



REQUEST FOR PROPOSALS

Progressive Design-Build (PDB) Services

Mocho PFAS Treatment Plant

Issued September 29, 2025

RFP No. 2025-25

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Background

1.1 Introduction

This Request for Proposals (RFP) for the Mocho PFAS Treatment Plant (Project) invites Proposals for Progressive Design-Build (PDB) services. Proposals shall follow the requirements set forth in this RFP, including the format and content guidelines described in Section 5. The Proposals will be reviewed and evaluated using the selection process described in Section 6. At the completion of the evaluation process, Zone 7 Water Agency (Agency) will select the highest ranked Proposer (PDB Entity) to enter into negotiations for award of the PDB Agreement.

In this RFP, unless the context requires otherwise, capitalized terms have the meanings as first used in the text of this RFP and/or as defined in Attachment A (Definition of Terms). Capitalized terms and acronyms which are used in this RFP but not defined in Attachment A have the meanings given in the PDB Agreement.

Using the PDB project delivery method, the PDB Entity will perform the design process and construct the Project in three phases.

1. **Preconstruction Phase:** The Agency will execute a contract with the PDB Entity to provide Preconstruction Phase Services (as generally described in Attachment B, Scope of PDB Services) in developing the design and pricing for the Project. During this phase, the PDB Entity will advance the design to the level of completion required to define the Project to the degree necessary for providing a construction schedule and a Guaranteed Maximum Price (GMP) to the Agency and construction-ready documents prior to the initiation of the Early Construction Phase or Construction Phase work (as applicable).
2. **Early Construction Phase(s):** In order to expedite the overall Project construction schedule, the Agency anticipates that up to two Early Construction Phase work packages may be authorized prior to (i) completing the Preconstruction Phase and (ii) commencing the Construction Phase. Examples of potential Early Construction Phase work packages may likely include construction related to site preparation and major equipment pre-purchase. The PDB Entity shall provide a GMP for each Early Construction Phase work package based on an Agency-approved "open book" procurement process and project schedules for executing each Early Construction Phase work package. The GMP will include the cost of the Early Construction Phase work package(s), including cost of the work, General Conditions costs, contingencies, PDB Entity fee, and premiums for bonds and insurance, which will be authorized through one or more Early Construction Phase Amendment(s) to the PDB Agreement. To the extent any Early Construction Phase work constitutes Construction work, all PDB Agreement

requirements applicable to the Construction Phase will be applicable to the Early Construction Phase work.

3. **Construction Phase:** The Preconstruction Phase and the Early Construction Phase will run simultaneously while the Agency and PDB Entity prepare for the Construction Phase. Once the remainder of the design for the Project (i.e., the portions of the work not completed as Early Construction Phase work) reaches approximately 60 percent completion, the PDB Entity will present to the Agency a project schedule and GMP, similarly based on an Agency-approved "open book" procurement process, for the remainder of the Construction work through commissioning and start-up. The GMP will include the cost of the Construction Phase work through commissioning and start-up, including cost of the work, General Conditions costs, contingencies, PDB Entity fee, and premiums for bonds.

Should the Agency and PDB Entity agree on the GMP for the Construction Phase work, the remaining work will be authorized and initiated following Agency Board approval of an amendment to the PDB Agreement. The PDB Entity will procure all subcontractors and vendors, and will be responsible for the Project's construction, startup, commissioning, operator training, performance testing, and warranty services as described in the PDB Agreement. Should the Agency and the PDB Entity be unable to agree on a price for Construction Phase Services, the Agency reserves the right to terminate the existing PDB Agreement and begin negotiations with another PDB Entity or complete the design and prepare construction documents for public bidding of the Project.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to potential Proposers that have provided notice to Agency under Section 4.1. **It is each Proposer's responsibility to obtain all RFP addenda prior to submitting its Proposal.**

In no event will the Agency be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 Request for Proposals Organization

This RFP consists of the following sections and attachments:

- Section 1: Background.
- Section 2: Project Overview.
- Section 3: PDB Services.
- Section 4: Procurement Process.
- Section 5: Proposal Submittal Requirements.
- Section 6: Proposal Evaluation and Selection.
- Section 7: Miscellaneous.
- Attachment A: Definition of Terms.

- Attachment B: Draft Scope of PDB Services.
- Attachment C: PDB Agreement and PDB Agreement Exhibits.
- Attachment D: Administrative and Technical Proposal Forms.
- Attachment E: Fee Proposal Form.
- Attachment F: Project Technical Requirements

The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections.

1.3 Reference Document Library

Reference Documents relevant to the Project will be available to provide further information for preparation of Proposals. Recipients of this RFP can access the Reference Documents through the Document Library via the link below.

<https://www.dropbox.com/scl/fo/kewm4gvxdicy67n61vyy4/AKIH-0W60wy9UL32pvLkbEs?rlkey=ht51cmoltgvcczda7z0mjniav&st=ygy6ol29&dl=0>

The Agency has attempted to provide the most relevant and accurate information, however there may be additional information not provided. If a potential Proposer submits a request for additional relevant information that is readily available to the Agency, the Agency will obtain such information and post it in the Document Library and will notify the Proposers of its availability.

The Agency is providing the Reference Documents within the Document Library solely for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the PDB Entity may rely on such Reference Documents is set forth in the PDB Agreement.

1.4 PDB Delivery Approach Goals

The Agency has selected the PDB project delivery approach due to the model's ability to address the following goals:

- **Early Contractor Involvement:** Harness construction knowledge early in the Project to inform key decisions regarding design, construction approach, cost estimates, sequencing, early work packages, etc.
- **O&M Coordination:** Efficiently and safely construct the Project improvements in accordance with agreed-upon operations and maintenance objectives identified during the Preconstruction Phase, while maintaining continuous, compliant operation of other Agency facilities.
- **Collaboration:** Establish and maintain a collaborative environment among the Agency and PDB Entity as the Project is designed and constructed.
- **Constructability/Value Engineering Input:** Incorporate integrated constructability and value engineering throughout the Project.
- **Quality:** Deliver the Project in a manner consistent with the Project design and specifications.

- **Cost:** Minimize initial capital and life-cycle costs.
- **Schedule:** Achieve substantial completion of the Mocho 3 and 4 switchgear replacement by October 31, 2027. Achieve substantial completion of the Project by June 2028. Achieve final completion, including commissioning, start-up, and performance testing by August 2028.
- **Risk:** Achieve an optimal balance of risk allocation between the Agency and the PDB Entity.
- **Safety:** Implement a comprehensive safety program that incorporates industry's best practices.

2 Project Overview

2.1 General Background Information

Zone 7 is one of ten active zones of the Alameda County Flood Control and Water Conservation District, and is a special district established by State legislature in 1949. Zone 7 was established by popular vote of the residents of the Livermore-Amador Valley in 1957 under an amendment to the District Act.

Zone 7 provides drinking water to over 250,000 customers within a service area of approximately 425 square miles in eastern Alameda and Contra Costa Counties. Drinking water is supplied to four retailers: California Water Service Company, City of Livermore, City of Pleasanton and Dublin San Ramon Services District. Approximately 80 percent of Zone 7's drinking water supply is from the State Water Project (South Bay Aqueduct and Lake Del Valle), with the remainder supplied from local groundwater sources (Livermore-Amador Groundwater Basin), which Zone 7 is responsible for managing. Raw water from the South Bay Aqueduct is delivered to agricultural areas primarily located in the City of Livermore.

As the major water supply agency in eastern Alameda County, Zone 7 has an ongoing commitment to planning for existing and future needs, implementing needed projects, maintaining an efficient and reliable water delivery system, and providing a quality product and service to the community.

Zone 7's production wells are relied upon to meet the region's drinking water demand and to meet Zone 7's reliability goals, with wells providing the primary supply during droughts or emergencies. The Mocho wells represent upwards of 40% of the Zone 7 total well production capacity and require PFAS treatment to meet this production requirement.

2.2 Project Background and Description

For the past several years, Zone 7 has strategically and proactively invested in critical infrastructure to remove per- and polyfluoroalkyl substances (PFAS), commonly known as "forever chemicals," from groundwater supplies used for drinking water in the Tri-Valley.

As part of this proactive effort to continue providing drinking water that meets or exceeds state and federal regulatory standards, Zone 7 is developing the Mocho PFAS Treatment Plant and rehabilitating aging infrastructure of the Mocho wells to enable PFAS removal from this wellfield. The project will restore the production capacity and water supply reliability of the Mocho wellfield in Pleasanton to support continuous water delivery to the region. It will also remove operational constraints on the Mocho Groundwater Demineralization Plant (MGDP) which helps remove salt from the groundwater basin.

To help address PFAS in the Mocho wellfield, a new centralized treatment facility (Mocho PFAS Treatment Plant) located at the Mocho Well 3 site has been identified as the preferred approach. Options for design and construction of this facility and the removal of PFAS from the wellfield water vary, and may include:

- PFAS and salt removal through MGD reverse osmosis (RO) trains, and the Mocho PFAS Treatment Plant removing PFAS from the water bypassing the RO trains, as shown in Figure 1 below:

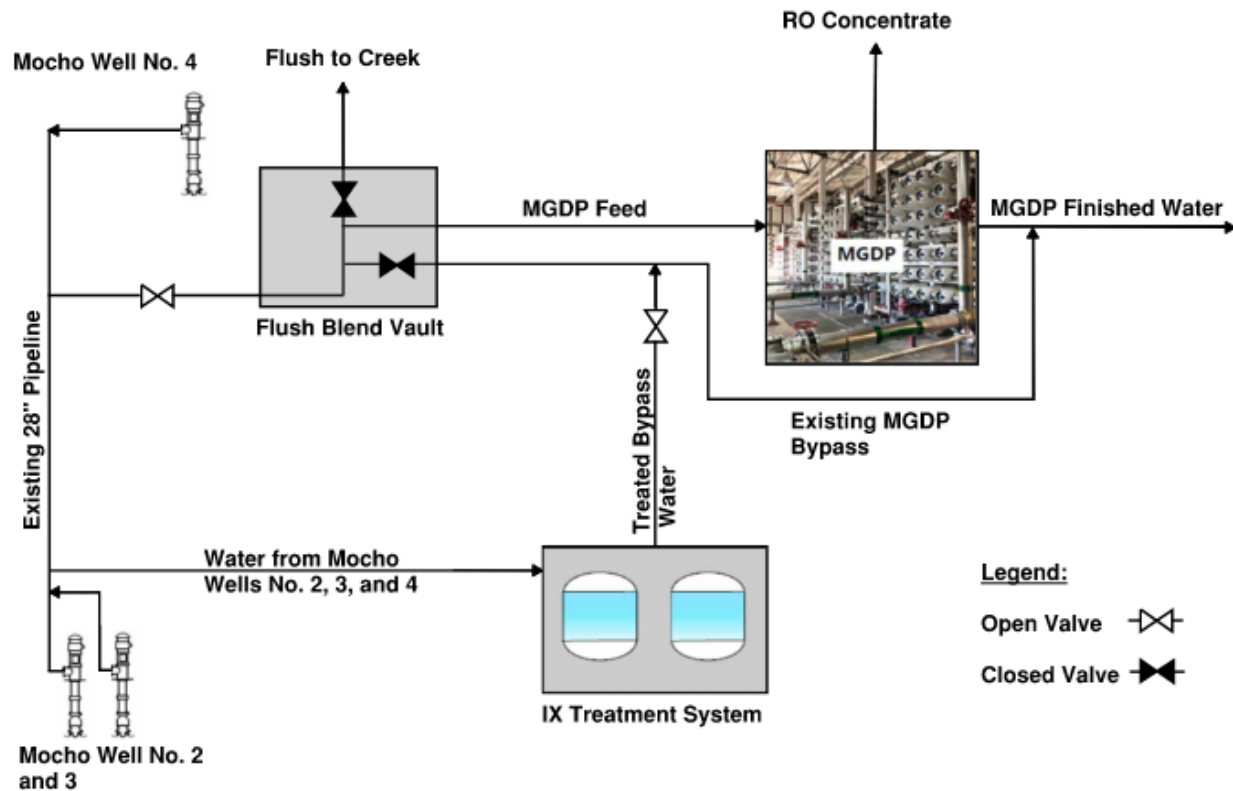


Figure 1. Process flow diagram for PFAS treatment from MGD and the Mocho PFAS Treatment Plant

- PFAS removal from all of the wellfield water through the Mocho PFAS Treatment Plant, with MGD continuing to operate for salt removal from the groundwater basin, as shown in Figure 2 below:

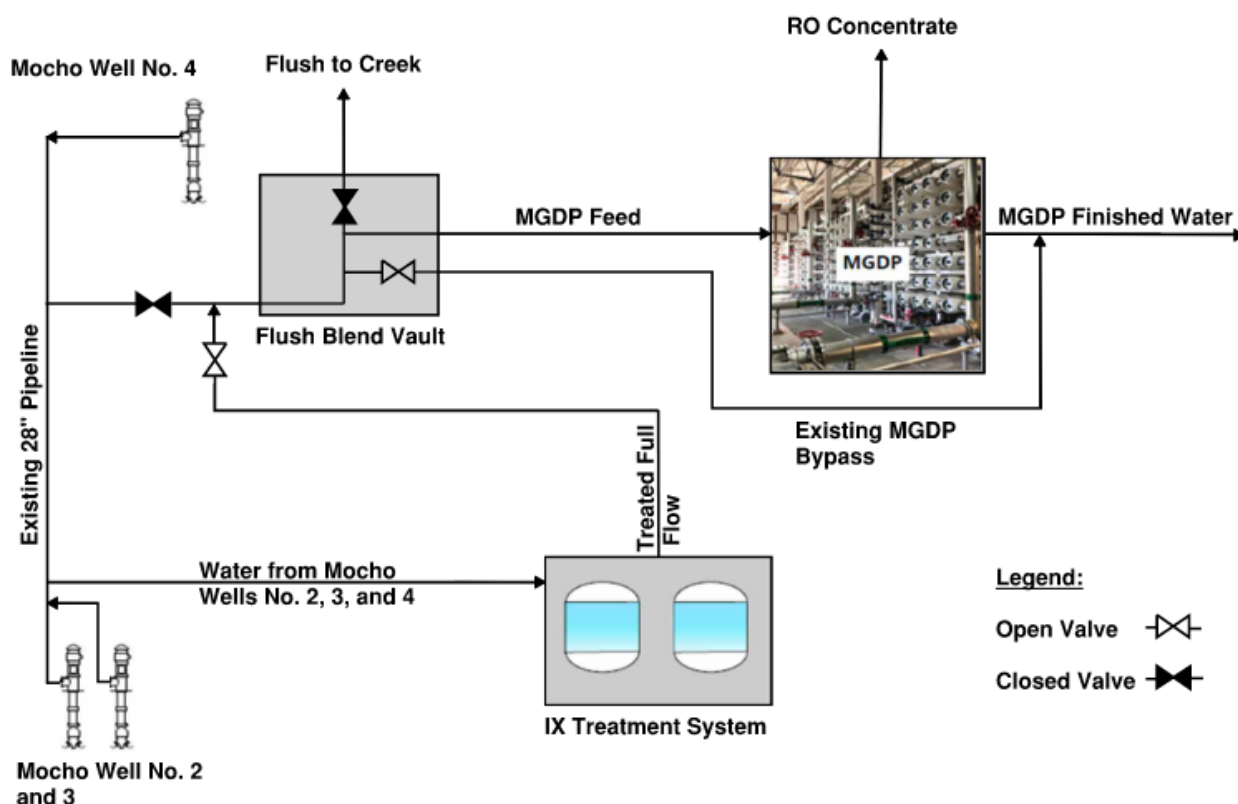


Figure 2. Process flow diagram for full PFAS treatment from the Mocho PFAS Treatment Plant

The primary difference between these options is the treatment capacity of the Mocho PFAS Treatment Plant and what future modifications are planned for to address if PFAS are removed through RO trains.

Due to the increased head loss through the new treatment plant and conveyance pipelines, additional modifications are to be included to maintain the anticipated range of well flows and operational feed conditions for MGD. Proposer to also assess the existing pipelines for pressure capacity and provide recommendations for required improvements. These modifications will be wholistically evaluated across this wellfield and will include both the replacement of the aging pumps at Mocho Well No 2, 3, and 4, and the expansion of MGD to its initially anticipated full buildout capacity.

Ion exchange (IX) media in pressure contactors has been identified as the treatment technology for the new Mocho PFAS Treatment Plant. This technology was selected to help control the visual impact to the surrounding community, reduce the footprint of the new facilities, and provide process consistency with other existing Zone 7 PFAS treatment plants. Pressure contactors may be able to accept some of the new and innovative PFAS treatment media being developed, once they become commercially viable, economically attractive, and supported by regulators. The IX media will be protected from solids through a pre-treatment system (e.g. cartridge filters). Facilities

to support the removal and replacement of the IX media once exhausted will also be provided.

To help integrate these water treatment improvements with the surrounding community, it is envisioned that the new equipment could be enclosed within secured walls or a building and landscaping be added to help with screening and to beautify the site.

The overall site will require additional electrical capacity and stormwater management, in addition to modifications to the existing trails and pathways.

2.3 Project Cost and Financing

The anticipated cost of this project is \$35-\$51 million. In addition to existing and planned rate-based capital funds and past grant proceeds, the project could be funded by the issuance of bond instruments, additional grants or loans. Zone 7 was awarded a grant for \$1.2 million from the California Department of Water Resources for the Wells and MGD Electrical Modernization Project, which includes replacing the Mocho 3 and 4 switchgears, and is actively working to secure additional state as well as federal funding. Build America, Buy America (BABA) requirements are not anticipated at this time, however, this may be reevaluated during the Pre-Construction Phase as additional funding opportunities are explored. If federal funding is secured, BABA requirements will be included as part of the Early Construction Phase(s) and Construction Phase amendments.

2.4 Project Schedule

The table below provides tentative milestone dates for the major procurement and Project activities. Section 4.5 of this RFP provides a more detailed schedule for the procurement process.

Table 1 Project Schedule

Activity	Date
RFP Issuance	September 29, 2025
Proposals Due	1:00 p.m., November 21, 2025
Interviews	Week of December 15, 2025
Proposal Evaluation Complete / Negotiations Commence	January 5, 2026
PDB Agreement Negotiated	February 4, 2026
Board Award of Preconstruction Services	February 18, 2026
PDB Team Notice to Proceed 1	March 16, 2026
Project Substantial Completion	June 2028
Project Final Completion and Acceptance	August 2028

3 Progressive Design-Build Services

As noted in Section 1 and more fully described in Attachment B (Draft Scope of PDB Services), the PDB Entity will provide services in three distinct phases.

3.1 Preconstruction Phase Services

In general, the Preconstruction Phase Services consist of Project design activities and the concurrent advancement of the Project cost model in order to establish GMPs for Early Construction Packages and the balance of the Project's construction. Key activities include constructability reviews, value engineering, and the continuous refinement of the Project design and cost estimates in coordination with Agency long-term operations, maintenance and capital preservation objectives for the Project.

3.2 Early Construction Phase Work

In general, the Early Construction Phase work includes the final design and construction of those Project elements identified during the Preconstruction Phase that will be constructed in advance of the completion of the overall design and construction of the balance of the Project work.

3.3 Construction Phase Work

In general, the Construction Phase work includes the final design and construction of the balance of the Project work, and the commissioning, start-up and acceptance testing of the Project as a whole.

4 Procurement Process

4.1 Acknowledgment of Request for Proposals and Proposer Representative

Each potential Proposer should provide the Agency, within five days of receipt of this RFP, an acknowledgment that it has received the RFP and is a potential Proposer. Such acknowledgment shall identify and provide full contact information for a proposer representative, who shall be the Proposer's single point of contact for the receipt of any future documents, notices and addenda associated with this RFP (Proposer Representative). Such acknowledgment must be transmitted by email to the Agency Contact identified in Section 4.4 of this RFP.

4.2 Questions and Responses Regarding the Request for Proposals

Proposers shall review the RFP and any addenda issued by the Agency and request written clarification or interpretation of any perceived error, or of any provision that the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretation(s), and to examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the Agency.

Potential Proposers may submit questions regarding the RFP to the Agency Contact on or before each deadline to submit questions listed in Section 4.5, or such later date(s) as may be specified in an addendum. The Agency will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a potential Proposer to the Agency Contact by electronic transmission in the prescribed format.

The Agency may elect not to respond to any such clarification requests received after the relevant deadline. The Agency will publish questions and responses regarding this RFP without attribution to the requestor as part of periodic addenda to this RFP. To the extent responses are provided, they will not be considered part of the PDB Agreement, nor will they be relevant in interpreting the PDB Agreement, except as expressly set forth in the PDB Agreement.

Questions and comments to the RFP shall: (a) be submitted to the Agency Contact (Section 4.4) electronically in writing in a format compatible and readable in Microsoft Word; (b) be sequentially numbered; (c) identify the document (e.g., the RFP, specific RFP Attachment, etc.); (d) identify the relevant section number and page number or, if it is a general question, so indicate; and (e) not identify the potential Proposer's identity in the body of the question or contain proprietary or confidential information.

Questions may be submitted only by the Proposer Representative (Section 4.1), and in accordance with the deadlines identified in Section 4.5. Submittals must include the requestor's name, address, telephone numbers, and the Proposer they represent. The Agency will only provide responses to the Proposer Representative.

The questions and the Agency's responses will be in writing and will be delivered to all identified Proposer Representatives. The Agency may rephrase questions as it deems appropriate and may consolidate similar questions. The Agency may also create and answer questions independent of the potential Proposers' questions. The Agency may issue multiple sets of responses at different times during the procurement process however it intends to issue a batch of responses after each question submittal deadline. Except for responses to questions relating to the issuance of addenda to the RFP, the Agency anticipates that the last set of responses will be issued no later than ten days before the Proposal Submittal Deadline.

Potential Proposers may, but are not required to submit revised drafts, in redline, of the RFP, or any portion thereof, in connection with the submission of their comments/questions per RFP version issued. Subject to the Public Records Act, the Agency will not circulate such revised drafts submitted or make such revised drafts public. The Agency will not respond to any such revised drafts, and the Agency is not obligated to review any such revised drafts. However, the Agency may consider the proposed revisions as it considers and prepares any addenda.

Proposer is to provide its exceptions and/or deviations, if any, to the sample contract and insurance requirements, with its Proposal; however, Zone 7 reserves the right to not accept any exceptions and/or deviations. If the Proposer does not provide its exceptions and/or deviations, Proposer accepts the terms and conditions as set forth in the attached sample contract and insurance requirements (Attachment C). Proposer agrees that if selected by Zone 7 as the successful Consultant, it will enter into this contract, including accepted deviations and/or exceptions, if any, with Zone 7 containing the terms and conditions as set forth in the attached sample contract and insurance requirements (Attachment C).

4.3 Form of Agreement and Addenda

Neither this RFP nor the Proposal shall constitute a contract with the Agency. No contract is binding or official until Proposals are reviewed and accepted through appropriate levels of Agency authority, an official PDB Agreement is duly awarded by the Agency to the selected Proposer, and the PDB Agreement is executed by the Agency and the selected Proposer.

A draft version of the PDB Agreement is included in Attachment C for review and comment by potential Proposers. Each potential Proposer shall review the Draft PDB Agreement and may provide the Agency with questions, comments, and proposed edits as provided in Section 4.2. The Agency will review all questions and comments timely received, and, in its sole discretion, may choose to modify the PDB Agreement through an addendum providing a revised form of PDB Agreement.

Proposers should anticipate that the Agency and the selected Proposer will contract for Preconstruction Phase Services under the terms in the Draft PDB Agreement in the RFP, including all addenda. Proposals shall be submitted without reservations, qualifications,

conditions or assumptions other than the scope and pricing assumptions provided with the Proposal and expressly called for and allowed under this RFP. Any Proposal that assumes or would require material changes to the Draft PDB Agreement not contemplated by the Draft PDB Agreement, as determined by the Agency, in its sole discretion, may result in the Agency's rejection of the Proposal as non-responsive.

The Agency does not anticipate issuing any addenda later than ten days before the Proposal Submittal Deadline. However, if the need arises, the Agency reserves the right to issue addenda after such date. If the Agency finds it necessary to issue an addendum after such date, then any relevant processes or response times necessitated by the addendum will be set forth in a cover letter to that specific addendum.

4.4 Communications With Agency Contact

Mariza Sibal will act as the Agency Contact and shall administer the RFP process. All communications shall be submitted by email and shall specifically reference this RFP. All communications should be directed to the Agency Contact as follows:

Mariza Sibal
Project Manager
Zone 7 Water Agency
msibal@zone7water.com

Proposers may not rely on any communications from the Agency Contact or any other individual unless it is provided in writing in the form of an addendum to this RFP. No contact with Agency staff or any public official concerning the Project during the procurement process outside of any pre-proposal meeting is allowed. Agency may, in its sole discretion, disqualify from this procurement any Proposer that violates these rules of contact.

4.5 Procurement Schedule

The tentative procurement schedule is shown on Table 2.

Table 2 Tentative Procurement Schedule

Activity	Date
RFP Issuance	September 29, 2025
Pre-Proposal Meeting and Site Visit	October 23, 2025
Confidential One-on-One Meetings	October 27 and 30, 2025
RFP Questions Due	1:00 p.m., October 30, 2025
Proposal Submittal Deadline	1:00 p.m., November 21, 2025
Proposer Ranking and Short-List	December 11, 2025
Short-List Interviews	Week of December 15, 2025
Selection Announcement	January 8, 2026

Preconstruction Services Contract
Award/Notice To Proceed 1

March 16, 2026

4.6 Pre-Proposal Meeting and Site Tour

The Agency will conduct a pre-proposal meeting for those interested in responding to the RFP. At this meeting, the Agency will offer information about the Project and the procurement process. **Attendance at this meeting is mandatory.**

The meeting will be held in person at **100 North Canyons Parkway, Livermore, CA** on **October 23, 2025, at 8:00 – 10:00 a.m.**

4.7 Confidential Meetings

The Agency will offer a 90-minute one-on-one meeting with each Proposer prior to the Proposal Submittal Deadline, with the purpose of such meeting being to give each Proposer, in a confidential setting, an opportunity to: (a) ask questions to gain a better understanding of the requirements and expectations of the Agency, details of the Project scope, and any other issues or concerns that the Proposer may have about the RFP; (b) allow the Proposer to share their project approach ideas and to obtain input from Agency; and (c) discuss comments pertaining to the Draft PDB Agreement.

Because of the nature of these meetings, the agenda, meeting minutes, and any follow-up discussions or communications will be disclosed only in accordance with Section 4.2 of this RFP. No information resulting from these meetings shall act to modify the RFP unless such modifications are made by Addendum. While the discussions during the meetings are intended to be confidential, nothing shall preclude the Agency from exercising any rights that it has under this RFP, including the right to issue a clarification or revision of the RFP as a result of what is discussed in such meetings. Nothing herein shall be construed to preclude the Agency from speaking with any Proposer at any time prior to the opening of the Proposals, and the Agency expressly reserves all such rights to do so.

4.8 Guarantors

A guaranty of PDB Entity's obligations under the PDB Agreement shall be required where:

1. PDB Entity's organization is a newly formed corporation or a limited liability entity.
2. Proposer (or an Equity Member, if Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure.
3. The form of the Proposer's organization changes after submittal of its Proposal and the Agency determines, in its sole discretion, to require a Guarantor as a condition to approving such change.

4. After submittal of its Proposal, Proposer's financial capability adversely changes, as determined by the Agency, in its sole discretion.
5. Following review of the financial information provided in Appendix B to the Proposal, the Agency determines, in its sole discretion, that a Guarantor is needed.
6. The Proposal includes financial information for a parent company, affiliate or other entity to demonstrate financial capability of Proposer or an Equity Member.

In the event a guaranty is required, it must come from the ultimate parent or another entity acceptable to the Agency, in its sole discretion.

5 Proposal Submittal Requirements

5.1 Submittal Place and Deadline

Proposals must be submitted electronically to the Agency Contact provided in Section 4.4 and received by the Agency no later than the date and time stated in Table 2, the Proposal Submittal Deadline.

The Agency will not accept any late Proposals. Each Proposer assumes full responsibility for timely delivery of its Proposal.

5.2 Submittal Format

Parts 1 through 5 of the Proposal (see Section 5.3) must not exceed a combined total of **50** (8-1/2 by 11-inch) pages. Top, bottom, and side page margins must be 1-inch or greater. This page limit excludes the transmittal letter, Part 6 of the Proposal, any index or table of contents, front and back covers, title pages/separation tabs, and required appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1-6.

5.3 Submittal Content

The content requirements set forth in this RFP represent minimum requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials, however, ***the Proposal should not contain standard marketing or other general materials.*** It is the Proposer's responsibility to modify any such materials that it wishes to provide so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter.
- Part 1: Executive Summary.
- Part 2: PDB Entity Profile.
- Part 3: Project Team.
- Part 4: Relevant Project Experience.
- Part 5: Project Approach.
- Part 6: Scope of PDB Services Enhancements and Baseline Schedule.
- Appendix A: Administrative and Technical Proposal Forms.
- Appendix B: Financial Information.
- Appendix C: Fee Proposal.
- Appendix D: Resumes.
- Appendix E: Bonding and Insurance Letters.
- Appendix F: Required Supporting Documentation.

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter on the Proposer's letterhead and signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter may include information deemed relevant by the Proposer in addition to the provisions included in the form. If Proposer is a joint venture, the letter shall be accompanied by a joint and several liability statement signed by an authorized representative for each member of the joint venture. The transmittal letter shall also include the project manager's name, title, and contact information.

5.3.2 Part 1 - Executive Summary

The executive summary (maximum **5** pages) must include a concise overview of the key elements of the Proposal and must summarize and refer to information in the Proposal concerning satisfaction of the Minimum Qualifications Requirements. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

5.3.3 Part 2 - PDB Entity Profile

A detailed and complete description of the PDB Entity must be provided in Part 2 of the Proposal. (The term "PDB Entity" can refer to either a single entity or a joint venture.) *Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in Part 3 of the Proposal.*

Part 2 of the Proposal shall consist of two sections as described below.

Part 2 Section A of the Proposal must include a detailed and complete description of the PDB Entity. Section A of Part 2 must include the following information:

- **General.** Provide general information about the PDB Entity, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), and years in business.
- **Legal structure.** Identify whether the PDB Entity is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
- **Project office location.** Identify where the PDB Entity intends to maintain its project office(s) and the location where the management of the construction work will occur.
- **Safety.** Provide for the current and past five years the PDB Entity's (or construction contractor's, if different) Experience Modification Rate (EMR) calculated by the National Board on Compensation Insurance or similar rating bureau.

Part 2 Section B of the Proposal must include the following additional information pertaining to factors or events that have the potential to adversely impact the PDB Entity's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments:** List and briefly describe any pending or past (within the past five years) legal proceedings and, if applicable, judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Agency. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the PDB Entity's general counsel.
- **Completion of contracts:** Describe the circumstances under which the PDB Entity failed to complete any contract within the past 5 years.
- **Violation of laws:** Describe the circumstances under which the PDB Entity has been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning employment discrimination or prevailing wages within the past 10 years and confirm that the PDB Entity has not been convicted or found liable of violating a state or federal law respecting the employment of undocumented immigrants within the past 5 years.

Part 2 Section B shall also include summary level information regarding the above. In addition, the Proposal must: (1) describe in detail the unfavorable factor or event and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments. Include the detailed responses in Appendix F (Required Supporting Documentation) of the Proposal.

Part 2 Section B shall also include the following:

- **Conflicts of Interest.** Provide the information required by Section 7.3.1 and the Agency's Conflict of Interest requirements (COI). If no actual, apparent, direct or indirect, or potential conflict of interest exists that requires disclosure under the COI, include a statement to that effect.
- **Political Contribution Disclosure.** Provide information regarding campaign contributions made as required by Section 7.3.2, including the dates and recipients of such contributions and the amounts of such contributions. If no contributions have been made, include a statement to that effect.

The Proposer must notify the Agency of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before executing the PDB Agreement).

5.3.4 Part 3 - Project Team

Describe the composition, organization, and management of the Project Team in two separate subsections.

Part 3 Section A of the Proposal shall describe the PDB Entity and other firms performing services under direction of the PDB Entity (e.g., subcontractors, subconsultants, etc.) included in the Project Team, and specifically shall:

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team and describe the scope of the PDB Entity's and each such firm's services and responsibilities during the Preconstruction Phase and, if those firms have been identified, the Early Construction Phase and Construction Phase. Include each firm's name, location of business, California contractor license number, and public works contractor registration number, as applicable.
- If applicable, identify the Project Guarantor and describe its relationship to the PDB Entity and its Project responsibilities.
- Provide Preconstruction, Early Construction and Construction Phase organizational charts showing the reporting relationships and responsibilities of the PDB Entity and any other firms and describe the PDB Entity's approach to the management of such firms.

Part 3 Section B of the Proposal shall include information regarding the Key Personnel of the Project Team and specifically shall:

- Identify all Key Personnel (as defined in Attachment A (Definition of Terms)) and their firm affiliations on the Project Team and describe their specific responsibilities during the Preconstruction, Early Construction and Construction Phases of the Project.
- Provide Preconstruction, Early Construction and Construction Phase organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations).
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide the following information for up to three current or completed projects for each of the Key Personnel:
 - Project name, location, and brief description of project including its size, scope and complexity.
 - Description of the individual's position and responsibilities on the projects.
 - Relevance of the project experience to the work required for this project including project delivery methods, such as PDB or similar collaborative contracting methods (e.g., progressive design-build).
 - Contact information for each project including owner and firm employing the individual.

Any change in the firms or Key Personnel included in the Proposal prior to the execution of the PDB Agreement will require Agency approval.

5.3.5 Part 4 - Relevant Project Experience

Describe the performance history and experience of the PDB Entity and other firms performing services under direction of the PDB Entity (e.g., subcontractors, subconsultants, etc.) included in the Project Team on projects of similar scope and complexity. The Agency is particularly interested in the PDB Entity and its team's experience constructing advanced treatment projects. Please provide details on the type of treatment systems and team's experience with projects possessing the following characteristics:

- Media based groundwater contaminant removal, ideally single-use ion exchange for PFAS removal
- Medium voltage electrical systems modernization and Pacific Gas and Electric Company (PG&E) coordination
- Well pump replacement, well inspection, and well rehabilitation
- Membrane desalination, reverse osmosis, or nanofiltration

Relevant project experience shall be demonstrated by the Proposal's inclusion of descriptions for up to five reference projects each which contain at least the following information:

- Description of the project showing relevance to this Project
- Project owner reference and contact information
- Role of PDB Entity
- Names of firms and Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each
- Contract value
- Year started and year completed
- Description of the project showing relevance to this Project
- Project successes and/or lessons learned
- Names of firms and Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each

In addition, the Proposal shall include a one-page summary table to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects provided, clearly identifying any prior working relationships of the Project Team.

5.3.6 Part 5 - Project Approach

Provide a description of the PDB Entity's approach for managing and performing its services during the Project's Preconstruction, Early Construction, and Construction Phases. The Project Approach shall include the items enumerated below, *and where*

applicable, should also contain brief examples of the PDB Entity's execution of these approach elements on prior projects, ideally those projects identified in Part 4 of the Proposal.

1. A discussion of how a collaborative relationship with the Agency's project management and operations and maintenance staff would be established during Preconstruction Phase development, scheduling, cost estimating and risk management, and the specific communications approach and protocol among PDB Entity and Agency that will be established and followed.
2. A discussion of how the design and construction processes will interface, including how constructability issues, construction document packaging, value engineering and risk issues will be addressed.
3. A description of the process for developing Early Construction Phase work packages for construction and/or equipment purchase.
4. A discussion of how decisions will be made regarding the PDB Entity's self-performance of Early Construction Phase work and Construction Phase work vs. utilization of subcontractors and the benefits to the Agency of the approach.
5. A description of the process for developing the GMP proposal at the 60 percent design completion (defined by the Agency), including the PDB Entity's approach to establishing PDB Entity and Agency-controlled contingencies.
6. A discussion of the process to be executed by the PDB Entity to identify and realize Project cost savings should the 60 percent GMP present affordability challenges for the Agency.
7. Identification of the key Project risk factors and the approach for mitigation.
8. A narrative on the approach to delivering a quality project.
9. A discussion of the specific approach to meeting schedule(s) as well as approaches to mitigate schedule slippage.
10. A discussion of the PDB Entity's approach to GMP adherence and the "Open Book Basis" process during the Early Construction and Construction Phase.

5.3.7 Part 6 - Scope of Progressive Design-Build Services Enhancements and Baseline Schedule

Based on the Scope of PDB Services provided in Attachment B (Scope of PDB Services), the Proposer should clearly identify any additional and/or optional task(s), deliverables, and/or unique approaches that the Proposer believes will provide benefit or value to the Agency. Proposers should also identify any assumptions regarding level of effort (e.g., number/duration of meetings, number of drafts of deliverables, etc.) that would be required for the enhancements identified.

In addition, Part 6 of the Proposal shall also include:

- A table that identifies all deliverables to be prepared and meetings convened under the Scope of PDB Services for the Preconstruction Phase.

- A Baseline Preconstruction Phase Project Schedule that identifies the sequencing and duration of the Preconstruction Phase tasks contained in the Scope of PDB Services. (Attachment B, Section I).

Note: Using the task sequencing and duration information provided in the Baseline Preconstruction Phase Project Schedule as well as the final Scope of PDB Services (Preconstruction Phase), the Preconstruction Phase Project Schedule will be developed in coordination with the Agency following selection of the PDB Entity. See Attachment B, Section I (Scope of PDB Services – Preconstruction Phase).

5.3.8 Appendix A (Administrative and Technical Proposal Forms)

The Proposer shall complete the following forms included in Attachment D and include them in Appendix A (Administrative and Technical Proposal Forms):

- Form 1: Non-Collusion Declaration.
- Form 2: Public Works Contractor Registration Certification.
- Form 3: Build America, Buy America Certification.
- Form 4: Equal Employment Opportunity Certification.
- Form 5: Use of Contract Funds for Lobbying Certification.
- Form 6: Debarment and Suspension Certification.
- Form 7: Insurance Company Letter of Intent.
- Form 8: Surety Letter of Intent.
- Form 9: Guarantor Commitment Letter.

5.3.9 Appendix B (Financial Information)

In Proposal Appendix B (Financial Information), provide audited financial statements for the PDB Entity for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. Financial statements shall include opinion letter (auditor's report), balance sheet, income statement, statement of cash flow, and footnotes. If the PDB Entity is a joint venture, LLC or partnership, also provide such financial statements for each Equity Member. If a Project Guarantor is to be utilized, provide such financial statements for the Project Guarantor, accompanied by a signed Guarantor Commitment Letter included in Appendix A - Administrative and Technical Proposal Forms.

In addition, provide for each entity information regarding any material changes in its financial condition for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, provide a letter from the entity's chief financial officer or treasurer so certifying.

If audited financials are not available for an entity, the Proposal shall include unaudited financials for the entity, certified as true, correct, and accurate by the chief financial officer or treasurer of the entity.

5.3.10 Appendix C (Fee Proposal)

Provide a completed RFP Attachment E (Fee Proposal Form) as Proposal Appendix C (Fee Proposal). *Proposers should note that the information provided in the Fee Proposal will be incorporated into the PDB Agreement. See note in Section 6.4.*

The Fee Proposal consists of the following six components:

1. The Preconstruction Phase Services Fee is the not-to-exceed amount that the PDB Entity proposes as its maximum compensation for completing the Preconstruction Phase Services.
2. The Construction Phase work Fee Percentage is the proposed maximum percentage that will be used to determine the fixed amount that will be included in the GMP portion of the Early Construction Phase and Construction Phase work as total compensation for profit and overhead.
3. The Construction Phase work Subcontractor Mark-up is the percentage of the cost of the Early Construction and Construction Phase work that the PDB Entity proposes to charge for that portion of the Construction Phase work provided by subcontractors to the PDB Entity. *The Construction Phase work Fee (No. 2 above) is not applied to subcontractor-performed work.*
4. The Construction Phase work Major Equipment Mark-up is the percentage of the cost of the Major Equipment portion of the Early Construction and Construction Phase work that the PDB Entity proposes to charge. *The Construction Phase work Fee (No. 2 above) is not applied to the Major Equipment portion of the work.*
5. Preconstruction Phase Personnel Rates and Prices are the hourly rates and prices that shall apply for all personnel who will perform Preconstruction Phase Services, including Key Personnel, Subcontractors, and others.
6. Preconstruction Phase Other Direct Costs are the rates and prices that shall apply for all non-labor costs incurred during the execution of the Preconstruction Phase Services.

5.3.11 Appendix D (Resumes)

Provide resumes for all Key Personnel in Proposal Appendix D (Resumes). Resumes must be limited to two pages per individual and include:

- Academic and professional qualifications.
- Professional registration (as applicable).
- Experience as it relates to the Project and to the individual's specified role on the Project.

5.3.12 Appendix E (Bonding and Insurance Letters)

Using the forms provided in Attachment A (Administrative and Technical Proposal Forms) provide in Proposal Appendix E (Bonding and Insurance Letters):

- **Performance bonds.** A letter from the PDB Entity's surety to verify the ability of the of PDB Entity to secure (1) a performance bond in the amount of the Preconstruction Phase Services Fee (from Appendix C [Fee Proposal]), and (2) payment and performance bonds of at least \$50 million for Early Construction and Construction Phase work. Each surety providing a letter under this Section 5.3.8 must qualify as an Eligible Surety under the PDB Agreement. The letter must specifically state that the surety/insurance company is an admitted surety or insurer (approved by the California Department of Insurance) and has read this RFP and evaluated Proposer's backlog and work-in-progress in determining its bonding capacity.
- **Insurance (Preconstruction Phase Services).** A letter of intent from the PDB Entity's insurance company in the form included in Attachment D stating its ability to acquire and provide the following minimum limits for the required insurance, or a Certificate of Insurance showing that such insurance included in Attachment C is in place.

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of no less than VII, unless otherwise acceptable to the Agency and are duly licensed or authorized in California.

5.3.13 Appendix F (Required Supporting Documentation)

In Proposal Appendix F (Required Supporting Documentation), provide:

- Provide evidence of all required licenses held by the PDB Entity.
- Information identifying all of the owners of the PDB Entity (e.g., shareholders, members, partners, and the like) who hold an interest of 10 percent or more.
- As required by Section 5.3.3: (1) describe in detail any unfavorable factors or events and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments.

6 Proposal Evaluation and Selection

6.1 General

The Proposals will be reviewed and evaluated by the Agency's selection committee (with assistance provided by outside advisors, if desired by Agency) according to the requirements and criteria outlined in this Section 6. During the Proposal evaluation process, the Agency may submit written questions or requests for clarification to one or more Proposers regarding its Proposal or related matters as described in Section 4.2. A Proposer's 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, the Agency may require that all or a limited number of Proposers participate in interviews.

6.2 Responsiveness and Price Reasonableness

Each Proposal will be reviewed to determine whether it is responsive to the RFP based on the submittal requirements presented in Section 5 of this RFP. Failure to comply with the requirements of this RFP may result in rejection of the Proposal as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

The Construction Phase work Fee Percentage will be evaluated as discussed in Section 6.4 of this RFP. With respect to the Preconstruction Phase Services Fee, the analysis will take into consideration the Scope of PDB Services and the Preconstruction Phase Personnel Rates and Other Direct Costs in the Fee Proposal Form. The Agency may disqualify any Proposer that submits a Fee Proposal component that the Agency determines is unreasonable or unrealistic.

6.3 Minimum Qualification Requirements

Unless rejected as non-responsive or unreasonable per Section 6.2, each Proposal will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all of the following Minimum Qualification Requirements may be rejected:

1. Design and Construction Experience.

- a. Within the past ten (10) years, the PDB Entity or other firm(s) performing services under direction of the PDB Entity (e.g., subcontractors, subconsultants, etc.) must have successfully completed or substantially completed the design and new construction or upgrade of at least three (3) drinking water treatment facilities for municipal clients in the United States with a construction value of at least \$30,000,000; and
- b. Within the past ten (10) years, the PDB Entity or other firm(s) performing services under direction of the PDB Entity (e.g., subcontractors, subconsultants, etc.) must have successfully completed or substantially completed two (2) design or construction projects with a construction value of at least \$5,000,000 for an ion exchange treatment system 2 MGD or larger for a drinking water facility; and
- c. Within the past twenty (20) years, the PDB Entity or other firm(s) performing services under direction of the PDB Entity (e.g., subcontractors, subconsultants, etc.) must have successfully completed or substantially completed drinking water treatment projects representative of the categories in Section 5.3.5 of this RFP.

2. Payment and Performance bonds. Ability of the PDB Entity to provide the payment and performance bonds as described in Section 5.3.12.

3. Insurance. Ability of the PDB Entity to provide insurance coverages as described in Section 5.3.12.

4. Financial Strength. The financial information provided must show that the Proposer has the financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks:

- a. Factors to be considered by the Agency in determining financial strength include:
 - i. Profitability.
 - ii. Capital structure.
 - iii. Ability to service existing debt.
 - iv. Other commitments and contingencies.
- b. If the Agency determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the PDB Agreement, it may

- offer the Proposer the opportunity to meet the requirement through one or more Guarantors acceptable to the Agency.
- c. If a guaranty is required by the Agency pursuant to Section 4.7, the financial condition and capabilities of Proposer's Guarantor(s) demonstrate Guarantor's financial capacity and ability to guarantee the obligations of Proposer. Based on the financial information provided pursuant to Appendix B, factors that will be considered in evaluating the proposed Guarantor's financial capacity include the following:
 - i. Profitability.
 - ii. Capital structure.
 - iii. Ability to service existing debt.
 - iv. Other commitments and contingencies.
 5. **Licensing and registration.** The PDB Entity must hold a Class A (General) License and the PDB Entity and each subcontractor must hold specialty licenses required for the portion of the Construction Phase work that they will perform. The PDB Entity and each identified subcontractor that will perform "public work" as defined in the Labor Code must be registered with the Department of Industrial Relations to perform public work pursuant to the State of California Labor Code §1725.5. and Davis Bacon. Engineering drawings shall be stamped and signed by a California Registered Engineer.
 6. **Safety record.** The PDB Entity must have achieved an EMR of not greater than **1.0** for the current and past two years.

6.4 Proposal Evaluation Criteria

The selection committee will evaluate and rank the Proposals that satisfy the Minimum Qualification Requirements by applying weighted evaluation criteria, as set forth in the table below, to information provided in the Proposals.

Table 3 [Proposal Evaluation Criteria and Scoring](#)

Criterion	Proposal Section	Weighting	Max Point Score
Project Team	Part 3	30%	300
Project Experience	Part 4	25%	250
Project Approach	Part 5	25%	250
Preconstruction Phase Scope of PDB Services Enhancements and Baseline Schedule	Part 6	10%	100
Construction Phase work Fee Percentage	Fee Proposal (Appendix C)	10%	100

Selection committee members will score each criterion using the following adjectival scoring methodology:

- Excellent (E): The Proposal exceeds in a significant manner the stated requirements/objectives in a beneficial way, providing advantages, benefits or added value to the Project and the work, There are essentially no weaknesses.
- Good (G): The Proposal comfortably meets the stated requirements/objectives, provides some advantages, benefits or added value to the Project and the work, and provides a generally better-than-acceptable level of quality and qualifications.
- Acceptable (A): The Proposal has demonstrated an approach which meets the stated requirements/objectives, and provides an acceptable level of quality and qualifications. This rating corresponds to a Proposer merely meeting the minimum Proposal standards.
- Poor (P): The Proposal fails to meet the stated objectives/requirements, lacks essential information or is conflicting and/or unsupportive; the Proposal contains significant weaknesses/deficiencies and provides a poor level of quality and qualifications. Weaknesses/deficiencies are so major and/or extensive that either a major revision to the Proposal would be necessary or are not correctable.

For each scoring range above, the selection committee may assign a plus (+) or minus (-) rating to the adjectival rating, where a plus designation indicates a higher rating and a minus designation indicates a lower rating.

Following the completion of the adjectival scoring exercise, the adjectival scores will be converted to numeric points using pre-established conversion factors and ranked using a 1000-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth in Table 3 above.

For the purposes of evaluating the Construction Phase work Fee Percentage component of the Fee Proposal, the Proposer that submits a Fee Proposal with the lowest Construction Phase work Fee Percentage will receive the maximum score for the criterion of 100.

For each Construction Phase work Fee Percentage component of the Fee Proposal with a higher value, the score will be calculated based upon the following formula:

$$= \left(1 - \frac{\text{Proposer's Fee Percentage Proposal Value} - \text{Lowest Fee Percentage Proposal Value}}{\text{Lowest Fee Percentage Proposal Value}} \right) \times 100$$

Note: *With the exception of the Construction Phase work Fee Percentage, the information provided in the Fee Proposal will not be considered in the Proposal scoring process described in this Section 6.4, but will be evaluated for price reasonableness as described in Section 6.2. Such components will be subject to negotiation as provided in this RFP and the PDB Agreement.*

6.5 Shortlisting and Interviews

Following completion of the evaluation and scoring process described in Section 6.4, the Agency will invite the highest ranked Proposers to participate in interviews to present the key points of their Proposals and to answer questions of the selection committee.

Interviews will be scored by the selection committee using a 1,000-point scale in accordance with the weighted criteria shown in Table 4 below and added to the scores obtained in the process described in Section 6.4.

Table 4 Interview Evaluation Criteria and Scoring

Criterion	Weighting	Max Point Score
Interest and Enthusiasm: Do the interview participants demonstrate interest and enthusiasm in the project?	5%	50
Demonstration of How the Work Will Be Performed: Is the presentation informative and does it instill confidence that the project will be successfully executed? Does the consultant demonstrate how the work will be performed? Does the presentation clearly convey the consultant's approach, ideas, and innovation?	25%	250
Project Manager and Team: Do the project manager and team actively participate in the presentation? Does the information provided during the presentation reflect team qualifications, experience, and ability to perform as intended?	20%	200
Responses to Structured Questions	30%	300
Responses to Additional Questions	20%	200

6.6 Selection

After completion of the process described in Sections 6.4 and 6.5, the Agency will notify Proposers of the rankings. The Agency may award the PDB Agreement to the top-ranked Proposer without negotiations or may enter into negotiations with the top-ranked Proposer. If negotiations with the top-ranked Proposer are not successful, the Agency will negotiate with the next highest-ranked Proposer (and so on for lower-ranked Proposers until either a Contract is reached or negotiations with all ranked Proposers end).

7 Miscellaneous

7.1 Agency Authority

This RFP is issued under authority provided by California Public Contract Code 22170, et seq.

7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Agency for this Project and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project:

- Associated Right of Way Services, Inc.
- Carollo Engineers, Inc.
- Downey Brand, LLP
- Environmental Science Associates
- KMP Strategies, LLC
- Siegel and Strain Architects

7.3 Conflict of Interest and Contribution Disclosure Requirements

7.3.1 Conflict of Interest

Persons or entities are considered to have a conflict of interest and may not submit a proposal as a design-build entity or as part of a design-build team, or join a design-build team at any point during the design-build contract if any of the following are true:

- They have a conflict of interest as described in California Government Code 1090.
- They participated in the development of the progressive design-build solicitation documents, or development of the scope of work beyond conceptual, preliminary, or initial plans or specifications for the project.
- They provided services to the Agency associated with oversight of any work associated with the design-build project, including design review, construction inspection, construction management, or other.

Persons or entities that provided technical services may not have a conflict of interest if those services do not result in a competitive advantage over other persons or entities considering proposing on or joining a design-build team.

It is the sole responsibility of Proposers and the contracted design-build entity to avoid any conflict of interest and to determine and disclose any conflicts of interest to the Agency and take appropriate action, consistent with the law.

7.3.2 Disclosure Requirements

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. Agency employees and its consultants are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer. Pursuant to Government Code section 84308, Proposer must disclose if, in the past 12 months, Proposer any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the Proposer's contracting activities made a campaign contribution of more than \$250 to (a) any elected Agency official, candidate for elected Agency office, or Agency committee controlled by an elected Agency official or candidate or (b) the Mayor, an Agency Board member, a candidate for any of those elected Agency offices, or an Agency committee controlled by a person who holds or seeks any of those elected Agency offices.

7.4 Public Records

The Agency is subject to the California Public Records Act (§ 7920 - § 7931, of Division 10 of Title I of the Government Code) (the "Public Records Act"). Proposers are encouraged to familiarize themselves with the Public Records Act. In the event a Proposer submits any documents which the Proposer believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document "CONFIDENTIAL" or "CONFIDENTIAL TRADE SECRETS" in the header or footer of each such page affected. Proposer should also note the specific items Proposer deems confidential on a page entitled "Confidential Contents Index." Blanket designations that do not identify the specific information shall not be acceptable and may be cause for Agency to treat the entire Proposal as public information.

The Agency will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Agency by the Public Records Act or other applicable laws. The Agency may disagree with Proposer's assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other applicable laws shall control in the event of a conflict between the procedures described above and the applicable law.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposer, the Agency will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that the Agency reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees

(including attorneys' fees and costs) incurred by the Agency in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by the Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall the Agency or any its Agency Board members, agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by law or by an order of court or the Attorney General's Office or occurs through inadvertence, mistake or negligence on the part of the Agency, or its officers, employees, contractors or consultants.

Submission of a Proposal constitutes Proposer's agreement to the provisions of this Section 7.4.

Each Proposer bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Proposer agrees to indemnify, defend, and hold harmless the Agency against any third-party claim seeking disclosure of the Proposal or any portions thereof.

7.5 Reserved Rights

Notwithstanding anything to the contrary in this RFP, Agency reserves to itself all rights (which rights shall be exercisable by Agency in its sole discretion) available to it under applicable law, including, with or without cause and with or without notice, the right to:

- Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time.
- Issue addenda, supplements, and modifications to this RFP in whole or in part before and after receipt of Proposals.
- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the PDB Agreement, without incurring any obligations or liabilities, and, if the Agency so desires, commence a new procurement for part or all of the scope of services.
- Modify the procurement schedule.
- RFP revisions.
- Determine, in its sole discretion whether a Proposal is responsive, and waive deficiencies, informalities and irregularities in a Proposal to the maximum extent permitted by law, 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 the Agency.
- 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.
- Perform a price reasonableness assessment.
- Request additional information from a Proposer during the evaluation of its Proposal, including requiring confirmation of information furnished by a Proposer, and requiring additional evidence of technical and financial capability to perform the intended services.
- Disclose information contained in a Proposal to the public.
- Approve or disapprove additions, deletions or changes in the organization, firms and/or key personnel identified in a Proposal.
- Not issue a notice to proceed after execution of the agreement.
- Disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP, or in any other communication from the Agency in connection with this procurement.
- Exercise any other right reserved or afforded to the Agency under this RFP or applicable laws or regulations.

7.6 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 the Agency Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the PDB Entity'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.

7.7 Prevailing Wage Requirements

Labor Compliance requirements (Prevailing Wage, SB 854): Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, and Electronic Certified Payroll Records to Labor

Commissioner. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement are available at the Department of Industrial Relations. For Public Works Contracts, copies of the rate of per diem prevailing wage shall be on file at the principal office of the Agency, and shall be made available to any interested party upon request.

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Effective March 1, 2015, if the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

Attachment A

DEFINITION OF TERMS

Capitalized terms and acronyms which are used in this RFP but not defined in Attachment A have the meanings given in the Draft PDB Agreement.

The definitions of some of the capitalized terms used in this RFP are presented below:

Agency Contact - Means the person set out in Section 4.4, or any replacement approved by the Agency.

PDB Agreement - The draft Contract, including the agreement and all of its appendices and attachments, presented as RFP Attachment C (PDB Agreement).

PDB Entity - The legal entity selected to execute and perform the PDB Agreement (either a single firm or joint venture) responsible for providing Preconstruction Phase, any Early Construction Phase and Construction Phase work.

COI - Has the meaning given in Section 5.3.3.

Contract Documents - The Contract Documents comprise the items listed in the PDB Agreement (Attachment C).

Equity Member - (a) Each member of a joint venture comprising Proposer; (b) each general partner of a limited or general partnership comprising Proposer; (c) each entity holding an equity interest in Proposer, if that entity was formed less than one year prior to the Proposal Submittal Deadline; and (d) each other entity with a controlling interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, any shareholder with less than a 10 percent interest in the entity shall not be considered an Equity Member.

Fee Proposal - Has the meaning given in Section 5.3.10.

Key Personnel - The individuals, employed by PDB Entity or other firms included on the Project Team, who would fill certain key roles in delivering the Project and related services by the PDB Entity, including at least the following positions: project executive, project manager, safety manager, quality manager, preconstruction manager, lead estimator, procurement manager, construction manager, and construction superintendent(s).

Major Equipment - The equipment to be procured and constructed and/or installed as a permanent element of the Project with a purchase value of greater than \$100,000.

Minimum Qualification Requirements - The requirements set forth in Section 6.3 of this RFP which, at a minimum, must be satisfied (or waived by Agency) in order for the Proposal to be evaluated and ranked according to the process described in Section 6.4 of this RFP.

Project Team - The PDB Entity, Key Personnel, and any additional firms (such as subcontractors and subconsultants) identified in the Proposal.

Proposal Submittal Deadline - Has the meaning given in Section 5.1 of this RFP.

Proposer - Each entity submitting a Proposal in response to this RFP.

Proposer Representative - Means the person set out in Section 4.1 of this RFP, or any replacement approved by the Agency.

Public Records Act - Has the meaning given in Section 7.4 of this RFP.

RFP - Has the meaning given in Section 1.1 of this RFP

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Attachment B

DRAFT SCOPE OF PDB SERVICES

I. PRECONSTRUCTION PHASE SERVICES**[Notes to Proposers:**

1. Based on the minimum requirements as outlined below and in accordance with Section 5.3.7 of this RFP, the Scope of PDB Services (Part 6 of the Proposal) to be attached to the PDB Agreement as Exhibit 2A).

2. Scheduling (initiation, duration, and completion) for the tasks identified below will not be established until after NTP 1.]

Generally, the Preconstruction Phase Services consist of those tasks necessary for the PDB Entity to develop a Guaranteed Maximum Price and associated Baseline Construction Phase Project Schedule and Construction Phase Amendment (in the case of the Construction Phase) or Baseline Early Construction Phase Project Schedule and any Early Construction Phase Amendment. These services also include project management activities and specific tasks for the development of certain Management Plans necessary to advance the Project through the Preconstruction, Early Construction, and Construction Phases.

Management Activities:

1. Participate in one in-person Project kick-off meeting for the Preconstruction Phase Services at Agency location.
2. Participate in weekly progress meetings on-site or at the office location provided by the Agency.
3. Participate in up to 12 additional meetings or workshops as needed.
4. Establish and maintain monthly Project Schedule for the Preconstruction Phase Services.
5. Develop and maintain a work management and file management system compatible with the Agency's system(s). Evaluate, select, maintain, and obtain licenses for all necessary project management software and provide licenses to all Project users.
6. Prepare and submit monthly invoices and progress reports with descriptions of the work completed in the last monthly period in a format acceptable to the Agency. At a minimum, monthly progress reports shall include:
 - a. Cost of the work during the Preconstruction Phase including hourly labor charges and direct costs incurred during the period, by task, by staff person.
 - b. A summary of accomplishments, progress on deliverables, meetings, etc., by task.
 - c. A summary of anticipated activities for the following monthly period by task.

- d. Identification of any current or anticipated challenges regarding the execution of the Preconstruction Phase work.
 - e. Identification/organization/formatting of costs by project element or other designator as necessary for Agency accounting purposes.
 - f. Any additional information or organization/formatting as required by Agency and funding agency requirements (e.g., DWR, etc.), as applicable.
7. Participate in project partnering workshops, as applicable.

Design Development:

1. In general, provide all services necessary for the design of the Project beginning with the development of the Basis of Design Report (BODR), through the 30 percent and 60 percent levels of design completion. Develop all drawings, Project plans, specifications and all other necessary work products in compliance with all applicable regulations and requirements. During design progression, provide ongoing constructability review and input, as well as information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities.
2. As necessary, conduct all necessary survey and site investigation activities to support the development of Project design.
3. Participate in biweekly updates with the Agency and/or others as needed.
4. At each of the basis of design, 30 percent, and 60 percent design completion milestones, attend up to three (3) design review workshops for each design completion milestone (basis of design, 30 percent, and 60 percent) with attendees including the Project Manager, Lead Estimator, Lead Scheduler, Superintendent, and any other necessary personnel from the PDB entity and the Agency to address regulatory, key design, and constructability issues, e.g., interface issues, temporary construction activities, packaging, site conditions, construction impact reduction strategies, cost, schedule, staging, etc.
5. Provide on-going value-engineering and constructability review and, upon request by Agency, provide support to third-party entity providing value engineering services.
6. Provide draft and final versions of written value engineering recommendations at the 30 percent and 60 percent design completion milestones.
7. Facilitate up to four (4) value engineering focused workshops at the 30 percent and 60 percent design completion milestones.
8. At the 60 percent design completion milestone, prepare and provide a list of additional details that would be needed to complete the Project in the allotted time or to accelerate aspects of the Construction Phase work.
9. Identify, evaluate, and recommend elements of the Project that may require less than 100 percent design completion.
10. Provide review of site investigation studies and work products (prepared by others) and provide any written comments as necessary to Agency regarding

potential constructability impacts. In addition, identify additional investigation studies required.

11. Provide support and input to Agency regarding operations and maintenance (O&M) and repair and replacement (R&R) preliminary plan development.

Project Schedules:

1. Based on the Baseline Preconstruction Phase Schedule provided under Section 5.3.7 of this RFP, and in coordination with Agency, prepare the Preconstruction Phase Project Schedule.
2. Develop and provide a draft structure/format for Agency review that will serve as the basis of the Baseline Construction Phase Project Schedule (and Early Construction Phase work packages, and the Construction Phase Project Schedule as it is further developed during the Construction Phase).
 - a. Obtain Agency's agreement to any deviations from the scheduling provisions in Agency's Standard Specifications..
 - b. Incorporate Agency review comments to finalize the schedule structure/format for Agency approval.
3. Develop a preliminary draft of a work Breakdown Structure (WBS) for Agency review that will be used to inform the ongoing development of any Baseline Early Construction Phase Project Schedule and the Baseline Construction Phase Project Schedule as well as the GMP Cost Model. The WBS shall provide a clear description of each work package and deliverable included in the Early Construction Phase work and the Construction Phase work. Revise the WBS to address comments received from Agency and resubmit for Agency approval.
4. Develop any Baseline Early Construction Phase Project Schedule and the Baseline Construction Phase Project Schedule at the 30 percent final design completion milestone for the Early Construction Phase work or Construction Phase work (as applicable).
5. Develop any Baseline Early Construction Phase Project Schedule or the Baseline Construction Phase Project Schedule in coordination with the GMP proposal for Agency review and consideration (as applicable). (See Tasks 16, 17 and 18 below under Subsection E.)

Procurement and GMP Development:

1. Identify the portions of the Early Construction Phase work or Construction Phase work (as applicable) that PDB intends to self-perform and the portions that it intends to award to Subcontractors and explain the rationale for the proposed approach. Identify which work PDB Entity intends to procure through value-based competitive selections, in lieu of low-bid selection, and explain the rationale. Revise the proposed approach to address comments received from Agency and resubmit for Agency approval.

2. Provide recommendations to the Agency regarding the division of the Early Construction Phase work or Construction Phase work (as applicable) to facilitate bids and proposals for the major elements of the Construction Phase work.
3. Support the Agency in the pre-selection of certain Project equipment.
4. Identify long-lead equipment procurement needs and analyze equipment availability considerations and mitigation strategies to address supply chain issues as applicable. This effort will also be required for Early Construction Phase work.
5. Develop and provide a draft Subcontractor and Equipment Procurement Plan for Early Construction Phase and Construction Phase work for Agency approval, outlining the process to be implemented for value-based and/or low-bid selection of Subcontractors, equipment, and materials. Provide recommendations and commitments regarding DBE goals for the Early Construction and Construction Phases, if applicable.
6. Conduct a meeting to discuss Agency review comments on draft Subcontractor and Equipment Procurement Plan.
7. Revise draft Subcontractor and Equipment Procurement Plan in response to Agency review comments and submit for Agency approval.
8. Prepare and provide a draft GMP Cost Model for Agency review and approval that will be used to manage the Open Book Basis GMP development process. The draft GMP Cost Model may be furnished in the PDB Entity's preferred structure, however it must include, at a minimum, the following elements and/or functionality:
 - a. A complete representation of all Early Construction Phase work or Construction Phase work (as applicable), broken down into a manageable hierarchy of organization:
 - i. The ability to provide reporting from a number of perspectives, (e.g., construction package, project type, funding source, contracts, vendors, etc.).
 - ii. Inclusion of linkages to all documentation utilized during the PDB Entity's implementation of the procurement process, (e.g., subcontractor and supplier procurement documents, quotes/bids/proposals received, etc.).
 - iii. Identification of all contingency assumptions.
 - iv. Identification of all GMP Cost Model assumptions.
9. Conduct a workshop to present and discuss draft GMP Cost Model with Agency.
10. Revise draft GMP Cost Model based on Agency review and provide final GMP Cost Model for Agency approval.
11. Utilizing the GMP Cost Model, prepare an initial cost estimate based on the BODR. Revise the BODR GMP Cost Model to address comments received from Agency and resubmit for Agency approval.

12. Utilizing the GMP Cost Model, prepare and submit detailed, updated cost estimates on an Open Book Basis as the design is advanced to the 30 percent and 60 percent levels of design completion. The 30 percent and 60 percent GMP Cost Model updates shall be accompanied by a summary level log of changes from the prior submission, and a narrative describing the nature and rationale for the cost changes.
13. PDB Entity shall conduct a workshop at the 30 percent and 60 percent levels of design completion to discuss the GMP Cost Model updates with Agency.
14. Revised 30 percent and 60 percent GMP Cost Models based on Agency reviews and workshop outcomes and provide final 30 percent and 60 percent GMP Cost Models for Agency approval.
15. Maintain, update, and provide a summary version of the GMP Cost Model on a monthly basis.
16. At the 60 percent level of design completion (or at such other time as agreed to with the Agency), prepare and provide a draft version to the Agency of a complete, detailed, written GMP Proposal which includes the following elements:
 - a. Construction Phase Submittal List that identifies all services and products related to the Construction Phase work and included in the GMP.
 - b. GMP Cost Model.
 - c. Life cycle cost analysis that incorporates long-term operations and maintenance and repair/replacement costs.
17. Early Construction Phase Project Schedule or Baseline Construction Phase Project Schedule (as applicable):
 - a. Projected cash flow schedule.
 - b. Links, references, or inclusion of 60 percent design drawings and specifications.
 - c. Descriptions, justifications, and calculations for all stand-alone or embedded cost contingencies included in the GMP, whether controlled by PDB Entity or Agency.
 - d. Identification of any assumptions, limitations, or conditions associated with the draft version of the GMP Proposal.
18. Conduct a workshop to discuss Agency comments on draft GMP Proposal.
19. Revise GMP Proposal in accordance with Agency review and submit final GMP Proposal for Agency consideration.

Management Plans:

1. Prepare and provide for Agency review a draft version of a Construction Management Plan for the Early Construction Phase work and the Construction Phase work that, at a minimum, addresses the following items:
 - a. Project organization and communication;
 - b. Health, safety, and emergency response procedures;
 - c. Risk Management

- d. QA/QC management;
 - e. Site management;
 - f. Early Construction Phase work or Construction Phase work (as applicable) communication, scheduling, and sequencing approach;
 - g. Construction noise management;
 - h. Storm water pollution prevention; and
 - i. Cost control.
2. Based on Agency review comments, prepare and provide a final version of the Construction Management Plan.
 3. Attend meeting with Agency to discuss PDB Entity responsibilities in supporting Project permitting efforts.
 4. Prepare, implement, and maintain a Risk Management Plan for Early Construction Phase work or the Construction Phase work (as applicable) in coordination and alignment with Agency's risk management structure. The Risk Management Plan shall include:
 - a. A risk registry identifying specific Early Construction Phase or Construction Phase risks (as applicable), their estimated probability of occurrence, the estimated magnitude of impact on cost and schedule, and the party responsible for the management of that risk; and
 - b. A discussion of the potential mitigation measures for each risk identified in the risk registry.
 5. Participate in quarterly program-wide risk management workshops to present updates to Early Construction Phase or Construction Phase (as applicable) risk management approach for incorporation into the program-wide risk management methodology.
 6. Prepare a draft Project Commissioning Plan that describes in detail the process that will be implemented and the deliverables that will be provided in order to commission, test, and start up the Project. At a minimum, the draft Project Commissioning Plan shall include:
 - a. A description of the overall plan to commission, test, and start up the Project, including identification of roles and responsibilities of the PDB Entity, Agency, and others.
 - b. A description and outline of the testing process the Project Company will implement to demonstrate performance of individual components of the Project.
 - c. A description and outline of the Project acceptance testing process and plan.
 7. Conduct a workshop with the Agency to discuss draft Project Commissioning Plan.
 8. Provide support to the Agency as required to incorporate comments based on Agency review of draft Project Commissioning Plan to facilitate submittal of final version for Agency approval.

II. EARLY CONSTRUCTION PHASE WORK

[Note to Proposers: The scope(s) for the Early Construction Phase work will be defined by Early Construction Phase Amendments which will include a detailed Scope of work, the submittal list, and the Plans and Specifications.]

Generally, the Early Construction Phase work consists of those tasks necessary for the PDB Entity to develop early construction packages, each for a Guaranteed Maximum Price with an associated Early Construction Phase Project Schedule. Early Construction Phase work will be authorized via Agency amendment as described in the PDB Agreement.

1. Management Activities:
 - a. Participate in Project kick-off meeting(s) for each Early Construction Phase work package.
 - b. Participate in weekly construction meetings.
 - c. Participate in biweekly updates with the Agency and/or other as needed.
 - d. Conduct meetings with all the contractors and subcontractors performing major elements of the Early Construction Phase work prior to the start of their activities.
 - e. Attend monthly meetings with Agency staff and provide written monthly progress report and updated schedule.
 - f. Coordinate and manage the Early Construction Phase work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the GMP and the allowable contract time.
 - g. Maintain and update the schedules for each Early Construction Phase work package on a monthly basis, and prepare three-week look ahead work schedules consistent with overall schedule.
 - h. In coordination with Agency's risk management approach, maintain and provide updates to the Early Construction Phase work packages' risk registry on a monthly basis, and participate in quarterly risk management meetings.
 - i. Coordinate with Governmental Entities, as necessary and in compliance with the approved Permitting Plan.
 - j. Monitor and maintain quality controls over Shop Drawings, equipment and materials, implementation, and Early Construction Phase work.
 - k. Provide and maintain the bonds for Early Construction Phase work.
 - l. Comply with the Agency's insurance program as required by the Contract Documents.
 - m. Implement the construction site safety and emergency response plans to provide a safe working site for the Project.

- n. Establish and implement procedures to track, expedite and process all Submittals, Change Orders, and requests for information.
 - o. Review and process all pay applications from Subcontractors.
 - p. Implement and maintain accounting, reporting, and payment systems to comply with Agency and funding agency requirements (e.g., DWR, WIFIA, State Revolving Fund, etc.).
 - q. Conduct monthly progress meetings with the on-site trade forepersons or superintendents.
 - r. Maintain current hard copies of Project as-built drawings, including all subcontracted work, and submit monthly in hard copy, PDF, and electronic format.
2. Procurement Activities:
- a. Prepare the bids/proposals packages for the elements of the Early Construction Phase work incorporating applicable requirements of the Contract Documents in accordance with the approved Subcontractor and Equipment Procurement Plan.
 - b. Develop and submit recommendations for Agency consideration and approval concerning the awarding of subcontracts with respect to changes in the work.
 - c. Manage all procurement of materials and equipment.
 - d. Manage all procurement and construction-related Subcontracts while meeting the Agency's requirements for procurement of Subcontractor and Supplier bids or proposals. This effort includes inspecting the Early Construction Phase work performed by subcontractors to ensure conformance with the Contract Documents and Good Faith Efforts.
3. Design Activities:
- a. Continue advancement to 90 percent and 100 percent levels for all design work products beyond the 60 percent level completed during the Preconstruction Phase for Construction Phase work elements.. Provide ongoing constructability review and value engineering, as well as information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities.
 - b. Conduct a walk-through with the Agency to ensure that the Agency and PDB Entity are in agreement that the Early Construction Phase work is complete before the two-year warranty goes into effect.
4. Operations and Maintenance Support Activities:
- a. In general, consult with, advise, and provide recommendations to the Agency regarding the development of the operations and maintenance approach for the Project, including repair and replacement methodology.

III.CONSTRUCTION PHASE WORK

[Note to Proposers: The scope of the Construction Phase work will be defined by the Construction Phase Amendment which will include a detailed Scope of work, the Construction Phase Submittal List, and the Plans and Specifications.]

1. Management Activities:
 - a. Participate in Project kick-off meeting(s) for the Construction Phase work.
 - b. Participate in weekly construction meetings.
 - c. Conduct meetings with all the contractors and sub-contractors performing major elements of the Construction Phase work prior to the start of their activities.
 - d. Attend monthly meetings with Agency staff and provide written monthly progress report and updated schedule.
 - e. Coordinate and manage the Construction Phase work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the GMP and the allowable contract time.
 - f. Maintain and update the Construction Phase Project Schedule on a monthly basis, and prepare three-week look ahead work schedules consistent with overall schedule.
 - g. In coordination with Agency's risk management approach, maintain and provide updates to the Construction Phase work risk registry on a monthly basis, and participate in quarterly risk management meetings.
 - h. Coordinate with Governmental Entities, as necessary and in compliance with the approved Permitting Plan.
 - i. Monitor and maintain quality controls over Shop Drawings, equipment and materials, implementation, and Construction Phase work.
 - j. Provide and maintain the Construction Phase Bonds.
 - k. Comply with the Agency's insurance program during Construction Phase as required by the Contract Documents.
 - l. Implement the construction site safety and emergency response plans to provide a safe working site for the Project.
 - m. Establish and implement procedures to track, expedite and process all Submittals, Change Orders, and requests for information.
 - n. Review and process all pay applications from Subcontractors.
 - o. Implement and maintain accounting, reporting, and payment systems to comply with Agency and funding agency requirements (e.g., DWR, WIFIA, State Revolving Fund, etc.).
 - p. Conduct monthly progress meetings with the on-site trade forepersons or superintendents.

- q. Maintain current hard copies of Project as-built drawings, including all subcontracted work, and submit monthly in hard copy, PDF, and electronic format.
2. Procurement Activities:
 - a. Prepare the bids/proposals packages for the elements of the Construction Phase work incorporating applicable requirements of the Contract Documents in accordance with the approved Subcontract and Equipment Procurement Plan.
 - b. Develop and submit recommendations for Agency consideration and approval concerning the awarding of subcontracts with respect to Changes in the work.
 - c. Manage all procurement of materials and equipment.
 - d. Manage all procurement and construction-related Subcontracts while meeting the Agency's requirements for procurement of Subcontractor and Supplier bids or proposals. This effort includes inspecting the Construction Phase work performed by subcontractors to ensure conformance with the Contract Documents and Good Faith Efforts.
 3. Design Activities:
 - a. Continue advancement to 90 percent and 100 percent levels for all design work products beyond the 60 percent level completed during the Preconstruction Phase for Construction Phase work elements. Provide ongoing constructability review and value engineering, as well as information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities.
 - b. Conduct a walk-through with the Agency to ensure that the Agency and PDB Entity are in agreement that the Construction Phase work is complete before the two-year warranty goes into effect.
 4. Operations and Maintenance Support Activities:
 - a. In general, consult with, advise, and provide recommendations to the Agency regarding the development of the operations and maintenance approach for the Project, including repair and replacement methodology.

Attachment C
PDB AGREEMENT AND PDB AGREEMENT EXHIBITS

[Note to Proposers: PDB Agreement to be inserted in Addendum 1]

DWR Grant Insurance Requirements

ATTACHMENT 2: INSURANCE REQUIREMENTS

PART 1

A. Minimum Coverages. The insurance requirements specified in this section shall cover Recipient's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Recipient authorizes to work under this Agreement (hereinafter referred to as "Agents.") Recipient shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

Recipient is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Recipient shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Recipient's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event Recipient or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Recipient's insurance be primary without right of contribution from ABAG. Prior to beginning work under this contract, Recipient shall provide ABAG with satisfactory evidence of compliance with the insurance requirements of this section.

The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to ABAG. If the Recipient maintains broader coverage and/or higher limits than the minimum limits shown hereunder, ABAG shall be entitled to the broader coverage and/or higher limits maintained by the Recipient.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Recipient's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of ABAG. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Recipient is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of Recipient and Recipient's officers, and employees and with limits of liability which shall not be less than \$1,000,000 per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed

operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation or "Waiver of Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of ABAG. Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

ABAG and those entities listed in Part 2 of this Attachment 2, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Recipient's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by Recipient and Recipient's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Excess or Umbrella Insurance in the amount of \$4,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Public Officials Errors and Omissions Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to ABAG and having minimum limits of \$1,000,000 per claim. The policy shall provide coverage for all work performed by Recipient.

Recipient shall also require any subcontract/consultant working for or performing services for this Project on behalf of the Recipient to maintain Professional Liability insurance coverage with limits of no less than \$1,000,000 per claim.

No contract or agreement between Recipient and any subcontractor/consultant shall relieve Recipient of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by Recipient and any subcontractor/consultant working on behalf of Recipient on the project.

6. Property Insurance. Property Insurance covering Recipient's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of ABAG (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation or "Transfer of Rights of Recovery Against Others to Us" provision included in the policy language or by endorsement in favor of ABAG.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to ABAG, generally with a Best's Rating of A- or better with a Financial Size Category of VII or better, or an A rating from a comparable rating service.

C. Self-Insurance. Recipient's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to ABAG.

D. Deductibles and Retentions. Recipient shall be responsible for payment of any deductible or retention on Recipient's policies without right of contribution from ABAG. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that ABAG seeks coverage as an additional insured under any Recipient insurance policy that contains a deductible or self-insured retention, Recipient shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Recipient, subconsultant, subcontractor, or any of their employees, officers or directors, even if Recipient or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, RECIPIENT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Recipient shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Recipient's personnel, subcontractors, and equipment have been removed from ABAG's property, and the work or services have been formally accepted. Recipient must notify ABAG if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, Recipient shall deliver to Ebix, ABAG's authorized insurance consultant, insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the aforementioned coverages. Such evidence of insurance shall make reference to all provisions and endorsements referred to above and shall be signed by the authorized representative of the Insurance

Design Professional Insurance Requirements

Model 2.5 – Design Professional (Including Architects, Engineers)

Recommended Indemnification Language – To the extent permitted by law, Design Professional agrees to indemnify, including the cost to defend, Member Water Agency and its officers, officials, employees, and authorized volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Member Water Agency; and does not apply to any passive negligence of the Member Water Agency unless caused at least in part by the Design Professional.

Minimum Insurance Requirements: Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Design Professional, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Member Water Agency) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (If necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Design Professional has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **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. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Member Water Agency, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Member Water Agency has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Design Professional profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. 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 Design Professional must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of contract work.

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

Other Required Provisions - The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** **Member Water Agency**, its directors, officers, employees, and authorized volunteers are to be given insured status insurance (at least as broad as ISO Form CG 20 10 10 01 with respect to liability arising out of work or operations performed by or on behalf of the Design Professional 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 Design Professional’s insurance.
2. **Primary Coverage:** For any claims related to this project, the Design Professional’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the **Member Water Agency**, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the **Member Water Agency**, its directors, officers, employees, and authorized volunteers shall be excess of the Design Professional’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the **Member Water Agency**.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the **Member Water Agency**. The **Member Water Agency** may require the Design Professional to 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 **Member Water Agency**.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by **Member Water Agency**.

Verification of Coverage – Design Professional shall furnish the Member Water Agency with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Member Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design Professional's obligation to provide them. The Member Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors - Design Professional shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Design Professional shall ensure that Member Water Agency is an additional insured on insurance required from subcontractors.

Construction Contract Insurance Requirements

Model 5 - Construction Contracts

Recommend Indemnification Language – To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Member Water Agency, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Member Water Agency, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 10 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Member Water Agency), or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage 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. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Member Water Agency, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Member Water Agency; this provision applies regardless of whether or not the Member Water Agency has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

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

Other Required Provisions – The Commercial General Liability, Auto Liability and Contractors Pollution (if necessary) policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Member Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Member Water Agency, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Member Water Agency.

The Contractor agrees and he/she will comply with such provisions before commencing work. All the insurance policies shall be provided on policy forms and through companies satisfactory to Member Water Agency. The Member Water Agency reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement numbers. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Member Water Agency of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Member Water Agency. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Member Water

Agency, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Member Water Agency or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Member Water Agency.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by the Member Water Agency. At the election of Member Water Agency, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Member Water Agency, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Member Water Agency guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Member Water Agency.

Verification of Coverage - Evidence of Insurance. The contractor shall furnish the Member Water Agency with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Member Water Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Member Water Agency reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Member Water Agency deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project (not applicable to Builders' Risk). Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured, primary/non-contributory endorsements and evidence of waiver of rights of subrogation against Member Water Agency (for Workers' Compensation) to Member Water Agency at least ten (10) days prior to the expiration date.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the 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 Member Water Agency, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via CGL endorsement as broad as ISO

CG 20 38 04 13). The Contractor shall, upon demand of Member Water Agency, deliver to Member Water Agency copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. 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.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. **Safety precautions shall include adequate life protection and life-saving equipment associated with this project**

Contractor must obtain all applicable Division of Occupational Safety and Health (**Cal/-OSHA**) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for safeguarding all utilities, including requirements with GC 4216, Regional Notification Center System “811.”

Attachment D

ADMINISTRATIVE AND TECHNICAL PROPOSAL FORMS

FORM 1 - NON-COLLUSION DECLARATION

[Note to Proposers: An additional declaration will be required for both Early Construction and Construction work.]

To be executed by Proposer and each Equity Member and submitted with Proposal

The undersigned declares:

I am the _____ of _____,
the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Fee Proposal of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Fee Proposal, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not directly or indirectly, submitted its Fee Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid or proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date), at _____(city),
_____(state).

(Signature)_____

Print name_____

FORM 2 - PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit and/or be listed on a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-works/Publicworks.html> for additional information.

The PDB Agreement will not be awarded or entered into without proof of current registration with the Department of Industrial Relations to perform public work by the PDB Entity and each subcontractor proposed to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations or will be registered prior to the date of award of the PDB Agreement.

Name of Proposer: _____

DIR Registration Number (if available at Proposal Submittal Deadline):

Proposer further acknowledges:

The PDB Entity shall maintain a current DIR registration for the duration of the Project.

Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its subcontracts and ensure that all subcontractors proposed to perform public work are registered at the time of award of the PDB Agreement, that all other subcontractors that will perform public work are listed prior to execution of their subcontracts, and that registration status is maintained for the duration of the Project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the Proposal is non-responsive.

Name of Proposer: _____

Signature: _____

Name and Title: _____

Date: _____

FORM 3 - BUILD AMERICA BUY AMERICA CERTIFICATION***[To be signed by authorized signatory(ies) of Proposer]***

The undersigned Proposer hereby certifies on behalf of itself and all subcontractors (at all tiers) the following with regard to the Project:

- a. Proposer acknowledges to and for the benefit of the Zone 7 Water Agency ("**Agency**") and the United States Bureau of Reclamation ("USBR") that it understands the goods and services under this PDB Agreement may be funded with monies made available by the United States Bureau of Reclamation that has statutory requirements.
- b. The Proposer hereby represents, warrants and covenants to and for the benefit of the Agency and its funders that:
 - i. the PDB Entity has reviewed and understands the Build America Buy America requirements under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Section 70901 et seq. ("Build America, Buy America") and 2 C.F.R. Part 184 to be incorporated into the PDB agreement, as described in the M-24-02 guidance - <https://www.whitehouse.gov/wp-content/uploads/2023/10/M-24-02-Buy-America-Implementation-Guidance-Update.pdf>,
 - ii. all products used in the project, except for "Manufactured Products" for which the Agency has received an exemption, will comply with Build America, Buy America, unless a waiver of the requirement is approved,
 - iii. the PDB Entity will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America requirements , as may be requested by the Agency,
 - iv. a false certification is a criminal act in violation of 18 U.S.C. 1001. Should the PDB Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance, and
 - v. at Proposer's request, the Agency may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by Agency.

While the PDB Entity will have no direct contractual privity with the entities providing funding, as lenders to the Agency for the funding of its projects, the Agency and the Proposer/PDB Entity agree that the funding providers are a third-party beneficiary of this certification.

Date: _____, 2025

Proposer's Name: _____

Signature: _____

Title: _____

Name: _____

FORM 4 - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[Note to Proposers: Additional certifications must be submitted with the GMP Proposal.]

[To be executed by the Proposer and proposed Subcontractors.]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

FORM 5 - USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[Note to Proposers: Additional certifications must be submitted with the GMP Proposal.]

The undersigned [check one]

Proposer ☐

Subcontractor ☐

certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed PDB Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier Subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned

understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Date: _____

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

FORM 6 - DEBARMENT AND SUSPENSION CERTIFICATION

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Subcontractors and all other proposed Subcontractors]

Note to Proposers: Additional certifications must be submitted with the GMP Proposal.

Proposer certifies on behalf of itself and all Subcontractors the following:

To the best of its knowledge and belief, it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, by any state, or by any California public agency;
- b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Federal suspension and debarment information can be accessed at <http://www.sam.gov>. Proposer represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and Subcontracts entered into pursuant to the PDB Agreement. Proposer acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of the PDB Agreement or pursuance of legal remedies, including suspension and debarment.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM 7 - INSURANCE COMPANY LETTER OF INTENT

Zone 7 Water Agency

Attention: Mariza Sibal

RE: ZONE 7 WATER AGENCY - LETTER OF INTENT TO INSURE

To Whom It May Concern:

_____ ("**Proposer**") has submitted a proposal ("**Proposal**") in response to the Request for Proposals for PDB Services for the Mocho PFAS Treatment Plant (as amended, "**RFP**") issued on September 29, 2025 by Zone 7 Water Agency. By submitting that Proposal, Proposer seeks to be selected by Agency to deliver the Project, as described in the RFP.

Over the past three years, Proposer is known to have an average experience modification rate (or EMR, as calculated by the National Board on Compensation Insurance or similar rating bureau) of no more than 1.0.

The undersigned has reviewed the RFP and Proposer's Proposal and certifies that it intends to provide all required insurance as described in Section 5.3.12 of the RFP in the event Agency selects Proposer for final negotiations and execution of the Project.

Name of Insurance Company / Insurance Broker

Name of Authorized Signatory

Signature

Title

FORM 8 - SURETY LETTER OF INTENT

Zone 7 Water Agency

Attention: Mariza Sibal

RE: ZONE 7 WATER AGENCY - LETTER OF INTENT TO PROVIDE BONDING

To Whom It May Concern:

("Proposer") has submitted a proposal ("**Proposal**") in response to the Request for Proposals for PDB Services for the Mocho PFAS Treatment Plant (as amended, "**RFP**") issued on September 29, 2025 by Zone 7 Water Agency. By submitting that Proposal, Proposer seeks to be selected by Agency to deliver the Project, as described in the RFP.

The undersigned ("**Surety**") certifies that it: (1) has reviewed the RFP and Proposer's Proposal; and (2) evaluated Proposer's backlog and work-in-progress in determining its bonding capacity. Based on that evaluation and review, Surety certifies that Proposer is capable of obtaining a performance bond (or bonds) and a payment bond (or bonds) as described in Section 5.3.12 of the RFP.

Name of Surety

Name of Authorized Signatory

Signature

Title

FORM 9 - GUARANTOR COMMITMENT LETTER

Zone 7 Water Agency
Attention: Mariza Sibal

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY

To Whom it May Concern:

_____ **[INSERT NAME OF ENTITY PROVIDING THE GUARANTY]**,
("Guarantor") is _____ **[DESCRIBE RELATIONSHIP TO PROPOSER]** to
_____ **[INSERT NAME OF PROPOSER]** ("Proposer").

This commitment letter is provided on behalf of Proposer in connection with its proposal ("Proposal") for the Progressive Design-Build Agreement ("**PDB Agreement**") to provide integrated design and construction services for the Zone 7 Water Agency Mocho PFAS Treatment Plant and Electrical Improvements ("**Project**").

Guarantor unconditionally and irrevocably agrees to provide a guaranty, guaranteeing to Zone 7 Water Agency ("**Agency**") all the obligations of Proposer with respect to the PDB Agreement in the form of Exhibit X (Form of Guaranty) to the PDB Agreement and guaranteeing all the obligations of the Proposer/PDB Entity named in the Proposal that are described in that Exhibit X. This commitment extends to all changes from the form of PDB Agreement included in the Project's Request for Proposals that may be negotiated between the Agency and the Proposer.

This commitment is subject only to the PDB Agreement's award to the Proposer and its execution by the Agency.

Sincerely,

[Title]

Attach evidence of authorization of the signatory to the letter, which may include a power of attorney signed by an authorized individual of the entity or other authority, as evidenced by the partnership agreement, joint venture agreement, corporate charter, bylaws or resolution.

Attachment E
FEE PROPOSAL FORM

Note: *Proposers should review Sections 5.3.10, 6.2, and 6.4 of this RFP for information regarding the completion and Agency use of this form.*

1. Preconstruction Phase Services Fee

The Preconstruction Phase Services Fee shall be provided as a not-to-exceed amount (in number and words).

\$ _____

2. Construction Phase work Fee Percentage

The Construction Phase work Fee Percentage shall apply to Early Construction Phase work and Construction Phase work and shall be provided as a percentage of the cost of the Construction Phase work (expressed in numbers and words).

_____ % _____ percent

3. Construction Phase work Subcontractor Mark-up

The Construction Phase work Subcontractor Mark-up shall apply to Early Construction Phase work and Construction Phase work and shall be provided as a percentage of the cost of the Construction Phase work provided by subcontractors to the PDB Entity (expressed in numbers and words).

_____ % _____ percent

4. Construction Phase work Major Equipment Mark-up

The Construction Phase work Major Equipment Mark-up shall apply to Early Construction Phase work and Construction Phase work and shall be provided as a percentage of the cost of the Major Equipment portion of the Construction Phase work (expressed in numbers and words).

_____ % _____ percent

5. Preconstruction Phase Personnel Rates and Prices

To be provided by Proposer. (See Section 5.3.10)

6. Preconstruction Phase Other Direct Costs

To be provided by Proposer. (See Section 5.3.10)

Attachment F

PROJECT TECHNICAL REQUIREMENTS

Project Overview

The Mocho Wellfield PFAS Treatment Plant Project is to design and construct improvements to the Mocho Wellfield to remove PFAS from groundwater prior to distribution and modernize aging infrastructure. The major project elements are anticipated to include:

- Wholistic evaluation of the Mocho Wellfield production and treatment systems such that all water is consistently produced with PFAS concentrations below reporting limits and at current distribution system pressures.
- Ion exchange treatment to remove PFAS from Mocho wellfield water.
 - This includes any necessary pretreatment, appurtenances, facilities and systems to accelerate and simplify regular operations (including but not limited to periodic ion exchange media changeout), and facilities necessary for seamless integration with both the individual wells and MGDGP without reduction in overall wellfield production capacity.
- Elements necessary at the Mocho PFAS Treatment Plant to provide security, including security cameras, keyless card readers, etc., and visual screening for Agency assets as well as for integration into the site and surrounding community. Consultant to coordinate with Zone 7's vendor for access to control systems (currently ADT) and provide design for necessary infrastructure, including conduits, to install access control (under separate contract) after the general contractor completes their work.
- Electrical modernization of Mocho 3 and Mocho 4 switchgear.
- Replacement of well pumps at Mocho 2, 3, and 4 sites.
 - Condition assessment of Mocho 2, 3, and 4 sites, wells, mechanical, and electrical systems to identify other necessary improvements to be performed in conjunction with pump replacement.
- Expansion of MGDGP's four (4) RO trains and other MGDGP facilities and utilities to support the increased reverse osmosis treatment facilities.
- Condition assessment and wholistic evaluation of existing raw water piping with facility pressure requirements, known to have leaking issues.
- Conveyance modifications and additions to safely and cost-effectively support above project elements.
- Site improvements, such as landscaping, site lighting, hardscape modifications, etc. at Mocho 3 well site.

- Stormwater management features and site drainage structures at Mocho 3 well site.

The PDB Entity will work collaboratively with the Agency during the Preconstruction Phase Services to establish how the project technical requirements will be achieved, identify necessary early construction phase activities, and detail construction work.

Project Design Build Work Objectives

The PDB Entity shall design and construct all project elements to achieve the following objectives:

- Design and construct the Project to be capable of operating safely, efficiently, and reliably over the design life of the Project.
- Provide a complete Project that is highly automated to be remotely operated.
 - Include all necessary unit processes, process controls, monitoring and control systems.
 - Provide Project physical site and electronic data security features consistent with good industry practice for water plant security and that meets all applicable city, state, and federal standards.
 - Integrate Project with existing Agency systems.
- Provide PFAS removal treatment for all Mocho wellfield water.
 - Treat 11,770 gpm from Mocho 2, 3, and 4 wells, achieved through new IX treatment, new IX and existing RO treatment, or new IX and expanded RO treatment facilities.
 - All water at point of compliance shall have PFAS concentrations below both state and federal Minimum Reporting Levels.
 - All water at point of compliance shall meet all Agency water quality goals, including period surrounding installation and future replacements of ion exchange media.
 - Provide a project that does not deleteriously impact the existing operation and maintenance of MGDP, or distribution of the treated water.
 - Provide piping modifications and additions to integrate new PFAS treatment facilities into the existing wellfield and MGDP facilities.
 - Collaboratively balance overall Project capital and energy consumption with Agency salt removal goals.
 - Comprehensively plan the Project for phasing to:
 - Meet substantial completion deadlines.
 - Include a future additional 3,125 gpm of Mocho wellfield water.

- Address potential future PFAS regulatory changes impacting MGD concentrate quality.
- Replace Mocho 3 and 4 switchgear.
 - PDB Entity and subcontractors fees associated with electrical modernization at Mocho 3 and 4 well sites must be independently tracked and consistent with DWR grant requirements.
- Replace Mocho 2, 3, and 4 pumps.
 - Assess condition of associated assets to determine other necessary modifications during pumps replacement.
- Assess condition of existing wellfield raw water piping, known to have leaking issues.
- Expand MGD reverse osmosis treatment capacity and associated facilities.
 - Expand existing four trains from 2-stage 26:13 arrays to 32:16 arrays.
 - Replace and modify other MGD facilities to support expanded reverse osmosis treatment capacity.
- Achieve substantial completion of Mocho Wells 3 and 4 Electrical Modernization (switchgear replacement) by October 31, 2027, to leverage California Department of Water Resources (DWR) grant.
- Achieve substantial completion of ion exchange PFAS removal system by May 31, 2028.

Permitting Approach

The Agency has initiated permitting activities to secure the anticipated California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) for the project. The Agency will be responsible for continuing that process until it is finalized.

The Agency has initiated discussions to secure easements with the City of Pleasanton and Dublin San Ramon Services District for property associated with this project. The Agency will be responsible for continuing that process until it is finalized.

The Agency will work collaboratively with the PDB Entity for the necessary California Division of Drinking Water permits modification. The PDB Entity will develop the supporting technical information (i.e., Technical Report, Operations Manual, etc.).

Additional permits and approvals (e.g. PG&E, PWRPA, Kinder Morgan, Alameda County Fire Department, etc.) for the construction of the Project will be identified during the Preconstruction Phase Services of the progressive design-build process and will be the responsibility of the PDB Entity.

Mocho 3 Wellsite Architectural Features

New treatment and ancillary facilities on the Mocho 3 wellsite will be obscured from the surrounding neighborhood by an opaque perimeter barrier or full building enclosure. The PDB Entity shall submit architectural renderings for Zone 7 acceptance prior to finalizing design. All interior and exterior colors, finishes, and architectural accoutrements shall be subject to Agency acceptance.

Accessibility

Due to the nature of the new treatment facilities, new interior spaces are not required to meet the guidelines established for Americans with Disabilities Act (ADA) Accessibility.

Resiliency and Redundancy

During construction, temporary shutdown of individual wells or the entire wellfield is possible. Shutdown durations should be minimized to allow some or all of the wellfield to serve as an emergency source of potable water for the Agency.

Standby generation power for the completed treatment facilities is not necessary. Connections for temporary power generation should be provided.

Excess unit processes treatment capacity to provide continuous operation at design conditions during periods of routine maintenance of individual Project assets, ion exchange media change out, etc. is not necessary.

Include Project provisions to protect existing Agency assets and new Project elements from damage due to loss of power or due to equipment failure.

Ion Exchange Treatment

Pretreatment

MGBP has been in operation since 2009 and has utilized cartridge filtration to protect the reverse osmosis elements. This provides historical information regarding the level of pretreatment necessary for the new ion exchange treatment.

The PDB Entity will avoid impacts to downstream water quality for any modifications to the Mocho 2, 3, and 4 wells systems.

Loading Rates

Ion exchange loading rates for the Project and future construction identified in the comprehensive site planning shall be consistent with AWWA standard B104-24 (Single-Use Ion Exchange Treatment for Trace Contaminant Removal). The loading rates will wholistically consider life cycle (CAPEX and OPEX) costs associated with ion exchange treatment system, Mocho 2, 3, and 4 pumps replacements, intermediate pumping (if necessary), pipes sizing, and electrical costs.

Media Changeout

Ancillary facilities to support and simplify routine ion exchange media changeout will be collaboratively discussed with the Agency.

SCADA

A supervisory control and data acquisition (SCADA) system compatible with the existing Agency system will be provided and integrated with the operations of each Mocho well and MGD. The system shall provide for fully automatic, facility flushing, and fully manual operation support. Fully automatic operation shall automatically cycle through available vessels to avoid water stagnation in ion exchange media (operator modifiable duration to be consistent with resin manufacturer's requirements), support changes in influent flow rates due to number of wells in operation, and track media utilization in individual trains. Facility flushing shall facilitate facility startup during construction and following extended shutdown of ion exchange PFAS treatment system.

Performance Testing

Long-term media PFAS removal performance guarantee, beyond that required for 01640 – Startup and Testing, for medias already tested by the Agency is not necessary.

Chemical Storage and Feed

Caustic soda, sodium hypochlorite, and aqua ammonia storage and feed facilities to support full wellfield flows exist at the MGD facility. No new chemical storage and feed facilities are anticipated in this Project. Chemical systems controls may need to be updated within the Project based on modifications to existing facilities.

Project Integration

Project integration with the Agency's existing systems will be the responsibility of the PDB Entity.