

REQUEST FOR PROPOSAL (RFP) No. 524-26-01

Moraga Raw Water Pumping Plant Rehabilitation and Upgrades Pre- design Services

ADDENDA

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

CONTACT

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RESPONSE DUE

November 11, 2026
4:00 p.m. PST

SUBMIT ELECTRONICALLY TO*

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**Hardcopy proposals will not be accepted*

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP for Moraga Raw Water Pumping Plant Rehabilitation and Upgrades Pre-design Services

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I. STATEMENT OF WORK

A. SCOPE

Project Purpose

East Bay Municipal Utility District (District) intends to rehabilitate and upgrade the Moraga Raw Water Pumping Plant (RWPP) to address an existing voltage-drop issue and improve the reliability, operability, and maintainability of the facility. The purpose of this pre-design effort is to identify and evaluate alternatives, select the most cost-effective approach, and develop the electrical and mechanical design criteria needed for a design phase to follow.

Scope of Work

It is the intent of these specifications, terms, and conditions to describe pre-design services for the Moraga RWPP.

The scope of work includes the following services:

- Conduct a comprehensive evaluation of the existing voltage drop issues and motor-starting issues, including conditions on both the District's and Pacific Gas and Electric's (PG&E's) side of the electric meter. Develop and assess alternatives and recommend short-term and long-term solutions.
- Perform a condition assessment of existing electrical equipment for the Moraga RWPP and 12kV substation and recommend design criteria for reliability improvements.
- Perform a condition assessment of the existing mechanical equipment and dechlorination system at the Moraga RWPP and recommend design criteria for reliability improvements. The condition assessment shall include performance testing and vibration analysis for the existing pumps.
- Conduct workshops with District stakeholders to review alternatives and establish consensus of design goals.
- Prepare technical memoranda to document findings and provide design criteria, preliminary design schematics and layouts, project implementation schedule, sequencing considerations, and cost estimates.

The District intends to award a one-year contract to the Proposer that best meets the District's requirements.

B. BACKGROUND

The Moraga RWPP consists of a partially buried pumping plant building and dedicated above-grade 12kV substation located at 3462 School Street in Lafayette, alongside the Las Trampas Creek on the Lafayette/Moraga Regional Trail. Figure 1 below shows the Moraga RWPP site.

Figure 1: Moraga RWPP location



The Moraga RWPP was constructed in 1973 to deliver water from the Lafayette Aqueducts to the Moraga Aqueduct No. 2 and into an outfall with an energy dissipater on Moraga Creek, which conveys water into the Upper San Leandro (USL) Reservoir for subsequent treatment at the USL Water Treatment Plant (WTP). Although the District operates the Moraga RWPP intermittently, it is a critical component of the District’s water supply system. When local runoff is insufficient to maintain USL Reservoir at levels needed for water supply operations, the Moraga RWPP conveys Mokelumne River water to the reservoir.

During droughts, the Moraga RWPP conveys supplemental Sacramento River water through the Folsom South Canal Connection (FSCC) to USL Reservoir for treatment at USL WTP, which is critical for treating the District’s use of the available drought supply. The Moraga RWPP has operated during 9 of the past 20 years (2007–2026), most recently in 2022. When operated, the pumping plant typically operates continuously, 24 hours per day, for periods ranging from approximately one to six months.

During operation, power issues have resulted in pump trips and frequent restarts. For example, during the August–October 2022 operating period, the pumps required approximately 12 restarts due to power-related issues.

The pumping plant structure and 12kV substation are near the Las Trampas Creek bank adjacent to a residential neighborhood in Lafayette. The District is conducting flood risk

and geotechnical evaluations of the site, which will be documented in technical memoranda (TM) with completion anticipated by Spring 2027. There is visual evidence of ground settlement on the Moraga RWPP site. A recent site assessment determined that relocation of the structures is not necessary.

The pumping plant structure is a multi-level, partially buried concrete structure. The above-grade substation is enclosed by concrete walls for security because both structures are adjacent to a public trail. Figure 2 shows the interior of the pumping plant and Figure 3 shows the substation.

Figure 2: Moraga RWPP

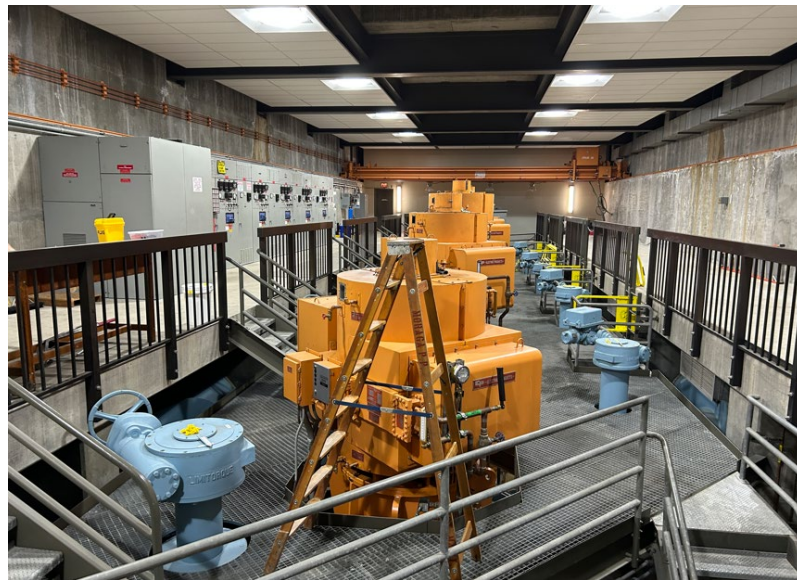


Figure 3: 12 kV Substation



The Moraga RWPP currently operates at electrical capacity, with only two pumps capable of operating at a given time. The large inrush current associated with starting the synchronous motors can cause significant voltage drops on the PG&E distribution system. These conditions do not meet applicable PG&E requirements and can result in pump trips, particularly during periods of high local electrical demand.

District Operations staff must coordinate closely with PG&E to minimize impacts to the surrounding community. Pump starts are generally scheduled during periods of low electrical demand, which limits the District's operational flexibility.

The motor starting problem has been known since the 1980s, but the impacts have worsened as a result of local residential and commercial development, increased quantity of electronic devices requiring higher power quality, increased frequency and severity of extreme heat events, and increased wildfire hazard which affects PG&E's protection schemes. Pump trips due to voltage drops are most prevalent during the summer demand periods, which also present challenging conditions for maintaining system voltage.

In 2006, the District submitted a Feasibility Study request to PG&E to identify distribution and transmission options to address the motor starting concerns. A preliminary investigation by PG&E determined a new dedicated distribution feed or installation of an upsized 115 kV transmission line was not feasible. No further discussions or follow-up actions were taken at that time.

Existing Pumping Plant

The pumps at the Moraga RWPP were manufactured by Byron Jackson in 1973. They are water-cooled vertical turbine pumps with synchronous motors. Rated capacities for each unit are shown in Table 1. The RWPP has space for an additional pump; however, the existing pumps and capacity are currently sufficient for the District's needs.

Table 1: Moraga Raw Water Pumps

Unit	RPM	HP	Capacity (MGD)
1	1200	700	11±
2	1200	1250	27±
3	900	2000	46±
4	900	2000	46±

The pumps are operated intermittently. As discussed above, electrical constraints require that only two pumps run at a time. In addition, the two larger units, Unit 3 and 4 cannot be run together due to electrical capacity and hydraulic constraints. Maximum discharge from the pumping plant is limited to approximately 62 MGD due to limitations on the energy dissipater structure at the discharge point.

The pumps are supplied from the Lafayette Aqueducts with typical suction pressure of approximately 40 pounds per square inch (psi) and discharge to the Moraga Aqueduct No. 2 with typical discharge pressure of approximately 130 psi. Depending on operational needs, water conveyed through the Lafayette Aqueducts may contain chlorine, in which case the discharge to the Moraga Creek is dechlorinated using the existing chemical system located within the pumping plant.

The pumping plant structure retains most of its original heating, ventilation, and cooling (HVAC), elevator, crane, sump pump and other ancillary systems.

c. PROPOSER QUALIFICATIONS

1. Proposer Minimum Qualifications

The proposed key team members shall meet the following qualifications:

- a. **Project Manager** shall have experience with water treatment plant or distribution facility rehabilitations, coordination with PG&E and demonstrate experience with developing, assessing, and presenting alternatives and gaining consensus from stakeholders in at least two (2) municipal capital projects with a total value of \$10M or more in the last ten (10) years.
- b. **Lead Electrical Engineer** shall have experience with medium voltage electrical, power, and control systems design, shall have designed at least two (2) pumping plants rated at 500 horsepower (hp) or higher in the last ten (10) years, and shall have experience with PG&E coordination for at least two (2) projects in the last ten (10) years.
- c. **Lead Mechanical Engineer** shall have experience with process evaluation and facilities planning for retrofits and rehabilitations of at least two (2) pumping plants rated at 500 hp or higher in the last ten (10) years.
- d. **Technical Specialist** for Pump Natural Frequency and Vibration Analysis shall have experience evaluating pump natural frequencies and vibration characteristics for pumps and pump/motor systems, including applications using variable frequency drives (VFDs) at minimum of two (2) pumping plants rated at 500 hp or higher in the last ten (10) years.
- e. Proposer shall possess all the credentials necessary to perform services as specified under this RFP.

d. SPECIFIC REQUIREMENTS

The following sections provide the major scope items to be included and assumptions for services required for the project.

Summary List Technical Memoranda (TM):

The following is a list of the TMs (deliverables) that the Proposer are required to complete and are further described in the lists of Proposer tasks:

- Existing Conditions TM
- Power Reliability Improvements TM
- Electrical System Reliability and Safety Assessment TM
- Pumps, HVAC, and Mechanical Assessment TM

Task 1 – Document Review and Field Verification

The Proposer shall:

- A. Review existing drawings, reports, product manuals, one-lines, protection settings, standard operation procedures, historical operating data and equipment nameplates.
- B. Perform site visits to verify equipment configurations, settings, condition, and any site constraints that may affect future improvements including:
 1. Switchgear
 2. Motor control centers (MCCs)
 3. Pumps, motors, and valves
 4. HVAC systems
- C. Develop P&ID of existing pumps, surge/relief line, HVAC, sump pumps, chemical feed systems (any systems related to pumping plant). Include all setpoints or interlocks of all existing processes and mechanical equipment.
- D. Complete photo documentation of observed conditions, deficiencies, and constraints.
- E. Provide red-line markups to update the following key drawings as needed to represent existing conditions (Refer to Exhibit E for drawing set):
 1. Mechanical Plan and Elevation, Drawings 6200-G-06.01, 6200-G-07.01 to 7.06
 2. Elevator, Plumbing, Emergency Generator, Drawings 6200-G-08.01 to 8.02
 3. Heating and Ventilating, Drawings 6200-G-09.01 to 9.12
 4. Electrical General, 12kV Outdoor Substation, Site plan, and Indoor Drawings 6200-G-10.01 to 10.18, 6200-G-11.01 to 11.06, 6200-G-12.01, 6200-G-13.01 to 13.16
- F. Coordinate with District Operations staff to document operational constraints.
- G. Summarize findings in an Existing Conditions TM.

Assumptions:

- Allow ten (10) workdays for District to review draft documents.
- Two (2) meetings with District to coordinate with Operations and Maintenance and Engineering staff.
- Address District comments in track changes version of draft and provide with final version.

Proposer Deliverables:

- Draft Existing Conditions TM
- Final Existing Conditions TM

Task 2 – Power Reliability Improvements

The Proposer shall:

- A. Coordinate with PG&E to identify PG&Es existing protection schemes and any impacts on reliability of service to the Moraga RWPP, including effect of seasonal or Public Safety Power Shutoff (PSPS) settings.
- B. Perform a transient motor starting study to evaluate alternatives to address the voltage drop issue during pump startup, including VFDs, dynamic reactive power compensation, operational controls (timing and sequencing of starts), and any other feasible alternatives.
- C. Evaluate alternatives to improve power reliability with consideration for planned and unplanned PG&E outages or service disruptions.
- D. Conduct meetings with District stakeholders while completing the task, including leading workshops both before and after the findings of this task are summarized in the TM.
- E. Summarize findings in Power Reliability TM including scope of work, design criteria, equipment layouts, single-line diagram, cost estimates (AACE Class 4), and implementation schedules for alternatives and the recommended project based on the alternatives analysis.

Assumptions:

- Allow ten (10) workdays for District to review draft documents and five (5) workdays for District to review draft PowerPoint presentations.
- Address District comments in track changes versions of drafts and provide with final version.
- Four (4) meetings with District to coordinate with Operations and Maintenance and Engineering staff.
- One (1) conceptual alternatives workshop with District stakeholders prior to preparing the Draft Power Reliability Improvements TM.
- One (1) alternatives evaluation and project recommendation workshop with District stakeholders after the Draft Power Reliability Improvements TM is issued.
- Alternatives analysis should consider how alternatives best meet the project purpose as well as other factors including maintenance and reliability, environmental and community, and capital and operating costs.

Proposer Deliverables:

- Draft and Final Annotated Outline for Power Reliability Improvements TM
- Draft and Final PowerPoint for each workshop
- Draft and Final Minutes for each workshop
- Draft Power Reliability Improvements TM
- Final Power Reliability Improvements TM
- ETAP/ SKM model project files

Task 3 – Electrical Systems Reliability and Safety Assessment

The Proposer shall:

- A. Evaluate existing facility electrical equipment and support systems, including transformers, MCCs, battery backup, and emergency generator.
- B. Evaluate alternatives to improve power reliability with respect to planned and unplanned PG&E outages or service disruptions.
- C. Develop recommendations for new equipment or the rehabilitation of equipment including cost and justification. Obtain quotes from vendors for new equipment or pump rehabilitation and determine construction costs.
- D. Summarize findings in an Electrical System Reliability and Safety Assessment TM including scope of work, design criteria, equipment layouts, single-line diagrams, cost estimates (AACE Class 4) and implementation schedules for alternatives and recommended improvements.

Assumptions:

- Allow ten (10) workdays for District to review draft documents and five (5) workdays for District to review draft PowerPoint presentations.
- Address District comments in track changes version of draft and provide with final version.
- Four (4) meetings with District to coordinate with Operations and Maintenance and Engineering staff.
- One (1) workshop with District stakeholders after the Draft Electrical Power Reliability and Safety Assessment TM is issued.
- Alternatives analysis should consider how alternatives best meet the project purpose as well as other factors including maintenance and reliability, environmental and community, and capital and operating costs.

Proposer Deliverables:

- Draft and Final Annotated Outline for Electrical System Reliability and Safety Assessment TM
- Draft and Final PowerPoint for each workshop
- Draft and Final Minutes for each workshop
- Draft Electrical System Reliability and Safety Assessment TM
- Final Electrical System Reliability and Safety Assessment TM

Task 4 – Pumps, HVAC, and Mechanical Systems Assessment

The Proposer shall conduct a mechanical condition assessment of Moraga RWPP and develop a recommended project.

Conduct Mechanical Condition Assessment:

- A. Coordinate with the Proposer's electrical engineer for all tasks.

- B. Coordinate with District staff to review maintenance logs of all mechanical equipment in the P&IDs developed in Task 1 and discuss operational needs and reliability issues associated with the mechanical and process equipment of the plant.
- C. Obtain from pump manufacturer and motor manufacture all engineering cut sheets and datasheet of existing pump and motor equipment.
- D. Develop engineering calculations to determine natural frequency of motor and pump combination.
 - 1. Obtain actual natural frequency of each pump and calibrate model.
 - 2. Calculations shall be stamped by a registered Professional Civil or Mechanical Engineer.
- E. Perform Pump Performance Test of each pump.
 - 3. Include vibration readings for each pump and perform a vibration analysis to determine if there are any machine faults that would affect pump reliability.
 - 4. See Exhibit E for additional pump performance and vibration analysis requirements, including 33 12 23.10 Vertical Turbine Pump (VTP) Testing specification and example of approved vibration analysis report of VTP.
- F. Test the surge valve during the pump testing day of the smallest pump to determine if the surge valve operates per P&ID.
- G. Evaluate the pumping plant's de-chlorination system and identify any safety or reliability issues.
- H. Evaluate existing instrumentation, cooling and lubrication systems, HVAC, and any systems in the P&ID and identify safety or reliability issues.
- I. Meet with maintenance to determine if additional valves are needed for pump train maintenance.

Develop a Recommended Project:

- J. Coordinate with the Proposer's electrical engineer for all tasks.
- K. Develop recommendations for new equipment or the rehabilitation of equipment including cost and justification. Obtain quotes from vendors for new equipment or pump rehabilitation and determine construction costs.
- L. If new motors are required, develop vibration calculation for new motors and existing pumps to determine estimated natural frequency. Determine that no natural frequency is within +/- 20% of operating speed. If these criteria are not met, determine ways to modify pump and motor. Calculations shall be stamped by a registered Professional Civil or Mechanical Engineer.
- M. Summarize findings in a Pumps, Valve, HVAC, Chemical Systems, and ancillary Mechanical System Assessment TM including:
 - 1. Design criteria and P&ID of recommended mechanical upgrades.
 - 2. Mechanical plan of new equipment to show equipment will fit.
 - 3. Cost estimates (AACE Class 4), and implementation schedules for the recommended project.

Assumptions:

- Pump and valve testing and will be completed during a two-week period to be coordinated with District staff. Assume one (1) day per pump for pump testing.
- Frequency and vibration study requires specific qualifications as detailed in the Proposer Qualifications.
- District staff will operate all equipment in coordination with Proposer.
- Allow ten (10) workdays for District to review draft documents and five (5) workdays for District to review draft PowerPoint presentations.
- Address District comments in track changes version of draft and provide with final version.
- Four (4) meetings with District to coordinate with Operations and Maintenance and Engineering staff.
- One (1) workshop with District stakeholders after the Draft Pumps, HVAC, and Mechanical System Assessment TM is issued.
- One (1) workshop with District stakeholders after the Draft Pumps, HVAC, and Mechanical System Assessment TM is issued.
- Alternatives analysis should consider how alternatives best meet the project purpose as well as other factors including maintenance and reliability, environmental and community, and capital and operating costs.

Proposer Deliverables:

- Draft and Final Annotated Outline for Pumps, HVAC, and Mechanical System Assessment TM
- Draft Pumps, HVAC, and Mechanical System Assessment TM
- Final Pumps, HVAC, and Mechanical System Assessment TM

Task 5 – Project Management

The Proposer shall provide overall project control of the work under this agreement during the entire period of the contract, including establishment and maintenance of communication with the District Engineer and any subconsultants, subcontractors, and/or permitting agencies. Overall project communications and coordination shall be provided by the Proposer's Project Manager. The Project Manager shall have regular coordination meetings with the District Engineer, as needed.

Key project management scope shall include at a minimum:

- Kickoff meeting
- Project Schedule
- Biweekly progress meetings including budget updates and schedule of deliverables
- Meeting minutes
- Workshop presentation and minutes
- Communication and coordination
- Quality control

Proposer Deliverables:

- Minutes for kickoff meeting, progress meetings, and workshops

Task 6 – Initiate PG&E Feasibility Study (optional)

- A. Coordinate with the District and PG&E to submit an updated Feasibility Study request to evaluate distribution and transmission options and costs to address the power reliability issues.
- B. Respond to follow-up questions and data requests from PG&E.
- C. After completion of this consultant contract the District will be responsible for tracking and following up with PG&E on the Feasibility Study.

Proposer Deliverables:

- Draft PG&E Feasibility Study request
- Final PG&E Feasibility Study request

Task 7 – Consolidate TMs into a Basis of Design Report (BODR) (optional)

- A. Consolidate the TMs from Tasks 1-4 and District-prepared TMs geotechnical site evaluation and flooding hazards in a single BODR.
- B. Summarize the recommended project and develop a consolidated design and construction cost estimate and schedule.

Assumptions:

- District-prepared TMs will be completed by Spring 2027.
- Allow ten (10) workdays for District to review draft documents and five (5) workdays for District to review draft PowerPoint presentations.
- Address District comments in track changes version of draft and provide with final version.
- Two (2) meetings with District to coordinate with Operations and Maintenance and Engineering staff.
- One (1) workshop with District stakeholders after the draft BODR is issued.

Proposer Deliverables:

- Draft and Final Annotated Outline for BODR
- Draft and Final PowerPoint for each workshop
- Draft and Final Minutes for each workshop
- Draft BODR
- Final BODR

Task 8 – Design Support Services (optional)

- A. Provide engineering and technical support to assist with development of design drawings and specifications. This task may include revising design concepts and criteria developed during the pre-design effort, responding to technical questions, reviewing drawings and specifications.

- B. Proposer shall identify a level of effort for these services based on anticipated uncertainties during the pre-design effort.

Proposer Deliverables:

- Written responses, calculations, markups, or other technical information as requested by the District

Task 9 – Additional Meetings and Workshop (optional)

- A. Participate in additional project meetings, workshops, site visits, and coordination sessions beyond those specifically identified in the other tasks. Meetings may involve technical workshops, alternatives evaluations, PG&E coordination, discussions with equipment manufacturers, and technical discussions with District stakeholders.

Assumptions:

- Ten (10) meetings with District staff, PG&E representatives, and equipment manufacturers.
- Two (2) workshops with District stakeholders.

Proposer Deliverables:

- Draft and Final PowerPoint for each workshop
- Draft and Final Minutes for each workshop
- Meeting minutes

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFP Issued	October 1, 2026
Mandatory Site Walk	October 13, 2026, 10 a.m. Meet at trail entrance near 3464 School St. (gate entrance to Lafayette Trail), Lafayette, CA
Last Date for Questions/Clarification	November 4, 2026
Response Due	November 11, 2026 by 4:00 p.m.
Short-listed Consultant Team Interviews	Week of December 7, 2026. Interviews will be virtual
Complete Selection Process	December 11, 2026
Anticipated District Board Approval	March 23, 2027
Anticipated Contract Start Date	March 29, 2027

Anticipated Contract End Date	March 2028
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Note: All dates and times 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. **SITE WALK**

Mandatory site walk will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the Moraga RWPP and 12 KV substation facilities.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in Addenda following the site walk. Site walk meeting details are in the Calendar of Events.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. **RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple 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 will be composed of District staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

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

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

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Project Approach: 1. Confirm, expand and/or detail the tasks outlined in the scope of services of this RFP and provide detailed descriptions of how the Proposer will execute the work to achieve the District's goals. 2. Understanding of the Project: a. Thorough understanding of the purpose and scope of the project. b. Identification of pertinent issues and potential problems related to the project. c. Assessment of alternatives to address the primary voltage drop and reliability issues. d. Understanding of the District's time schedule and flexibility to adjust the timing of field testing as required by the District.
B.	Key Personnel Experience: 1. Project Team Qualifications: a. Meet or exceed the required project management, electrical, mechanical, and technical experience as outlined in the Proposer Qualifications section.

	b. Experience working with PG&E on service for municipal facilities. c. Demonstrated capability on projects of similar size and type. d. Involvement and time commitment of key personnel. Project Team: Proposer should provide an Organizational Chart that illustrates the team structure.
C.	Implementation Plan and Schedule: An evaluation will be made of the Proposer's implementation plan and schedule. Proposer should include dependencies, durations, milestones and deliverable dates.
D.	Level of Effort and Budget: An evaluation will be made of the proposed level of effort in various areas, as to whether it is appropriate to the project needs. The proposals will <u>not</u> be scored taking the lowest cost into consideration.
E.	Presentation and Interview: The proposer will be evaluated based on how well they present their proposal and conduct the interview. The interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response and the presentation given. Invitations for the interview and presentation are only given to shortlisted Proposers.
F.	Contract Equity Program: As described in the guidelines contained in Exhibit A – Contract Equity Program and Proposer Information and Acceptance, points will be given for local businesses, small businesses, and diversity of subconsultants/team members for up to a total of 5 points.
G.	References (See Exhibit A – RFP Response Packet) The score for reference checks may only be used for shortlisted proposals and the score for reference checks is not included in the preliminary short list score.

c. **PRICING**

- Prices quoted shall be firm for the first twelve (12) months of any contract that may be awarded pursuant to this RFP.
- All prices quoted shall be in United States dollars.
- Price quotes shall include any and all payment incentives available to the District.
- Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
- Prevailing Wages: *Not Used*

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail 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 (7) 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 (5) workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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

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

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

E. **INVOICING**

1. Following the District's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District will notify the 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 people are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:
Attn: Alejandro Joaquin, Associate Civil Engineer
EBMUD-Water Distribution Planning Division
E-Mail: Alejandro.Joaquin@ebmud.com
PHONE: (510) 287-0965

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Alejandro Joaquin, Associate Civil Engineer

EBMUD-Water Distribution Planning Division

E-Mail: Alejandro.Joaquin@ebmud.com

PHONE: (510) 287-0965

B. SUBMITTAL OF RFP RESPONSE

1. At this time, no hardcopy proposals will be accepted. Send your RFP response in pdf format prior to the bid due date/time. RFP submittals, in their entirety, shall be emailed to alejandro.joaquin@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 (510) 287-0965 to check receipt of the proposal. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
2. 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.
3. 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.
4. 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.
5. It is understood that the District reserves the right to reject any or all RFP responses.

c. RESPONSE FORMAT

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



EXHIBIT A
RFP RESPONSE PACKET
RFP For 524-26-01

Moraga Raw Water Pumping Plant Rehabilitation and Upgrades Pre-design Services

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 EMPLOYEE FIRST AND LAST NAME	DISTRICT EMPLOYEE FIRST AND LAST NAME	RELATIONSHIP

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

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

Award will be based on qualifications, not cost. See RFP Section III. B for evaluation criteria.



REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. The proposer shall demonstrate that the key personnel meet the Proposer Qualifications. 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 contact telephone number and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
3. **Project Understanding, Approach, and Team Description:** The RFP response shall include a narrative describing the proposer's understanding of the project, project approach, and project team description with an organizational chart. The project approach can include proposals to improve the pre-design work flow while still meeting the project objectives. This section shall not exceed twelve (12) pages in length.
4. **Implementation Plan, Schedule, and Budget:** The RFP response shall include an implementation schedule, and budget. Using the calendar of events as a guide, the plan shall include a schedule to complete the RFP tasks, identify any schedule risks, and indicate how the Proposer plans to mitigate these. Costs for each task with details of cost for key subtasks (e.g. pump vibration and natural frequency testing) shall be provided.
5. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

6. **References:**

- (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. **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. This includes any exceptions and amendments to the District’s General Requirements, General Conditions, or Contract/Agreement Documents included in this RFP.**
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

8. **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 - 524-26-01 Moraga Raw Water Pumping Plant Rehabilitation and Upgrades Pre-design Services

Proposer Name: _____

Proposer must provide a minimum of 2 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 524-26-01 Moraga Raw Water Pumping Plant Rehabilitation and Upgrades Pre-design Services

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. Include any exceptions or amendments to the District’s General Requirements, General Conditions, or Contract/Agreement Documents included in this RFP.

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

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

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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



EXHIBIT B INSURANCE REQUIREMENTS

CONTRACTOR/COMPANY NAME: _____

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

PROPOSERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response

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. Pollution Liability Insurance Coverage (N/A)

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

- A. The insurance requirements set forth above may be satisfied by a combination of primary and excess or umbrella policies. Where excess or umbrella policies are used the following shall apply:**

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

Verification of Excess and/or Umbrella Liability Insurance Coverage

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

Excess/Umbrella Limits: Amount \$ _____

Policy Limit: \$ _____

Policy Number: _____

Policy Period from _____ **to** _____

Insurance Carrier Name: _____

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

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

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

EXHIBIT C

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

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

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

WITNESSETH

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

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

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

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

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

ARTICLE 1 - SCOPE OF WORK

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

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

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

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

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

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

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

ARTICLE 4 - TERMINATION

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

(Optional)

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

ARTICLE 5 -PROJECT MANAGERS

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

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

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

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

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

- 7.2. ***(For construction management support Agreements only – delete if not applicable)***
CONTRACTOR shall perform part of the work at sites where DISTRICT's facilities are to be constructed, and which may contain unknown working conditions and contaminated materials. CONTRACTOR shall be solely responsible for the health and safety of CONTRACTOR's employees. CONTRACTOR shall designate in writing to DISTRICT the field employee who is responsible for the health and safety of its employees. The responsible employee shall have experience and knowledge of all Federal, State and local health and safety regulation requirements. All CONTRACTOR personnel on construction sites shall have received all OSHA required health and safety training.
- 7.3. ***(For construction management support Agreements only - delete if not applicable)***
In the event that any hazardous materials are encountered during the services provided by CONTRACTOR or the work undertaken by construction contractors, DISTRICT shall sign any and all manifests relating to the generation, treatment, disposal or storage of all wastes associated with the work. Additionally, nothing contained in this Agreement shall be construed or interpreted as requiring CONTRACTOR to assume the status of a generator, storer, treater, transporter, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, Section 6901, et seq., or within any state statute of similar effect governing the generation, storage, treatment, transportation, or disposal of wastes.
- 7.4. ***(For construction management support Agreements only - include only if design consultant and CONTRACTOR are not the same – delete if not applicable)***

It is agreed and understood by CONTRACTOR and DISTRICT that the design services have been completed by *(insert design consultant's name)* and therefore,

CONTRACTOR did not undertake any design activity or have design responsibility of the facilities to be constructed prior to execution of this Agreement.

7.5. Insurance Requirements

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

ARTICLE 8 - NOTICES

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

(insert consulting firm's name)

(insert address)

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

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

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

Director of *(Wastewater Department or Engineering and Construction Department)*

P.O. Box 24055

Oakland, CA 94623-1055

Email: (Insert Project Manager's email)

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

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

ARTICLE 9 - MISCELLANEOUS

9.1. This Agreement represents the entire understanding of DISTRICT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained in this Agreement. This Agreement may only be modified by amendment in writing signed by each party.

9.2. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONTRACTOR shall not assign,

transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.

- 9.3. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

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

(For wet signatures:) Multiple copies of this Agreement may be executed by the parties, and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.

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

- 9.5. This Agreement, including but not limited to formation, interpretation, performance, and the rights and obligations of each party, shall be governed by the laws of the State of California without regard to the conflict of laws principles of California. Venue for any dispute arising out of or related to this Agreement, including but not limited to formation, interpretation, and performance, and the rights and obligations of each party, shall be in Alameda County, California.
- 9.6. DISTRICT's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. DISTRICT's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
- 9.7. There shall be no discrimination in the performance of this Agreement, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONTRACTOR shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part. Any violation of this section shall be deemed to be in material breach of this Agreement.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(b), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and

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

CONTRACTOR shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 - TERM

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

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

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

Approved As To Form

By: _____
for the Office of General Counsel

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

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

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

East Bay Municipal Utility District
(insert Project Title)

I. CONTRACTOR SERVICES

CONTRACTOR shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B
COMPENSATION

COMPENSATION

East Bay Municipal Utility District (Project Title)

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

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

2.1. Direct Labor

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

2.2. Indirect Costs

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

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

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

The above items are illustrative, rather than exhaustive.

2.3. Subcontractor Services

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

2.4. Other Direct Costs

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

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

- Rental cars are intermediate or compact class only.

2.5. Budget Amounts

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

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

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

2.6. Billing and Payment

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

accumulated to date shall be paid by DISTRICT upon DISTRICT's acceptance of the final version of all documents specified in ARTICLE 1 - SCOPE OF WORK, paragraph 1.4.")

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

2.7. Budget Status Reports

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

2.8. Prevailing Wages and Other Requirements for Construction Inspection, and Construction Related Work During Design and Preconstruction Phases of Construction - not used

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

EXHIBIT B-1 – Cost Distribution

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

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

* ODCs = Other Direct Costs.

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

*** *Insert hourly rate.*

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

EXHIBIT B-2 – Labor Distribution*

East Bay Municipal Utility District
(Project Title)

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

(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)

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

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

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



EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

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

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

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

CERTIFICATION FOR PARAGRAPH 1:

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

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

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



EXHIBIT E

REFERENCE DOCUMENTS

Prior to reviewing the documents, Proposers are required to sign and submit a non-disclosure agreement. Contact Alejandro Joaquin at alejandro.joaquin@ebmud.com for non-disclosure agreement and further instructions.

1. **6200-G series Moraga Pumping Plant Drawings** - Recorded original and revised drawings for the Moraga RWPP that may not reflect all existing improvements, modifications, or field conditions. The Proposer shall field-verify all equipment, configurations, and relevant site conditions prior to performing any pre-design evaluations, cost estimates, or calculations.
2. **Voltage Flicker Study at Moraga Pumping Plant (2007)** - Response from PG&E to EBMUD's request to identify various options to address motor starting concerns and meet PG&E voltage flicker standard at the Moraga RWPP.
3. **33 12 23.10 Vertical Turbine Pump.Moraga RFQ** - Specification outlining requirement for pump performance test, natural frequency test, and vibration test.
4. **Sample Vibration Report** - example of an approved report documenting tests for pump vibration and natural frequency at an EBMUD facility.



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.

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