equipment substitution requests from prospective bidders. The District will print and distribute any addenda produced during the bid period. If addenda are issued during the bid period, the Consultant shall prepare conformed contract documents incorporating addenda, prior to issuance of the Contractor's Notice to Proceed. The Consultant shall sign and seal the Conformed contract documents.

The Consultant shall assist the District with evaluation of the technical aspects of bids received. The Consultant shall not provide evaluation of legal aspects of any bid irregularities as these require legal expertise. The Consultant shall also draft technical responses from prospective bidders for District review and issuance.

**Deliverable:** Pre-bid meeting notes, draft technical responses, technical addendum content, substitution request reviews, technical bid evaluation support, and signed/sealed conformed documents

### **Task 7: Engineering Services During Construction (ESDC)**

The Consultant shall provide ESDC for the project to include the following tasks. The Consultant shall use District-provided construction management software to review and respond to construction phase items. This software is subject to change, but in the past the District has typically used Kahua.

The Consultant will submit responses to the District within 60 percent of the maximum turnaround time for each item as stated in the specifications (rounded down to the nearest day). Work effort required beyond the estimated quantities indicated below will be negotiated as additional services. Work effort required beyond the estimated quantities identified below may be authorized under Task 9.5.

#### **Task 7.1: Issue Resolutions and Reviews**

- **Requests for Information (RFI)** – This service will involve responding to requests for information (RFIs) from the Contractor. The Consultant shall issue necessary clarifications, interpretations, and re-design of the construction contract documents, as appropriate for the orderly completion of the work. The Consultant shall assume a total labor estimate of 160 hours based on assuming 8 hours per RFI response and a total of 20 RFIs.

- **Submittal Review** – The Consultant shall review (or take other appropriate action in respect of) shop drawings, material and equipment data sheets, engineering calculations, and other data which the contractor is required to submit per the construction contract documents. The Consultant shall assume a total labor estimate of 480 hours based on assuming 16 hours per submittal response and a total of 30 submittals.
- **Change Order Assistance** – The Consultant shall review and consult with the District on change orders to the construction contract documents and provide design modifications as applicable. The Consultant shall assume a total labor estimate of 200 hours based on assuming 20 hours per change order assistance and a total of 10 change orders.

### **Task 7.2: Meetings and Construction Observations**

The Consultant shall attend weekly construction meetings as-needed to coordinate reviews and submittals, assist with issue resolution, and provide periodic site observations of the construction progress for general conformance to the bid document requirements. The Consultant shall not be required to provide detailed analysis of construction activities or work in progress unless specifically directed by the District to resolve a specific technical issue. The Consultant shall conduct periodic site visits for observational purposes during construction. The Consultant shall assume making monthly construction site visits after field work begins. The Consultant shall assume 1 hour per construction meeting for an estimated 20 total construction meetings. The Consultant shall assume 2 hours per site visit for an estimate of 10 total site visits.

Deliverable: The Consultant shall submit observation notes and photos as appropriate for further review and documentation.

### **Task 7.3: Startup, Testing, and Commissioning Services**

The Consultant shall provide engineering support during startup, testing, training, commissioning, and acceptance of the new generators, fuel tanks, load bank(s), electrical systems, controls, SCADA/DCS interfaces, and related equipment or facilities.

Startup, testing, commissioning, training, acceptance, O&M manual, and SOP requirements shall be developed during detailed design and included in the technical specifications or specification appendices. SOP requirements shall be based on review of existing District SOPs affected by the Project, including existing emergency power restoration or emergency infrastructure procedures, and shall identify required revisions or supplemental SOPs needed for the new generator system.

The Consultant shall support the District by:

- Preparing startup, testing, commissioning, training, and acceptance procedures;
- Reviewing submittals related to startup, testing, commissioning, training, O&M manuals, and SOPs;
- Participating in startup, testing, commissioning, training, and acceptance meetings;

- Reviewing test results, commissioning documentation, deficiency logs, and corrective action documentation;
- Providing technical recommendations regarding deficiencies, corrective actions, retesting, and acceptance issues;
- Supporting coordination of generator controls, protection, interlocks, SCADA/DCS integration, and operational interfaces;
- Coordinating with District Operations and Maintenance staff to review, update, and finalize revisions to existing District SOPs affected by the Project;
- Preparing supplemental generator-specific SOPs if required for operations, testing, maintenance coordination, emergency use, abnormal conditions, or return-to-normal-power procedures;
- Revising SOPs or supplemental SOPs based on installed equipment, approved submittals, final control strategies, startup results, testing and commissioning results, training feedback, and District Operations and Maintenance staff input; and
- Including the SME in strategic technical reviews and as-needed on-site startup, testing, training, and commissioning support.

The Consultant shall not be responsible for the Contractor's means, methods, installation, safety, quality control, or performance of startup, testing, commissioning, or training activities.

Deliverable: Review comments, meeting notes, test and commissioning documentation review comments, deficiency and corrective action recommendations, O&M manual review comments, draft and final SOP revisions or supplemental SOPs if required, and support for acceptance documentation.

### **Task 8: Record Drawings**

The Consultant shall prepare final record drawings based on Contractor-provided redlines, as-built information, approved RFIs, change orders, design clarifications, field directives, and other District-provided construction records.

The Contractor shall be responsible for maintaining and submitting as-built/redline drawings documenting changes made during construction. The Consultant shall incorporate the Contractor-provided redlines and District-provided construction records into the final design drawing files and prepare final record drawings for District use.

The Consultant is not responsible for field verification of Contractor-provided redlines, as-built information, or construction changes. The Consultant shall notify the District if Contractor-provided redlines or construction records are incomplete, unclear, inconsistent, or insufficient to prepare record drawings.

The Consultant shall submit final record drawings in PDF format and native electronic source file format, with two hard copies if requested by the District. Final record drawings shall be submitted within 3 months of receiving as-builts from the Contractor.

Deliverable: Final record drawings in PDF format and native electronic source file format, with hard copies as requested by the District.

## **Task 9: Optional Services**

The District reserves the option to request additional services from the Consultant. Optional services, if warranted, will be negotiated at a future date. The District will issue a Notice to Proceed letter to authorize the optional services.

### **Task 9.1: Optional Services – Expanded CEQA Documentation and Technical Studies**

At the discretion of the District, the Consultant may be directed to prepare additional CEQA documentation, environmental technical studies, public review materials, or mitigation documentation beyond the CEQA strategy, pathway evaluation, and categorical exemption evaluation included in Task 5.5.

Optional expanded CEQA services may include, but are not limited to:

- Initial Study preparation;
- Preparation of a negative declaration;
- Preparation of a mitigated negative declaration;
- Preparation of an environmental impact report;
- Preparation of detailed air quality analysis;
- Preparation of greenhouse gas analysis;
- Preparation of health risk assessment and air dispersion modeling;
- Preparation of noise analysis;
- Preparation of hazards and hazardous materials analysis;
- Preparation of transportation analysis;
- Preparation of biological resources analysis;
- Preparation of cultural resources analysis;
- Development of mitigation measures;
- Preparation of a mitigation monitoring and reporting program;
- Public review support, including preparation of public notices, responses to comments, and revisions to CEQA documents;

- Coordination with the Bay Area Air District, responsible agencies, trustee agencies, and other reviewing entities regarding CEQA documentation; and
- Additional CEQA coordination, analysis, or documentation required by the District or reviewing agencies.

The District will make all CEQA determinations and will be responsible for approval, adoption, or certification of CEQA documents as the CEQA lead agency. The Consultant shall prepare complete and technically adequate optional CEQA documentation, technical studies, figures, supporting information, and draft responses to comments for District review and use.

### **Task 9.2: Optional Services – Structural Engineering Design Services**

At the discretion of the District, the following structural engineering design services may be considered, but are not limited to:

- Provide quality control review of District-prepared technical deliverables, including drawings, calculations, specifications, reports, evaluations, and other related documentation.
- Structural analysis and design of foundations for generators, equipment, and other structures
- Structural engineering design and drafting/modeling work

### **Task 9.3: Optional Services – Additional Bid Period Services**

At the discretion of the District, the Consultant may be directed to provide additional bid period services beyond the base scope identified in Task 6.

Optional additional bid period services may include, but are not limited to:

- Attending additional pre-bid meetings or bidder conferences;
- Preparing responses to bidder questions beyond the five questions included in Task 6;
- Preparing technical content for addenda beyond the two addenda included in Task 6;
- Reviewing additional equipment substitution requests or “or equal” requests;
- Preparing revisions to drawings, specifications, or bid documents required during the bid period;
- Preparing supplemental sketches, details, clarifications, or technical memoranda needed to respond to bidder questions;
- Providing additional technical support for bid evaluation;
- Preparing additional conformed contract documents if additional addenda are issued; and



- Providing other bid period technical support requested by the District.

The Consultant shall not perform optional bid period services without prior written authorization from the District.

#### **Task 9.4: Optional Services – Additional Engineering Services During Construction**

At the discretion of the District, the following engineering services may be considered, but are not limited to:

- Responding to additional RFIs and submittals
- Specialized field tests and inspections
- Related inspection, test, and condition assessment work
- Construction management support services

#### **Task 9.5: Optional Services – Additional Equipment Pre-Purchase Support**

At the discretion of the District, the Consultant may be directed to provide additional equipment pre-purchase support beyond the emergency standby generator pre-purchase package included in Task 5.6.

Optional additional equipment pre-purchase support may include, but is not limited to, pre-purchase support for medium-voltage switchgear, paralleling gear, transformers, load bank(s), fuel tanks, fuel system equipment, controls, protection relays, or other long-lead equipment identified during preliminary design or detailed design.

Optional services may include preparation of additional technical procurement packages, equipment data sheets, technical specifications, drawings, procurement schedules, engineer's estimates, vendor question responses, technical addendum content, vendor technical proposal reviews, technical recommendation memoranda, shop drawing and submittal reviews, factory acceptance testing support, and incorporation of additional pre-purchased equipment requirements into the construction contract documents.

The District will be responsible for procurement decisions, commercial terms, contract award, and execution of pre-purchase agreements. The Consultant shall prepare technical procurement documents and provide technical procurement support but shall not make procurement decisions, communicate award decisions to vendors, or modify commercial terms unless directed by the District.

#### **Task 9.6: Optional Services – Fire Protection Design Services**

At the discretion of the District, the Consultant may be directed to provide fire protection design services beyond the fire protection, life-safety, and code compliance evaluation included in the base scope.

Optional fire protection design services may include, but are not limited to:

- Automatic sprinkler system design;
- Fire suppression system design;
- Fire alarm or detection system design;
- Fire water service modifications;
- Fire pump, hydrant, or water supply evaluation;
- Rated construction or fire barrier design support;
- Fire protection calculations; and
- Fire protection drawings and specifications.

### **Task 9.7: Optional Services – Design Items Not Included in Original Scope of Design**

Consultant shall provide optional design services for items not included in the original scope of design, as requested by the District. Services may include additional design analysis, drawings, specifications, calculations, cost estimates, coordination, and related support necessary to address new or revised project requirements. Optional services shall not be performed without prior written authorization from the District.

### **III. PROJECT SCHEDULE**

|                                                  |                               |
|--------------------------------------------------|-------------------------------|
| Project Kick-off                                 | October 2026                  |
| Task 3: Data Collection and Ex Conditions Review | October – November 2026       |
| Task 4: Preliminary Design                       | November 2026 – March 2027    |
| Task 5: Detailed Design                          |                               |
| Task 5.1: 50% Design                             | March – July 2027             |
| Task 5.2: 90% Design                             | June – November 2027          |
| Task 5.3: 100% / Final Design                    | November 2027 – February 2028 |
| Task 6: Bid Period Services                      | February – July 2028          |
| Task 7: Engineering Services During Construction | July 2028 – June 2030         |
| Task 8: Record Drawings                          | June 2030                     |
| Task 9: Optional Services                        | TBD                           |

**- END OF EXHIBIT E -**