EAST BAY MUNICIPAL UTILITY -DISTRICT

REQUEST FOR PROPOSAL (RFP) No. FES 18-03 for

Consultant Services - Mechanical and Electrical Systems Improvements at Occupied Buildings

> **Contact Person: Tim Fuette** Phone Number: (510) 287-1324

E-mail Address: timothy.fuette@ebmud.com

For complete information regarding this project, see RFP posted at https://www.ebmud.com/business-center/requests-proposal-rfps/ or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

RESPONSE DUE

by

4:00 p.m.

on

January 29, 2019

at

EBMUD, Purchasing Division 375 Eleventh St., First Floor Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

Request For Proposal for

Mechanical and Electrical Systems Improvements at Occupied Buildings

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I. STATEMENT OF WORK

A. <u>SCOPE</u>

East Bay Municipal Utility District (District) is seeking consulting services for engineering of mechanical and electrical improvements to occupied buildings. The District intends to award a contract to the Proposer(s) who best meets the District's requirements.

Improvements to mechanical and electrical systems of District buildings in Alameda and Contra Costa County will require consultant resources that are qualified to perform evaluations and design of building systems such as HVAC, electrical power and lighting, fire alarm and suppression, and security. In addition to mechanical and electrical engineering, services may include acoustics engineering, buildings automation engineering, technology engineering and other disciplines as needed to support the implementation of mechanical and electrical improvements. Some work may also be required to support projects at the District's remote facilities in Stockton, Lodi and locations near Valley Springs, CA.

B. PROPOSER QUALIFICATIONS

- 1. Proposer Minimum Qualifications
 - a. Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of providing consulting services for improvements to buildings mechanical and electrical systems for at least ten (10) years.
 - b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. <u>SPECIFIC REQUIREMENTS</u>

1. Perform evaluations, analyses, calculations, condition assessments, design and design support during construction required for implementing improvements to mechanical and electrical systems of District occupied facilities. Prepare technical memoranda and reports describing evaluation findings, conclusions and recommendations. Assist with preparation of permit applications, and attend and/or facilitate meetings with representatives of authorities having jurisdiction to address permit and code requirements. Prepare drawings and specifications of mechanical and electrical systems improvements, following District and CSI standards. Prepare estimates following the District's cost estimating guidelines. Provide project management of Consultant services to establish and monitor scope, budget and schedule of engineering services.

- 2. Depending on the project and on the level of District resources available, consultant services shall include either preparation of complete contract documents ready for bid, or preparation of drawings to be included in design packages prepared by the District.
- 3. Services will be authorized through task orders defining scope, budget, schedule and deliverables. After selection and before commencing work, consultant will prepare written task orders outlining schedule, scope and budget to perform the work requested by the District. Consultant will perform services under a task order only after receipt of District authorization to proceed with the task order. Task orders will include those listed below and task orders performed under optional services as identified during the duration of the consulting services agreement. The agreement is intended to cover improvements to be designed and built between 2019 and 2022.
 - a. Task Order 1 East Area Service Center Electrical and HVAC Improvements

Perform evaluation, design, and design support during construction of electrical and HVAC improvements to the East Area Service Center located at 2551 North Main Street in Walnut Creek. Provide support with obtaining planning and building permits from the City of Walnut Creek, by preparing applications and contacting permitting agencies on the District's behalf. Provide complete contract documents ready for bid, meeting the District's CAD and specification standards. Provide all engineering services required for electrical and mechanical improvements design, including any structural design, acoustical design, fire protection design, waterproofing design, or other design disciplines that may be needed for a complete design package. Evaluation and preliminary design is expected to begin April 2019.

Electrical improvements include replacing a back-up generator, modifying switchgear, and adding minor lighting and power improvements to two small structures. The existing 40kW, 240/120 V back-up generator is to be replaced with an upsized generator to enable the service center to function as an incident command base during a disaster event. To address an outage event occurring in mid-summer, the new back-up generator must be sized to accommodate loads from air-conditioning units.

Improvements to the existing HVAC system are needed to enable air recirculation within the building. The existing system, which operates on outside air intake only, is not energy efficient and draws in excess dust from outdoor yard operations. Refer to Exhibit C for project drawings related to the existing electrical and HVAC systems.

b. Task Order 2- Fleet Maintenance East Facility

Provide plumbing and HVAC systems construction documents for the Fleet Maintenance East (FME) facility located at 2658 North Main Street, Walnut Creek. District staff will provide architectural, electrical, civil, and structural design, and will lead the design and construction management efforts. Design effort is underway and anticipated to be complete by September 2019.

Improvements at the site include the replacement of a portion of the Fleet Building that houses bay nos. 3-5 and the reconfiguration of an administration building. For proposal budgeting purposes, plan on preparing 15 drawings for plumbing and HVAC and providing associated specification sections (including Title 24 calculation), following District standards.

c. Task Order 3 – AMC Administration Building

Provide design and design support during construction for upgrade of the HVAC system in the Adeline Maintenance Center Administration Building at 1100 21st Street in Oakland. Provide support with obtaining planning and building permits from the City of Oakland. Provide complete contract documents ready for bid. Provide all engineering services required for HVAC improvements design, including mechanical, automation and electrical engineering, and any structural design, acoustical design, fire protection design, waterproofing design, or other design disciplines that may be needed for a complete design package. Design is expected to begin in approximately July 2019.

HVAC improvements include replacement of a 115 ton Trane "boxcar" air conditioning unit, replacing pneumatic controls with DDC controls for variable air volume boxes, and replacing the existing boiler. For proposal budgeting purposes, plan on preparing 40 mechanical drawings, 12 electrical drawings, 3 structural drawings (for duct roof openings), and associated specifications sections, following District standards.

d. Task Order 4 – Master Plan Support

Provide consultant services during condition assessment of District buildings and preparation of a master plan of phased improvements. Services may involve fire protection, mechanical, and electrical engineering to evaluate existing building systems and recommend specific improvements. Tasks may include development of assessment criteria and checklists, review of as-built drawings, site visits and evaluation, and documentation of assessment findings. Condition assessment is

anticipated to begin in March 2019. For proposal budgeting purposes allocate 200 hours, 200 hours and 100 hours of effort by senior professionals in mechanical, electrical and fire protection engineering respectively, reporting to a District engineer. Actual level of effort will depend upon District engineering workload and on the number of buildings selected for assessment.

e. Task Order 5 – Work Space Improvements

On an as-requested basis, provide evaluation and design of lighting, power, HVAC and fire protection systems requiring modification as a result of changes to work spaces within District occupied buildings. Services under this task order may occur between April 2019 and July 2021.

Work space modifications are driven by staff additions, staff relocations, ergonomic work space needs, and evolving code requirements. Approximately 5 to 10 office space modifications occur annually typically ranging from \$20,000 up to \$30,000 in cost, and occasionally up to \$300,000 for major staff relocations. Services under this task order are anticipated to be needed when work space modifications requests exceed District resources availability. For proposal budgeting purposes allocate 300, 200, and 80 hours of effort respectively for senior staff in mechanical, electrical and fire protection engineering.

f. Task Order 6 – Technical Advisory Support

Provide technical support as requested to assist District with evaluation and interpretation of code requirements, permit applications, and assessment of project alternatives. In the proposal budget allocate a total of 300 hours of effort of a senior engineer in the areas of mechanical, electrical, or fire protection engineering.

g. Task Order 7 – Project Management

Provide project management of consultant services including drafting of task orders, monitoring budget and schedule, coordinating the work of consultant staff and sub-consultants, and preparation of invoices and associated progress statements.

h. Optional Services

Prepare task order scopes and budgets for optional services requested by District. Perform task order work only after receipt of notice to proceed from the District. For optional services, allocate 400 hours of senior professional engineering staff time in the proposal.

Levels of effort noted in the above task order descriptions are subject to adjustment during development of the final agreement for consultant services.

D. <u>DELIVERABLES / REPORTS</u>

1. Except for Task Order No. 1, deliverables will be defined in approved task orders. Deliverables will include technical memoranda, reports, contract drawings and specifications, and construction phase work products. During construction, deliverables may consist of RFI responses, submittal review comments, and change order designs. For Task Order No. 1, provide deliverables specified below. For other task orders that involve preparation of drawings and specifications, deliverables will be similar to that shown below for Task Order No. 1, and defined in the task order.

2. Task Order 1 Deliverables

- a. Prepare a preliminary design report, containing technical memoranda presenting the results of evaluation of electrical and HVAC systems. The preliminary (15 to 20%) design report shall include a description of recommended improvements, design criteria, equipment sizing and selection, a listing of drawings and specifications, a budget estimate, and a design and construction timeline. The report shall contain site drawings, equipment layout drawings, one-line diagrams, and other drawings as needed to establish a basis for preparing the final design. Submit three hard copies and electronic copies of a draft report in Word and PDF formats for District review. Review District comments (provided in "track changes") and address comments as required to produce final report. Provide three hard copies and electronic copies of final report in Word and PDF formats. The intent of the report is to establish the basis for preparation of final construction contract drawings and specifications.
- b. Prepare final contract drawings and specifications, complete and ready for District review prior to bid. Besides District review, this set of contract documents will also be used for permitting and plan checking by the City of Walnut Creek. The District will provide Division 00 and 01 specifications, and will coordinate with the Consultant to obtain input for selected sections and to ensure compatibility with the technical specification sections. The Consultant shall prepare a specification section of construction constraints identifying outage limits of existing HVAC and electrical systems intended to minimize impacts on occupants during construction. Constraints may be related to working outside of normal business hours or during specific seasonal windows. Submit three hard copies of half-size (11"x17") drawings and electronic copies in MicroStation or AutoCAD format and PDF. Follow District CAD drafting

guidelines and line weights. Submit three hard copies of technical specifications and electronic copies in Word and PDF. Specifications shall be in Construction Specifications Institute format. The District will review the documents and provide comments. Specifications comments will be provided in "track changes" in Word. Drawings comments will be provided either in table format, or as mark-ups on PDF drawings.

- c. Prepare Issue for Bid (IFB) set of contract documents that incorporates revisions to address District review comments. Provide electronic copies of drawings in MicroStation or AutoCAD format and PDF. Provide electronic copies of specifications in Word and PDF. The District will prepare the cover sheets of drawings and specifications, and will print IFB sets of contract documents for bidders.
- d. Between the preliminary design report and the submittal of final contract documents, the Consultant shall provide informal submittals of drawings or specifications as required for coordination, discussion and problem resolution with the District.
- e. At the time of submittal of final contract drawings and specifications, provide a construction cost estimate, including a 15% contingency, in Excel format.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION		
RFP Issued	December 21, 2018		
	January 10, 2019 at at: 2658 North Main Street		
Site Walk	10:00a.m.	Walnut Creek, CA 94597	
Receive Proposal	As specified on cover sheet		
Interview (optional)	February 11, 2019		
Consultant Selection	February 14, 2019		
EBMUD Board Approval	March 2019		
Anticipated Contract Start			
Date	April 2019		

Note: All Dates are subject to change.

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. <u>SITE WALK/ PROPOSAL CONFERENCE</u>

Optional site walk/proposal conference will be held to:

- 1. Allow the District to discuss the scope of projects and services.
- 2. Provide Proposers an opportunity to view a site, etc. necessary to respond to this RFP.
- 3. Provide an opportunity for Proposers to ask specific questions and request RFP clarifications.
- 4. Provide the District with an opportunity to receive feedback regarding the RFP.

All questions deemed by the District to require a change to the RFP will be addressed in addenda following the site walk/proposal conference.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

- 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 bidder 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 bids have been opened.

B. EVALUATION CRITERIA/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. 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.

Use our standard terminology The Evaluation Criteria are as follows:

	Evaluation Criteria
Α.	Firm(s) Experience: The evaluation will consider the type of projects completed and compare the extent of experience of Proposers.
В.	Firm(s) Resources: The evaluation will assess the quantity, qualifications and experience of personnel available to be assigned to this project.
C.	Approach: The proposed approach to providing services will be evaluated, including approach to project management and coordination for assigning professional staff and managing budgets and invoicing, and technical approach to performing the work under Task Order No. 1.
D.	Oral Interview (optional): The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response
E.	Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity or a disabled veteran business enterprise, as described in the guidelines contained in Exhibit A-Contract Equity Program, and they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.

C. AGREEMENT TERMS AND INSURANCE REQUIREMENTS

Refer to Exhibit B for District agreement terms, conditions and insurance requirements that selected consultant will be required to comply with.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a proposal. 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.

Bid 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 bid, 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 or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, 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 day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid 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 business days from the date of receipt of the requesting organization's determination on the protest.

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 bid 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.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

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

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Tim Fuette, Associate Civil Engineer

EBMUD- Facilities Engineering Section/ Engineering Services Division

E-Mail: timothy.fuette@ebmud.com

PHONE: 510-287-1324

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

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

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.

- 2. RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").
- 3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.

4. RFP responses are to be addressed/delivered as follows:

Mailed:

Kelley K. Smith, Manager of Purchasing
East Bay Municipal Utility District
Mechanical and Electrical Systems Improvements at Occupied Buildings
EBMUD-Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:
Kelley K. Smith, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Mechanical and Electrical Systems Improvements at Occupied Buildings
EBMUD—Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

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

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the "Required Documentation and Submittals" section of Exhibit A), all with original ink signatures. Submit two (2) additional hardcopies.

Proposers <u>must</u> also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an <u>exact</u> copy of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the "Required Documentation and Submittals" section of Exhibit A.

- 6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
- 7. 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.
- 8. 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.
- 9. 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.
- It is understood that the District reserves the right to reject any or all RFP responses.
- 11. Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise recreated version of these documents or any other District-provided document.
- 12. 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 MECHANICAL AND ELECTRICAL SYSTEMS IMPROVEMENTS AT OCCUPIED BUILDINGS

To:	The EAST BAY MUNICIPAL UTILITY District ("District")
From:	
	(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION V- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, THREE (3) COPIES, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
 - 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 <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE <u>MUST</u> 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.
- BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE.



PROPOSER INFORMATION AND ACCEPTANCE

- 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 u	indersigned acknowledges <u>ØNE</u> of t	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 Equa 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.						
	and n	b box is checked it will be assumed to none will be given. For additional info to the Contract Equity Program and e referenced hyperlink.	formation on SBE/D\	VBE Proposal preference please				
Officia	al Nam	e of Proposer (exactly as it appears	s on Proposer's corpo	orate seal and invoice):				
Street	t Addre	ess Line 1:						
Street	t Addre	ess Line 2:	_					
City: _			_ State:	Zip Code:				
Webp	age: _							
Туре	of Enti	ty / Organizational Structure (check	cone):					
		Corporation	Joint Ven	ture				

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	on Number:	
Primary Contact Information:		
Name / Title:		
Telephone Number:	Fax Number:	
E-mail Address:		
Street Address Line 1:		
City: Si	rate: Zip Code:	
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 <u>not</u> include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the Professional Service Provider, if licensed to collect, or otherwise directly to the State.

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

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Unit costs for drawings provided below shall include all related costs including, but not limited to, preparation of applicable specifications. Under "Estimated Quantity" insert the quantity where not already shown.



Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost		
Task Order No. 1 – East Area Service Center						
Principal in Charge	hour		\$	\$		
Project Manager	hour		\$	\$		
Mechanical Engineer	hour		\$	\$		
Electrical Engineer	hour		\$	\$		
Fire Protection Engineer	hour		\$	\$		
Other	hour		\$	\$		
subtotal	hour			\$		
Task Order No. 2 - Fleet Maintenand	ce East					
Mechanical (HVAC/Plumbing)	drawing	15	\$	\$		
subtotal	drawing	15		\$		
Task Order No. 3 - Adeline Maintena	ance Center	Administrati	on Building			
Mechanical	drawing	40	\$	\$		
Electrical	drawing	12	\$	\$		
Structural	drawing	3	\$	\$		
subtotal	drawing	55		\$		
Task Order No. 4 -Master Plan Supp	ort					
Senior Mechanical	hour	200	\$	\$		
Senior Electrical	hour	200	\$	\$		
Senior Fire Protection	hour	100	\$	\$		
subtotal	hour	500		\$		
Task Order No. 5 -Work Space Impro	ovements					
Senior Mechanical	hour	300	\$	\$		
Senior Electrical	hour	200	\$	\$		
Senior Fire Protection	hour	80	\$	\$		
subtotal	hour	580		\$		



Task Order No. 6 -Technical Advisory Support					
Senior Engineer	\$				
Task Order No. 7 - Project Managem	ent				
Project Management hour \$ \$					
Optional Services					
Senior Engineer	hour	400	\$	\$	
			TOTAL COST	\$	



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. <u>Letter of Transmittal</u>: 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 two (2) pages in length.
- 2. <u>Firm Qualifications</u>: RFP response shall include a description of the firm's qualifications, experience, and expertise in providing services on similar projects and the quantity of available resources within the firm and any sub-consultant firms.
- 3. <u>Key Personnel</u>: RFP response shall include a complete list of all key personnel associated with the RFP. Include personnel proposed for the work under Task Order No. 1 and personnel available that will or may be assigned to the work under the remaining task orders, depending upon the actual start dates of the work under the task orders. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number, fax number, and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits
- 4. <u>Approach</u>: RFP response shall describe the proposed approach to providing services required. The description shall address project management approach (staffing management, coordination among engineering disciplines, budget monitoring and invoice management), and technical approach to performing the work under Task Order No. 1.
- 5. <u>Sustainability Statement:</u> 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. <u>Exceptions, Clarifications, Amendments</u>:

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

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 Mechanical and Electrical Systems Improvements at Occupied Buildings

Proposer Name:					
Proposer must provide a minimum of three 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:					
1					
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:					



Proposer Name:

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP for Mechanical and Electrical Systems Improvements at Occupied Buildings

	nse disquali eference t		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 bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link: Contract Equity Program Guidelines and Forms

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

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



EXHIBIT B STANDARD CONSULTING AGREEMENT

CONSULTING AGREEMENT FOR EAST BAY MUNICIPAL UTILITY DISTRICT

Mechanical and Electrical Systems Improvements at Occupied Buildings
Design and Services during Construction

THIS Agreement is made and entered into this ______ day of (month), 201_, by and between EAST BAY MUNICIPAL UTILITY DISTRICT, a public entity, hereinafter called "DISTRICT," and (CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity [corporation, etc.]), hereinafter called "CONSULTANT."

WITNESSETH

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

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

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

WHEREAS, DISTRICT	Board of Directo	rs has authorized th	e contract by	Motion
Number	;			

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 CONSULTANT's work products shall be completed and submitted in accordance with DISTRICT's standards specified, and according to the schedule listed, in Exhibit A. The completion dates specified herein may be modified by mutual agreement between DISTRICT and CONSULTANT provided that DISTRICT's Project Manager notifies CONSULTANT of modified completion dates by letter. CONSULTANT agrees to diligently perform the services to be provided under this Agreement. In the performance of this Agreement, time is of the essence.

- 1.3 It is understood and agreed that CONSULTANT has the professional skills necessary to perform the work agreed to be performed under this Agreement, that DISTRICT relies upon the professional skills of CONSULTANT to do and perform CONSULTANT's work in a skillful and professional manner, and CONSULTANT thus agrees to so perform the work. CONSULTANT represents that it has all the necessary licenses to perform the work and shall maintain them during the term of this Agreement. CONSULTANT agrees that the work performed under this Agreement shall follow practices usual and customary to the (*state type for example "engineering"*) profession and that CONSULTANT is the engineer in responsible charge of the work for all activities performed under this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from such professional responsibility for the work performed.
- 1.4 CONSULTANT agrees to maintain in confidence and not disclose to any person or entity, without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 1.5 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.
- 1.6 CONSULTANT is an independent contractor and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT.
- 1.7 CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work.
- 1.8 It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- 1.9 If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction,

supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.

1.10 It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

ARTICLE 2 - COMPENSATION

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

ARTICLE 3 - NOTICE TO PROCEED

3.1 This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will authorize the Contracted Services described in Exhibit A with ceiling prices described in ARTICLE 2 – COMPENSATION. No work shall commence until the Notice to Proceed is issued.

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

ARTICLE 4 - TERMINATION

- 4.1 This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.
- 4.2 If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, photographs, computer software, videotapes, and other materials provided to CONSULTANT or prepared by CONSULTANT for DISTRICT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination, shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination of the Agreement and CONSULTANT shall be entitled to no other compensation or damages and expressly waives same. Termination under this Article 4 shall not relieve CONSULTANT of any warranty obligations or the obligations under Articles 1.4 and 7.1.
- 4.3 This Agreement may be terminated by CONSULTANT upon 10 days written notice to DISTRICT only in the event of substantial failure by DISTRICT to fulfill its obligations under this Agreement through no fault of the CONSULTANT.
- 4.4 If this Agreement is terminated, payment of the Professional Fee shall be in proportion to the percentage of work that DISTRICT judges satisfactorily performed up to the effective date of termination. The Professional Fee shall be prorated based upon a ratio of the actual Direct Labor and Indirect Costs expended to date divided by the Cost Ceiling.

ARTICLE 5 - PROJECT MANAGERS

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

CONSULTANT designated personnel or subconsultant shall be subject to approval by the DISTRICT Project Manager.

ARTICLE 6 - CONTRACT EQUITY PROGRAM COMPLIANCE

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

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 Indemnification

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

7.2 Insurance Requirements

CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this ARTICLE, and shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms provided by DISTRICT.

Certificate of General and Auto Liability Insurance 8-11.doc Certification of Professional Liability Ins.doc Certification of Workers Comp Insurance 3-26-10.doc

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

7.3 <u>Workers Compensation Insurance</u>

CONSULTANT shall take out and maintain during the life of the Agreement, <u>Workers Compensation Insurance</u>, for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation Insurance.

7.4 Commercial General Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement <u>Automobile and General Liability Insurance</u> that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

The amounts of insurance coverages shall not be less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies):

- 1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.
- 2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
- 3. The policy(ies) cover(s) contractual liability.
- 4. The policy(ies) is/are written on an occurrence basis.
- 5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
- 6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
- 7. The policy(ies) cover(s) products and completed operations.

- 8. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
- 9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

7.8 Professional Liability Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$1,000,000 of liability coverage. A deductible may be acceptable upon approval of the DISTRICT. The policy shall provide 30 days advance written notice to DISTRICT for cancellation or reduction in coverage.

ARTICLE 8 - NOTICES

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

(consulting firm's name) (address)

Attention: (contact, usually the consultant's project manager),

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

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

Director of Engineering and Construction Department P.O. Box 24055 Oakland, CA 94623-1055

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

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

ARTICLE 9 - MISCELLANEOUS

- 9.1 This Agreement represents the entire understanding of DISTRICT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by amendment in writing signed by each party.
- 9.2 This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and CONSULTANT shall not assign, transfer or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of DISTRICT.
- 9.3 Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 9.4 Multiple copies of this Agreement may be executed by the parties and the parties agree that the Agreement on file at the DISTRICT is the version of the Agreement that shall take precedence should any differences exist among counterparts of the Agreement.
- 9.5 This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- 9.6 The 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. The 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 contract, against any Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime 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.

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

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

ARTICLE 10 – TERM

Rev. 7/10/18

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

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By:		Date	
(Nan	me),		
(Inse	sert title - Director of Engineering and Construction		
Approved	l As To Form		
Ву:			
for th	the Office of the General Counsel		
(CONSUL	LTING FIRM'S NAME, ALL CAPS & BOLD)		
Ву:		Date	
(Nan	me),		
(Title	le)		

EXHIBIT A

East Bay Municipal Utility District Mechanical and Electrical Systems Improvements at Occupied Buildings Design and Services during Construction

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

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

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates)

EXHIBIT B

East Bay Municipal Utility District Mechanical and Electrical Systems Improvements at Occupied Buildings Design and Services during Construction

COMPENSATION

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

- DISTRICT shall pay CONSULTANT only the actual costs incurred, subject to the agreed
 cost ceiling. CONSULTANT certifies that the cost and pricing information used herein are
 complete, current and accurate. CONSULTANT acknowledges that it will expend public
 funds and hereby agrees to use every appropriate method to contain its fees and minimize
 costs under this Agreement.
- 2. Compensation for CONSULTANT services authorized shall be on a cost reimbursement basis and include Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and a Professional Fee. 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 actual hourly rate for such employee's labor. Hours worked shall be rounded-up to the nearest quarter-hour (0.25) increment. Labor costs for principals shall be based upon the actual hourly rate of pay for those individuals. Labor rates shall be based on a normal 8-hour day, 40-hour week. DISTRICT will pay all personnel at their regular rate including any work performed on overtime or on holidays or weekends.

2.2 Indirect Costs

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

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

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations with DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to

- charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage, overnight delivery, or messenger delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

2.3 Subconsultant Services

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

2.4. Other Direct Costs

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

- 2.4.1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel <u>outside</u> of the 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 Professional Fee

As a portion of the total compensation to be paid to CONSULTANT, DISTRICT shall pay the Professional Fee, subject to the agreed Professional Fee Ceiling of \$(dollars) as specified in Exhibit B-1, as profit for services rendered by CONSULTANT covered by this Agreement. CONSULTANT shall earn the Professional Fee based on a (insert rate) percent markup of CONSULTANT's Direct Labor and Indirect Costs billed and approved.

2.6 Budget Amounts

	Contracted Services	Optional <u>Services</u>	Maximum Services*
Cost Ceiling	\$(dollars)	\$(dollars)	\$(dollars)
Professional Fee Ceiling	(dollars)	(dollars)	(dollars)
Agreement Ceiling	(dollars)	(dollars)	(dollars)

The Cost Ceiling shown above is based upon the cost estimate and labor hours attached hereto as Exhibit B-1 and Exhibit B-2. Costs described above, comprising Direct Labor, Indirect Costs, Subconsultant Services, Other Direct Costs, and Professional Fee, shall be payable up to the Agreement Ceiling as specified herein.

2.7 Billing and Payment

CONSULTANT shall invoice DISTRICT monthly for the actual costs incurred and a prorated Professional Fee for work performed during the previous month. Actual costs shall include Direct Labor, Indirect Costs, Subconsultant Services, and Other Direct Costs as specified herein. Actual costs shall be invoiced by task as described in Exhibit A. 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 (.25) on each date services were performed and by whom. Supporting documentation for the invoice shall be organized to clearly identify the task charged and shall be supported by such copies of invoices, payroll records, and other documents as may be required by DISTRICT to authenticate invoiced costs. Copies of all invoices from any subconsultant(s) and outside service(s) shall be attached. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, (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 1.6.")

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

2.8 Budget Status Reports

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

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

EXHIBIT B-1

East Bay Municipal Utility District Mechanical and Electrical Systems Improvements at Occupied Buildings Design and Services during Construction

COST DISTRIBUTION

			Consult	ant				Sı	ubcons	sultants				
		Direct	Labor					Sub. #1			Sub. #2			
	Project	Project					Project	Assist.		Project	Assist.	Pr	ofes-	
	Manager	Engineer	Drafting		Indirect	-	Eng.	Eng.	Total	Eng.	Eng	Total si	onal	Total
Salary Rate (\$/hr.) Services	_(****)	(****)	(****) <u>T</u>	<u>'otal</u>	Costs	ODCs*	(****)	(****)	Cost	(****)	_	Cost Fe	<u>ee**</u>	Cost
I. Contracted Services														
Task 1.1: Task 1.2: Task 2.1:														
Subtotal I.						((***)	**) (**	*) (**	·*) (***	(***)		
II. Optional Services														
Task 3:														
Task 4:														
Subtotal II.							(***)	(***)	(***)	(***)	(***)	´***)		
TOTAL Agreement (T	Total of Su	ubtotals I.	& II.)				` /	` /	` /	` /	` / '			

^{*} ODCs = Other Direct Costs.

^{**} Professional Fee on consultant Direct Labor& Indirect Costs only. Should not include prime consultant markup on subconsultants.

^{***} Amount includes prime consultant markup on subconsultant.

^{****} Insert salary rate

(Note: this table is prepared by the consultant after selection. The following is provided to show format.) EXHIBIT B-2

East Bay Municipal Utility District Mechanical and Electrical Systems Improvements at Occupied Buildings Design and Services during Construction

LABOR DISTRIBUTION

				Subcon	sultants						
						Sub. #	! 1		Sub. #	2	
	Project	Project			Project			Project	Assist		
	<u>Manager</u>	<u>Engineer</u>	Drafting	Subtotal	Eng.		Subtotal	Eng.	<u>Eng</u>	Subtotal	<u>Total</u>
Services(*)											
I. Contracted Services											
Task 1.1: Task 1.2: Task 2.1: Task 2.2: Subtotal											
II. Optional Services											
Task 3: Task 4: Subtotal											

TOTAL

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

EXHIBIT C

East Bay Municipal Utility District Mechanical and Electrical Systems Improvements at Occupied Buildings Design and Services during Construction

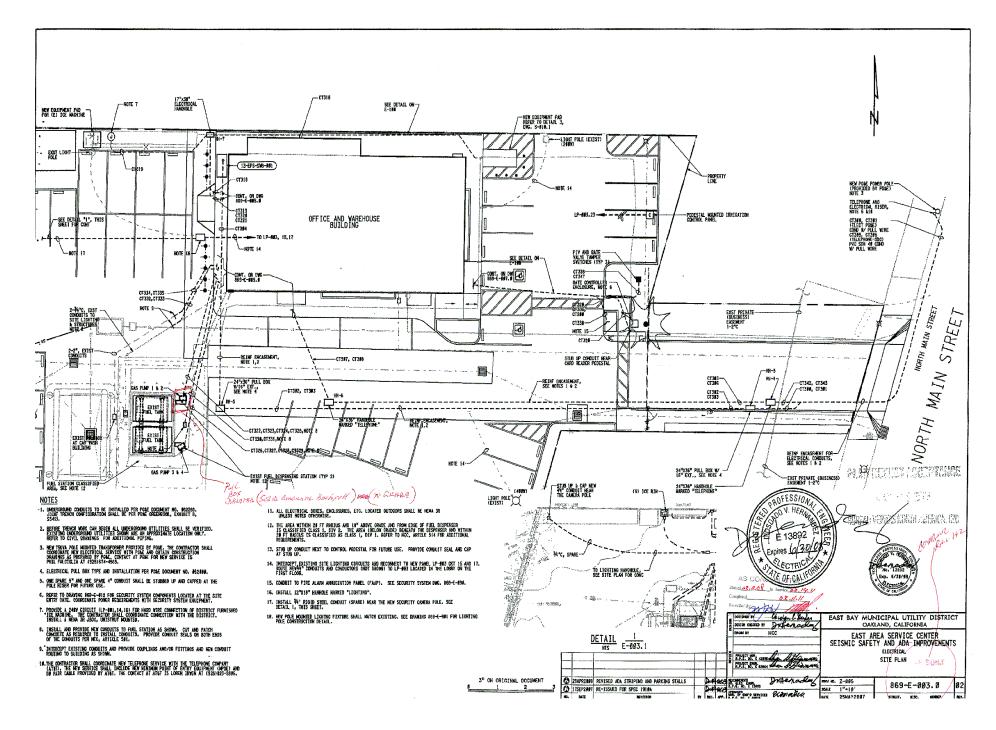
CEP COMPLIANCE

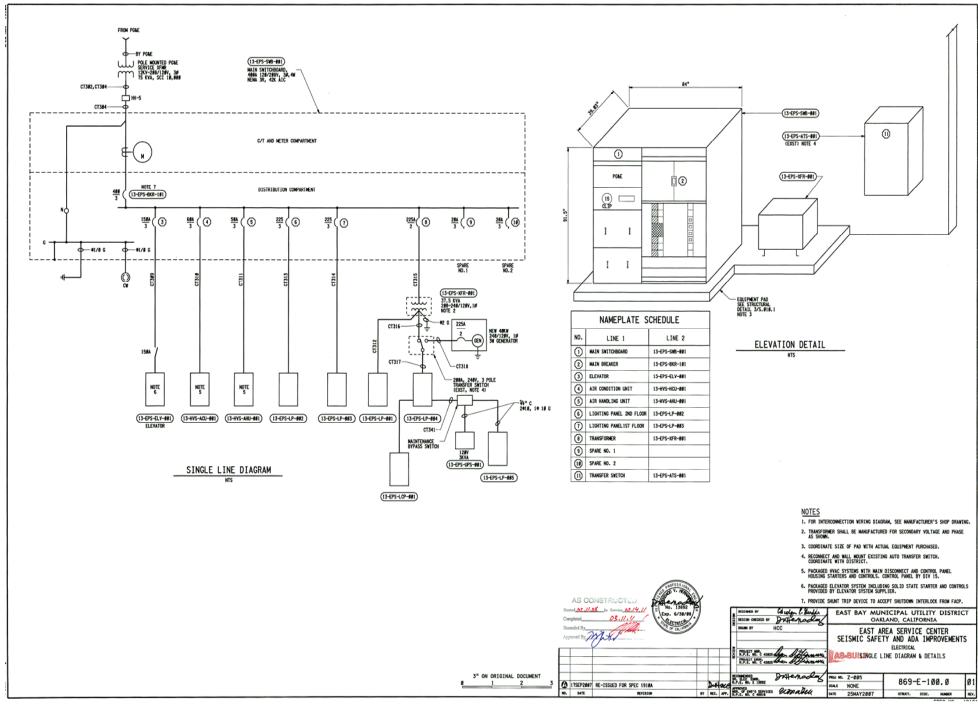
FIRMS UTILIZED			MINIMUM AMOUNT*		MINIMUM PERCENT**
(Name of Subconsultant's fi	irm)		\$(dollars)		(1 to 99)
(Name of Subconsultant's fi	irm)		\$(dollars)		(1 to 99)
ТО	TAL	\$(dollars)		(1 to 99)	

^{*} Does not include consultant's markup.

^{**} Based on a Maximum Services Agreement Ceiling amount of \$(dollars).

EXHIBIT C EAST AREA SERVICE CENTER DRAWINGS





PANEL: 13-EPS-LP-001				120/24	DV, 1P)	USE-3	WIRE		SURFACE MOUN
MAIN BREAKER: 225A				BUS A	MPACE	Y;	225A		LOCATION: FIRST FLOOR
AIC RATING:				100% (Copper (Ground I	Bus		
DESCRIPTION	AMP/	Ckt.	L	OAD/PI	ASE (V	(A)	Ckt.	AMP/	DESCRIPTION
	POLES	No.	A	8	Α	В	No.	POLES	
RESTROOM FAN EF-110	2011	1	698	1949	600		. 2	20/1"	REFRIGERATOR
SPARE	20/1	3	Mile		ESS	800	4	20/1*	HOT TAP WATER DISPENSE
HVAC CONTROL PANEL	20/1	5	150	XX.	840			20/1	VENDING MACHINE
SPARE	20/1	7	023		62	960	8	20/1*	COFFEE ROOM RECEPT
SECURITY FLOOD LIGHT	20/1	9	400			NO.	10	20/1	SPARE
STEAM CLEANER	45/11	11	建筑	4320			12	20r1	SPARE
SPARE	20/1	13			1140		14	20/2"	ICE MACHINE
PORTABLE WELDER	30/2	15	200	2500		1140	16	20/2"	ICE MACHINE
PORTABLE WELDER	30/2	17	2500			10.3	18	20/1	SPARE
AIR COMPRESSOR	25/2	19		2000	1053	588	20	20/2	ROLLUP DOOR
AIR COMPRESSOR	25/2	21	2000		588	352	22	20/2	ROLLUP DOOR
SPARE	20/1	23	88			150	24	20/1*	DRINKING FOUNTAIN
RECEPT - WAREHOUSE	20/2	25	200	3	200	快点	26	20/1	ELEVATOR CAB LIGHTING
RECEPT - WAREHOUSE	20/2	27		200			28	20/1	SPARE
SPARE	29/1	29				WEE!	30	20(1	SPARE
SPARE	20/1	31	545				32	20/1	SPARE
SPACE		33					34		SPACE
SPACE		35			922		36		SPACE
SPACE		37		10.5		200	38		SPACE
SPACE		39			J.ETE		40		SPACE
SPACE		41	RH	SCHOOL		DOT:	42		SPACE
SUBTOTAL (VA)			5946	9020	3368	3638	-		
TOTAL ALL PHASES (VA)			9314	12658					
PANELBOARD VA TOTAL			21972						
KOTES:			37 60		-				
Indicates GFI Breaker									

PANEL: 13-EPS-LP-002					120/201	IV, 3PHA	延4W	E			SURFACE MOUNTE
MAIN BREAKER: 225A					BUS AM	PACITY		225A			LOCATION: SECOND FLOOR
AIC RATING: SOLAIC					100% 0	Copper Co	ound Bo				
DESCRIPTION	PRIMA	CHL		- (CADIP	MSE (WA)		CM	MPI	DESCRIPTION
	POLES	No.	A	8	c	A	8	0	No.	*POLES	
LIGHTING - SECOND FLR	20/1	1	498		1.	1260			2	20/1	RECEPT - STOR, HALL, CLST
LIGHTING - SECOND FLR	20/1	3		854			1260		4	20/1	RECEPT - SECOND FLR
TANKLESS WIR HTR	20/1	5		14.1	250	14.5	7.	864	6	20/1	MEN RSTRM - BF-210
EF-110	20/1	7	696			896			8	29/1	WOM RSTRM - EF-220
BOILER CONTROL	20/1	9		300			1176		10	20/1	ELECISEC CLST - EF-230
		11	Ш		900			1320	12	20/1	LTG-2HD FLR BATT RACKS
BOILER PUMP	20/3P	13	900						14	20/1	SPARE
		15	1.7	900				al pay	16	20/1	SPARE
SPARE	20/1	17	177						18	20/1	SPARE
SPAPE	20/1	19							20	20/1	SPARE
SPARE	20/1	21							22	20/1	SPARE
SPARE	20/1P	23	4				•		24	2011	SPARE
SPACE		25			- 1				26		SPACE
SPACE		27							28	-	SPACE
SPACE		29	100				71		30		SPACE
SUBTOTAL (VA)		-	2004	2054	1150	1956	2436	2184			
TOTAL ALL PHASES (VA)			4050	4490	3334						
PANELBOARD VA TOTAL			11874								
NOTES:				-							
Indicates GFI Breaker											

			FIXTURE SCHEDULE	
ITEM	LOCATION ROOM	HANUFACTURER	CATALOG NUMBER	LAMP WATTAGE
A	PRIVATE OFFICES	PRUDENTIAL.	PRU-9-P-2TSHO-88'-THW-W-DC-128-CA48-XI, OR EQUAL	(2) 54-WATT T5H0/4
A-EN		PRUDENTIAL.	PRU-9-P-2TSHO-84'-THY-N-DC-128-CA48-XI-EM, OR EDUAL	(2) 54-WATT T5H0/4"
В	OPEN OFFICES	PRUDENTIAL.	PRU-9-P-1TSHO-R32'-TMY-W-SC-128-CA48-XI, OR EDUM.	(1) 54-WATT TSHO/4"
B-EX	OPEN OFFICES	PRUDENTIAL.	PRU-9-P-1TSHO-R4'-TMN-W-SC-128-CA48-XI-EML, OR EQUAL	(1) 54-WATT T5H0/4"
B1	OPEN OFFICES	PRUDENTIAL.	WAL-8-P4-1TSHO-R321-THM-SC-128-HM, OR EQUAL	(1) 54-WATT TSHO/4"
81-EX	OPEN OFFICES	PRUDENTIAL.	WAL-8-P4-1TSHO-R4'-THN-SC-128-WH-ENL, OR EDUAL	(1) 54-WATT T5H0/4"
C	HALLWAY/STAIRS	DELRAY	Y6118.A391E, OR EQUAL	(1) 18-WATT OF
C-EM		DELRAY	V6118.A391E-EN, OR EQUAL	(1) 18-WATT CF
D	VESTIBLLE	WILA	126-12-128-SA-CFP6, OR EQUAL	(1) 19-WATT CF
	VESTIBLLE	XIII -	LIZE-12-121-SA-CEPE-FLK, OR EQUAL	(I) 18-MATLOF
E	MOETING ROOM/ALCOVE	PRIDENTIAL.	YOL-18-05 18Y-TM-128-M	1(2) JB-WATT CE
F	HEET THIS HOOM	DELRAT	V6118.ASS. JE-DI, OR EQUIL	TIT IB-TATE CE
G	MEETING ROOM/SOFFIT	DELRAY	W6118.A38.1E, OR EQUAL	(1) 18-WATT CF
Н	MEETING ROOM/MAIN	PRUDENTIAL	CLP-2-22-28X4FW-TMY-P-128-XI, OR EQUAL	(2) 49-WATT CF
H-EN	1	PRUDENTIAL.	CUP-2-22-28X48Y-THY-P-128-XI-ENL, OR EQUIL	(2) 49-WATT CF
I	2MD FLOOR VANITY LIGHTS	PRIDENTIAL	WAL-14-P-ITSHO-68'-TIM-SC-128-MM, OR EQUAL	(1) 54-WATT TSHO/4"
I-EM	1ST FLOOR RESTROOMS	PRUDENTIAL.	WAL-14-P-ITSHO-84'-TIM-SC-128-MH-ENL, OR EQUAL	(1) 54-WATT TSHO/4"
J	WAREHOUSE	PRUDENTIAL	P-T5-WG-ITSHO-R16'-BNE-128, OR EQUAL	(1) 54-WATT TSHO/4"
J-EM	WAREHOUSE	PRIDENTIAL	P-T5-NG-1T9HO-R4'-BNE-128-EHL, OR EQUAL	(1) 54-WATT T5H0/4"
K	JANITOR/NECH/UTILITY	PRUDENTI/AL	P-TS-STD-1TSHO-64'-BNE-128, OR EQUAL	(1) 54-WATT 7590/4"
K-EN	UTILITY/ELECTRICAL	PRUDENTIAL	P-T5-STD-ITSHO-84'-BNE-128-ENL, OR EQUAL	(1) 54-WATT TSH0/4"
м	EXTERIOR ENTRY	PRISMA	072177. OR EQUAL	
N	STAIRS	COTHAM		(1) 26-WATT CF
	SHOWERS	LITHORIA	CNST-A-PC, OR EQUAL	(1) 5PY
P	LOCKER ROOMS	LITHONIA	LPSF 18TRT 128 GLD1, OR EGUAL	(1) 18-WATT CF
	LOCKER ROOMS	LITHONIA	AW 2 32 128 GEB18, OR EQUAL	(2) 32-WATT TB/4'
0	OPEN OFFICES	SOLATINE	AV 2 32 120 CEB10 EL, OR EQUAL	(2) 32-WATT T8/4"
R	LOCKER ROOMS		SOLAMASTER SERIES 21, OR EQUAL	HOME
	CLOSET	SOLATUBE	BRIGHTEN UP SERIES 14, OR EQUAL	HOME
- U	OFFICE	LITHONIA	YGRI-2/13 DTT-128 DWHG , OR EQUAL	(2) 13-WATT
	EXITS	LITHOHIA	2 PHG, HGB 3 32 19LD GEB 101 5	(3) 32-WATT
		LITHONIA	LRP 1 GC 128/277, OR EQUIAL	LED
XD (*)			LRP 2 CMR 128/177, OR EQUAL	LED
	EXITS - WAREHOUSE		LON S W 1 R 128/277; ELA US24, OR EQUAL	LEO
Z	EXTERIOR LIGHTING	LITHONIA	ASITMABACROOB, OR EQUAL	(1) 78-WATT, MET, HAL

- EM EMERGENCY SECTIONS AS INDICATED ON DRAWING E-884 AND E-885.
- (*) DIRECTIONAL INDICATORS AS INDICATED ON DRAWING E-884 AND E-885.

PLAN CEVER ACCEPTANCE

C33 85 YAN

BURGAU VENDAS ROBUR ZUETREZU ETC



29APR2889 ADDED LIGHTING FIXTURE

1 ITSEP2887 RE-ISSUED FOR SPEC 1918A

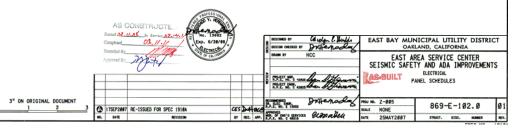
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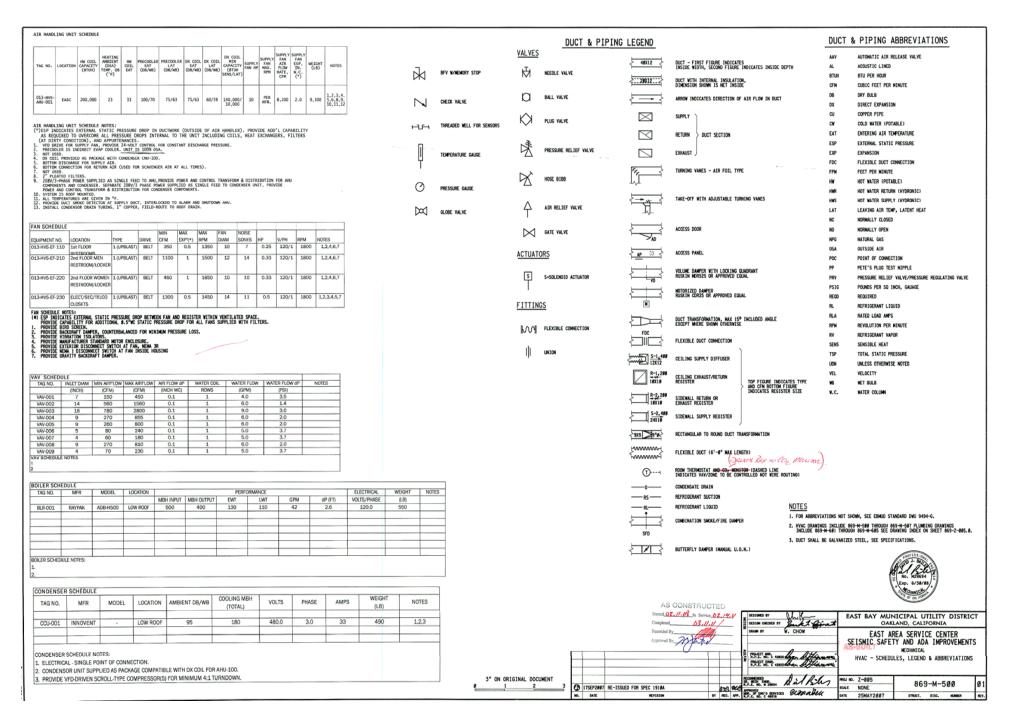
Exhibit C

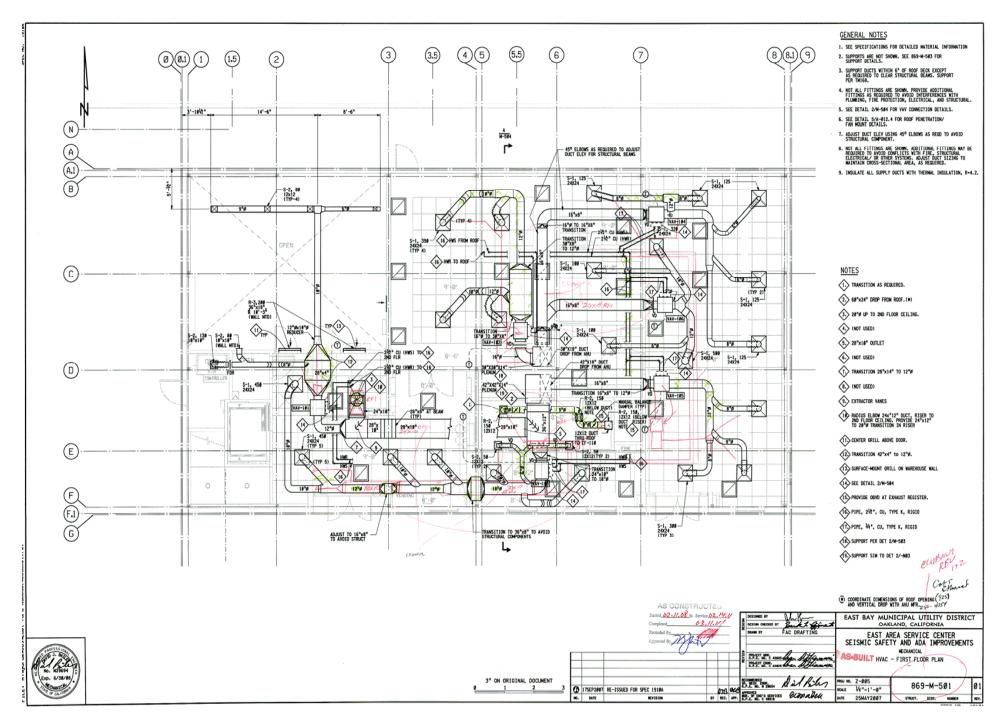
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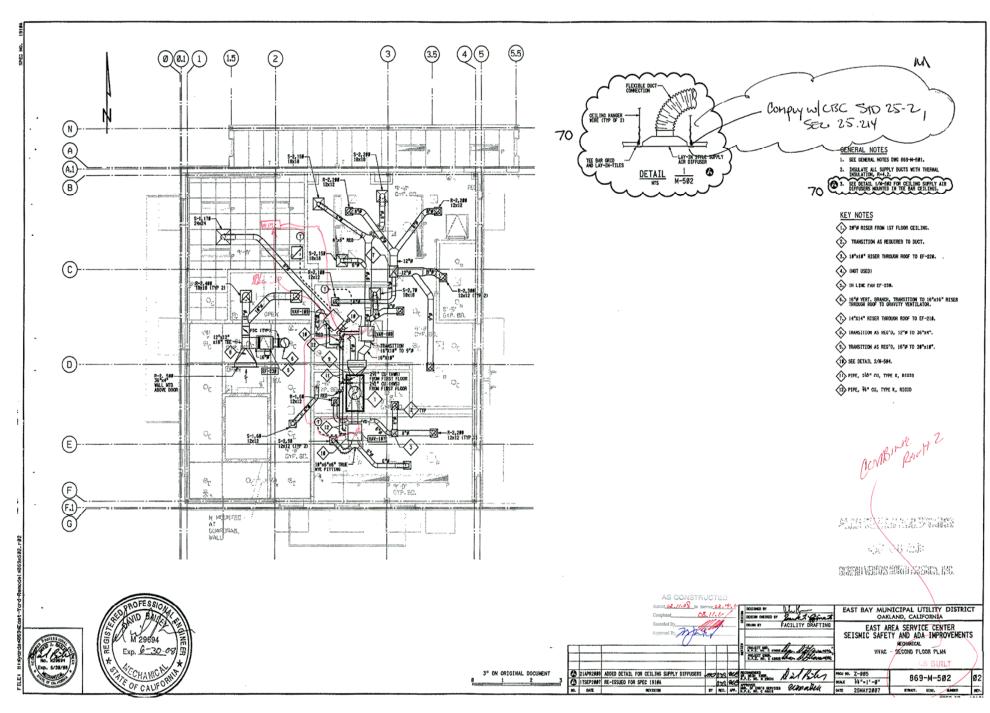
PANEL: 13-EPS-LP-004				120/240	V, 1PH	ASE-3 N	MIRE		SURFACE MOUNTE		
MAIN BREAKER: 225A				BUS A	MPACIT	Y:	LOCATION: FIRST FLOOR				
AIC RATING: 10kAIC				100% 0	Copper C	round E					
DESCRIPTION	AMP/	CRt.	LOAD/PHASE (VA) Ckt. /						DESCRIPTION		
	POLES	No.	Α	В	Α	8	No.	POLES			
GATE CONTROLLER	2011	1	1920	200	3000	20,2	2	30/1	UPS FEED		
JIGHTING - FIRST FLOOR	20/1	3	3333	404		840	4	20/1	HAM RADIO EQUIPMENT		
JIGHTING - SECOND FLOOR	20/1	5	246	333		63.53	6	20/1	SPARE		
GENERATOR ACCESSORIES	20/1	7	200	800	200		8	20/1	SPARE		
GENERATOR CONTROLS	20/1	9	600		350	18 B	10	20/2	GAS PUMP NO.1		
MISC LTG (EXIT) (PWR PACK OCC SENSORS)	20/1	11		600		350	12	20/2	GAS PUMP NO.1		
ELEVATOR SMOKE CURTAIN	20/1	13	350	1538	350	25553	14	20/2	GAS PUMP NO.2		
RECEPT - MTG ROOM	20/1	15	4600	1440	15558	350	16	20/2	GAS PUMP NO.2		
RECEPT - MTG ROOM	2011	17	1200	2500	350	858	10	20/2	GAG PUMP NO.3		
13-EPS-LCP-001	20/1	19	1838	500	400	350	20	20/2	GAS PUMP NO.3		
LIGHTING-1ST FLR BATT PACK	20/1	21		1338	1080		22	20/2	GAS PUMP NO.4		
SPARE	20/1	23	(ESS)	600			24	20/2	GAS PUMP NO.4		
SPACE		25		920		1965	26		SPACE		
SPACE		27					28		SPACE		
SPACE		29				2300	30		SPACE		
SUBTOTAL (VA)			4376	4344	5130	1890					
TOTAL ALL PHASES (VA)			9506	6484							
PANELBOARD VA TOTAL			15990								
NOTES:											
Indicates GFI Breaker											

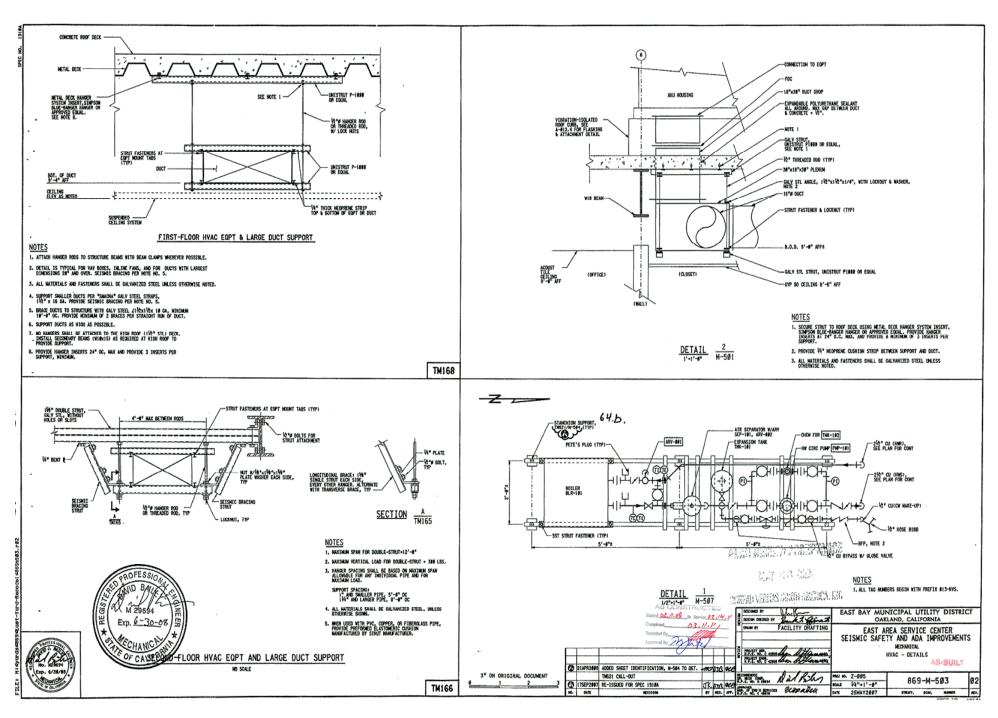
PANEL: 13-EPS-LP-005				120/240	IV, 1PH	ASE-3 V	VIRE		SURFACE MOUNTED
MAIN BREAKER: 100A			BUS AMPACITY: 100A						LOCATION: SECOND FLOOR
AIC RATING: 10kAIC		100% Copper Ground Bus							
DESCRIPTION	AMP/	Ckt.	L	DAD/PH	ASE (V	A)	Ckt	AMP/	DESCRIPTION
	POLES	No.	A	В	A	В	No.	POLES	
SECURITY PANEL	20/1	1	80		380		2	20/1	RECEPT - SEC/DATA CLST
RECEPT - SEC/DATA CLST	20/1	3	15000	360		360	4	20/1	RECEPT - SEC/DATA CLST
RECEPT - SEC/DATA CLST	20/1	5	360		360		6	20/1	RECEPT - SEC/DATA CLST
ELEVATOR SMOKE CURTAIN	20/1	7	1000	350		350	8	20/1	SPARE
SPARE	20/1	9				130	10	20/1	SPARE
SPARE	20/1	11					12	20/1	SPARE
SPARE	20/1	13					14	20/1	SPARE
SPARE	20/1	15					16	20/1	SPARE
SPARE	20/1	17					18	20/1	SPARE
SUBTOTAL (VA)			440	710	720	710			
TOTAL ALL PHASES (VA)			1160	1070					
PANELBOARD VA TOTAL			2230						
NOTES:									
* Indicates GFI Breaker									

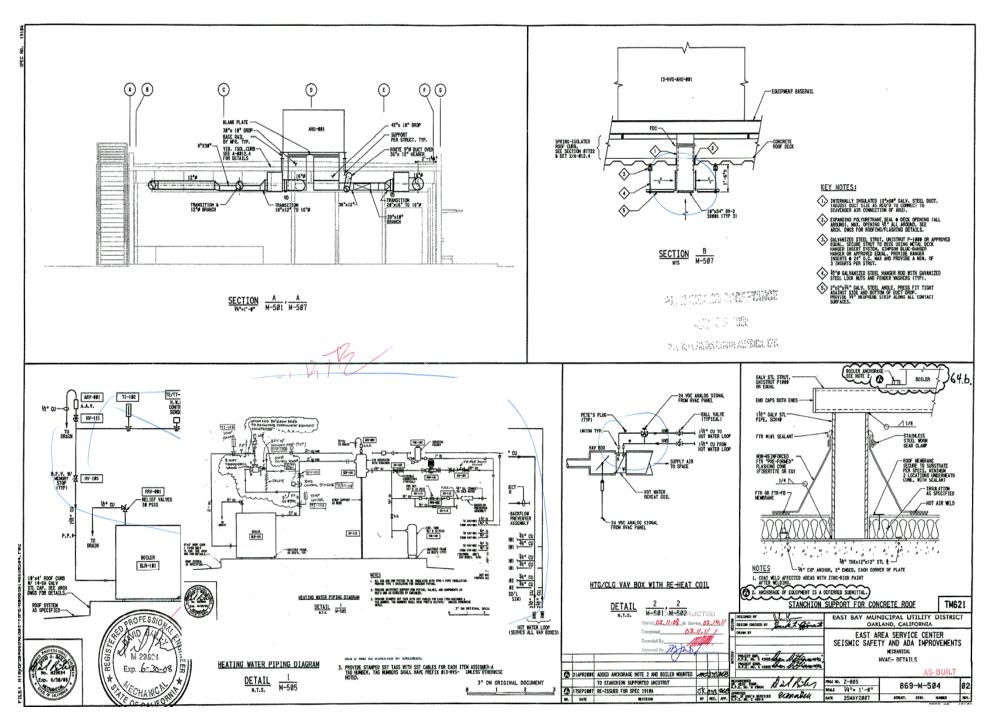


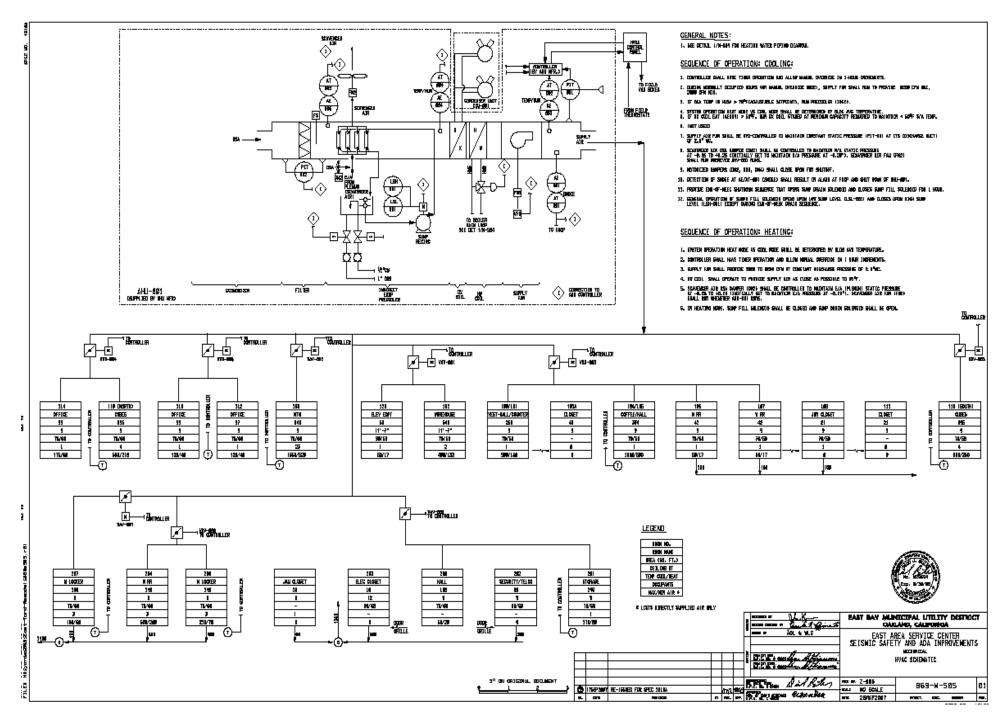


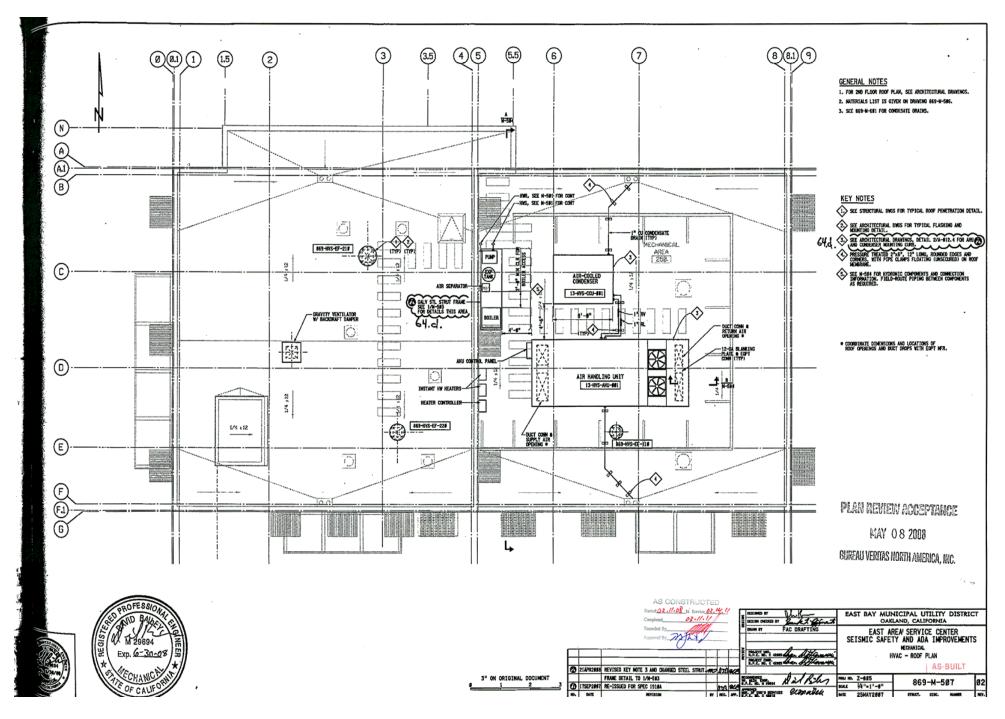


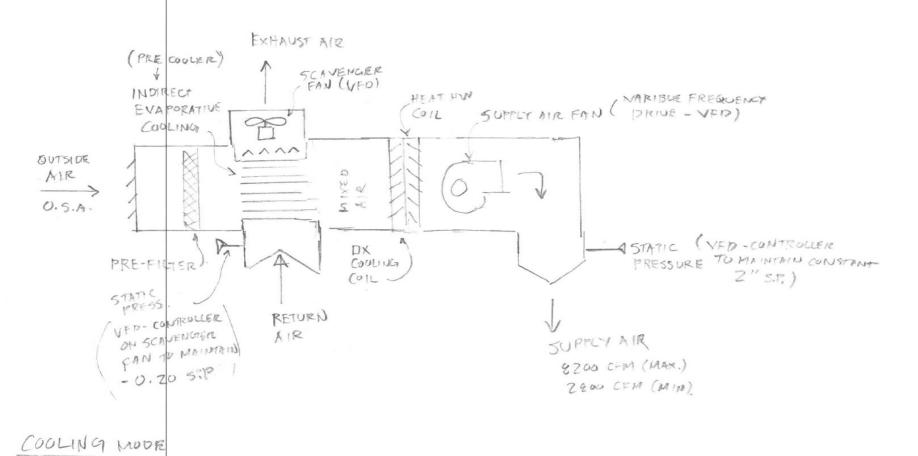












- 1) IF d.S.A TEMP IS GRENER THAN 70°F PRECOULER WILL RUN. IF 0.5A. < 65°F PRECOLLER REPISABLED
- 2) IF ENTERING OFF THE (EAT) IS GREATER THAN 60°C DX CONDENSING UNIT WILL RUN. IF MIXED AIR TEMP.

HEATING MODE

1) IF MIXED AIR TEMP. < 55°F, HON WATER VALUE WILL MODULATE TO MAJATANIA IT'S SET POINT (95°F), IF MIXED MR TEMP. IS GRITTER THAN 760F HOT WATER VALUE WILL CLOSE

FROM OIM MANUAL (CONTROLS)

