

City of Brentwood
REQUEST FOR PROPOSALS
Engineering Design Services for the
Citywide Non-Potable Water Distribution System Project
CIP Project No. 592-59202



Date of Issuance:	Tuesday, November 18, 2025
Request for Information Deadline:	Friday, December 5, 2025 at 4:00 p.m.
Proposal Deadline	Friday, December 12, 2025 at 4:00 p.m.

CITY OF BRENTWOOD REQUEST FOR PROPOSALS

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for engineering design services for its Citywide Non-Potable Water Distribution Project, CIP Project No. 592-59202 (“**Project**”).

1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available online at: <https://www.brentwoodca.gov>.

2. THE PROJECT

A. Summary. The City requires engineering design services (“**Services**”) for its Project. The Project involves upgrading a recycled water pump station and constructing an on-site storage tank. The Services required for the Project include engineering design services to develop and prepare a Facility Upgrade Technical Memorandum with construction cost estimate and 10% drawings.

B. Form of Agreement. A copy of the City’s standard Agreement for Engineering Services (“**Agreement**”), is attached and incorporated as **Exhibit A**. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached and incorporated as **Exhibit B**. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services. However, Respondent may propose additional services not listed in Exhibit B, as they relate to the services requested. The precise scope of services incorporated into the Agreement will be negotiated between the City and the successful Respondent.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the Request for Proposal (“**RFP**”), the RFP attachments, the RFP procedures, the Project, or the required Services may only be submitted via email to Meghan Oliveira, Associate Engineer, at moliveira@brentwoodca.gov by 4:00 p.m., Friday, December 5, 2025 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

All Requests for Information will be responded to within 7 work days of receipt. If information provided in such response is material to the overall RFP, a written addendum to the RFP will be sent to all known Respondents via email and posted on the City’s website at: www.brentwoodca.gov/government/projects-bids-rfps.

C. Submittal Instructions. Proposals must be **received** by the City by or before Friday, December 12, 2025 at 4:00 p.m. Pacific Daylight Time (“**Proposal Deadline**”). Respondent must submit one copy of the Proposal in electronic format (pdf or Word) via email to Meghan Oliveira, Associate Engineer at moliveira@brentwoodca.gov with the subject line stating: “Proposal for Citywide NPW Project” by the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	Tuesday, November 18, 2025
Request for Information Deadline	Friday, December 5, 2025 at 4:00 p.m.
Proposal Deadline	Friday, December 12, 2025 at 4:00 p.m.
Interviews (if requested by City)	Week of December 15, 2025
Notice of Selection	December 2025
Council Consideration of Award	January 13, 2026
Commence Services	January 2026
Project Completion	December 2027

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be posted on the City’s website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Unless requested, do not attach brochures or promotional materials to the Proposal. Proposals should not exceed **ten** one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and will not be counted in the total page count. By submitting a Proposal, the Respondent agrees that the detailed price proposal and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years for projects that are similar in scope and nature to the Project described in this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a detailed price proposal that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded the Agreement. Attach a copy of billing rates that would apply to any authorized additional Services. This section should also include any area which Respondent believes should be included in the scope of work in this Proposal, but which is not stipulated in this RFP, and identify the costs associated with the services rendered pursuant to this proposed expansion of the scope of work set forth in this RFP.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services and/or cost savings for the Project as a whole.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points
- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

B. Award. The City staff will recommend award of the Agreement, if at all, to the Respondent that is determined by the staff to offer the best value to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be emailed to each Respondent that submits a Proposal. The City Council or awarding officer will award the Agreement, if at all, to the Respondent that is determined by the City Council, acting in its sole discretion, to offer the best value to the City.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Meghan Oliveira, Associate Engineer, at moliveira@brentwoodca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Engineering/City Engineer in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its

Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

Exhibit A – Form of Agreement
Exhibit B – Scope of Services

Exhibit A – Form of Agreement

AGREEMENT FOR DESIGN ENGINEERING SERVICES
[Insert Name of Consultant]

THIS AGREEMENT FOR DESIGN ENGINEERING SERVICES ("Agreement") is made and entered into as of the ____ day of _____, 2025 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and _____, a _____ ("Consultant") (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the design engineering services required and requires the professional services of an individual or business entity with the necessary license, qualifications and experience to provide design engineering services for the City's Citywide Non-Potable Water Distribution System Project, CIP Project No. 592-59202 (the "Project").

B. Consultant has the necessary license, professional skills and experience necessary to perform the design engineering services described in this Agreement, and as further described in Exhibit A to this Agreement ("Exhibit A"), and in the City's Request for Proposals for Design Engineering Services for the Project, dated November 17, 2025 ("RFP"), attached as Exhibit B, both of which exhibits are incorporated herein.

C. City desires to engage Consultant to provide these design engineering services by reason of its qualifications and experience in performing such services.

D. Consultant has submitted a proposal to City, dated December 12, 2025 ("Proposal"), attached as Exhibit C and incorporated herein, in response to the City's RFP, and has affirmed its willingness and ability to provide such design engineering services on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Definitions. The following definitions apply to the body of this Agreement and Exhibit A unless otherwise indicated. Defined terms are capitalized in the Agreement with the exception of the words "day" and "including."

1.1 Additional Services means design engineering services in addition to the Basic Services, which are provided pursuant to the City's written request or prior written authorization.

1.2 Basic Services means those design engineering services necessary for design and construction of the Project, as specified in Exhibit A and in the RFP and Proposal.

1.3 Change Order means a written document approved and signed by the City after execution of the Construction Contract, which changes the scope of Work, the Construction Contract Price, or the Construction Contract Time.

1.4 City Engineer means the current or acting City Engineer and Director of Public Works for the City of Brentwood or his or her authorized delegee.

1.5 Construction Contract means the signed agreement between the City and Contractor, which includes and incorporates the Construction Documents.

1.6 Construction Contract Price means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Construction Contract.

1.7 Construction Contract Time means the time within which the Contractor is required to perform the Work, as set forth in the Construction Contract and as may be amended by Change Order.

1.8 Construction Documents means all of the documents that are prepared following approval of the Design Development Documents for bidding and construction of the Project, as further detailed in Exhibit A.

1.9 Contractor means the individual, partnership, corporation, or other entity which has signed the Construction Contract with the City to perform the Work. "Contractor" includes the Contractor's subcontractors, unless the context indicates otherwise.

1.10 Day means a calendar day unless otherwise specified.

1.11 Design Development Documents means detailed documents which are prepared following approval of the Schematic Design Documents, as further detailed in Exhibit A.

1.12 Design Documents means, collectively, the plans, drawings and specifications prepared or provided by the Consultant for the Project at all design stages, including Schematic Design Documents, Design Development Documents and Construction Documents.

1.13 Including, whether or not capitalized, means "including; but not limited to" unless the context requires otherwise.

1.14 Project Manager means the City employee or representative with primary responsibility for overseeing design and construction of the Project and who will be Consultant's sole point of contact for the City unless otherwise stated. The Project Manager for this Project is Meghan Oliveira.

1.15 Project Schedule means the detailed schedule developed by the Consultant, and subject to the City's approval, for design and construction of the Project, based on the Proposed Project Schedule provided in Exhibit A.

1.16 Proposed Project Schedule means the proposed Project schedule provided by the City in Exhibit A to this Agreement.

1.17 Rate Schedule means the schedule listing the hourly rates for Consultant's staff and rates for costs associated with providing the Services. The Rate Schedule is included in the Proposal.

1.18 Schematic Design Documents means preliminary drawings and related documents showing the Project's basic components, scale and location, as further detailed in Exhibit A.

1.19 Services means all design engineering and related services required under this Agreement, including all Basic Services and any authorized Additional Services.

1.20 Work means the Contractor's construction and services necessary or incidental to constructing the Project in conformance with the requirements of the Construction Documents.

2. Scope of Services. Consultant, acting in its capacity as a design engineer licensed under California law, will provide the Basic Services necessary to design and construct the Project in accordance with the City's requirements, as set forth in Part One – Scope of Services in Exhibit A, and will provide those Additional Services, if any, as requested and authorized in writing by the City.

3. Personnel and Subconsultants. Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment

of the provisions of this Agreement by all of its employees and consultant, if any, and will keep the Services under its control. On demand of City, if any employee or Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3.1 Consultant's Key Personnel. The Consultant's key personnel assigned to this Project, as specified in Consultant's Proposal, may not be changed without the prior written approval of the City. Consultant must promptly notify the City in writing of any changes or proposed changes to the key personnel identified in the Proposal (or subsequently approved by the City), and of any changes to the contact information (telephone and email) for any key personnel.

3.2 Consultant's Principal Representative. Consultant's principal representative assigned to this Project is <Name and Title>, who will have full authority from Consultant to receive and act on instructions from the City.

3.3 Subconsultants. Consultant may not engage the services of any subconsultant for this Project, including, but not limited to, firms or individuals providing specialized architectural or engineering services, without obtaining the City's prior written approval. The City's approval must not be deemed to create any contractual relationship between the City and any such subconsultant, except that the City must be considered a third party beneficiary of such services for the Project. Consultant must bind its subconsultants in the same manner as Consultant is bound to the City under this Agreement, including, but not limited to, the insurance and indemnity requirements.

3.4 Warranty of Qualifications. Consultant warrants and represents that Consultant, its personnel, and its subconsultants are each duly qualified, licensed, and authorized by law to perform the design engineering and related services required under this Agreement.

4. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special design engineering skills and experience to do and perform the Services. The Services provided by Consultant pursuant to this Agreement must, at all times, meet or exceed the standard of care applicable to experienced, licensed design engineers performing similar work in the area in which the Project is located. Similarly, the Services provided by any subconsultant must meet or exceed the standard of care applicable to others practicing in the subconsultant's field and performing similar work in the area in which the Project is located. The acceptance of the Services by City does not release Consultant from these obligations.

5. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and will expire upon completion of the Services by Consultant.

6. Schedule.

6.1 Time is of the essence for providing the Services. Consultant will generally adhere to the approved Project Schedule provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

6.2 Consultant acknowledges the importance to City of City's Project Schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

7. Compensation.

7.1 The total fee payable for the Basic Services to be performed during the term of this Agreement will be based on the Rate Schedule, for a not to exceed amount of <Amount in Words> dollars (\$<Amount in Numerals>), including authorized expense reimbursements, or as otherwise specified in Exhibit A. Any authorized Additional Services will be paid for based on the Rate Schedule. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

7.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

7.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

8. Status of Consultant.

8.1 Consultant will perform the Services in Consultant's own way, by controlling the manner and means of the work City needs completed, and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever.

8.2 The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or subconsultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

9. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit A, Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Project or the Services.

11. Indemnification. Consultant agrees to indemnify, including the cost to defend, City, its officers, agents, volunteers and employees from any and all claims, demands, costs or liability (collectively, "Liability") that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of Services under this Agreement, but this indemnity does not apply to Liability caused by the active negligence, sole negligence or willful misconduct of City. This

indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and will survive the expiration or termination of this Agreement with respect to any Liability arising from or caused during the term of the Agreement.

12. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

12.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

12.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

12.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

12.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The professional liability insurance must include prior acts coverage.

12.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.

12.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

12.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

12.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

12.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

12.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

13. Business License. Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

14. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Ownership of Documents.

15.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

17. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally

recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Brentwood
150 City Park Way
Brentwood, CA 94513
Phone No. (925) 516-5171
Attn: Meghan Oliveira
Email: moliveira@brentwoodca.gov

For Consultant:

Name:
Title:
Address:
Phone No.:
Facsimile No.:
Attn:
Email: _____

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subconsultants will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

20. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

21. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant and Subcontractors with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

22. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

23. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination

of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

24. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

25. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity.

26. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement will be governed by the laws of the State of California.

27. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

28. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

29. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

30. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

31. Entire Agreement and Order of Precedence. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties. Notwithstanding that the RFP and Proposal are incorporated into this Agreement as Exhibit B and Exhibit C, respectively, if any provision in the Proposal or the RFP differs from or is inconsistent with the terms of this Agreement, including Exhibit A, the terms of this Agreement, including Exhibit A, will take precedence over any such differing or inconsistent provision. Likewise, to the extent any terms in the Proposal differ from or are inconsistent with the terms of the RFP, the terms of the RFP will take precedence over any differing or inconsistent terms in the Proposal

32. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

33. Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

34. Signatures.

34.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

34.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

CITY:

* By: _____

By: _____

G. Harold Duffey, City Manager

Printed Name: _____

Title: _____

ATTEST:

** By: _____

By: _____

Amanda McVey, City Clerk

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Katherine Wisinski, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,
President, or
Vice-President

**Group B.
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member or the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner or the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

DRAFT

AGREEMENT FOR DESIGN ENGINEERING SERVICES
<Name of Consultant>

Citywide Non-Potable Water Distribution System Project, CIP No. 592-59202
EXHIBIT "A"

PART ONE - SCOPE OF SERVICES

1. General. Consultant must provide design engineering design and related services for the Project, as more particularly described in the RFP and Proposal, including and subject to the following general requirements.

1.1 Preliminary Design Conference. Within 10 days following the City's execution of this Agreement, or as otherwise specified in Exhibit A, Consultant must attend a preliminary design conference with the Project Manager. At the request of the Project Manager, the Consultant must submit written minutes of the preliminary design conference in order to demonstrate its understanding of the Project requirements.

1.2 City Approval. Consultant may not proceed with the development of successive Design Documents, as detailed below in Section 2, until it has received written approvals from the City. Consultant must promptly review and revise the following to the City's satisfaction, without additional compensation:

(A) Design Documents submitted for City approval and to which the City has objections; and

(B) Design Documents which have been determined by the City to present excessive cost or constructability problems.

1.3 Governmental Approval. Consultant must assist the City with obtaining the following required approvals from governmental agencies with jurisdiction over the Project: N/A.

1.4 Consultant will control the manner and the means of the services to be provided, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.5 Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

2 Basic Services. In addition to the tasks specified in the RFP and Proposal, Consultant's Basic Services include the following:

2.1 Project Schedule. Within 10 days following the City's execution of this Agreement, Consultant must prepare and submit for the City Engineer's review and approval a preliminary Project Schedule, based on the Proposed Project Schedule included in in Part Two, below, showing the timing and sequencing of the major design and construction phases required to complete the Project. The preliminary Project Schedule should include times for completion of all major phases of environmental procedures, if applicable; design; bidding; construction; final close out; or as otherwise specified by the Project Manager. The Project Schedule must be updated for the City Engineer's review and approval upon completion of each major phase included in the Project Schedule.

2.2 Cost Estimate. As the design process progresses, Consultant must submit updates to the preliminary cost estimate for the City's approval concurrent with its submission

of the Schematic Design Documents, Design Development Documents, and Construction Documents, respectively. If at any time, an updated cost estimate exceeds the City's previously approved cost estimate, Consultant must provide the City with recommendations for constructing the Project within the City's budget.

2.3 Schematic Design Documents. Within the time specified in the approved Project Schedule, Consultant must prepare and submit for the City Engineer's review and approval Schematic Design Documents consisting of drawings, outline specifications, and other documents showing the Project's basic components, scale, and location on the Project site. The Schematic Design Documents must include, to the extent applicable, conceptual plans of the Project site and improvements; preliminary sections and elevations; approximate areas, volumes, and dimensions; and preliminary selections of materials and systems. The Schematic Design Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Schematic Design Documents.

2.4 Design Development Documents. Based on the approved Schematic Design Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval the Design Development Documents. The Design Development Documents must further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, engineering, mechanical and electrical systems, as applicable. The Design Development Documents must include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general quality levels. When submitting the Design Development Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Schematic Design Documents, including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Design Development Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Design Development Documents.

2.5 Construction Documents. Based on the approved Design Development Documents and within the time specified in the approved Project Schedule, Consultant must prepare for the City Engineer's review and approval, and required governmental agency approval(s), if applicable, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and technical specifications that comply with all applicable codes, laws, ordinances and regulations in effect at the time of their preparation at the location of the Project, and as further specified in the RFP. The Construction Documents must be submitted to the City Engineer in electronic form, ready to be added to the front end documents, which will be prepared by the City using the City's approved front end documents. When submitting the Construction Documents for the City Engineer's approval, the Consultant must identify in writing all material changes and deviations, if any, that have taken place since approval of the Design Development Documents including, but not limited to, changes to the last updated cost estimate and the approved Project Schedule. The Construction Documents and updated cost estimate may be submitted electronically to the Project Manager, unless the Project Manager specifically requests two printed sets and one reproducible set of the Construction Documents.

2.6 Bidding Phase Services. Consultant must assist the City during the bidding phase, including, if applicable, prequalification of bidders; conducting pre-bid meetings or site walks; issuance of addenda; bid review; and review of bid protests. If the lowest responsive bid exceeds the final approved construction cost estimate by 25 percent or more, and the City, acting in its sole discretion decides to reject all bids and re-bid the Project, Consultant

must, at no additional cost to the City, work with the City to make the modifications to the Construction Documents to reduce the cost of construction so as not to exceed the previously approved construction cost estimate by more than the stated additional percentage.

2.7 Construction Phase Services. During the Construction Phase the Consultant must provide the following services to the City, as more particularly specified in Exhibit A:

(A) General administration of the Construction Contract including: review and advise the Project Manager as to the accuracy and reasonableness of Contractor's schedule of values; coordinate the Project Schedule with the Contractor's Work schedule; provide prompt and complete responses to Contractor's requests for information; and coordinate efforts with the Project Manager to ensure the Project is completed in a timely, cost-effective manner, consistent with the City's requirements.

(B) Ongoing design services as needed, including: interpretations and clarifications of the Construction Documents provided by the Consultant; and preparation of design details for Change Orders, as needed for the proper execution and progress of the Work and consistent with the intent of the approved Construction Documents.

(C) Consultant must timely review Contractor's design-related submittals, including shop drawings, product data and samples, and issue written approvals of and/or recommendations to the City within ten days of receipt of each such submittal, unless additional time is required based on the nature of the submittal, in which case the review must be completed as soon as practicable under the circumstances. Consultant must check the submittals for compliance with the approved Construction Documents. Consultant's review must not extend to the Contractor's means, methods, techniques, sequences, or procedures, unless such have previously been specified in the Construction Documents.

(D) Consultant must assist the Project Manager in evaluating whether to recommend approval of requests for changes in the Work, and, if applicable, must assist with preparing proposed Change Orders.

(E) Consultant must visit the Project site at intervals sufficient to monitor the progress and quality of the Work and to determine whether the Work is proceeding in conformance with the Construction Documents. Following each Project site visit, Consultant must promptly provide the Project Manager with a written report of Consultant's observations and recommendations, if any. If Consultant becomes aware of any defects or deficiencies in the Work, Consultant must provide prompt notice to the Project Manager, followed by written confirmation of that notice. If, in Consultant's opinion, special testing or inspection of the Work is needed, Consultant must recommend appropriate procedures and consultants to the City. Consultant is not responsible for Contractor's safety precautions and programs. However, if Consultant has knowledge of safety violations, Consultant must give prompt notice to the City of such violations.

(F) Consultant must assist the City in evaluating the Contractor's payment applications in accordance with the Construction Documents. Based on on-site observations and review of other relevant information, Consultant must evaluate whether the Work has progressed to the point indicated in the payment application. Consultant's review must include review of the status of the Contractor's record drawings.

(G) Consultant must attend meetings with the Project Manager and Contractor(s) prior to and during construction as follows: **Monthly or after each milestone as described in the Project Schedule.**

(H) Consultant must prepare and submit reports on the progress or status of the Work to the Project Manager as specified: **Monthly or part of each progress payment submittal.**

(I) Consultant must conduct inspections reasonably necessary to determine whether Contractor has achieved final completion of the Work in accordance with the Construction Contract, and must prepare a list of items to be completed or corrected (the "punch list"), including estimates of the cost for the City to correct or complete each punch list item, as well as required final submittals (e.g., warranties, manuals, as-built drawings, etc.) in order to achieve final completion.

2.8 Close Out and Post-Construction Services

(A) Consultant must promptly perform all tasks reasonably necessary for Project close out. If requested, Consultant must provide the City with a color schedule of all finished materials incorporated into the Project.

(B) If requested by the City, Consultant must make up to two (2) visits to the Project site during the warranty period to advise the City on the need for warranty work.

(C) All Project plans, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, must be and remain the property of the City for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the Project. The City reserves the right to use the Construction Documents, record drawings, or estimates related to the Project for the purposes of additions, alignments, or other development on or near the site or elsewhere in the City. Nothing in this provision is intended to transfer or waive Consultant's copyrights over these documents, including, but not limited to, all common law, statutory, and other reserved rights, unless transferred or waived in writing by Consultant. Notwithstanding the foregoing, if the City proposes to reuse the Construction Documents, in whole or in part, the City and Consultant will specify the terms and conditions for the reuse in this Agreement by an amendment or addendum.

3. Additional Services. If not expressly included in Basic Services, as specified above or in RFP or the Scope of Services in Exhibit A, the following services must be provided by Consultant and will be paid for as Additional Services, subject to prior written authorization by the City:

3.1 Investigation of financing or other special studies to determine the financial feasibility of the Project.

3.2 Consultations, negotiation, and the like for procurement of Project financing.

3.3 Investigation of or measured drawings of existing conditions or improvements or verification of the accuracy of the City-provided drawings or other information on existing conditions.

3.4 Surveys, site evaluations, or legal descriptions.

3.5 Soils, subsurface and environmental studies, reports and investigations required by outside agencies with jurisdiction over the Project.

3.6 Revisions to the City-approved Construction Documents which are required due to circumstances outside of Consultant's control.

3.7 Design, coordination, management, expediting and other services for the procurement of materials to be obtained or work to be performed by the City, including, but not limited to technology or other specialty systems which are not otherwise required by this Agreement.

3.8 Estimates, appraisals, consultations, and related services required for the repair or replacement of an insured loss.

3.9 Preparing for or providing expert witness services or participation in out-of-court dispute resolution in connection with any Project-related dispute or adversarial proceeding to which the Consultant is not a party, or potential party.

3.10 Out of town travel in connection with the Services, other than travel between Consultant's office, the City's offices, and the Project site.

3.11 The City-requested services which are not included in Basic Services and are not customarily provided as part of generally accepted design engineering design services for this type of project and the region in which the Project is located.

3.12 Extended services required by non-performance, suspension, termination, or default of the Contractor in the performance of the Work, through no fault of Consultant.

3.13 Preparation of special models, renderings or mock-ups, which are not included in Basic Services.

3.14 Other services as agreed to by the Parties as set forth in written amendment or addendum to this Agreement.

4. References. Consultant's Services, including preparation of the Design Documents, should be informed and guided by the information or requirements included in the Request for Proposal, attached as Exhibit B.

PART TWO - PROPOSED PROJECT SCHEDULE

AGREEMENT FOR DESIGN ENGINEERING SERVICES
EXHIBIT "B"

REQUEST FOR PROPOSALS

City of Brentwood
Citywide Non-Potable Water Distribution System Project, CIP No. 592-59202

[Attach City's RFP, including any exhibits thereto.]

DRAFT

AGREEMENT FOR DESIGN ENGINEERING SERVICES
EXHIBIT "C"

PROPOSAL
<Name of Consultant>

City of Brentwood
Citywide Non-Potable Water Distribution System Project, CIP No. 592-59202

[Attach Consultant's Proposal, including any exhibits thereto.]

DRAFT

Exhibit B – Scope of Services

Project Description

Construction of the non-potable water (NPW) pumping facility located at 230 Fairview Avenue was completed in 2022. Commissioning of a sixth effluent pump at the Wastewater Treatment Plant (WWTP) was completed in mid-2024. The City is requesting to evaluate the existing conditions and available alternatives to expand the capacity of this pumping facility.

The existing pump station consists of two booster pumps and a jockey pump located in a concrete masonry unit (CMU) utility building. The pump station utilizes a PLC-based control system with SCADA telemetry. A new pole-mounted transformer and utility service was installed by PG&E to power the facility. A plug-in receptacle for a portable standby generator is included. The facility currently functions as an inline booster pump station, receiving flow from the Zone 1 distribution system and boosting it to Zone 2. Provisions were made for connection of a future on-site storage tank.

The facility was designed in accordance with the following criteria:

- Minimum flow: 18 gpm
- Maximum flow: 1,000 gpm at 125 psi discharge and 80 psi suction pressures
- Maximum suction pipe velocity: 4.0 ft/s (10" pump suction pipe)
- Maximum discharge pipe velocity: 6.4 ft/s (8" pump discharge pipe)

PG&E provided a 200-amp service with a pole-mounted transformer rated 75 kVA. A concern has been raised whether this transformer can power the full load amps continuously or can only power one duty pump and the jockey pump in simultaneous continuous operation.

City operators reported the following regarding recent operating conditions:

- Pump station target set point is 125 psi.
- During the daytime this pressure setpoint is maintained while experiencing flow demands of 300-400 gpm continuously.
- Demand increases to peak at 10:30 pm and discharge psi drops to approximately 74-80 psi while delivering 1,000 gpm while duty pump is running at 100% speed. Peak demand occurs for 6 to 8 hours nightly.
- Pump station suction pressure ranges from 80 to 85 psi but may drop to 30 psi during peak demand due to lack of pumping capacity at the WWTP.
- There are more customers connected to the system now than when the last demand assessment/modeling effort was performed prior to construction of the pump station. All new developments in the service area are required to connect to the recycled water system.
- Several golf courses closed after the 2013 study, but the City would like to retain the capability to connect them in the future.

The City has recently determined that additional pumping capacity would be beneficial to operation of the NPW system, particularly during peak summer demands. The following operating criteria will be considered:

- Peak flow demand for Zone 2 is currently unknown. A preliminary target flow rate of 2,000 gpm was discussed but demands may exceed 2,200 gpm. Addition of future demand is anticipated as new customers are connected.
- Minimum delivery pressure of 60 psi is required for the end user with a target goal of 70 psi at each point of connection. This is anticipated to require a pump station discharge pressure of 155 psi, based on prior operation of the raw water pumping station and modeling data.
- Operate at peak flow for minimum of 9 hours continuously.
- An on-site tank will be needed to allow the pump station to meet peak nighttime flow and pressure demands without exceeding the peak delivery capacity of the WWTP pump station.
- The installation of a tank will significantly reduce available pump suction pressure and require pump upgrades to provide the additional lift. The 2019 HydroScience Design Report proposed a partially buried 1.1 MG tank, and prior reports recommended a 1.5 MG tank to fully utilize the WWTP design pumping capacity and maximize delivery. Tank size will be evaluated, maximizing the existing available area on the site.
- Due to limited information on the existing and future customer demand, the desired pump station duty point will be derived from the available tank volume and max system delivery pressure.
- The City envisions Roddy Ranch Pump Station as a means to augment the recycled water by pumping raw East Contra Costa Irrigation District (ECCID) water directly into the new Zone 2 tank, not as a stand-alone booster pump station.

In developing the pump station upgrade conceptual design, the City will evaluate the following options:

- Addition of a hydropneumatic tank and/or a jockey pump to reduce pump starts and stops.
- Addition of an onsite storage tank to provide a supply buffer to the pump station.
- Utilize both large pumps in combination with the jockey pump to meet peak demand.
- Increase the size of the jockey pump. This will increase the minimum pump station flow rate and may require an on-site hydropneumatic tank to manage low flow rates.
- Adding an additional structure with new pumps while leaving the existing pump station building in place.
- Increase the electrical service size, including the addition of a pad-mounted transformer, to accommodate the increased electrical demand.
- Replacement of existing above-grade and buried piping including tie-ins.

The City is seeking a solution that maximizes the value of existing assets while providing the maximum possible improvement to flow and pressure output without triggering rework of buried piping. The City understands that some solutions identified may increase pump suction and discharge piping beyond typical maximum velocities and has indicated that this may be acceptable as a near-term solution.

The purpose of the study is to evaluate alternatives and recommend the best approach to upgrading the facility to provide the desired peak flow capacity.

Scope of Services

Task 1: Project Initiation, Hydraulic & Operational Evaluation

Respondent will conduct a virtual kickoff meeting with City staff. The meeting will be attended by Respondent key staff, the City's lead Project manager, and supporting engineering and operations and maintenance (O&M) staff who will be involved in the Project or have valuable input to contribute. Respondent will prepare an agenda and submit it at least one week prior to the meeting. The agenda will include a list of information needs to support the City's evaluation. Respondent will collect data from the City at the kickoff meeting and, if necessary, visit the Project site with the City team to review existing conditions and discuss the details of the Project.

Respondent will evaluate the existing system including SCADA data and will develop hydraulic criteria for the pump station improvements:

- Flow demand including peak hour demand
- Pump station minimum and maximum discharge pressure
- Feasible tank volume.
- Site, visibility, constructability and geotechnical limitations for tank construction will be considered.

Respondent will present the results of the initial research phase and hydraulic analysis to the City for confirmation, prior to proceeding with Task 2.

Meetings:

- Kickoff meeting (virtual)
- Two coordination meetings during this task (virtual)
- 1 site visit

Task 2: Pumping Facility Evaluation

Utilizing the system flow and pressure criteria established in Task 1, Respondent will evaluate alternatives to upgrade the Pump Station to meet this new duty point or to come as close as possible to it within the limitations of the existing pump suction and discharge manifolds, pump cans, building space, and power distribution systems. Additionally, the option of adding a new structure with added pump capacity will be considered. The evaluation will consider the following:

- **Storage:** Develop preliminary design criteria for the tank to be constructed at the site. This change will significantly drop the suction-side pressure, requiring pump replacement.
- **Pumps:** Update the pump hydraulic calculations to determine the new duty point for various pumping scenarios (number of pumps operating simultaneously). Check that pump NPSH requirements are met at higher suction line velocities. Coordinate with the pump manufacturer as required.
- **Identify Capacity Expansion Options:** In coordination with the pump manufacturer, determine the largest feasible pumps that can be installed within the existing pump cans and perform acceptably with the existing suction and discharge piping diameters, and additional pumps added if feasible. The performance of the upgraded pumps under the expected hydraulic conditions will be estimated. Note that the available hydraulic model does not support the development of a complete system curve, nor does this scope

include updating the model to provide that capability. Instead, estimates will be made based on data provided and evaluated in Task 1 and the tank size determined in Task 2.

- **Additional Pumps:** Evaluate the option of adding an additional structure to house additional pumps, including equipment slabs, pump cans, electrical panels, HVAC, lighting, similar to the existing building.
- **Pump Station Piping:** Determine the suction and discharge piping velocities at the higher target flow, evaluate whether these velocities are feasible from a short-term and long-term standpoint, comment on the potential effects of these velocities on pipe interior lining life, and provide a recommendation for whether pipe upsizing is needed in the near-term or the longterm.
- **Evaluate Turndown Capabilities:** Identify the flow turndown capabilities of the proposed replacement pumps operating at minimum speed.
- **Appurtenances and Instrumentation Upgrades:** Identify appurtenances and instrumentation requiring replacement due to increased pump station capacity. This evaluation will include, but is not limited to, air/vacuum release valves, flow meter, surge anticipator valve, and other mechanical equipment.
- **Building Ventilation:** Increased heat loading due to larger motors and pump VFDs may exceed the capacity of the existing air conditioning and ventilation. These will be assessed for replacement if necessary.
- **Electrical Utility Service:** Utilizing the load estimates prepared from the pumping/hydraulic evaluation, determine the additional utility service and power distribution capacity needed to support the higher pumping horsepower. It is anticipated that a pad-mounted transformer will be required to meet the demand.
- **Budgetary Costs:** Respondent will prepare an Engineer's Opinion of Probable Construction Costs for the recommended alternative. This will be utilized by the City to secure funding for design and construction of the Project.

Respondent will present the results of evaluation in a Draft Technical Memorandum (TM). Respondent will incorporate City feedback as appropriate and finalize the TM.

Meetings:

- Two virtual coordination meetings during this task

Deliverables:

- Draft and Final Facility Upgrade Technical Memorandum with estimate and 10% drawings, PDF.

Notes

- The City requests assistance with a PG&E service application for upgraded power service to be completed when detailed design is completed.
- The Project excludes hydraulic modeling, but may be needed. The evaluation will be based on a review of SCADA data and City provided information on observed operating conditions.
- The Project assumes the WWTP can provide adequate supply to fill the proposed tank. An analysis of WWTP supply to the tank is not included in this scope of work, but may be needed.
- A surge analysis of the delivery main may be required for design.

- Site development improvements (fence relocations, trail modifications, etc.) will not be evaluated in the detailed design phase. Conceptual improvements will be limited to site boundaries.
- Design modifications to Roddy Ranch Pump Station during detailed design phase. Conceptual design will show a pipeline coming from the site boundary to a tank air gap connection.

Task 3: Project Design and Construction Services

All engineering services that will be necessary to complete the Project from design through construction shall be done under the supervision of, and stamped by a Professional Engineer licensed in the State of California. Engineering services shall include, but not be limited to the following:

3.1 PROJECT MANAGEMENT

The selected design firm shall assign a person to manage all aspects of this Project and shall not change or reassign said person or other key staff without prior written City approval. The assigned Project Manager will be the primary contact for City staff. The Project Manager and other key personnel associated with specific disciplines shall meet with City staff as needed. The City will schedule these meetings as needed and the content of these meeting will be coordinated through the City. The Project Manager for this Project will also be available to participate in public workshops and to attend various meetings with affected jurisdictions and agencies as needed.

3.2 SURVEYING

All survey work shall be performed under the supervision of a person licensed to practice land surveying in the State of California. The scope of surveying services required for this Project includes, but is not limited to:

- All topographic surveys needed to study and design this project, 20-scale with 1-ft contours
- Preparing topographic maps
- Provide necessary office and field documentation to the City
- Control surveys (horizontal and vertical, vertical datum set to NAVD88)
- Survey shall include property lines/right-of-way boundaries, easements, and mapping of existing utilities
- Construction staking

3.3 LOCAL AGENCIES AND UTILITY COORDINATION

Coordinating with all affected local agencies and utilities is essential to the success of this Project. The following is a list of the local agencies and utilities that may be affected by this Project:

- Pacific Gas and Electric (PG&E)
- AT&T
- Comcast
- Contra Costa County Flood Control District
- East Contra Costa Irrigation District
- East Contra Costa Fire District

- City of Brentwood - sewer, potable and non-potable water, storm drain, fiber optic, SCADA, landscape, irrigation, street lights and City-owned electrical and gas lines, as well as building and electrical permits

The scope of this Project includes all coordination with affected local agencies and utilities including those not mentioned above that may have facilities or jurisdiction within the Project area. Services shall include sending utility notices, obtaining utility information, identifying and resolving any potential conflicts, and clearly identifying utilities in the plans.

3.4 CORROSION ENGINEERING

The selected Respondent shall provide site specific corrosion engineering design that will protect the piping, fittings, and valves from the corrosive effects of the local soils. A corrosion engineer shall prepare detailed corrosion protection design, including an engineering report, plan sheets, technical specifications, and cost estimate.

3.5 STORMWATER POLLUTION PREVENTION PLAN (“SWPPP”)

The selected Respondent shall prepare a SWPPP for the Project and all associated documents needed to submit a Notice of Intent (“NOI”) and obtain a Waste Discharger Identification number (“WDID”) for the Project. Services shall include, but not be limited to, performing a risk assessment and determination, preparing site maps for the Project, drafting the SWPPP prepared and signed by a Qualified SWPPP Developer (“QSD”), submitting the NOI and obtaining a WDID number.

3.6 DESIGN ENGINEERING

The selected Respondent shall make engineering calculations, design recommendations and decisions necessary to complete the Project design in accordance with City of Brentwood standards. Design services to be provided will include, but not be limited to the following services:

- Identify existing improvements and utilities in conflict with the proposed improvements.
- Pipeline design based on existing conditions and site survey. Pipeline design will include tie-in details and identify limits for installation.
- Cathodic protection design specific to pipeline and the Project site.
- Preparation of contract documents, including plans, specifications, and cost estimate signed and stamped by a Professional Engineer licensed in the State of California (collectively “Contract Documents”).
 - Plans, specifications, and estimates shall be submitted to the City for review at fifty percent (50%), seventy-five percent (75%), and ninety-five percent (95%). Each submittal shall include prior submittal comments and a list of the resolution for each comment. Design meetings may be required to discuss any questions about the design and design review comments. The meeting will include City staff and the selected Respondent's designer and/or project manager.
 - Selected Respondent shall prepare technical specifications and combine with City front end specifications.
 - Selected Respondent shall include in the Contract Documents all mitigation measures as described in the Initial Study/Mitigated Negative Declaration (“IS/MND”) (located on the City’s website).
 - Final signed, bid-ready Contract Documents shall be submitted after all City comments have been addressed.

- SWPPP preparation and inclusion into the Contract Documents.
- Traffic Control Plan preparation and inclusion into the Contract Documents.

3.7 PROJECT SCHEDULE

Selected Respondent shall provide a detailed schedule for completion of design identifying task durations and anticipated dates for utility notifications, survey, and design submittals with review time (50%, 75%, 95%, and final). For scheduling purposes, design can start immediately after award of the design contract as shown in Section 2.0 - RFP Schedule. Funding has been secured and City anticipates bidding the Project immediately following completion of the design.

3.8 BIDDING SUPPORT PHASE

Selected Respondent will provide design support as needed during the bidding of the Project. Responsibilities include, but are not limited to, responding to questions, preparation of addenda, if required, which may include preparing supplementary drawings and specifications.

3.9 ENGINEERING SERVICES DURING CONSTRUCTION

It is the intent of the City to hire the selected Respondent to assist with engineering services during construction, as needed. Services may include attending construction meetings, providing assistance during construction to City inspectors, field reviews, submittal review, reviewing and assisting with contract change orders (“CCOs”) and requests for information (“RFIs”) from the contractor.

3.10 POST CONSTRUCTION SERVICES

These services include the preparation and distribution of Record Drawings.

Project Deliverables

Selected Respondent shall make the following submittals to the City as part of the Project design:

- Design Review Submittals: Electronic copy of the plans in pdf format (both full size and 11x17 pdf), electronic copy of the specifications in pdf and editable Word format, and cost estimates in Excel and pdf format provided at the fifty percent (50%), seventy-five percent (75%), and ninety-five percent (95%) stages of completion.
- Review comments shall be returned with each revised submittal and shall be put into a matrix with responses to each comment and actions to be taken.
- Final Contract Documents: Electronic copy of the plans in pdf format (full size pdf), electronic copy of the specifications in pdf and editable Word format, and cost estimates in Excel and pdf format. Final Contract Documents in pdf format shall be signed and stamped by a Professional Engineer licensed in the State of California.