

REQUEST FOR PROPOSAL

WWTP Electrical Improvements Phase 1 (CIP 24-P044)

CONSTRUCTION MANAGEMENT SERVICES

1.0 INTRODUCTION

The Dublin San Ramon Services District (District or DSRSD) is issuing a request for proposal (RFP) for construction management services for the WWTP Electrical Improvements Phase 1 (CIP 24-P044) Project (Project) during the construction phase of the Project. The Construction Manager (CM) firm/team proposing on this project must be available for the duration of the project to manage field work, inspections, and coordination required by the Project.

2.0 PROJECT DESCRIPTION

The Project location will be at the District's Wastewater Treatment Facility at 7399 Johnson Drive, Pleasanton, CA 94588. The Scope of Work (SOW) for the project includes construction of the following:

- Replacement of existing 480-volt switchgear SWGR-DPA with new 480-volt switchgear SWGR-DPA; and
- Replacement of existing 480-volt motor control center MCC-E with new 480-volt motor control center MCC-E.

The Project is expected to be awarded in December 2026. The engineer's estimated construction cost is **\$4,265,354** with a **760-calendar day (108 weeks)** construction duration.

3.0 SCOPE OF WORK

The scope of work, as prepared, is a draft and scope items listed are typical. It is DSRSD's expectation that the Proposer will use their expertise to customize each task (including a further breakdown into subtasks) to improve DSRSD's ability to complete the project in a cost-effective manner. Based on their experience, the Proposer may identify additional elements needed to meet the project goals.

The scope of each task shall be completely defined by the Proposer. At a minimum, the Proposer shall define: (1) purpose or overview of the task/subtasks; (2) suggested approach to deliver task/subtask; (3) assumptions; and (4) deliverables that DSRSD can expect to receive as a result of performing any tasks, if applicable.

The Consultant shall provide construction management and construction inspection services including, but not limited to: conduct preconstruction meetings and construction progress meetings; manage project schedule, submittals, requests for information and change orders; prepare cost estimates; document existing site conditions; observe construction materials, methods, and quality; complete daily reports; monitor and review contractor's recording of field changes; monitor contractor certified payroll; assure safety, permit, and environmental compliance; coordinate with outside agencies as needed; manage progress payments; provide monthly status reports; and assist with claims management and project close-out.

Task 1: Pre-construction Phase

- Coordinate and lead the pre-construction meetings. The CM will provide a sign-in sheet, agenda and take notes to distribute to attendees.
- Attendance of the contractor's mandatory pre-bid walk to be conducted during the bid period.

Task 2: Construction Phase

- *Subtask 2.1: Construction Administration*
 - Act as the project coordinator and point of contact for all communications with the Contractor.
 - Coordinate activities of the District, Designer, and Contractor. This includes creating a document tracking system which will maintain and track all correspondence, documents, submittals and reports on the project, address all inquiries from the Contractor and construction related correspondence.
 - Manage weekly progress meetings and other construction meetings required during the project, prepare records of discussions for the progress meetings, review and comment on Contractor's initial baseline schedule and updates to the schedule, review requests for time extensions, negotiate schedule adjustments due to weather delays, change orders or other impacts.
- *Subtask 2.2: Submittals and Clarification Process*
 - Coordinate with the Contractor processing all submittals, coordinate any pre-submittal meetings with equipment suppliers to establish a submittal schedule, check submittals for general conformity with the Contract Document requirements, route submittals to the District and Designer, review comments on the submittals to identify any notable changes, and maintain a log for submittals.
 - Coordinate processing clarifications, receive all requests for information (RFIs), review RFIs, provide responses to the Contractor, route RFIs to the Designer and District, and provide the Designer/District's response back to the Contractor.
- *Subtask 2.3: Change Order Preparation, Negotiation & Processing, Progress Payments*
 - Prepare and issue change requests with the appropriate design documents, prepare independent cost estimate and/or verify acceptability of the Contractor's cost proposal for each change request, issue field orders as deemed appropriate, provide recommendations to the District on change order negotiation, prepare change orders for execution, track change orders and maintain files.
 - Review cost breakdowns from the Contractor, progress payment requests per the Contract Document and California Public Contract Code.
- *Subtask 2.4: Field Quality Control, Record Documents*
 - Provide field inspection/observation services to monitor compliance with the Contract Documents, including inspection reports documenting observations and work conditions/potential hazards, maintain digital photographs of field activities for status monitoring of the project, and provide inspections and materials testing.
 - Maintain record documents to track changes due to RFI, clarifications, change orders and field adjustments, including necessary corrections to contract drawings.
 - Witness field testing and commissioning. Maintain records of all completed testing and any deficiencies found during testing. Support District, Contractor, and Designer with development and evaluation of startup and commissioning plans.
 - Coordinate training requirements and activities.
 - The CM will prepare corrective work item lists with input from DSRSD and the Designer during the course of construction, track and prepare an appropriate punch list near substantial completion.
- *Subtask 2.5: Contractor Safety*
 - Ensure Contractor compliance with District's Contractor Safety Program.
 - Review Shutdown requests/plans and coordinate System Outage Requests for any shutdowns and tie-ins of the existing infrastructure.

Task 3: Post Construction Phase

- The CM will coordinate final inspection and the punch list, address any outstanding items with the Contractor, prepare and submit a final Construction Report to DSRSD, provide project documentation, Operations and Maintenance Manuals furnished by the Contractor, final Record Documents and any third-party agreements related to operation of equipment furnished by the Contractor.
- Prepare the Substantial Completion Certificate for execution by DSRSD and the Contractor.

4.0 PROCUREMENT PROCESS

All communications shall be submitted in writing, via email (with delivery/send confirmation), as noted below:

Jaclyn Yee
Project Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568
Email: yee@dsrsd.com
Direct Telephone: 925.875.2258

Below is an outline of the selection schedule:

Release of Request for Proposals:	September 10, 2026
Deadline for Questions:	September 30, 2026
Proposals Due:	Wednesday, October 7, 2026 @ 2 p.m.
Evaluation of Proposals:	October 21, 2026
Award Contract for Professional Services:	November 30, 2026
Anticipated Notice to Process for Construction:	December 15, 2026

5.0 PROPOSAL REQUIREMENTS AND FORMAT

The Fee Estimate shall be submitted as a separate file from the contents of the remaining sections of the Proposal (i.e., Sections A through H, as summarized below).

An electronic copy (PDF format) of the proposal and fee estimate shall be emailed to the Project Manager, Jaclyn Yee, yee@dsrsd.com no later than **2 p.m., Wednesday, October 7, 2026**.

Materials submitted by the Proposer shall become the property of DSRSD unless otherwise specified. All proposals may be reviewed and evaluated by any person at the discretion of DSRSD.

Proposals shall be prepared simply and economically, providing a straightforward and concise description of how the proposal satisfies the requirements of this Request for Proposal. Emphasis shall be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Excessive or irrelevant materials will not be favorably received.

The Proposal shall not exceed the page limitations described below and formatted as follows:

- Page limits are based on single-sided pages. Double-sided pages count as two pages.
- Pages shall be 8 ½"x11" and have margins no smaller than 1" on all sides.
- Use of 11"x17" in landscape format is acceptable for the organization chart and project schedule. Each 11"x17" page shall be single-sided and counts as one page.
- Font size shall be no smaller than 11 pt.
- Every page of the submittal shall be numbered except for divider pages.

The Proposal shall consist of the following sections, and in the following order:

A. *TRANSMITTAL LETTER (2 pages maximum)*

The transmittal letter shall include the following:

- Be signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal;
- Include a statement of the Proposer's overall ability, qualifications, approach, commitment, and availability to conduct the work and meet the project schedule;
- Include the name and address of the Prime Proposer. Addresses shall be for the location where most of the day-to-day design work will be performed.

B. *PROJECT TEAM*

Project Team Organization Chart (1 page maximum)

Provide an organization chart for the proposed Program Team, including subconsultants and/or subcontractors. The organization chart shall clearly identify the project manager that will be the main point of contact on behalf of the Consultant, and personnel responsible for leading key tasks.

Statement of Qualifications – Personnel (1 page maximum per project team member)

Provide a short narrative and/or description of each Project Team member's (including subconsultants and/or subcontractors) role and/or duties with respect to the project and describe any prior project experience that may have value toward meeting the project goals and objectives. Describe how each key project team member's experience qualifies him/her for the services required for this project, and the percentage of their total available time expected to be allocated to the project.

Resumes of all proposed technical and management personnel members of the Project Team (including subconsultants and/or subcontractors) shall be included as an appendix. Resumes shall include licenses and certifications, including unique identification number and expiration dates. Modification to the project team or additions of key personnel not identified in the proposal will not be allowed without prior approval by DSRSD.

Statement of Qualifications – Subconsultant/Subcontractors Firm Experience and Project References

List proposed subconsultants or subcontractors and describe their expertise and qualifications, as well as their anticipated role in the Project. For each subconsultant and/or subcontractor, provide at least three (3) relevant reference projects that have been executed within the past ten (10) years. To the extent possible, reference projects should be similar in scope to the project described within this RFP. For each reference project, provide the following information:

- Name and location of project
- Approximate month/year when each project was performed
- A description of type and extent of services provided
- Name and address of project owner
- Name and current phone number of owner's representative intimately familiar with the project. Verify that the reference person can be contacted at the phone number provided.
- Applicability and relevance to the services required by DSRSD
- Overall cost of project

C. *PRIME CONSULTANT FIRM EXPERIENCE AND PROJECT REFERENCES (2 pages maximum)*

Provide at least three (3) relevant reference projects for the prime consultant firm that have been executed within the past ten (10) years. To the extent possible, reference projects should be similar in scope to the project described within this RFP. For each reference project, provide the following information:

- Name and location of project
- Approximate month/year when each project was performed

- A description of type and extent of services provided
- Name and address of project owner
- Name and current phone number of owner's representative intimately familiar with the project. Verify that the reference person can be contacted at the phone number provided.
- Applicability and relevance to the services required by DSRSD
- Overall cost of project

D. PROJECT UNDERSTANDING/METHOD OF APPROACH OF WORK (6 pages maximum)

Based on the available existing information, the Proposal shall clearly communicate the approach to accomplishing the Work. The Proposer should communicate their understanding of the Project through a discussion of the project requirements, and through the articulation of criteria and/or resources required to resolve the major issues to complete the project. The Proposal shall demonstrate understanding of key issues and how the project team will interface with DSRSD staff to develop a recommended solution. The approach should further describe how each phase of the project will be managed to accommodate and incorporate DSRSD staff input required for the project.

E. SCOPE OF WORK (8 pages maximum)

The scope of work described in Section 3.0 is a draft and scope items listed are typical. It is DSRSD's expectation that the Proposer will use their expertise to customize each task (including a further breakdown into subtasks) to improve DSRSD's ability to achieve the project goals in a cost-effective manner. Based on their experience, the Proposer may identify additional elements needed to meet the project goals.

The scope of each task shall be completely defined by the Proposer. At a minimum, the Proposer shall define: (1) purpose or overview of the task/subtask; (2) suggested approach to deliver task/subtask; (3) assumptions made while defining task requirements; (4) deliverables that DSRSD can expect to receive as a result of performing this task, including any time allotted by DSRSD for the review of such deliverables; and (5) potential challenges in completing the tasks or meeting any schedule milestones.

The SOW shall consist of a detailed and comprehensive description of each of the proposed work tasks. The description of work tasks shall include the proposed methodologies, rationale, procedures, techniques, and/or equipment to be utilized in this Project, complete with any necessary diagrams, maps, equations, or attachments. Information on any optional items proposed by the Proposer shall be incorporated in this section.

F. MASTER AGREEMENT FOR CONSULTING SERVICES

The selected firm will be required to enter into a standard Agreement with the District (Attachment A). Any issues concerning the Agreement should be noted in the respondent's proposal. The District may consider revisions requested by respondent but is under no obligation to make such revisions. Indemnification and insurance provisions express District policies, and proposed revisions seeking to modify or limit these are unlikely to be accepted. Submission of a proposal shall constitute acknowledgement, upon which DSRSD may rely, that a firm has thoroughly examined and is familiar with the Agreement. Failure or neglect of a firm to receive or examine the agreement shall in no way relieve them of any obligation with respect to their proposal or the Agreement. The selected firm shall, at no cost to DSRSD, obtain and maintain, during the term of the Agreement, the insurance amounts listed in the Agreement.

G. ESTIMATED LEVEL OF EFFORT (2 pages maximum)

The Estimated Level of Effort shall be a maximum of two (2) pages. The preparation of the Estimated Level of Effort on 11"x17" paper in landscape format is acceptable. As required, the Proposal should describe the basis for the number of hours allocated for each task.

The Estimated Level of Effort shall include a breakdown of the work by phase, task and subtask. For each phase, task and subtask, the Proposer shall characterize the level of effort by detailing the estimated number of person-hours, categorized by each Project Team member, title and role.

Please be advised that DSRSD is not interested in an estimated level of effort that excessively discounts the actual anticipated level of effort for the requested services. If DSRSD determines (at its sole discretion) that the level of effort included in the Proposal are unacceptably below industry norms or Proposer's estimated level of effort are substantially or unacceptably lower than other Proposals, DSRSD may (at its sole discretion) either declare that Proposal to be non-responsive or seek additional detailed information from that Proposer concerning its assumptions, prior to rendering a decision on the Proposal's responsiveness.

H. APPENDICES

Appendix A – Resumes of Project Team

Provide resumes for all Project Team members, including subconsultants. Resumes should include the following:

- Role/Responsibility in the project described in this RFP
- Project experience applicable/similar to the project described in this RFP
- Years of experience
- Education
- Registration(s)/License(s)
- Firm/company of current employment and office location
- Current title/position

I. FEE ESTIMATE (2 pages maximum)

Submit a Fee Estimate, in PDF format, as a separate file from the contents of the proposal (i.e., Sections A through H, as summarized above). The fee estimate shall be a maximum of two (2) pages (excluding rate schedules). The preparation of the Fee Estimate on 11"x17" paper in landscape format is acceptable.

The Fee Estimate shall include the following:

- Total fee, including all expenses and estimated staff time (hours) by task and job title, required to complete the scope of work. No markup is allowed on direct expenses.
- Breakdown of fee by phase, task and subtask. For each phase, task and subtask, the Proposer shall characterize the level of effort by detailing the estimated number of person-hours, categorized by Project Team member, title and/or role.
- Hourly Rate Schedule. The Proposer shall submit a current schedule of labor rates and equipment charges with the cost estimate. Hourly base rates for personnel, equipment, and subconsultants shall be all inclusive of overheads for staff overtime, per diems, mobilization of personnel and equipment, test equipment, laboratory testing, health and safety equipment, office services and equipment, mobile telephone and communication equipment and service, transportation costs, report preparation, permitting, meetings, administrative charges, subcontractors' time and equipment, and other miscellaneous expenses, as they apply to the project. Identify any impending changes to the rate schedule(s) that are expected to occur during the planned duration of the project.

Any assumptions and basis for the Proposer's fee estimate, including estimated drawing counts, shall be clearly noted in the Proposer's fee estimate.

Available Documentation:

The Draft for bid Design Documents including Drawings, Specifications, and construction schedule can be downloaded here:

<https://spaces.hightail.com/receive/hvJZbIUfEG>

6.0 CONSULTANT EVALUATION AND SELECTION CRITERIA*General*

DSRSD's selection committee (with assistance provided by outside advisors if desired by DSRSD) will review and evaluate the Proposals according to the requirements and criteria outlined in this section. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, DSRSD, at its option, may require that all or a limited number of Proposers participate in interviews. Selection will be made based on DSRSD's judgment as to which proposal best meets the project objectives and DSRSD's interest.

Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet the requirement of this RFP and may request clarification or additional information to remedy a failure.

Comparative Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Proposer's Understanding of the Project Requirements and Method of Approach

The Proposer's understanding of the project requirements, as demonstrated through clear and concise articulation of criteria required to resolve the major issues and to complete the project, and its approach/methodologies/strategies to accomplish the work.

Scope of Work

The discussion of the technical scope of work should contain the Proposer's technical approach to this project. This section should be thorough and complete enough to provide a clear delineation and logic on the development of individual tasks and subtasks, and how the Proposer intends to complete the SOW within the project constraints/schedule. It should describe project methods, work strategies, and may include considerations not provided for in this RFP but reflecting the Proposer's experience in handling similar situations on other projects or deemed necessary to meet the objectives of this RFP.

Project Team – Personnel Qualifications

Personnel qualifications will be ranked based on the technical experience of the individuals comprising the Project Team (i.e., years of experience, number and size of relevant projects, types of projects, etc.), and the appropriateness of the labor classifications assigned to each task. Technical competence to perform the work specified herein in a timely and cost-effective manner will be evaluated. Considerations include, but will not be limited to, general experience with projects similar in scope, the assignment of a knowledgeable project manager and the experience of key personnel.

Company Qualifications and References

References of similar work within the past ten (10) years, which best demonstrate the Proposer's abilities to accomplish the project in a professional, timely, and cost-effective manner. References and previous clients may be contacted as part of the evaluation of this criterion. Potential considerations include, but are not limited to,

project coordination, execution of project goals and scope, cost control, work quality, and completion of work on schedule.

Exceptions to the DSRSD Master Agreement for Consulting Services

Noted exceptions to DSRSD's standard Master Agreement for Consulting Services will be considered in the evaluation process.

Estimated Level of Effort and Fee Estimate

The Proposer's estimated personnel hours to be spent on each task element by each member of the consulting firm, including all subconsultants/contractors. The personnel hour breakdown shall be used to evaluate the Proposer's understanding of the labor requirements for each task of this project.

7.0 CONDITIONS FOR PROPOSERS

General

This solicitation does not commit DSRSD to pay any costs incurred in the preparation and presentation of submittals or to select any firm that responds. This solicitation covers only the work described herein and does not commit DSRSD to any work beyond that described.

The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections. Certain project background documents including drawings, specifications, and anticipated construction schedule are being made available (see section available Information for link to documents) for the purpose of preparing Proposals. DSRSD is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use.

Conflict of Interest

California laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with DSRSD, including affiliations and business and financial relationships such persons may have with DSRSD officers.

By filing a proposal, a Proposer certifies that no officer, agent, or employee of DSRSD who has a pecuniary interest in the RFP has participated in the contract negotiations on the part of DSRSD, that the Proposal is made in good faith, without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

Proprietary Information

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of DSRSD's business, including information submitted by the Proposer ("Records"), shall become the exclusive property of DSRSD and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et. seq.). DSRSD's use and disclosure of its records are governed by this Act. DSRSD will use its best efforts to inform the Proposer of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided to DSRSD.

The Proposer, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action brought or instituted by Proposer opposing disclosure of Records and shall indemnify and hold DSRSD harmless from all costs and expenses including attorney's fees and costs of litigation in connection with any such action.

DSRSD will have no liability to the Proposer or the Proposer's privity concerning disclosure of records in response to a request made in accordance with the California Public Records Act or other applicable law or in accordance with the direction of any subpoena duces tecum, or order of a court of competent authority, and the Proposer, on behalf of itself, and its privities waives, releases and fully discharges such liability.

Rights of DSRSD

In connection with this procurement process, including the receipt and evaluation of Proposals related to this Project and the award of a Master Agreement for Consulting Services, DSRSD reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Master Agreement for Consulting Services, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to DSRSD.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Proposer during the evaluation of its Proposal.

Obligation to Keep Project Team Intact

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to DSRSD, which at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Proposer's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at DSRSD's sole discretion), DSRSD may issue written addenda. DSRSD will email all addenda to the individuals identified in its acknowledgement to the RFP.

Protests

Any protest to a DSRSD action in connection with this procurement must be filed in writing no later than five (5) working days following such action and must be in strict accordance with DSRSD's applicable procedures and with applicable law.

ATTACHMENT A
MASTER AGREEMENT FOR CONSULTING SERVICES

MASTER AGREEMENT for CONSULTING SERVICES
WITH
Name of Consulting Firm

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____ by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California ("District") and [company name goes here](#) ("Consultant"), [company street address, city, state, zip, phone number go here](#);

WHEREAS, District requires professional [\(type of service\)](#) consulting services; and

WHEREAS, Consultant's principals are duly licensed [type of professional](#) in the State of California and Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional [type of service](#) consulting services; and

WHEREAS, District desires to engage Consultant for such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES.** Consultant shall perform assignments in accordance with the terms and conditions of this Agreement and written Task Orders issued from time to time by District to Consultant and accepted by Consultant. Each such Task Order shall include, but not be limited to: (i) a description of the services to be performed by Consultant, and the key personnel to be assigned by Consultant to the performance of the specific Task (who shall not be replaced without the prior written approval of the District, which shall not be unreasonably withheld); (ii) the time of performance for providing such services; (iii) maximum compensation payable for providing such services, provided that such compensation shall be payable pursuant to Paragraph 2 hereof unless otherwise expressly provided in the Task Order; (iv) District's source of funding; and (v) such other provisions as the parties deem appropriate or necessary to accomplish the purpose of the Task Order. To the extent not expressly modified by Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each Task Order.

Consultant is expressly authorized to continue, complete, and shall be compensated by District for all work authorized, approved and performed, prior to the effective date of this Agreement, under any prior agreement(s) or any Task Orders issued by the District pursuant thereto.

2. **COMPENSATION.** District shall compensate Consultant for all services performed by Consultant pursuant to Paragraph 1 in an amount equal to Consultant's hourly rates of charge for Consultant's personnel times the number of hours, or portions thereof, of services correspondingly performed by said personnel. Said rates of charge are set forth in Exhibit "A" hereof, attached hereto, and by reference incorporated herein. Said rates may be adjusted, from time to time, upon written approval of the District.

District shall reimburse Consultant for other expenses directly incurred in performing services hereunder, if any, described in Exhibit "A."

Compensation and reimbursement of expenses shall be payable by District within thirty (30) days upon receipt of billing by Consultant. Billing by Consultant to District shall not be more often than monthly for services corresponding to each Task Order. The billing shall include an itemized statement briefly describing the services rendered and costs incurred and the authorized amount remaining.

3. RECORDS. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant hereunder. Said records shall be available to District for review and copying during regular business hours at Consultant's place of business, or as otherwise agreed upon by the parties.

4. NON-ASSIGNABILITY. Consultant shall not subcontract, assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this agreement or any Task Order issued hereunder in any manner, without the express prior written consent of District, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant, upon District's written consent, from employing such independent consultants, associates, and subcontractors as may be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

5. STATUS. In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of District. All services provided pursuant to this Agreement shall be authorized by Task Order issued by the District's General Manager or his or her designated representative and signed by the Consultant.

6. PERIOD OF SERVICE. Unless extended by Task Order, this Master Agreement shall expire on _____, 20_____.

7. PERFORMANCE STANDARDS. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert technical and consulting services similar to those to be performed by Consultant hereunder, shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of a registered engineer in the State of California.

Any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished hereunder and, therefore, the fact that the District has accepted or approved the Consultant's

work shall in no way relieve the Consultant of these responsibilities.

8. TERMINATION. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, District shall compensate Consultant for services rendered to the date of termination, as the case may be, calculated in accordance with the provisions of Paragraph 2. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of District to terminate this Agreement for cause, or otherwise to exercise such legal or equitable rights, and to seek such remedies as may accrue to District, or to authorize Consultant to terminate this Agreement for cause.

9. TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS. All documents, work products, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except proprietary computer software purchased or developed by Consultant) obtained or prepared by Consultant pursuant to the terms of this Agreement, shall become the property of District. District and Consultant shall, from time to time pursuant to Task Orders, specify which materials Consultant shall deliver to District ("Deliverables"). Deliverables are intended to, and may, be relied upon by District, or others designated by District, where appropriate, for those purposes for which District requested their preparation, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Consultant will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to District ("Non-Deliverables") shall be retained by Consultant, but Consultant shall provide District access to such Non-Deliverables at all reasonable times upon District's request. District may make and retain copies of all Non-Deliverables, at District's expense, for information and reference. Unless otherwise specified in writing by Consultant, use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk.

10. COMPLIANCE WITH LAWS. In performance of this Agreement, Consultant shall exercise due professional care in compliance with all applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure all permits, certificates, and licenses necessary to allow Consultant to perform the Services specified herein. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant under a Task Order.

Consultant shall comply at all times with California Occupational Safety and Health Act

("OSHA") regulations regarding necessary safety equipment or procedures and shall take all necessary precautions for safe operation of its work, and the protection of its personnel and the public from injury and damage from such work.

11. NON-DISCLOSURE OF PROPRIETARY INFORMATION. Consultant shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Consultant by District in furtherance of this Agreement to be the District's proprietary information, unless said information is available from public sources other than District. Consultant shall not publish or disclose District's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of District or in response to legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that District shall determine and advise Consultant which documents, if any, are required to be disclosed under said Act.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement, and any Task Orders issued hereunder, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*

D. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain,

the following provisions:

A. Additional Insured Status: The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

B. Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

C. Umbrella or Excess Policy: The Consultant may use Umbrella or Excess Policies to provide liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

D. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

E. Waiver of Subrogation: Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

F. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

G. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

H. Claims Made Policies: If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

iii. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of contract work.

I. Verification of Coverage: Consultant shall furnish the District with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

J. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

K. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. INDEMNIFICATION. Consultant shall hold harmless, indemnify and defend District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, “Indemnitees”) from and against all claims for liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnitees, to the extent caused in whole or in part by the negligence, intentional tortuous acts or omissions, or willful misconduct of Consultant, its officers, employees or agents, in the performance of any services or work pursuant to this Agreement or any Task Order issued hereunder, excepting therefrom such liability, losses, or damage which was solely caused by the willful misconduct of Indemnitees. Consultant’s duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Consultant to indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.

A. In the event Consultant provides a defense pursuant to this Paragraph and

such action or other claim is resolved by a final judicial determination, which includes a finding that there was no negligence on the part of Consultant, its officers, employees or agents, District shall refund to Consultant all defense costs, judgments and/or amounts paid by Consultant on behalf of Indemnitees.

B. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Consultant, its officers, employees or agents and any Indemnitees(s), then District shall be responsible to pay that portion of the judgment attributed to Indemnities(s), and shall refund to Consultant a pro rata share of any defense costs expended on behalf of Indemnitees.

C. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is finally resolved by any other means than those stated in Paragraphs 13(a) and 13(b), or in the event Consultant fails to provide a defense to Indemnitees, Consultant and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Consultant and/or Indemnitees. In the event Consultant and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

D. Notwithstanding anything in this Section 13 to the contrary, Consultant shall not be liable for consequential or special damages pursuant to this Agreement or any Task Order hereunder, unless a final judicial determination is made, which includes a finding that the liability, losses, or damage were solely caused by the willful misconduct of Consultant, its officers, employees, or agents.

14. COVENANT AGAINST CONTINGENCY FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability or at District's discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

15. ECONOMIC DISCLOSURE. Upon District's determination that the services provided through this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any of its employees identified by District shall prepare and file an Economic Disclosure Statement(s) consistent with District's local conflict of interest code and the Political Reform Act.

16. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of any such paragraph and shall not be construed to change the meaning thereof.

17. WAIVER. A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SURVIVABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

19. INTEGRATION AND MODIFICATION. This Agreement, together with the Compensation Schedule setting forth Consultant's rates and charges and compensable expenses, attached hereto as Exhibit "A," is adopted by District and Consultant as a complete and exclusive statement of the terms of this Agreement between District and Consultant, except to the extent revised and/or implemented through issuance of Task Orders hereunder. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant, whether written or oral; *provided, however, that Consultant is expressly authorized to continue, complete, and be fully compensated by District for all work authorized, approved and begun, prior to the effective date of this Agreement, according to the terms of said agreement and/or any Task Orders issued by the District pursuant thereto.*

20. AMENDMENTS. This Agreement may be amended or supplemented by the parties by written agreement approved and executed in the same manner as this Agreement.

21. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the respective successors, executors, administrators, assigns, and legal representatives to the parties.

22. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

23. DISPUTE RESOLUTION. The parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination of mediation and thereafter proceed with whatever remedies it may choose in law or in equity.

24. NOTICES. All notices to be given hereunder shall be written, and shall be sent by

certified or registered mail, postage prepaid, addressed as follows:

To District: General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

To Consultant: [President or Officer to sign agreement](#)
[President/title of signing officer](#)
[Company name](#)
[Company street address](#)
[Company city, state, zip](#)

25. ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written.

DUBLIN SAN RAMON SERVICES DISTRICT, a
public agency

By _____
Jan R. Lee, General Manager

Attest:

Nicole Genzale, District Secretary

Consultant
(COMPANY, INC.)

President or Officer to sign agreement
President/title of signing officer

Exhibit A
to Master Agreement for Consulting Services
Consultant Billing Rates