

# EAST BAY MUNICIPAL UTILITY DISTRICT

**REQUEST FOR PROPOSAL (RFP) No. 565-19-001**

**For**

**As-Needed Cost Estimating, Constructability and Scheduling Review**

**Contact Person: Mun Lee, Associate Civil Engineer**

**Phone Number: (510) 287-0231**

**E-mail Address: [mun.lee@ebmud.com](mailto:mun.lee@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

**March 8, 2019**

at

**EBMUD, Purchasing Division**

**375 Eleventh St., First Floor**

**Oakland, CA 94607**



375 Eleventh Street, Oakland, CA 94607

Website: [ebmud.com](http://ebmud.com)

# EAST BAY MUNICIPAL UTILITY DISTRICT

RFP No. 565-19-001

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EXHIBIT B – INSURANCE REQUIREMENTS

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EXHIBIT E – MAP OF DISTRICT WATER SERVICE AREA

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CONSTRUCTION

## **I. STATEMENT OF WORK**

### **A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe as-needed Cost Estimating, Constructability and Scheduling Review services being requested by the District.

East Bay Municipal Utility District (District) intends to award 3-year contracts (with 2 options to renew for one-year terms) to the Proposers who best meet the District's requirements. The purpose of this RFP is to develop a short list of pre-qualified respondents willing to provide various engineering review and cost estimating services in select disciplines on an as-needed basis. EBMUD estimates the total amount of engineering review and cost estimating services at approximately \$150,000 per year. The District anticipates needing services for at least 2 to 3 larger/more complex task orders per year. Actual quantity and frequency of requested services from any one consultant may vary. See Exhibit D for examples of upcoming projects that we anticipate needing services for.

The East Bay Municipal Utility District is a publicly-owned agency that supplies drinking water to 30 East Bay communities and treats wastewater generated by nine of these communities. As part of the drinking water system, EBMUD operates six water treatment plants capable of filtering and processing more than 375 million gallons of water daily (MGD). These water treatment plants are Upper San Leandro in Oakland, San Pablo in Kensington, Sobrante in El Sobrante, and plants located in and named for Orinda, Lafayette and Walnut Creek. In conjunction with these plants, the District operates and maintains 4,200 miles of distribution pipeline, 123 pressure zones, 140 pumping plants, 177 reservoirs and other associated facilities integral to delivering quality water to its customers.

As part of the Capital Improvement Program, the District calls for new and upgraded water infrastructure facilities to maintain quality standards, reliability, and to meet current and future demands of our water distribution system. The design of these improvements is typically performed by District staff, or a combination of District staff and consultants.

Additionally, the District maintains several administrative office facilities that are critical to our day-to-day operations. As these facilities age, there is a need to upgrade certain components of the buildings that may include, plumbing, power/electrical, HVAC, lighting, fire protection, security, and elevator systems. The design of these upgrades is typically performed by specialized consultants.

As part of the design process, the District is seeking third-party review of the District's design drawings and specifications for specific projects on an as-needed basis. Proposers

should have expertise in any of the identified categories listed in the Proposer Experience section of the PROPOSER INFORMATION AND ACCEPTANCE form. The review may include any of, or a combination of the outlined numbered tasks below in Section I.C – SPECIFIC REQUIREMENTS below.

Once a proposer has been short listed, the District may enter into direct negotiations (e.g., telephonic confirmation of current availability, staffing, and specific project costs) and award agreements for specific work based on the demonstrated qualifications to the respondent most qualified for a particular assignment based upon project or discipline-specific technical experts that possess skill sets beyond staff's capabilities to participate in some form of highly technical evaluation. The Consultant will be expected to prepare a written response for each project-specific proposal (task order).

The response to each task order request is expected to be completed within fourteen (14) business days of request. The task order response shall include a brief description of the firm's approach to the specific requested scope, and shall include estimated costs (based on the quoted proposal billing rates, broken down into hours by classification) and estimated schedule (based on Consultant's resources and commitments). If schedule does not meet District's needs, District may request a task order proposal from another Consultant. If schedule is acceptable, District will issue a written authorization to proceed.

Task orders will vary in scale and required expertise, and may require a combination of or all of the civil/structural/mechanical/electrical engineering disciplines. Work will be distributed among the selected firms or teams based on review of assigned team members qualifications and expertise to particular projects, the firms' past performance on District projects, and responsiveness, at the discretion of the District.

## 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 Cost Estimating, Constructability and Scheduling Review services for at least three (3) years in the specific specialty(ies) indicated by the Proposer in the PROPOSER INFORMATION AND ACCEPTANCE section in Exhibit A.
- b. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.
- c. Proposer's staff and project manager shall be available for on call services. The proposer's primary place of business shall be within 3 hours of the District's service area (see Exhibit E), and staff shall be able to travel to

any site within this area. Proposers shall be able to meet timelines as specified in C. SPECIFIC REQUIREMENTS below.

C. SPECIFIC REQUIREMENTS

Typical task order requests may include any or some combination of the tasks described below. The proposer shall address how they would approach a range of expected estimating and constructability/schedule analysis projects for water infrastructure and/or facilities projects. The RFP response shall also indicate typical splits of work among different job classifications and any details on use of subconsultants. Acceptable timelines for deliverables will vary depending on the scope and scale of each task order; however, general expectations have been outlined below.

**Task 1 – Tour Facility with District Staff**

The Consultant shall participate in a walking tour of the facility with District staff to better understand the space constraints and limitations involved, site conditions, take photos and measurements, discuss the scope of the project, possible staging and lay-down areas, understand the concerns/needs of facility staff, if applicable, and how their on-going operations may affect work flow and schedule. The Consultant should be able to conduct the facility tour within (7) business days of task order authorization.

**Task 2 – 3<sup>rd</sup> Party Constructability and/or Construction Scheduling Review of Design Drawings and Specifications**

The Consultant shall review the provided design drawings and specifications, at various stages of design to assess the constructability of the project and shall make recommendations on potential design changes that could make construction simpler, reduce risk, improve the schedule and reduce the cost. The consultant shall make recommendations on potential design changes that could have the potential to improve bid ability, construction sequencing, work restrictions, contract set-up, or reduce the risk of the recommended improvements.

Typically, the provided design drawings and specifications will be at a 50% design status, or greater. However, conceptual designs may also be reviewed. The consultant shall prepare a letter report that summarizes the findings. The report will vary depending on the specific task order, but typically shall include an evaluation of the constructability and construction sequencing of the work, schedule, completeness of Division 01 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. The report shall also identify and describe mitigation options. The report is expected to be completed no later than 4 to 12 weeks after task order authorization.

### **Task 3 – 3<sup>rd</sup> Party Cost Estimate**

The Consultant shall prepare 3<sup>rd</sup> party cost estimates for projects requiring specialized expertise at various levels of completion based on the drawings and specifications in accordance with the District's Engineering Standard Practice for Estimating (see Exhibit F). Such projects may include a significant amount of complex electrical, process, and mechanical work. A cost estimate may be requested for preliminary designs, 10 percent designs, 50 percent designs, and 100 percent designs. The estimate shall include a contingency appropriate for the level of design. Cost estimates may be for entire projects, or for scope changes identified during design, or as part of support of constructability and schedule review.

Detailed construction cost estimates for the District's use shall be prepared for the evaluation of alternatives, potential scope changes, or bids. The construction cost estimate shall be in the District's standard format, divided major areas of work (system/facility/structure etc.), and then further divided by CSI Section (CSI 2004 or later) 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. The cost estimate shall be to the midpoint of construction, with the cost basis and all other assumptions clearly identified. The cost estimate is expected to be completed no later than 4 to 12 weeks after task order authorization.

### **Task 4 – Bid Review Support**

The Consultant may be asked to review the received bids and provide findings and recommendations to assist in the evaluations of bids. This may include an evaluation of technical qualifications. The Consultant shall submit a summary of the findings of the review.

### **Task 5 – Value Engineering Services**

When the District has completed a 50% or 90% design, the District may ask the consultant for a Value Engineering review of the design drawings and specifications. This review would assemble a team of experts to conduct value engineering review and workshops specific to water projects. Provide mechanical, civil, structural, electrical, and instrumentation/control engineering expertise in support of projects. Develop an organized study of the project(s) functions to satisfy the District's needs with a quality product at the lowest life cycle costs through applied creativity. Conduct value engineering workshops to improve project performance, identify cost savings/avoidance, optimize District resources, develop alternatives and associated costs estimates, and transfer innovative technologies and concepts to the District. Conduct multi-step value engineering effort consisting of preparation/organization,

information gathering, functional analysis, speculation/creativity, evaluation, development, and presentation & report development. Prepare report that documents information gathered, alternatives and ideas developed, cost estimates, quantify potential improvement in project value associated with each alternative, and summary and recommendations.

#### **Task 6 – Other related as Needed Services (Optional)**

The District may choose to call on the Consultant for additional similar engineering services.

## **II. CALENDAR OF EVENTS**

| <b>EVENT</b>                           | <b>DATE/LOCATION</b>       |
|--|----------------------------|
| <b>RFP Issued</b>                      | January 28, 2019           |
| <b>Response Due</b>                    | March 8, 2019 by 4:00 p.m. |
| <b>Anticipated Contract Start Date</b> | As Needed                  |

**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.

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

### **A. RFP ACCEPTANCE AND AWARD**

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer(s) 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 General or Professional Service Providers, dependent upon what is in the best interest of the District.

4. The District has the right to decline to award this contract or any part of it for any reason.
5. Award of a contract for as-needed services or issuance of a purchase order is not a guarantee of work during the contract term.
6. 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.
7. 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

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

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

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



The Evaluation Criteria are as follows:

|           | <b>Evaluation Criteria</b>  |
|-----------|---|
| <b>A.</b> | <p><b>Proposed Team:</b><br/>An evaluation will be made of the overall:</p> <ol style="list-style-type: none"> <li>1. Project Manager (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?);</li> <li>2. Project Engineers Team – Experience in Water Systems, Multi-Disciplinary Experience. (i.e., are the proposed unit costs appropriate to the nature of the services to be provided?); and</li> <li>3. Project Team availability, proximity and responsiveness as demonstrated in the proposal.</li> </ol>  |
| <b>B.</b> | <p><b>Relevant Experience:</b><br/>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Does the firm have adequate relevant experience in the areas indicated?</li> <li>2. Do the individuals assigned to the project have experience on similar projects?</li> <li>3. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>4. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol> |
| <b>C.</b> | <b>References (See Exhibit A – RFP Response Packet):</b>  |
| <b>D.</b> | <p><b>Contract Equity Program:</b><br/>Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.</p>   |

### C. PRICING

1. Prices quoted shall be firm for the first 24 months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.

4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

#### 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.

E. INVOICING

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

F. Termination of task order

1. In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to stop work on any given task order and withhold future payments until the performance and/or deliverables are deemed satisfactory.

**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 & AFTER AWARD:  
Attn: Mun Lee, Associate Civil Engineer  
EBMUD-Engineering Services Division  
E-Mail: mun.lee@ebmud.com  
PHONE: (510) 287-0231

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 Smith, Manager of Purchasing  
East Bay Municipal Utility District  
As-Needed Cost Estimating, Constructability and Scheduling Review  
EBMUD—Purchasing Division  
P.O. Box 24055  
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Kelley Smith, Manager of Purchasing  
East Bay Municipal Utility District  
As-Needed Cost Estimating, Constructability and Scheduling Review  
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.

Proposers **must** 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 **exact** 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.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. **RESPONSE FORMAT**

1. **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 re-created version of these documents or any other District-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof

so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



# EXHIBIT A

## RFP RESPONSE PACKET

### RFP For As-Needed Cost Estimating, Constructability and Scheduling Review

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: \_\_\_\_\_  
(Official Name of Proposer)

#### RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, **ONE COPY, 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 ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- 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

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

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

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



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

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

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

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

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

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

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

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

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

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

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

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

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

**Proposer Experience:**

*Indicate the specific engineering discipline(s) your firm/entity specializes in:*

☐ Civil Engineering   ☐ Structural Engineering   ☐ Mechanical Engineering

☐ Electrical Engineering   ☐ Instrumentation Engineering

☐ Facilities/Building Engineering   ☐ Other \_\_\_\_\_

*Indicate the specific area(s) your firm/entity is proposing to provide services in:*

☐ Cost Estimating   ☐ Constructability and Scheduling Review   ☐ Value Engineering

*Indicate the specific type(s) of facilities that your firm/entity has experience providing the requested services in:*

☐ Water Treatment Plants   ☐ Pipelines   ☐ Pumping Plants   ☐ Reservoirs/Tanks

☐ Rate Control Stations   ☐ Office Buildings

**Primary Contact Information:**

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_





## PROPOSAL FORM

Unit costs shall be submitted on this Proposal Form as is. The proposer may modify the listed Descriptions, or include additional staff, as appropriate to perform described scope of work. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

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

There is no minimum or maximum amount of hours, guaranteed or implied.

| Description          | Unit of Measure | Unit Cost |
|----------------------|-----------------|-----------|
| Principal            | hour            | \$        |
| Senior Consultant    | hour            | \$        |
| Associate Consultant | hour            | \$        |
| Assistant Consultant | hour            | \$        |
| Junior Consultant    | hour            | \$        |
| Other (specify)      | hour            | \$        |
|                      |                 |           |
|                      |                 |           |
|                      |                 |           |
|                      |                 |           |
|                      |                 |           |
|                      |                 |           |
|                      |                 |           |



## REQUIRED DOCUMENTATION AND SUBMITTALS

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

1. **Letter of Transmittal:** RFP response shall include a description of the Proposer’s capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the District.

The letter shall include a description of your firm’s capabilities for the services your firm proposes to provide. The description shall not exceed one page for each of the services (constructability and scheduling review/cost estimating/value engineering).

The letter should not exceed five (5) pages in overall length (excluding resumes, references, and any forms) and should be easily understood.

2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. Provide an organizational chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provided the services described in this RFP. Identify any subconsultants and their roles. 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

3. **References:**

List references sufficient references to demonstrate that the proposer meets the minimum qualifications described in this RFP, and the required expertise in the discipline(s) and task areas indicated on the proposal response.

- (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 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.

4. **Exceptions, Clarifications, Amendments:**

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

5. **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 As-Needed Cost Estimating, Constructability and Scheduling Review

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

**Proposer must provide a minimum of 3 references.**

|  |                   |
|--|-------------------|
| Company Name:                                    | Contact Person:   |
| Address:   | Telephone Number: |
| City, State, Zip:                                | E-mail Address:   |
| Project Name and Description:                    |                   |
| Services Provided / Date(s) of Service:          |                   |
| Total Contract Amount (Prime Consultant):        |                   |
| Your Firm's Contract Amount (if Sub-consultant): |                   |

|  |                   |
|--|-------------------|
| Company Name:                                    | Contact Person:   |
| Address:   | Telephone Number: |
| City, State, Zip:                                | E-mail Address:   |
| Project Name and Description:                    |                   |
| Services Provided / Date(s) of Service:          |                   |
| Total Contract Amount (Prime Consultant):        |                   |
| Your Firm's Contract Amount (if Sub-consultant): |                   |



## REFERENCES

|  |                   |
|--|-------------------|
| Company Name:                                    | Contact Person:   |
| Address:   | Telephone Number: |
| City, State, Zip:                                | E-mail Address:   |
| Project Name and Description:                    |                   |
| Services Provided / Date(s) of Service:          |                   |
| Total Contract Amount (Prime Consultant):        |                   |
| Your Firm's Contract Amount (if Sub-consultant): |                   |

|  |                   |
|--|-------------------|
| Company Name:                                    | Contact Person:   |
| Address:   | Telephone Number: |
| City, State, Zip:                                | E-mail Address:   |
| Project Name and Description:                    |                   |
| Services Provided / Date(s) of Service:          |                   |
| Total Contract Amount (Prime Consultant):        |                   |
| Your Firm's Contract Amount (if Sub-consultant): |                   |





## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP For As-Needed Cost Estimating, Constructability and Scheduling Review

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

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

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

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

\*Print additional pages as necessary



## CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

# INSURANCE REQUIREMENTS

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 award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

### INDEMNIFICATION AND INSURANCE

#### A. Indemnification

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

#### B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

#### C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER 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, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

#### D. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

E. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER 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 GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER 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. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not 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 the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. Not Used.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.

10. Not Used.

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.

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.



## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: Engineering and Construction  
Street Address: 375 11th Street, MS# 62  
Mailing Address: P.O. Box 24055  
City, State, Zip: Oakland, CA 94623

**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.  
The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds. All Workers' Compensation coverage maintained or procured must specifically allow the named insured to waive subrogation prior to a loss.

**INSURANCE COMPANY:****POLICY NUMBER:**

*Sample Only*

**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."



## CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)

Department: Engineering and ConstructionStreet Address: 375 11th Street, MS# 62Mailing Address: P.O. Box 24055City, State, Zip: Oakland, CA 94623**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 (Claims Made Basis)**MINIMUM LIMITS OF LIABILITY:** \$2,000,000 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."



# CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

**THIS IS TO CERTIFY TO:**

East Bay Municipal Utility District (EBMUD)  
Department: Engineering and Construction  
Street Address: 375 11th Street, MS# 62  
Mailing Address: P.O. Box 24055  
City, State, Zip: Oakland, CA 94623

**THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:**

District Contract Number: \_\_\_\_\_

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

**LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:**

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

**LIMITS OF LIABILITY:**

(MINIMUM) \$ ,000,000/Occurrence, Bodily Injury, Property Damage-General Liability  
\$ ,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 contract. ENDORSEMENT NO. \_\_\_\_\_
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's/Contractor's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☐ NOT USED
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. ☐ NOT USED
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 \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_  
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."



# **EXHIBIT C**

## **PROFESSIONAL SERVICES AGREEMENT**

**CONSULTING AND PROFESSIONAL  
SERVICES AGREEMENT FOR  
EAST BAY MUNICIPAL UTILITY DISTRICT**  
*As-Needed Cost Estimating, Constructability and Scheduling Review*

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)*, 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

***IF OVER \$80,000:***

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

***-OR- IF BETWEEN \$30,000 AND \$80,000:***

WHEREAS, DISTRICT has authorized the contract by approval of the General Manager.

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 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 through 7.4 – NOT USED

### **7.5 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.

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.

#### 7.6 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.

#### 7.7 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:

\$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) explosion, collapse and underground hazards.~~
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
- ~~10. The policy(ies) and/or a separate pollution liability 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.

#### 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 \$2,000,000 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), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the 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, 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**

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.

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

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

**EAST BAY MUNICIPAL UTILITY DISTRICT**

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

Approved As To Form

By: \_\_\_\_\_  
for the Office of the General Counsel

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
***(Name),***  
***(Title)***

Rev. 7/10/18

## **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 offices or work locations within 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 outside 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

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

***\* (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. DISTRICT shall pay CONSULTANT within thirty (30) days, upon receipt of a proper CONSULTANT invoice, provided that all invoices are accompanied by sufficient cost documentation, and DISTRICT Form P-47 (Subcontractor Payment Report - CEP Participation), to allow the determination of the reasonableness and accuracy of said invoice.


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. NOT USED





| Subconsultants |         |         |             |         |   |
|----------------|---------|---------|-------------|---------|---|
|                | Sub. #1 |         | Sub. #2     |         |   |
| t.             | Project | Assist. | Project     | Assist. | P |
| Total          | Eng.    | Eng     | Total       | Eng     |   |
| <u>Cost</u>    | (****)  | (****)  | <u>Cost</u> | (****)  |   |

|                        |       |       |       |       |       |       |
|------------------------|-------|-------|-------|-------|-------|-------|
| I. Contracted Services |       |       |       |       |       |       |
| Task 1.1:              |       |       |       |       |       |       |
| Task 1.2:              |       |       |       |       |       |       |
| Task 2.1:              |       |       |       |       |       |       |
| Task 2.2:              |       |       |       |       |       |       |
| Subtotal I.            | (***) | (***) | (***) | (***) | (***) | (***) |

## II. Optional Services

(\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*)

(\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*) (\*\*\*)

$$1 - \frac{1}{2} \leq 1 - \frac{1}{2} \leq \frac{1}{2} \leq 1 - \frac{1}{2} \leq 1 - \frac{1}{2} \leq 1$$

- \*\*\* Amount includes prime consultant markup on subconsultant.  
\*\*\*\* ***Insert salary rate.***

*(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<br>Manager | Project<br>Engineer | Drafting | Subtotal | Sub. #1         |                 |          | Sub. #2         |                 |          |       |
|                        |                    |                     |          |          | Project<br>Eng. | Assist.<br>Eng. | Subtotal | Project<br>Eng. | Assist.<br>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

#### FIRMS UTILIZED

#### MINIMUM AMOUNT\*

#### MINIMUM PERCENT\*\*

(Name of  
Subconsultant's firm)

\$(dollars)

(1 to 99)

(Name of  
Subconsultant's firm)

\$(dollars)

(1 to 99)

TOTAL

\$(dollars)

(1 to 99)

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

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

# EXHIBIT D

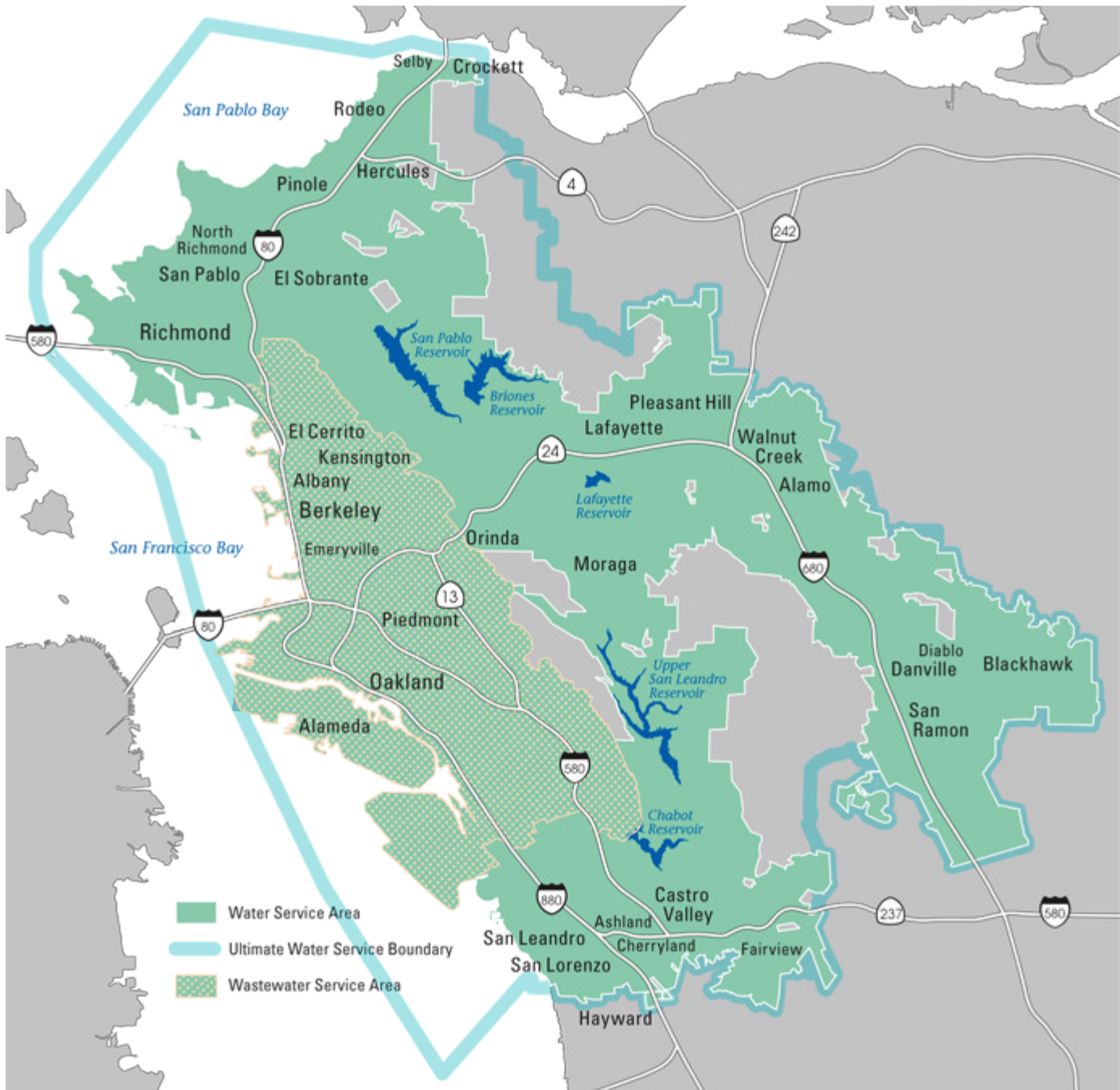
## ANTICIPATED EXAMPLE PROJECTS REQUIRING SERVICES

| Estimated Date | Project Description  |
|----------------|--|
| FY18-19        | East Area Service Center Electrical and HVAC Improvements                        |
| FY18-19        | Fleet Maintenance East Facility Plumbing and HVAC Improvements                   |
| FY18-20        | Upper San Leandro Water Treatment Plant Reliability and Maintenance Improvements |
| FY18-20        | Raw Water Treatment Facility Improvements  |
| FY18-20        | Pardee Chemical Plant Improvements   |
| FY19           | Adeline Maintenance Center Admin Building HVAC upgrades                          |
| FY21-22        | Sobrante WTP Maintenance & Reliability Improvements Project                      |
| FY22-24        | Walnut Creek WTP Pretreatment Phase 1 Project                                    |
| FY23           | Main Administration Building Power System Upgrades                               |



## EXHIBIT E

### MAP OF DISTRICT WATER SERVICE AREA



**EXHIBIT F**  
**ENGINEERING STANDARD PRACTICE (ESP) 020.3 –**  
**COST ESTIMATING FOR CONSTRUCTION**

|  |            |                  |
|--|------------|------------------|
| <b>ENGINEERING STANDARD PRACTICE</b>                           | ESP        | <b>020.3</b>     |
| <b>SUBJECT:</b><br><br><b>COST ESTIMATING FOR CONSTRUCTION</b> | EFFECTIVE  | <b>14 MAY 08</b> |
|  | SUPERSEDES | <b>01 JAN 99</b> |

## **PURPOSE**

To establish responsibility for the preparation of construction cost estimates for contract and District forces construction, to identify types of estimates, and to provide a guide to the accuracy of estimates.

## **RESPONSIBILITY**

The Project Engineer is responsible for timely preparation of contract construction cost estimates. When cost estimates are prepared and reviewed by the District's Cost Estimator, the Project Engineer shall provide all necessary information in a timely manner.

## **TYPES OF ESTIMATES**

### **Conceptual Estimates**

Conceptual estimates are construction cost estimates prepared during the Capital Improvement Program budget development and early planning stages of a project. Estimates for routine or simple projects are usually prepared by the Project Engineer and are based on historical costs for similar projects. Estimates for complex and/or unusual projects may require assistance from, or an estimate prepared by, the Cost Estimator. Conceptual estimates are also used for Project Authorization budget development and for estimating charges to Applicants prior to the design and construction phases.

### **Planning Phase/Pre-Design Cost Estimates**

Construction cost estimates made in the planning/pre-design phase are estimates prepared immediately prior to the start of detailed design, typically at completion of environmental documentation or at a 10% level of design. They may be prepared by the Project Engineer or the Cost Estimator for contract construction and by the Project Engineer or Asset Management Section for District forces construction. An estimate of this type is used in completing the Project Authorization for the design and construction phases, which then becomes the project budget for construction.

### **Design Phase Cost Estimates**

Construction cost estimates are updated during the design phase by the Project Engineer or Cost Estimator. Interim cost estimates should be prepared as often as necessary to maintain project cost control. Typically, this will be at 30% or 50% completion and at 90% completion.

A contract construction cost estimate, prepared or reviewed by the Cost Estimator, is always prepared during the 90% review. A District forces construction cost estimate, prepared and reviewed by the Asset Management Section, is always prepared prior to the Approval to Release Plans and Specifications for District Forces Construction (ATR) work. These estimates provide a breakout of costs by major items of work.

### **Engineer's Estimate and Approval to Advertise for Bids**

The Engineer's estimate is the final estimate, prepared at the completion of design by the Cost Estimator. This estimate is updated from the 90% estimate, based on final plans and specifications and is the amount entered on the Approval to Advertise for Bids (ATA). The Engineer's estimate is developed with no contingency because the estimate is to be used for comparison with the low bidder's bid for contract work. The Engineer's estimate will be revised to reflect significant changes or to correct errors by addenda. It will not normally be revised to reflect changed economic conditions during the bid period. If

|   |            |                  |
|---|------------|------------------|
| <b>ENGINEERING STANDARD PRACTICE</b>                    | ESP        | <b>020.3</b>     |
| SUBJECT:<br><br><b>COST ESTIMATING FOR CONSTRUCTION</b> | EFFECTIVE  | <b>14 MAY 08</b> |
|   | SUPERSEDES | <b>01 JAN 99</b> |

there is a significant delay in bidding the project, the estimate should be reviewed and, if necessary, revised.

#### **Asset Management Section Estimate and ATR for District Forces Construction**

If the project is to be constructed by District forces, the Asset Management Section in the Operations and Maintenance Department prepares the final estimate, which is used for the ATR.

#### **ESTIMATES BY CONSULTANTS**

Estimates may be prepared by consultants under contract to the District. Timely preparation is the responsibility of the Project Engineer. Contingency amounts used by consultants should be consistent with District standards and identified in the estimate.

Ninety percent interim estimates and Engineer's estimates prepared by consultants should be reviewed by the District's Cost Estimator. This review will verify thoroughness and identify inconsistencies, but will not normally verify quantities or cost assumptions.

#### **CONTINGENCY AND ACCURACY OF ESTIMATES**

The use of a contingency with an estimate is meant to establish construction budgets that cover costs that may result from legitimate unforeseen and unpredictable conditions or uncertainties within the defined project scope. The construction budget represents the probable construction cost plus contingency. The amount of the contingency will depend on the type of estimate being prepared, and the complexity and uncertainties of the components.

The accuracy of construction cost estimates should increase as the project moves from conceptual phase through the planning/design phase to the design completion as provided in the final estimate. The initial conceptual construction cost is expected to fall within a range from 30% below to 50% above the established conceptual estimate for most projects. . This is expressed as an accuracy of -30% to +50%. The final or Engineer's estimate should be accurate within -5% to +15% of the probably construction cost, with the expected accuracy of planning/pre-design and interim estimates falling between the expected accuracies of the conceptual and Engineer's estimates. Estimates for simple projects, such as paving, and for typical District projects, such as standard distribution facilities, should be more accurate than estimates for complex and/or unusual projects, especially in the early stages of the project.

Estimates, especially in the conceptual and planning/pre-design stages, are always expressed in terms of a range to provide for the expected lack of accuracy. However, for the purposes of preparing the capital budget and Project Authorizations, the project budget is not stated in terms of a cost range, but must be stated as a single amount plus a Maximum Normal Contingency (as defined in the table on the following page). In cases of unusually complex or unique projects, a larger contingency may be appropriate. A higher contingency should only be used with approval of the Director of Engineering and Construction for Water System projects and the Director of Wastewater for Wastewater System projects.



|   |  |            |                  |
|---|--|------------|------------------|
| <b>ENGINEERING STANDARD PRACTICE</b>                    |  | ESP        | <b>020.3</b>     |
| SUBJECT:<br><br><b>COST ESTIMATING FOR CONSTRUCTION</b> |  | EFFECTIVE  | <b>14 MAY 08</b> |
|   |  | SUPERSEDES | <b>01 JAN 99</b> |

| Type of Estimate              | Expected Accuracy of Estimate* | Maximum Normal Contingency | Change Order Budget | Total Maximum Contingency |
|-------------------------------|--------------------------------|----------------------------|---------------------|---------------------------|
| Conceptual                    | -30% to +50%                   | 20%                        | N/A                 | 20%                       |
| Planning Phase/<br>Pre-Design | -15% to +50%                   | 15%                        | N/A                 | 15%                       |
| Design                        | -10% to +20%                   | 10%                        | N/A                 | 10%                       |
| ATA and ATR                   | - 5% to +15%                   | 0%                         | 5%                  | 5%                        |

\* Range of accuracy based on The Association for the Advancement of Cost Engineering International 18R-97.

Note that for the ATA, the Engineer's estimate should be used and a 5% change order budget included on a separate line item to allow for anticipated construction change orders. This 5% change order budget is what comprises the "Total Maximum Contingency" at the ATA phase in the table above. Note that the 5% is used for budget purposes and differs in magnitude and concept from the maximum change order authority defined in District Procedure 303.

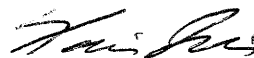
**Example A:** Construction Cost \$1,000,000 (applying accuracy range without contingency)

|           |                   |             |
|-----------|-------------------|-------------|
| -30%      | Construction Cost | +50%        |
| \$700,000 | \$1,000,000       | \$1,500,000 |

**Example B:** Construction Cost \$1,000,000 (applying a contingency of 20%)

Construction Cost budget with 20% contingency would be \$1,200,000

Contingency reflects judgment by the Project Engineer or Cost Estimator to cover costs for incomplete design or unforeseeable elements of cost within the defined project scope (including change orders). The purpose of contingency is to avoid project cost overruns (within the parameters of risks assumed). This is to avoid the need to appropriate additional funds.



XAVIER J. IRIAS  
Director of Engineering and Construction