

October 20, 2015

Re: Request for Proposal for Value Engineering (Planning Phase) Analysis for the
Central Reservoir Replacement Project

Dear Consultant:

East Bay Municipal Utility District (EBMUD) cordially invites firms, or combination of firms, to submit a proposal for preparation of a Value Engineering (Planning Phase) analysis for the Central Reservoir Replacement Project located at the end of East 30th Street at 23rd Avenue in Oakland. The scope of work does not include a formal Value Engineering process and, therefore, the selected firm and personnel are not required to be certified in performing Value Engineering analyses.

Firms shall prepare their proposals in accordance with directions provided under Proposal Format (Enclosure 3). Several other items are provided in the enclosures for your reference, including project background and description, scope of contract work, evaluation criteria and interview format. A Standard Consulting Agreement and links to EBMUD's Contract Equity Program and Equal Employment Opportunity Regulations are also included.

Proposal Deadline

To be considered, each proposing firm must submit, ***by mail or hand delivery***, six (6) hard copies and one (1) CD of its proposal (including all attachments) in an envelope to arrive no later than 3:00 p.m. on November 9, 2015 to:

East Bay Municipal Utility District, M/S 701
Central Reservoir Replacement Project Value Engineering (Planning Phase)
Analysis – RFP Submittal
Emiliano Esparza, Associate Civil Engineer
375 Eleventh Street
Oakland, CA 94607-4240

The envelope shall also have stated thereon the name and address of the submitting firm.

Please be aware that **postmarks will not be accepted, and faxed and emailed proposals will not be considered.**

Consultant
October 20, 2015
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Questions concerning this request should be directed to Emiliano Esparza, Associate Civil Engineer at (510) 287-1191 [eesparza@ebmud.com], or Robyn Mutobe, Associate Civil Engineer at (510) 287-1388 [rmutobe@ebmud.com].

Sincerely,



Bill E. Maggiore
Senior Civil Engineer

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sb15_154.doc

- Enclosures:
1. Project Information and Schedule
 2. Scope of Work
 3. Proposal Format, Proposal Evaluation, Selection Criteria and Schedule
 4. EBMUD's Standard Consulting Agreement
 5. EBMUD's Insurance Requirements
 6. EBMUD's Contract Equity Program and Equal Employment Opportunity

CENTRAL RESERVOIR REPLACEMENT PROJECT VALUE ENGINEERING (PLANNING PHASE) ANALYSIS

PROJECT INFORMATION

Overview

East Bay Municipal Utility District (EBMUD) is a publicly-owned utility formed under the Municipal Utility District (MUD) Act. EBMUD's water system serves approximately 1.4 million people in a 325-square-mile area extending from Crockett in the north, southward to Castro Valley, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley. EBMUD's Board of Directors and staff are committed to preserving the region's resources and setting industry standards for the way water and wastewater utilities conduct themselves. EBMUD is a customer-oriented and environmentally-sensitive public agency.

EBMUD's water distribution system consists of 164 reservoirs including open-cut, steel-welded, steel-bolted, and concrete reservoirs. To manage EBMUD's reservoir fleet, infrastructure master plans and improvement goals, including levels of reservoir replacement and rehabilitation rates, have been established and implemented. Many of EBMUD's open-cut reservoirs are being demolished and replaced with smaller tanks at the same sites. EBMUD has extensive experience and expertise in the planning, design, and construction of steel, steel-bolted, and concrete reservoirs, as well as replacement of open-cut reservoirs with tanks at the same site. However, the construction magnitude of the Central Reservoir Replacement Project is significantly larger than typical reservoir replacement projects; therefore, EBMUD intends to contract out the preparation of a Value Engineering (Planning Phase) analysis for the Central Reservoir Replacement Project to ensure optimum project value for both initial and long-term investments.

Project Background

EBMUD owns and manages 31 dams as part of its water system. EBMUD's open-cut reservoir dams were built from the late 1800s to the late 1960s. Open-cut reservoirs were originally constructed by excavating an earthen storage basin with earthen fill dams. The larger dams are regulated by the California State Division of Safety of Dams (DSOD). EBMUD is in the process of evaluating the open-cut reservoirs in its inventory and replacing them with tanks as appropriate. Potential benefits for replacing open-cut reservoirs include more efficient management of the water distribution system, improved water quality by resizing the reservoirs according to customer demands, and elimination of aging embankment dams.

EBMUD is currently in the planning phase of the Central Reservoir Replacement Project (Project). Constructed in 1910, Central Reservoir is located in Oakland, south of and adjacent to Interstate 580 at East 30th Street and 23rd Avenue, as shown on Figure 1. The reservoir is a 153.8-million-gallon (MG) open-cut reservoir, which serves the Central Pressure Zone (PZ) with service elevations ranging between approximately 0 feet and 100 feet above mean sea level.

Central Reservoir is the largest reservoir in EBMUD's distribution system and serves several important functions, which include providing remote clearwell storage for EBMUD's largest water treatment plant and providing water to over 52,000 metered services from the low-lying areas of Oakland and Emeryville to as far south as the Oakland-San Leandro border including most of the City of Alameda.

Central Reservoir contains polychlorinated biphenyls (PCBs) in its interior coatings. In an agreement with the Alameda County District Attorney's (DA's) Office, EBMUD agreed to remove hazardous materials from 32 of its reservoirs. Thirty of the 32 reservoirs have been addressed or are under construction and will be remediated within the next few years. Central Reservoir is one of the two remaining on this list.

Project Description

In March 2010, EBMUD prepared the West of Hills (WOH) Master Plan, which concluded to replace the existing facility with two tanks with a total capacity of about 50 MG to meet future 2030 maximum day demands (MDD), raise the overflow and bottom elevation of the reservoir by 20 feet in order to operate the reservoir more efficiently and take advantage of the existing storage elsewhere in the Central PZ, increase the operating range to minimize existing water quality concerns and operations, and minimize the amount of transmission pipelines that would be needed if Central Reservoir remained at its current lower operating level. Replacement of Central Reservoir will also address the removal of the PCBs contained in the existing lining and eliminate an aging embankment dam.

Key Project objectives are summarized in Table 1.

TABLE 1
Project Objectives

Issues/Concerns	Project Objectives
<i>Hazardous Materials Compliance</i>	<ul style="list-style-type: none"> Remove PCB contaminants in the existing reservoir liner materials per DA Agreement.
<i>Water Quality</i>	<ul style="list-style-type: none"> Improve water quality by replacing inefficient large storage in the pressure zone with an optimally sized facility. Improve interaction of reservoirs in the Central PZ by raising the overflow of the new storage tank to more closely match the overflow and bottom elevations of other reservoirs in the Central PZ, which allows them to fill and drain together.
<i>Reliability, Operations and Maintenance</i>	<ul style="list-style-type: none"> Improve water service reliability, operations and maintenance by replacing aging facilities, which have reached the ends of their useful lives, with new facilities.

Issues/Concerns	Project Objectives
<i>Environmental</i>	<ul style="list-style-type: none">• Minimize environmental impacts on the community during construction (noise, air quality, traffic, hazardous materials).• Minimize disruption to the community during construction by minimizing imported material to the site and optimizing the construction schedule.• Maintain an acceptable aesthetic site environment.• Reuse or recycle structural elements on site, including concrete lining, embankment fill, etc.
<i>Cost</i>	<ul style="list-style-type: none">• Minimize Project costs to EBMUD customers (e.g., use excess storage at Dunsmuir Reservoir to build smaller tanks).• Minimize monitoring, permitting and other operational costs associated with managing a dam (i.e., DSOD jurisdiction).

Due to the large scale of the Project, a Value Engineering (VE) analysis needs to be completed by an experienced multi-disciplinary team of experts (e.g., heavy construction, large foundations, design of large water facilities in high-seismic regions) to ensure optimum Project value for both initial and long-term investments. The VE team will provide input and make recommendations on the Project's conceptual design alternatives prepared by EBMUD staff, including the site layouts, cost estimates, construction materials, and construction methods to improve the Project value (i.e., function relative to cost) and address the Project objectives. The VE analysis of the Project alternatives will assist EBMUD in identifying and recommending modifications to Project components or design alternatives to add Project value, optimize costs, minimize environmental and community impacts, improve the construction schedule, and improve long-term maintenance and operations.

Project Alternatives

EBMUD developed five superstructure conceptual design alternatives and preliminary cost estimates for the Project. Each replacement tank alternative design will have a water depth of about 40 feet (not including freeboard) and a 20-foot higher overflow and bottom elevation than the existing Central Reservoir. The tanks will be founded within the original open-cut reservoir basin. To raise the tank bottom elevation from the existing open-cut bottom elevation, a foundation pad with a 20- to 30-foot thickness must be constructed to found the new tanks. The total operating volume required is about 50 MG at the site. The five Project alternatives are as follows:

1. Construct two 25-MG, pre-stressed concrete tanks, with the lower one-third of the new tank walls backfilled with soil for lateral resistance as shown on Figure 2.
2. Construct two 25-MG, anchored welded-steel tanks with low-profile aluminum geodetic domes; no backfill of tank walls is required as shown on Figure 3.
3. Construct three 17-MG, pre-stressed concrete tanks with the lower one-third of the tank walls backfilled with soil for lateral resistance as shown on Figure 4.
4. Construct three 17-MG, anchored welded-steel tanks with low-profile aluminum geodetic domes; no backfill of tank walls is required as shown on Figure 5.

5. Construct a cast-in-place reinforced concrete rectangular or trapezoidal reservoir, as shown on Figure 6, with buttressed walls which will be partially backfilled. Any non-cylindrical tank is defined as a dam under DSOD jurisdiction and will require regular inspection and monitoring.

EBMUD is considering four main substructure alternatives to found the new reservoir tanks on imported fill. EBMUD maintains three locations where spoils from pipeline trenching and other projects are routinely stockpiled: Briones (Orinda), Miller Road (Castro Valley), and Amador (San Ramon). Marginal/clayey-sandy soils were considered for each of the foundation alternatives to address potential trench spoils reuse and excavated embankment materials from the Central Reservoir site. These are contrasted with engineered fill or aggregate base (AB).

The four main substructure/foundation design alternative categories are as follows:

1. Soil cement mixed fill: cement treated soils may be clean AB or marginal soils (clayey-sandy materials).
2. Improved soils using geogrid (soils may be AB [non-expansive engineered fill] or marginal soils/clayey-sands).
3. Soils with rigid inclusions (soils may be AB or marginal soils; rigid inclusions may be geo-piers, cement deep soil mixed [CDSM], stone columns, etc.).
4. Concrete fills: lightweight cellular concrete, roller compacted concrete, etc.

Additional superstructure and substructure alternatives may be added by the VE team.

Project Construction Access and Potential Haul Routes

Potential haul routes will likely need to originate from Interstate 880 and Fruitvale or 23rd Avenues. The Project site is immediately south of Interstate 580; however, Interstate 580 from Grand Avenue in Oakland to the San Leandro-Oakland border is not open to trucks according to the Federal Highway Administration. The Project site has two entryways, as shown on Figure 1, one located at the end of East 30th Street and west of Central Reservoir, and a second located at the end of 25th Avenue and south of Central Reservoir.

Project Information

The selected firm will be provided the following Project information to conduct VE analysis:

- Preliminary site layouts and cross-sections for each Project alternative.
- Cost estimates and schedules for each Project alternative.
- Estimated earthwork quantities for each Project alternative.
- Existing reservoir as-built drawings.
- Existing topography maps.
- Site geotechnical reports.
- Site soil boring logs taken from the perimeter of the site.
- Existing test data for EBMUD trench spoils quarries.

Procurement Schedule

The tentative consultant procurement schedule is as follows:

- Proposal (due date) November 9, 2015
- Interview Short-Listed Consultants December 2, 2015
- Select Consultant/Commence Contract Negotiation Week of December 7, 2015
- Contract Approval/Award Late February 2016

SCOPE OF WORK

Following is a general outline of the core work to be performed as part of this contract. Consultants shall expand on the content of each task where appropriate to include details on the proposed scope:

Task 1 – Project Initiation

- 1.1 Attend Project Kick-Off Meeting – Discuss Project objective(s), scope, and schedule with EBMUD.
- 1.2 Attend Site Visit – Visit Central Reservoir site with EBMUD staff to assess field conditions of the Project area.
- 1.3 Review Project Materials – Review existing information on the Project to gain a clear understanding of the Project. A detailed information package will be provided by EBMUD prior to the kick-off meeting.
- 1.4 Prepare Project Work Plan – The work plan shall include all tasks and deliverables identified in the consultant's proposed scope of work and Project schedule. Submit a draft for EBMUD's review and comment. Incorporate comments and finalize the work plan for EBMUD's approval.

Task 2 – Evaluate Project Alternatives

- 2.1 Evaluate superstructure design alternatives, construction techniques, construction and life-cycle costs, construction narrative, and schedule.
- 2.2 Assess the constructability and sequencing of superstructure design alternatives to identify and recommend modifications to the Project components or design alternatives to add Project value (i.e., function relative to cost), optimize costs, minimize environmental and community impacts, improve the construction schedule, and improve long-term maintenance and operations. The constructability review analysis shall be comparative between alternatives and documented in a report.
- 2.3 Evaluate substructure foundation alternatives, construction techniques, earthwork quantities, costs, and schedule.
- 2.4 Assess the constructability and sequencing of substructure foundation alternatives to identify pros and cons for each of the substructure alternatives. In addition, provide feasibility of each alternative as it relates to constructability, schedule, and if the selected foundation can meet the settlement performance criterion for the type of tank selected by the structural engineer. The constructability review analysis shall be comparative between alternatives and documented in a report.

- 2.5 Evaluate the use of EBMUD's spoils from pipeline trenching and other projects for the construction of substructure alternatives. Identify the costs, benefits, and risks of using trench spoils.
- 2.6 Present Project alternative evaluations to the EBMUD Project team and management (one meeting).

Task 3 – Develop Project Recommendations

- 3.1 Identify and recommend modifications to existing superstructure Project alternatives or design alternatives to optimize Project recommendations, improve construction, and reduce risk and cost. Develop new superstructure alternatives, construction means and methods to elicit cost, schedule, risk reduction or other savings. If new superstructure alternatives include the utilization of new technologies, provide client references for existing projects utilizing the same proposed technologies. The recommendations shall be documented in a report.
- 3.2 Identify and recommend modifications to existing substructure Project alternatives or design alternatives to optimize Project recommendations, improve construction, and reduce risk and cost. Develop new substructure alternatives, construction means and methods to elicit cost, schedule, risk reduction or other savings. If new substructure alternatives include the utilization of new technologies, provide client references for existing projects utilizing the same proposed technologies. The recommendations shall be documented in a report.
- 3.3 Identify logical combinations of superstructure and substructure alternatives and basis for combinations. Furthermore, identify the preferred superstructure and substructure combination.
- 3.4 Prepare a series of graphics detailing the construction of the preferred superstructure and substructure combination. The graphics should illustrate construction phasing, staging, scheduling, stockpiling, and relationship between various construction activities. In addition, the graphics should identify construction site ingress and egress.
- 3.5 Present Project recommendations to EBMUD Project team and management (two meetings).

Task 4 – Cost Estimate

Review EBMUD-prepared cost estimates for superstructure and substructure Project alternatives and revise cost estimates based on results of Tasks 1, 2, and 3. In addition, prepare cost estimates for new superstructure and substructure Project alternatives or modifications to Project alternatives prepared by EBMUD. The estimates shall be -10 to +20 percent with a 10 percent contingency. The detailed construction cost estimate shall be divided by major areas of work, and with a breakdown of labor, equipment, and material and a separate list of overhead and itemized markups. The source of cost data and assumptions for each line-item estimate shall be

clearly described. The contingency shall be separately listed and clearly identified. Any allowances shall be clearly described.

Task 5 – Value Engineering Report

Prepare a concise report to document VE findings and recommendations which shall include the following:

- Evaluation of Project alternatives prepared by EBMUD including constructability and sequencing of the work, schedule, and cost.
- Discussion of new Project alternatives identified and prepared by the consultant including constructability and sequencing of the work, schedule, and cost.
- Itemized cost estimates for all Project alternatives and supporting documentation for cost estimates.
- Summary of the recommendation to improve the Project value (i.e., function relative to cost) which should include the selection of a preferred Project alternative and basis for selection. The selection of the preferred alternative should not solely depend on Project cost.
- Chronological documentation summary of the VE process.
- Supporting documentation for the VE analysis and recommendations.

Allow 15 working days for EBMUD to review and comment on the draft report. Resolve EBMUD's comments and finalize the report.

Task 6 – Project Management

Provide Project management services for the duration of the contract. Conduct biweekly teleconference meetings with EBMUD staff to review the progress of the Project and maintain the schedule and budget. Submit monthly invoices and progress reports in a timely manner. Each progress report shall include work performed during the invoicing period and budget spent as well as budgeted work versus cost to complete. Coordinate the services of subconsultants and consultant staff, and ensure consistency, accuracy and timeliness in work products. Maintain thorough documentation of work including a log of deliverables, communication with other agencies, and other documentation pertinent to the administrative record.

Major Milestones

Following is a list of tentative dates for the major milestones:

- | | |
|--|------------------|
| • Notice to Proceed | March 2, 2016 |
| • Project Site Meeting with EBMUD | Early March 2016 |
| • Submit Project Work Plan to EBMUD | Late March 2016 |
| • Present and Submit Project Alternative Evaluations | April 2016 |
| • Present and Submit Project Recommendations | May 2016 |
| • Draft VE Report (due to EBMUD) | Late May 2016 |
| • Finalize VE Report (due to EBMUD) | Mid-June 2016 |

Deliverables

- Project work plan – Six (6) hard copies and one (1) CD or file-sharing site that contains the electronic files in .docx and .pdf format.
- Cost estimate of all Project alternatives – Six (6) hard copies and one (1) CD or file-sharing site that contains the electronic files in .xlsx and .pdf format.
- Draft VE report – Six (6) hard copies and one (1) CD or file-sharing site that contains the electronic files in .docx and .pdf format.
- Final VE report – Nine (9) hard copies and one (1) CD or file-sharing site that contains the electronic files in .docx and .pdf format.

Optional Services

EBMUD may call on the consultant for additional optional services which include input to CEQA documentation and constructability review of design drawings and specifications. Consultants need not provide a labor hour estimate for optional services; scope and costs will be negotiated with the selected firm.

Following is a general outline of the core work to be performed under optional services:

Task 7 – Develop Preferred Project and CEQA Project Description

- 7.1 Provide technical support during the development of the Project after the VE phase is complete and EBMUD selects a preferred alternative. The consultant shall prepare a written response to questions or requests for additional information on an as-needed basis. For example, after EBMUD engages with the community, the selected firm may assist in revising Project site plans.
- 7.2 Provide technical support during the preparation of the CEQA document, which is expected to be an Environmental Impact Report. Specific scope and deliverables will be identified at the time of request but may include input into the Project description, alternative analysis, and review of mitigation measures. The consultant shall prepare a written response to questions or requests for additional information on an as-needed basis.
- 7.3 Attend up to three in-person meetings with EBMUD to present and discuss the following: Project description, alternative analysis, and mitigation measures.

Task 8 – Review of Design Drawings and Specifications

- 8.1 Review the 10 percent, 50 percent and 90 percent design drawings and specifications to assess the constructability of the Project and make recommendations on potential design changes that could improve constructability, reduce risk, improve the schedule and reduce the cost. The consultant shall prepare a letter report that summarizes the findings. The report shall evaluate the constructability and sequencing of the work, schedule, completeness of specifications, including bid qualification requirements, permits, liquidated damages, work restrictions, specifications, integration of pre-purchase equipment into the bid package, and major construction risk factors.
- 8.2 Attend up to six in-person meetings with EBMUD to present and discuss the following: evaluation of design drawings and specifications, recommended design changes, and evaluation of the constructability of the Project.

PROPOSAL FORMAT

The proposal shall demonstrate the proposing firm's experience in heavy construction, large foundations, design of large water facilities in high-seismic regions, and VE studies, as well as Project management services.

The proposal shall include the scope and hours for preparation of the VE study for the Central Reservoir Replacement Project. The proposal shall include a table of contents with sufficient detail to allow EBMUD to quickly locate information within the proposal and shall be organized to be consistent with the sections described below.

Transmittal Letter

The letter of transmittal shall contain the names of the Project manager, Project engineer(s), and subconsultant(s) that will perform the work, as well as the name, email and telephone number of the contact person for the firm. Indicate the lead firm if a joint venture is proposed. State the office location(s) where the work will be performed.

Project Approach/Scope of Work

The proposal shall include a clear and complete discussion of each task necessary to complete the VE study. Using the outline of the scope of work (see Enclosure 2) as a guide, describe each task and subtask in sufficient detail to present your method of approach. Include a detailed work flow diagram that identifies work products and deliverables associated with each activity. Include a separate task for Project management. For optional services, include a brief description on the approach of each optional task.

Project Management and Staffing

Include a clear statement of the Project team responsibilities and reporting relationships, work structure for Project control, allocation of staff identified by name for key tasks, and method for in-house review of work products. Indicate the portion of time key staff will be available to work on the Project compared to each participant's current workload.

Labor Hour Proposal

In spreadsheet format, provide an estimate of labor hours by task and position, including subconsultants, for the entire proposed scope of work. Show the actual hourly labor hours for each of the job classifications used in the estimate. The estimate of labor hours presented in your proposal will indicate your understanding of the level of effort for each task and provide the basis for contract negotiations with the selected firm.

On a separate document, identify direct labor and cost multipliers (overhead rate and professional fee) for both the prime consultant and subconsultants, not to exceed 190 percent (overhead rate) and 10 percent (professional fee). Indicate subconsultant markups up to

5 percent. The prime consultant's markup of all subconsultant costs shall consist of a fixed percentage of those costs. No additional markup will be allowed for second- or third-tier subconsultants. Also, compounding of markups will not be allowed, and no markup will be allowed on other direct expenses.

Schedule

Develop a detailed work plan schedule for the Project that includes deliverables and dates. The work plan schedule shall cover the required scope of service and shall be based on the major milestone dates provided in the scope of work (Enclosure 2).

Experience and Qualifications of Project Staff

Identify key technical personnel and their roles, including subconsultant(s), for the Project. Describe their qualifications and experience in heavy construction, large foundations, design of large water facilities in high-seismic regions, and VE studies. Indicate experience gained from implementing similar projects, and emphasize the depth and breadth of experience of the specific individuals proposed to perform work for the Project. The selected firm and personnel are not required to be certified in performing VE analyses.

Contract Equity Program and Equal Employment Opportunity Forms

Complete the required Contract Equity Program (CEP) and Equal Employment Opportunity forms and submit with your proposal. Non-compliance may deem a proposal non-responsive and, therefore, ineligible for contract award. See Enclosure 6 for description of EBMUD's CEP.

Ownership Disclosure

Provide any and all detail, that is reasonably obtainable, regarding EBMUD personnel with an ownership interest in your firm. Percent of ownership and the degree to which those individuals participate in the management of the business and their participation in preparing a response to this request for proposal shall be included.

Proposal Length

The proposal shall be limited to 20 pages and include the following:

- Transmittal Letter
- Project Approach/Scope of Work
- Project Management and Staffing
- Labor Hour Proposal (11" x 17")
- Schedule (11" x 17")
- Experience and Qualifications of Project Staff
- CEP and Equal Employment Opportunity Forms
- Ownership Disclosure

PROPOSAL EVALUATION, SELECTION CRITERIA AND SCHEDULE

Each proposing consultant must demonstrate its approach to the scope of work described in this request for proposal. Proposals will be evaluated and selected based on how well the firm understands and responds to EBMUD's Project requirements. Evaluation will be based on, but not limited to, the key issues which are:

- Extensive experience in heavy construction, large foundations, design of large water facilities in high-seismic regions, and VE studies. The selected firm and personnel are not required to be certified in performing VE analyses.
- A clear and concise Project approach that demonstrates the consultant's thorough understanding of the Project and contains well-defined tasks and work flow for achieving the Project's objectives and milestones.
- Adequate resources and expertise to complete the required work for the Project successfully.
- Project schedule.
- Labor hour estimate (it will be the basis for final contract negotiation with the selected firm).
 - Compliance with EBMUD CEP. Discuss how the proposed Project team intends to comply with the requirements of EBMUD's CEP, as described in the guidelines, which are found at EBMUD's website <http://www.ebmud.com/business-center/contract-equity-program>. Complete and submit all CEP forms.

Selection Interview

EBMUD will invite a short list of proposing consultants to an interview by EBMUD on December 2, 2015. The interview format is anticipated to include a 20-minute presentation by the consultant followed by a 20-minute question-and-answer session. The consultant shall introduce the Project manager and key team members (maximum 5 people) at the interview and shall present their approach to key items of the Project.

CONSULTING AGREEMENT

FOR EAST BAY MUNICIPAL UTILITY DISTRICT

(Project Title)

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 and expertise to perform said services in a professional and competent manner; and

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

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

ARTICLE 1 - SCOPE OF WORK

- 1.1 CONSULTANT agrees to furnish services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The services authorized under this Agreement shall also include all reports, manuals, plans, and specifications as set forth in Exhibit A.
- 1.2 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 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.

(Include the following paragraph only if 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 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. (*The following sentence is optional.*) CONSULTANT hereby commits an average of (*1 to 100*) percent of (*Consultant Project Manager's name*) time on this project for the duration of the project.

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.

[Paragraph 6.2 to be used when there is subcontracting/subconsulting opportunities. See CEP office for details.]

- 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

(Insurance criteria may vary – refer to the Risk Management Section Guidelines. Contact the Risk Management Section for copy of latest version.)
(IF DEPT. WANTS TO MODIFY INDEMNITY LANGUAGE, PLEASE SUBMIT JUSTIFICATION IN WRITING TO LEGAL, CC: RISK MANAGER.)

(FOR DESIGN PROFESSIONAL CONTRACTS (ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, LAND SURVEYORS OR THEIR FIRMS), USE 7.1 BELOW:

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.

(see [\\EBMUD_DATA_04\DATA\INFO\Forms Shop\uf020-30.doc](#); [\\EBMUD_DATA_04\DATA\INFO\Forms Shop\UF020-33.doc](#); [\\EBMUD_DATA_04\DATA\INFO\Forms Shop\UF020-29.doc](#) *print out for consultant's use*)

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 Workers Compensation Insurance

CONSULTANT shall take out and maintain during the life of the Agreement, Workers Compensation Insurance, 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 Automobile and General Liability Insurance 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:

\$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage - General Liability.

The following coverages or endorsements must be included in the policy (ies): *(Use only those coverages that apply and type [x] in boxes on Public Liability Certificate. Questions should be directed to Risk Management, x0177.)*

1. DISTRICT and 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 for the assumption of liability through the indemnity in this Agreement;
4. The policy(ies) is(are) written on an occurrence basis;
5. The policy(ies) cover(s) broad form property damage liability;
6. The policy(ies) cover(s) personal injury (libel, slander, and trespass) liability;
7. The policy covers explosion, collapse and underground hazards (construction contracts only).
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of non-owned automobiles and equipment.
10. The policy(ies) shall cover Pollution liability for claims related to the release or threatened release of pollutants into the environment arising out of or resulting from CONSULTANT's performance under this Agreement.
11. The policy(ies) shall not be canceled nor materially altered unless 30 days' written notice is given to DISTRICT.

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

Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(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, 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

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

Approved As To Form

By: _____
for the Office of the General Counsel

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

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

Rev. 3/24/14

EXHIBIT A

East Bay Municipal Utility District *(Project Title)*

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 (Project Title)

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.

1. 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 in lieu of itemized payments for indirect and overhead expenses which includes, but is not limited to:

- Clerical, word processing and/or accounting work.
 - Vehicle usage and mileage between CONSULTANT's office and DISTRICT service area.

- 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.
- Meals, transportation or other 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, 5% maximum*) 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:

1. Automobile expenses at (*insert rate*) cents per mile when CONSULTANT is required to travel outside of the DISTRICT's service area. Mileage will NOT be reimbursed for rental car expenses, where the rental agreement specifies unlimited mileage.
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

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

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

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.

(Insert the following sentence if paragraph 2.9 below applies and is included in agreement. "Where CONSULTANT 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 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.

2.9. Prevailing Wages and Other Requirements for Construction Inspection, Construction Related Work During Design and Preconstruction Phases of Construction. *(Optional Insert – include this paragraph 2.9 and all its subparagraphs 1-14 only if your Scope of Services includes construction, alteration, demolition, installation, maintenance, repair work, or other construction related work during the design or preconstruction phases of construction including but not limited to inspection and land surveying.)*

(1) Pursuant to Sections 1774 and 1720 of the Labor Code of the State of California, CONSULTANT and any subcontractor or subconsultant under it shall pay not less than the specified prevailing rate of wages to all covered workers employed in the execution of the construction related work under this Agreement. Covered work is defined as work subject to Labor Code Sections 1720.3, 1774 and 1720.

(2) The DISTRICT has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification, or type of worker needed to execute the contract. A copy of the prevailing wage rates is on file and available for inspection by any interested party on request at the District's Specifications and Cost Estimating Section.

(3) CONSULTANT shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

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

(5) As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel, subsistence, and in certain instances apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.

(6) CONSULTANT shall, as a penalty to the State or the District, forfeit not more than Fifty Dollars for each calendar day, or portion thereof, for each covered worker paid less than the prevailing rates for the work or craft in which the covered worker is employed under the contract by CONSULTANT or by any subcontractor or subconsultant under it. The difference between the prevailing wage rates and the amount paid to each covered worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by CONSULTANT.

(7) General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204(b), the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the contract sum will be made for CONSULTANT's payment of these predetermined wage modifications.

(8) CONSULTANT and each subcontractor or subconsultant performing covered work under this Agreement shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with such covered work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code.

(9) CONSULTANT shall submit for each week in which any covered work is performed, a copy of all payrolls to the DISTRICT's Project Manager. CONSULTANT shall be responsible for submission of copies of payroll records of all subcontractors or subconsultants required to pay prevailing wage. Payrolls shall be completed and submitted by the 25th of the month for the previous 30-day period, which started on the 15th of the previous month to the 15th of the current month.

(10) Certified payroll records shall be on the forms provided by the Department of Industrial Relations or contain the same information required on the Department's form. Copies of the form may be obtained from: <http://www.dir.ca.gov/dlse/DistrictOffices.htm>.

CONSULTANT, subcontractor or subconsultant shall certify the payroll records as shown on the reverse of the State form. In addition, the records shall be accompanied by a statement signed by the CONSULTANT, subcontractor or subconsultant, certifying that the classifications truly reflect the covered work performed and that the wage rates are not less than those required to be paid.

(11) In the event of noncompliance with the requirements of Section 1776 of the Labor Code, CONSULTANT shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONSULTANT must comply with said Section. Should noncompliance still be evident after such ten-day period, CONSULTANT shall, as a penalty to the State or the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each covered worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

(12) Pursuant to the provisions of Sections 1810 et. seq. of the Labor Code of the State of California and any amendments thereof:

- (a) Eight hours labor constitutes a legal day's work under the contract.
- (b) The time of service of any covered worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Paragraph (d) below.
- (c) CONSULTANT shall, as a penalty to the State or the District, forfeit Twenty-Five Dollars for each covered worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code Sections 1810 et. Seq.
- (d) Covered work performed by employees of CONSULTANT in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- (e) CONSULTANT and every subconsultant or subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each covered worker employed by him or her in connection with the work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

(13) To the extent required by law, CONSULTANT and any subconsultant or subcontractor shall comply with the provisions concerning the employment of

apprentices in Section 1777.5 of the Labor Code of the State of California and any amendments thereof. In the event the CONSULTANT or any subcontractor or subconsultant willfully fails to comply, such CONSULTANT, subconsultant or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

(14) CONSULTANT or any subconsultant or subcontractor responsible for any on-site occupation of construction under this Agreement shall comply with and post at the job site, Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Copies of this order may be obtained from the Department of Industrial Relations Public Information Office, P.O. Box 420603, San Francisco, CA 94142-0603, telephone (415) 703-5070, or on the internet at <http://www.dir.ca.gov/IWC>.

EXHIBIT B-1

COST DISTRIBUTION

1

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

EXHIBIT B-2

East Bay Municipal Utility District (Project Title)

LABOR DISTRIBUTION

	Consultant				Subconsultants						
	Project Manager	Project Engineer	Drafting	Subtotal	Sub. #1			Sub. #2			
					Project Eng.	Assist. Eng.	Subtotal	Project Eng.	Assist. Eng.	Subtotal	Total
<u>Services(*)</u>											
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
(Project Title)**

CEP COMPLIANCE

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

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

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

.



CERTIFICATE OF LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)

Department: _____

Street Address: _____

Mailing Address: _____

City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Automobile/General Liability Coverage/Endorsements as required by agreement.

LIMITS OF LIABILITY:

(MINIMUM)

\$1,000,000/Occurrence, Bodily Injury, Property Damage-General Liability

\$1,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$): (Auto) (GL) (if applicable)

Aggregate Limits (AUTO) (GL) (if applicable)

INSURANCE COMPANY(IES): (Auto) (GL)

POLICY NUMBER(S): (Auto) (GL)

POLICY TERM: From: (Auto) (GL) To: (Auto) (GL)

THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. ☐ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. ☐ The coverage is *Primary* to any other applicable insurance carried by the District.
3. ☐ The policy(ies) covers *contractual liability* for the assumption of liability through the indemnity in this agreement.
4. ☐ The policy(ies) is written on an *occurrence* basis.
5. ☐ The policy(ies) covers *Broad Form* property damage liability.
6. ☐ The policy(ies) covers *personal injury* (libel, slander, and trespass) liability.
7. ☐ The policy(ies) covers *explosion, collapse, and underground* hazards.
8. ☐ The policy(ies) covers *products and completed operations*.
9. ☐ The policy(ies) covers the use of *non-owned* automobiles.
10. ☐ The policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. ☐ 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.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Signed _____

Firm _____

Address _____

Date _____

Phone _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO: East Bay Municipal Utility District (EBMUD)
 Department: _____
 Street Address: _____
 Mailing Address: _____
 City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
 Insured: _____
 Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Workers' Compensation Insurance as required by California State Law.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed: _____
 Authorized Signature of Broker, Agent, or Underwriter

Date: _____ Firm: _____

Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

THIS IS TO CERTIFY TO: East Bay Municipal Utility District (EBMUD)

Department: _____
 Street Address: _____
 Mailing Address: _____
 City, State, Zip: _____

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Professional Liability/Errors and Omissions (If coverage on an occurrence basis, the coverage must be maintained for an additional year following termination of the contraction; If Claims Made Basis, need a three year tail)

MINIMUM LIMITS OF LIABILITY: \$1,000,000 each claim and in the aggregate.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District and the Insured.

Signed: _____
 Authorized Signature of Broker, Agent, or Underwriter

Date: _____ Firm: _____

Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."

CONTRACT EQUITY PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY

EBMUD'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 EBMUD. The CEP 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 business enterprises and their subcontractors performing work for EBMUD 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.

All business enterprises and their 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, 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.

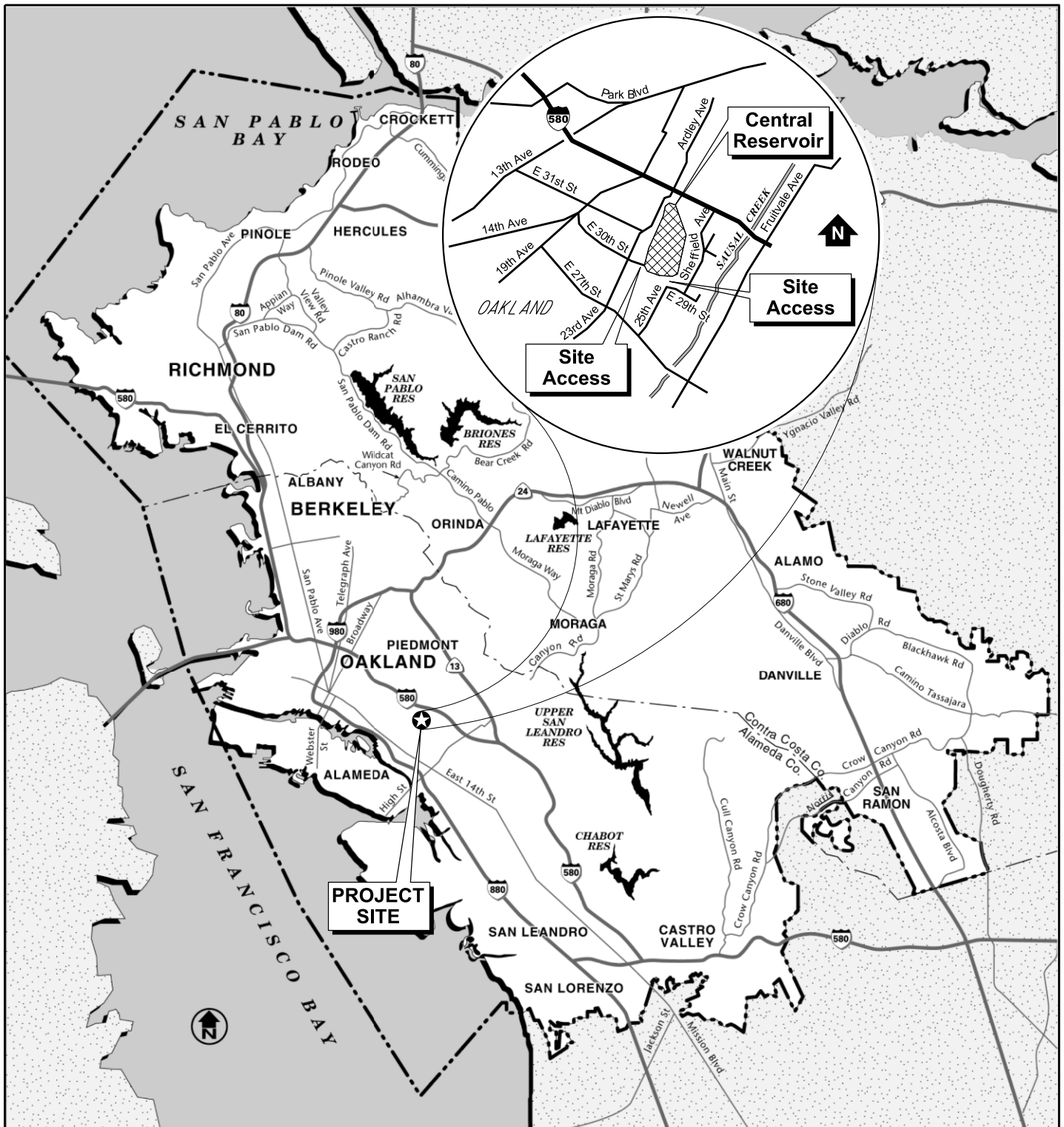
All business enterprises shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your proposal. Non-compliance with the guidelines may deem a proposal non-responsive and, therefore, ineligible for contract award. Your firm is responsible 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 filled out online and printed from EBMUD's website at the following link:

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

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



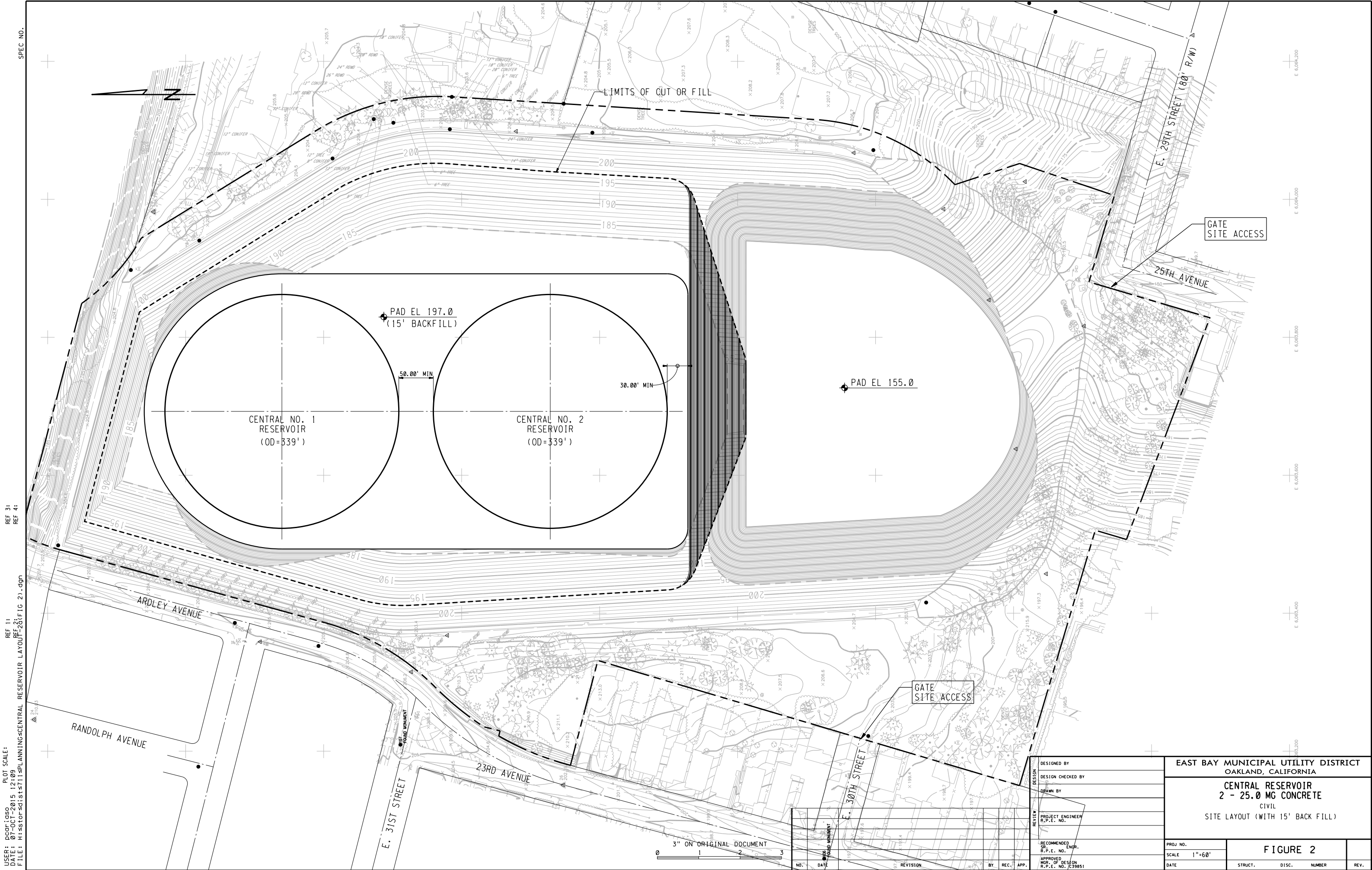
PROJECT SITE LOCATION MAP

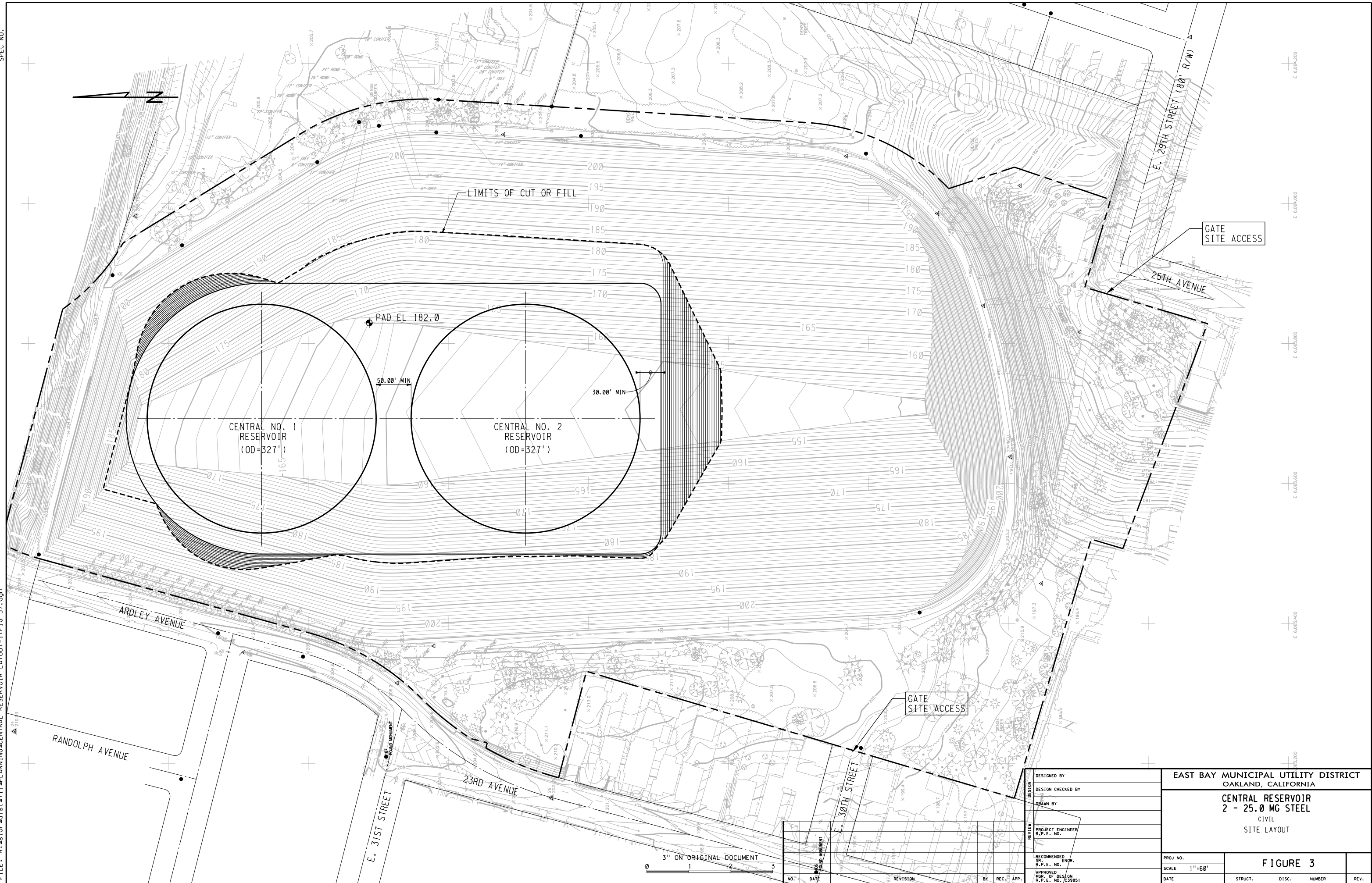
NOT TO SCALE

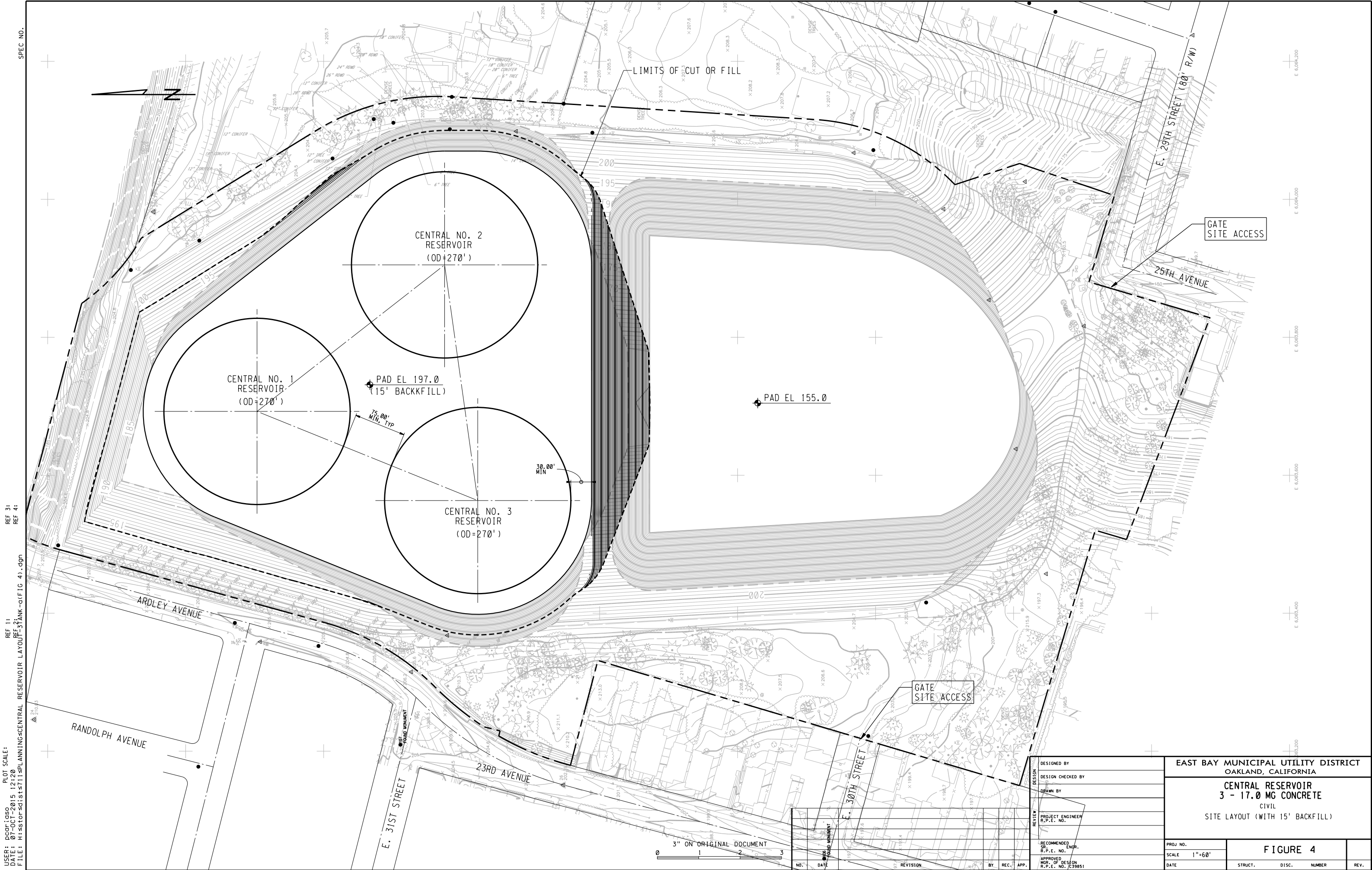
EAST BAY MUNICIPAL UTILITY DISTRICT

**CENTRAL RESERVOIR
REPLACEMENT PROJECT**

FIGURE 1







USER: pcor:geo PLOT SCALE: REF 1: REF 2: REF 3: REF 4: SPEC NO.

DATE: 07-OCT-2015 12:20 REF 1: REF 2: REF 3: REF 4:

FILE: H:\sstor-sd\st\st11\PLANNING-CENTRAL RESERVOIR LAYOUT\3-TANK-01(FIG 4).dgn

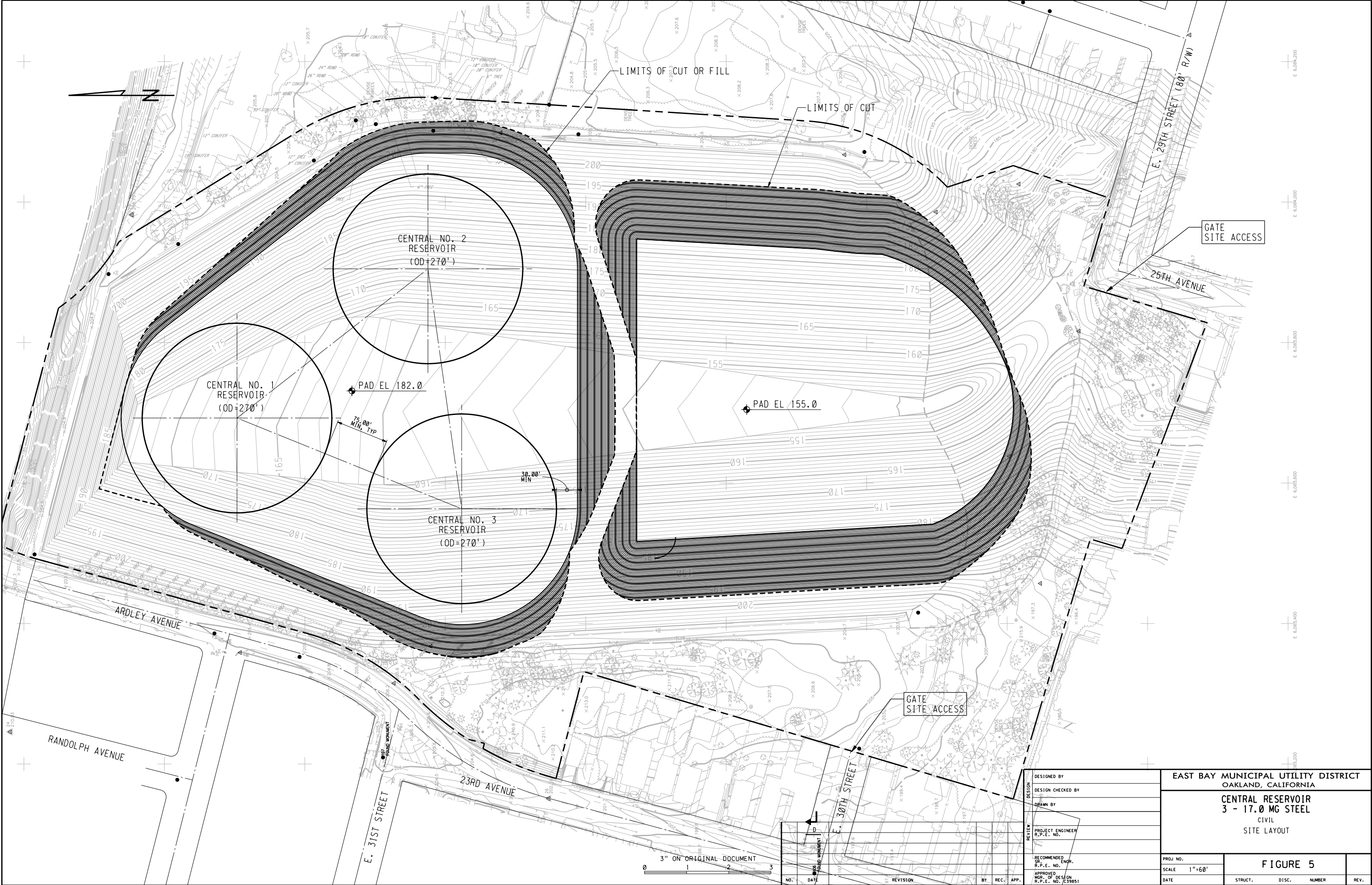
3" ON ORIGINAL DOCUMENT

NO.	DATE	REVISION	BY	REC.	APP.
1					
2					
3					

DESIGNED BY	EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA			
DESIGN CHECKED BY	CENTRAL RESERVOIR 3 - 17.0 MG CONCRETE			
DRAWN BY	CIVIL			
PROJECT ENGINEER R.P.E. NO.	SITE LAYOUT (WITH 15' BACKFILL)			
RECOMMENDED ENGR. R.P.E. NO.	PROJ. NO.	FIGURE 4		
APPROVED DESIGN MGR. OF DESIGN R.P.E. NO. C39851	SCALE 1"=60'	DATE	STRUCT.	DISC.
			NUMBER	REV.

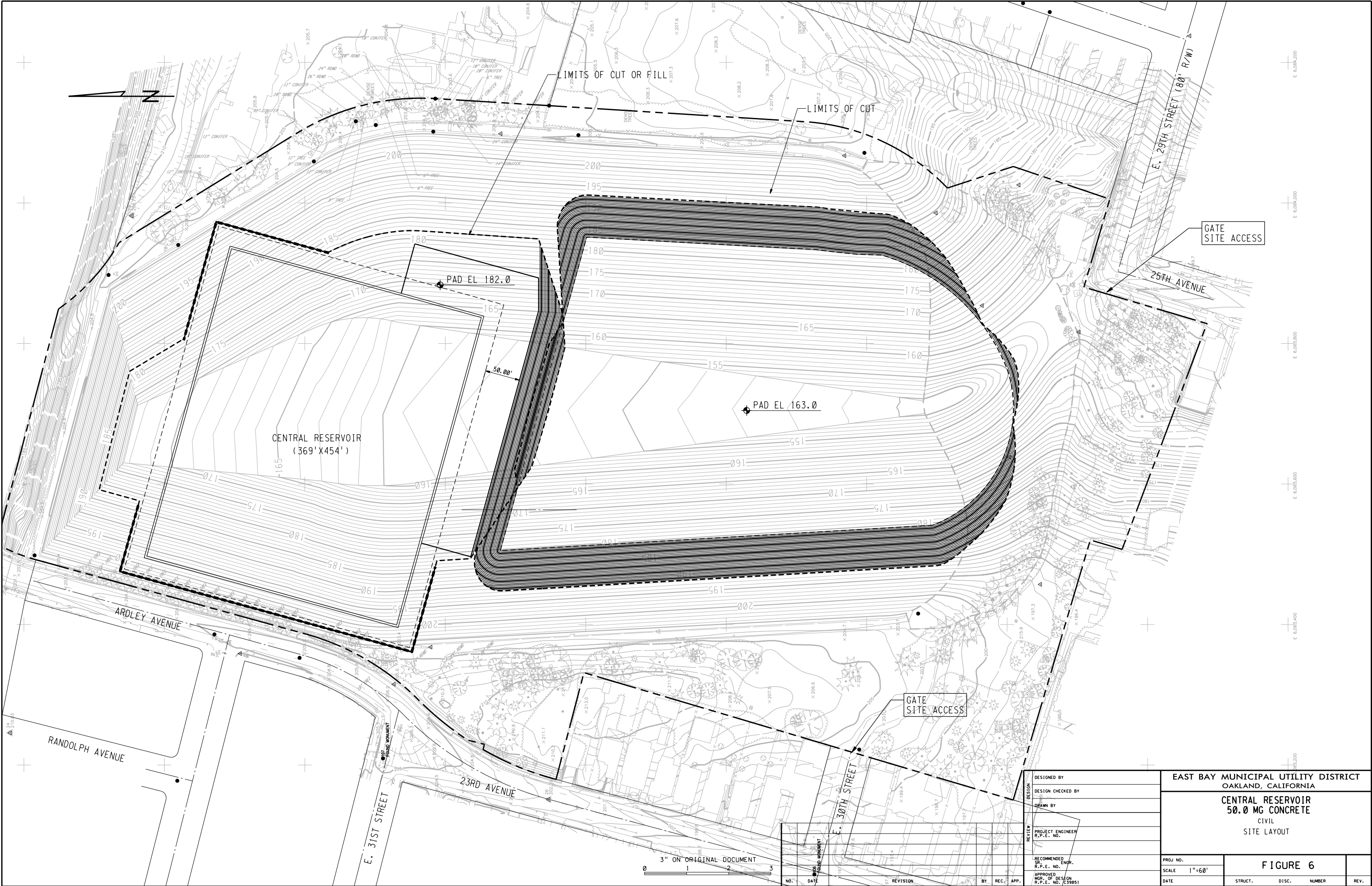
USER: p00r\gso. PLOT SCALE: REF 1: REF 3: REF 4: FILE: 07-OCT-2015 16:18: H:\sstor-sd1-s1-s711\PLANNING-CENTRAL RESERVOIR LAYOUT\3-TANK (FIG 5).dgn

SPEC NO.



DESIGNED BY		EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA	
DESIGN CHECKED BY		CENTRAL RESERVOIR 3 - 17.0 MG STEEL	
DRAWN BY		CIVIL SITE LAYOUT	
PROJECT ENGINEER R.P.E. NO.		FIGURE 5	
RECOMMENDED ENGR. R.P.E. NO.		PROJ. NO.	STRUCT.
APPROVED DESIGN MGR. OF DESIGN R.P.E. NO. C39851		SCALE 1"=60'	DISC.
NO.		DATE	NUMBER
REVISION		BY	REV.
REC.		APP.	

USER: pcor\gso PLOT SCALE: REF 1: REF 3: SPEC NO.
DATE: 07-OCT-2015 12:28 FILE: H:\sstor-sd\st\st11\PLANNING-CENTRAL RESERVOIR LAYOUT.dgn REF 4:



DESIGN	DESIGNED BY	EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA			
	DESIGN CHECKED BY	CENTRAL RESERVOIR 50.0 MG CONCRETE CIVIL SITE LAYOUT			
	DRAWN BY				
REVIEW	PROJECT ENGINEER R.P.E. NO.				
	RECOMMENDED SR. ENGR. R.P.E. NO.	PROJ. NO.	FIGURE 6		
	APPROVED MGR. OF DESIGN R.P.E. NO. C39851	SCALE 1"=60'			
		DATE	STRUCT.	DISC.	NUMBER
					REV.