

ADDENDUM NO. 1

TO

REQUEST FOR PROPOSALS

FOR

PROGRESSIVE DESIGN-BUILD (PDB) SERVICES for
MOCHO PFAS TREATMENT PLANT

October 15, 2025

Zone 7 Water Agency's Request for Proposal (RFP) No. 2025-25 for the Progressive Design-Build Services for the Mocho PFAS Treatment Plant is modified as set forth in this Addendum. Respondents shall take this Addendum into consideration when preparing and submitting its Proposal. There are no other modifications to the RFP other than expressly contained in this Addendum 1. It is the responsibility of potential respondents to ensure receipt of any and all addenda.

REQUEST FOR PROPOSALS MODIFICATIONS AND CLARIFICATIONS

RFP

Section 2.4 Project Schedule

1. *Replace* "mile26stone" with "milestone" in paragraph 1.

Section 2.5 Disadvantaged Business Enterprise Requirements

1. *Insert* the following new section, Section 2.5 Disadvantaged Business Enterprise Requirements:

"To preserve the Project's eligibility for federal funds, this solicitation is subject to Title 40 CFR Part 33, regarding DBEs. Proposers must take appropriate steps to inform themselves regarding these regulations and must use good faith efforts to ensure that DBEs have the opportunity to compete for subcontracting opportunities relating to this procurement. Following selection, the PDB Firm will be subject to further good faith efforts requirements as specified in the PDB Agreement.

Note: These provisions are based on current terms that apply with respect to federally funded projects and may require amendment to be consistent with the terms of any final funding agreement(s) for the Project and remain subject to further review.

Pursuant to 40 CFR 33.301, a recipient of WIFIA funds is required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Good faith efforts are required to ensure that all DBEs have the opportunity to compete for procurements funded by EPA financial assistance. These include:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing the total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section."

Section 4.5 Procurement Schedule

1. *Replace* RFP Questions Due "1:00 p.m., October 30, 2025" with "1:00 p.m., October 31, 2025" in Table 2.

Section 4.6 Pre-Proposal Meeting and Site Tour

1. *Replace* paragraph 2 with the following: "The meeting will be held in person at the Mocho Groundwater Demineralization Plant (MGDP) at **5215 Stoneridge Drive, Pleasanton, CA** on **October 23, 2025, at 8:00 a.m. – 10:00 a.m.** Due to site constraints, please plan to park off-site. To help effectively communicate to all during this event, we request that attendance from your team is limited to three people or less."

Section 5.3.8 Appendix A (Administrative and Technical Proposal Forms)

1. *Insert* "Form 10: DBE Forms".

Section 7.3.1 Conflict of Interest

1. *Replace* the section in its entirety with the following:

"Contractors and consultants proposing a design-build project or joining a design-build team may not have an organizational conflict of interest. Organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational

structure that result in: (i) impairment or potential impairment of consultants' or contractors' ability to render impartial assistance or advice to the Agency, (ii) impairment or potential impairment of consultants' or contractors' objectivity in performing work for the Agency, (iii) an unfair competitive advantage for any Proposer with respect to the Agency's procurement, or (iv) a perception or appearance of impropriety or unfair competitive advantage with respect to any of the Agency's procurements or contracts (irrespective of whether such perception is accurate).

Persons or entities are considered to have an organizational conflict of interest and may be barred from submitting 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, provided that 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 under those rules, to disclose any conflicts of interest to the Agency, and to appropriate action to address those conflicts, consistent with the law.

Nothing in this conflict of interest requirement is intended to limit, modify or otherwise alter the effect of other relevant federal, state, or local regulations, statutes or rules. The Agency shall be entitled to pursue any and all appropriate legal remedies related to confirmed or alleged conflicts of interest under these laws and statutes."

Attachment A, Definition of Terms

1. *Replace* "Key Personnel" definition with the following:

"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, construction superintendent(s), design manager, and design lead(s)."

Attachment C, PDB Agreement and PDB Agreement Exhibits

1. *Delete* "[Note to Proposers: PDB Agreement to be inserted in Addendum 1]".
2. *Insert* the following attachment "Agreement Between Owner and Design-Builder for Progressive Design-Build".

Attachment D, Administrative and Technical Proposal Forms

1. *Insert* "Form 10 – DBE Forms".

QUESTIONS AND RESPONSES

1. Question:
With regards to the confidential meeting, does the Agency intend on providing more details on the expectations/agenda, or do you prefer the Proposer to provide the agenda? Further, will you provide the attendees from the Agency's side so we can plan accordingly?

Response:

The Agency will not provide an agenda or requirements for the confidential one-on-one meetings, and the meeting will be led by the Proposer. The Proposer will be responsible for preparing the agenda and format for the confidential one-on-one meeting. Key project staff and representatives from the Agency will be in attendance.

2. Question:
The Project Overview and Work Objectives sections of RFP Attachment F note a project element to assess the condition of existing wellfield raw water piping. Please elaborate on the expected extent of this assessment for our planning of the level of effort.

Response:

The Proposed PDB Team's level of effort should reflect their approach to providing the necessary driving force from the wells to finished water distribution. If the pressures in the raw water piping are to remain unchanged, the anticipated level of effort is expected to be none to minimal. If the pressures are anticipated to change, the level of effort should reflect collecting the

information necessary to characterize the improvements necessary to protect the pipelines for the anticipated pressures and flows during Project construction, startup, and operation.

3. Question:

Proposal Part 3 Section B shall include information regarding Key Personnel. Attachment A provides this list of Key Personnel to be included. This list appears to be limited to the Contractor's roles and does not include key roles from the Engineer. Please confirm the Key Personnel to be provided in the proposal.

Response:

Addendum 1 modifies the "Key Personnel" definition in Appendix A to include the "Design Manager" and "Design Lead(s)".

4. Question:

Per Section 4.5 of the RFP, questions are due 10/30 at 1pm. This is before the completion of all one-on-one meetings. Can this deadline be pushed to a later date and time to allow for any further questions generated during the one-on-one meetings?

Response:

Addendum 1 extends the RFP questions deadline to 10/31 at 1:00 p.m.

5. Question:

Section 6.3 of the RFP: Subsection 1.a and 1.b of Design and Construction Experience requires projects within the past 10 years. Can these timelines be extended to 15 years?

Response:

No, project experience within the past 10 years is required per Section 6.3 of the RFP.

END OF DOCUMENT

AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER
FOR PROGRESSIVE DESIGN-BUILD

THIS AGREEMENT is by and between _____ (“Owner”) and

_____ (“Design-Builder”).

PROJECT INFORMATION

Project: Mocho PFAS Treatment Plant

Design-Build Agreement: Mocho PFAS Treatment Plant (“Agreement”)

Engineer: Design-Builder has retained [] (“Engineer”) for the performance of professional engineering services under this Agreement.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Agreement. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: [] *[include mailing and delivery addresses, e-mail address, telephone numbers]*
2. Design-Builder’s Authorized Representative: [] *[include mailing and delivery addresses, e-mail address, telephone numbers]*

Owner and Design-Builder further agree as follows:

ARTICLE 1 – THE WORK

- 1.01 *General Description:* Design-Builder shall complete all Work as specified or indicated in the Agreement. The Work is generally described as the design and construction of the following: A new centralized drinking water treatment facility to treat wellfield water for the removal of per- and polyfluoroalkyl substances (PFAS).
- 1.02 *Work Stages:*
 - A. *Preconstruction Phase:* As set forth in more detail in Exhibit A, which is attached and incorporated by reference, Design-Builder shall perform the following in the Preconstruction Phase: management activities, design development, prepare project schedules, procurement and GMP development, preparation of management plans.

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- B. *Early Construction Phase:* If Owner and Design-Builder advance to the Early Construction Phase, the Parties will execute an amendment to this Agreement which shall describe the scope of services. The scope of services shall generally include: management activities, procurement activities, design activities, operation and maintenance support activities.
- C. *Construction Phase:* If Owner and Design-Builder advance to the Construction Phase, then the Parties will execute an amendment to this Agreement and Design-Builder shall perform the following generally described work in the Construction Phase: Preparation of Construction Drawings and Construction Specifications, based on the Preliminary Technical Documents; Construction; Start-up, Testing, and Commissioning; and Correction Phase services.
- D. Regardless of stage, the Work is subject to the terms of the General Conditions, as applicable to the phase of Work.

ARTICLE 2 – AGREEMENT TIMES

2.01 *Time of the Essence*

- A. All time limits for Design-Builder's attainment of Milestones, Substantial Completion, and Completion and readiness for final payment, as stated in the Agreement, are of the essence of the Agreement.

2.02 *Agreement Times: Preconstruction Phase*

- A. Design-Builder shall complete the Work under the Preconstruction Phase in the timeframe described in the attached Exhibit B-1.

2.03 *Agreement Times: Early Construction Phase*

- A. The Agreement Time for the Early Construction Phase shall be described in an amendment to the Agreement pertaining to the Early Construction Phase.

2.04 *Agreement Times: Construction Phase*

- A. The Agreement Time for the Construction Phase shall be described in an amendment to the Agreement pertaining to the Construction Phase.

2.05 *Liquidated Damages;*

- A. *Construction:* Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Article 2. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that the Early Construction Phase and Construction Phase amendment to this Agreement shall set forth liquidated damages for delay, but not as a penalty.

ARTICLE 3 – AGREEMENT PRICE

3.01 *Agreement Price Definitions*

- A. For purposes of this Agreement, the following definitions apply:

1. Preconstruction Phase Price—the price established as Design-Builder’s compensation for the performance of the Preconstruction Phase Work.
2. Early Construction Phase Price—this is the price established pursuant to an amendment to the Agreement. One or more Early Construction Phase Work packages may be issued subject to a Guaranteed Maximum Price for each package.
3. Construction Phase Price—the portion of the Agreement Price established as Design-Builder’s compensation for the performance of the Construction Phase Work, subject to a Guaranteed Maximum Price.

3.02 *Preconstruction Phase*

- A. For performance of the Preconstruction Phase Work in accordance with the Agreement Documents, Owner shall pay Design-Builder as set forth in Exhibit B-1 to B-3.

3.03 *Early Construction Phase*

- A. Owner shall pay Design-Builder for Early Construction Phase Work as set forth in amendment(s) to the Agreement.

3.04 *Construction Phase*

- A. As part of Preconstruction Phase, Design-Builder is required to determine an estimate of the Cost of Completion of the Work, including completion of the design and all construction labor, administration, equipment, materials, and subcontracts (“Completion Cost Estimate”). Any categories of Construction that are not included in the Completion Cost Estimate, because their price will be determined by competitive bidding as set forth in Exhibit B-4, should be noted. Design-Builder shall use the final Completion Cost Estimate as the basis for developing and submitting to Owner a proposed Guaranteed Maximum Price which includes the Design-Builder’s fee, as set forth in Exhibit B-4.
- B. The proposed Guaranteed Maximum Price shall be based on the Agreement Times developed during the Preconstruction Phase and expressly stated as an essential part of Design-Builder’s Guaranteed Maximum Price submittal to Owner.
- C. The proposed Guaranteed Maximum Price submitted by Design-Builder to Owner constitutes an offer that is binding on Design-Builder for 30 days.
- D. After receipt of the proposed Guaranteed Maximum Price from Design-Builder, Owner shall either (1) accept the Guaranteed Maximum Price, in which case the Guaranteed Maximum Price is binding on both Owner and Design-Builder for the performance of the Construction Phase Work; or (2) enter into negotiations with Design-Builder regarding the Guaranteed Maximum Price and the corresponding scope of Work and schedule, or (3) reject the Guaranteed Maximum Price. If Owner accepts the Guaranteed Maximum Price, or an accord is reached through negotiations, the parties shall prepare and enter into an amendment to the Agreement, memorializing the acceptance of such Guaranteed Maximum Price, as modified by any negotiations.

If Owner does not accept the proposed Guaranteed Maximum Price, and negotiations (if any) are not successful, then the Agreement shall terminate for convenience. Under such a termination for convenience:

1. Design-Builder shall be entitled to full payment for all Preconstruction Phase Work and Early Construction Phase Work that was performed by Design-Builder;
2. Owner shall be deemed the owner of all design documents, including the Preliminary Technical Documents and shall be entitled to use them in a future procurement; and
3. Owner shall assume and discharge all remaining payment obligations for any equipment or materials that Design-Builder has ordered or purchased for the Project pursuant to express authorization from Owner, and Design-Builder shall assign to Owner all rights and interests in any such equipment and materials.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment for processing by Owner in accordance with the General Conditions and any amendments to the Agreement.

4.02 *Progress Payments; Retainage*

- A. During the Preconstruction Phase the Owner shall pay approved invoice amounts within thirty (30) days of receipt for Preconstruction Phase services. Owner shall not withhold any portion of such payment as retainage.
- B. During the Early Construction Phase and Construction Phase, and subject to any amendments to the Agreement, the Owner shall make progress payments on the basis of Design-Builder's Applications for Payment on or about a mutually agreed date between the Owner and Design-Builder each month during construction as provided in Paragraphs 4.02.B.1 and 4.02.B.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Agreement. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Agreement.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Agreement:
 - a. 95 percent of the Cost of Work completed (or in the case of a Stipulated Price Agreement, such percentage of the value of Work completed), subject to the GMP, with the balance being retainage; and
 - b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed (subject to the Guaranteed Maximum Price), less such amounts set off by Owner pursuant to the General Conditions, and less 150 percent of Owner's estimate of the value of Work to be

completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

3. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of an Application for Payment pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the final amount due.

ARTICLE 5 – INTEREST

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of zero percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

ARTICLE 6 – INSURANCE AND BONDS

6.01 *Insurance*

- A. Design-Builder and Owner shall obtain and maintain insurance as required by the General Conditions and Supplementary Conditions.

6.02 *Performance, Payment, and Other Bonds*

- A. As part of the Work under the Early Construction Phase and Construction Phase, the Design-Builder shall furnish a performance bond and a payment bond, each in an amount equal to the Early Construction Phase and Construction Phase Price as duly established and modified under this Agreement, as security for the faithful performance and payment of Design-Builder's obligations under the Early Construction Phase and Construction Phase. These bonds shall be in the form prescribed by the Agreement and governed by the General Conditions. Design-Builder shall also furnish such other bonds as are required by other specific provisions of the Agreement.

ARTICLE 7 – DESIGN-BUILDER'S REPRESENTATIONS

7.01 *Representations*

- A. Design-Builder makes the following representations for Owner's reliance:
 1. Design-Builder has examined and carefully studied the Agreement Documents, and any data and reference items identified in the Agreement Documents.
 2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that

Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.

5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Agreement Documents; and the Site-related reports and drawings (if any) identified in the Agreement Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (3) Design-Builder's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Agreement and any subsequent amendments to the Agreement at the Agreement Price, subject to the Agreement Times.
7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Agreement Documents.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Agreement Documents, and the written response from Owner, if any, is acceptable to Design-Builder.
9. The Agreement Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder's entry into this Agreement constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Agreement Documents.

ARTICLE 8 – ACCOUNTING RECORDS

8.01 *Maintaining and Preserving Cost Records*

- A. Design-Builder shall keep such full and detailed accounts of materials incorporated and labor, services, and equipment utilized for the Work as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to cost-based or time-based compensation or reimbursement of any type or description, including but not limited to direct labor hours, standard rate hours, reimbursable expenses, change order pricing, and the Cost of Completion of the Work (if applicable).

Design-Builder shall preserve all such documents for a period of three years after the final payment by Owner.

ARTICLE 9 – AGREEMENT DOCUMENTS

9.01 Contents

- A. The Agreement Documents consist of the following:
 - 1. This Agreement (pages 1 to [], inclusive).
 - 2. General Conditions (pages [] to [], inclusive).
 - 3. Supplemental Conditions (pages [] to [], inclusive).
 - 4. Exhibit A, Preconstruction Phase Work.
 - 5. Exhibit B, Compensation for Preconstruction Phase Work.
 - 6. Addenda (numbers [] to []).
 - 7. Design-Builder's Proposal.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Performance Bond (in the form attached).
 - b. Payment Bond (in the form attached).
 - c. Other Bonds.
 - d. Agreement Amendments.
 - e. Work Change Directives.
 - f. Change Orders.
 - g. Record Drawings and Record Specifications.
 - 9. Other Exhibits to this Agreement (enumerated as follows):
 - a. **[List]**.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Agreement Documents other than those listed above in this Article 9.
- D. The Agreement Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- E. The order of precedence of the Agreement Documents shall be set forth in the General Conditions and any amendments relating to the Early Construction Phase and Construction Phase.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplemental Conditions.

10.02 *Assignment of Agreement*

- A. Unless expressly agreed to elsewhere in the Agreement, no assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

10.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement.

10.04 *Severability*

- A. Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Design-Builder's Certifications*

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Agreement to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on [] (which is the Effective Date of the Agreement).

OWNER:

DESIGN-BUILDER:

By: _____

By: _____

Title: _____

Title: _____

[If Design-Builder is a corporation, partnership, LLC, or a joint venture, attach evidence of authority to sign. In the case of a joint venture, expand the signature section to accommodate execution of the Agreement by an authorized representative of each joint venturer.]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

[State a license number in those states or other jurisdictions where applicable or required.]

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated [], [].

EXHIBIT A – PRECONSTRUCTION PHASE SCOPE OF WORK

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated [], [].

EXHIBIT B-1 – PRECONSTRUCTION PHASE – SCHEDULE

EXHIBIT B-1: Preconstruction Phase—Schedule.

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This is **EXHIBIT B-2**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated [], [].

B-2: PRECONSTRUCTION PHASE —STANDARD HOURLY RATES

Article 3 of the Agreement is supplemented as follows:

B3.01 *Preconstruction Phase Work Subject to Standard Hourly Rates Compensation*

- A. For each phase of Work under the Preconstruction Phase that is subject to Standard Hourly Rates compensation under Paragraph 3.02 of the Agreement, Owner shall pay Design-Builder for performance of such Work an amount equal to cumulative hours devoted to the Work under the specific phase by each class of design and construction professionals engaged directly in providing such services, regardless of the Agreemental tier of such design professionals' employers, times the Standard Hourly Rates for each applicable billing class for all services rendered, plus reimbursable expenses, if any.
- A. Design-Builder's Standard Hourly Rates Schedule is attached to this Exhibit B-2 as Appendix 1.
- A. Standard Hourly Rates set forth in Appendix 1 to this Exhibit B-2 include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit, and any mark-up by Design-Builder or its Project Design Professionals or Construction Subcontractors, regardless of contractual tier.
- B. Owner shall pay Design-Builder for Reimbursable Expenses. The amounts payable to Design-Builder for Reimbursable Expenses will be the Work-related internal expenses actually incurred or allocated by Design-Builder plus all invoiced external Reimbursable Expenses allocable to the services.

This is **EXHIBIT B-3**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated [], [].

B-3: PRECONSTRUCTION PHASE —REIMBURSABLE EXPENSES

Article 3 of the Agreement is supplemented as follows:

B3.02 Preconstruction Phase—Reimbursable Expenses

- A. For all Preconstruction Phase Work, other than Initial Equipment and Materials Procurement, in addition to other compensation as set forth in the Agreement including this Exhibit B, Owner shall also reimburse Design-Builder for specified expenses at the rates set forth in Table 1 below.
- B. Reimbursable expenses include the expenses identified in Table 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto. In addition, if authorized in advance by Owner, reimbursable expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Design-Builder for reimbursable expenses will be the Project-related internal expenses actually incurred or allocated by Design-Builder, plus all invoiced external reimbursable expenses allocable to the Project.
- D. **Table 1: Reimbursable Expense Rates**

Mileage (auto)	\$ []/mile
Air Transportation	at cost
Meals and Lodging	at cost

This is **EXHIBIT B-4**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Design-Builder for Progressive Design-Build** dated [], [].

B-4: CONSTRUCTION PHASE PRICE — COST OF COMPLETION OF THE WORK PLUS A FEE, SUBJECT TO A GUARANTEED MAXIMUM PRICE

ARTICLE 1 – Construction Phase Price

- 1.01 Owner shall pay Design-Builder as the Construction Phase Price for performance of the Construction Phase Work in accordance with the Agreement Documents an amount equal to the sum of the amounts determined for (a) Cost of the Completion of the Work and (b) Design-Builder's Fee; subject to (c) the Guaranteed Maximum Price.

ARTICLE 2 – COST OF COMPLETION OF THE WORK

- 2.01 Cost of Completion of the Work shall be determined as follows:

- A. *Purpose for Determination of Cost of Completion of the Work:* The term Cost of Completion of the Work means the sum of all costs necessary for the proper performance of completion of the Work at issue, as further defined below. The provisions of this Paragraph B-4: 2.01 are used to determine Cost of Completion of the Work when such is a component of the Agreement Price.
- B. *Costs Included:* Cost of Completion of the Work shall not include any of the costs itemized in Paragraph B-4: 2.01.C, and shall include only the following items of Construction Phase Work:
 - 1. Payroll costs for employees in the direct employ of Design-Builder in the performance of such Work under schedules of job classifications agreed upon by Owner and Design-Builder.
 - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages (including overtime wages) plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work outside the hours or days permitted by this Agreement shall be included in the above to the extent such performance of Work is authorized by Owner.
 - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder. For purposes of this Paragraph B-6: 2.01.A.1, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage of the materials and equipment, and Suppliers' field services required in connection with the materials and equipment. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.
3. Cost of permits obtained by Design-Builder.
4. Payments made by Design-Builder to Construction Subcontractors for Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of Completion of the Work plus a fee, the Construction Subcontractor's Cost of Completion of the Work and fee shall be determined in the same manner as Design-Builder's Cost of Completion of the Work and fee.
5. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Agreement.
6. Costs of special consultants (including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the Work.
7. Supplemental costs including the following items:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.
 - c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
 - e. Deposits lost for causes other than negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of Completion of the Work for the purpose of determining Design-Builder's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Agreement Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Completion of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph B-4: 2.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder's fee.
 - 2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
 - 3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.
 - 4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph B-4: 2.01.B.
- D. *Documentation:* Whenever the cost of any Work is to be determined pursuant to Paragraph B-4: 2.01.B and B-4: 2.01.C, Design-Builder will establish and maintain cost records in accordance with generally accepted accounting practices, and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

ARTICLE 3 – DESIGN-BUILDER’S FEE

3.01 Design-Builder’s fee shall be determined as follows:

- A. A fee based on [] percent of the Cost of Completion of the Work.

ARTICLE 4 – GUARANTEED MAXIMUM PRICE

4.01 If the final Construction Phase Price, as duly adjusted during the term of the Agreement, is less than the Guaranteed Maximum Price, Owner shall pay Design-Builder 20 percent of the difference of the Guaranteed Maximum Price and the final Agreement Price. Such payment shall become due at the end of the correction period established in the General Conditions.

ARTICLE 5 – CHANGE OF AGREEMENT PRICE

5.01 *Changes in the Agreement Price—Cost Plus a Fee/GMP Methodology:* The amount of any increases or decreases in Design-Builder’s fee which results from a Change Order, shall be set forth in the applicable Change Order subject to the following:

- A. If Design-Builder’s fee is a percentage fee, Design-Builder’s fee will adjust automatically as the Cost of Completion of the Work changes, subject to any Guaranteed Maximum Price, and the provisions of Paragraph B-4: 5.01.B.
- B. Wherever there is a Guaranteed Maximum Price:
 - 1. In the case of net additions in the Work, the amounts of any increase in the Guaranteed Maximum Price shall be proportional to the increase in the Construction Phase Price for such additions to the Work, exclusive of any mark-ups for profit, overhead, or fees of Design-Builder, Construction Subcontractors, or Suppliers.
 - 2. In the case of net deletions in the Work, the amount of any decrease in either the Guaranteed Maximum Price shall be proportional to the decrease in the Construction Phase Price for such deletions to the Work.

ARTICLE 6 – COMPETITIVE BIDDING OF SPECIFIED SUBCONTRACTED WORK

6.01 *Work to be Subcontracted After Competitive Bidding*

- A. As part of Construction Planning services during the Preconstruction Phase, Design-Builder shall prepare bid packages for the following categories of Construction, together with any other categories of Construction that the parties mutually agree shall be competitively bid as a result of Study and Report Phase or Construction Planning Phase tasks (examples only):
 - 1. *[e.g., concrete trade work package]*
 - 2. *[e.g., electrical trade work package]*
- B. The Guaranteed Maximum Price agreed to under Paragraph 3.04 shall not include compensation for the performance of the packages of Construction to be competitively bid. The Guaranteed Maximum Price agreed to under Paragraph 3.04 shall include anticipated administrative costs associated with such Construction.
- C. Design-Builder or a Construction Subcontractor shall solicit bids from subcontractors for the bid packages. The bidding procedures, including advertisements for bids and instructions to bidders, shall be consistent with public bidding practices in the jurisdiction in which the

Project is located. Design-Builder or Construction Subcontractor shall award each bid package to the responsible bidder submitting the lowest responsive bid.

- D. The Guaranteed Maximum Price shall be subject to increase or decrease based on the amount of each subcontract awarded, and the parties shall enter into a change order adjusting the Guaranteed Maximum Price.

FORM 10 – DBE FORMS

DBE CERTIFICATION

The Proposer certifies that (1) Proposer made good faith efforts as required by 40 CFR § 33 to ensure that: DBEs had the opportunity to compete for the services that will be performed by subcontractors; (2) Proposer will make good faith efforts as required by 40 CFR § 33 to ensure that DBEs have the opportunity to compete for and perform on the Project; and (3) if awarded the PDB Agreement, Proposer will submit a final Owner-approved DBE Participation Plan assuring compliance with DBE requirements.

Failure to submit and obtain approval of the DBE Participation Plan will be considered a breach of the requirements of the RFP and the PDB Agreement.

Date: _____, 2025

Proposer: _____

Signature: _____

Title: _____

DBE COMMITMENT FORM INSTRUCTIONS (DBE COMMITMENT FORM FOLLOWS)

Proposer shall complete lines 1 through 16 on the attached form. The following instructions are provided to assist the Proposer in completing the Commitment Form:

7. Description of Work, Services, or Materials Supplied – For each DBE Subcontractor, enter a brief description of the work, services, or materials to be provided by the DBE Subcontractor. Indicate all Work to be performed by DBEs, including Work to be performed by the Proposer's own forces, if the Proposer is a DBE. If 100 percent of the work item is not to be performed or furnished by the DBE Subcontractor (or DBE Proposer, if applicable), describe the exact portion to be performed or furnished by the DBE Subcontractor (or DBE Proposer, if applicable). See **EPA Form 5700-52A** for instructions on how to count DBE participation. Insert additional rows, as necessary.

8. DBE Certification Number – For each DBE Subcontractor (including Proposer, if Proposer is a DBE), enter the corresponding DBE certification identification number and issuing agency. The DBE certification must be issued by the U.S. Environmental Protection Agency (EPA) or a firm certified by an agency accepted by the EPA, including (i) the Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SBD) Program self-certifications), (ii) the Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship), (iii) Tribal, state and local governments, as long as their standards for certification meet or exceed the EPA's, and (iv) independent private organization certifications as long as their standards for certification meet or exceed the EPA's.

9. DBE Contact Information – For each DBE Subcontractor (including Proposer if Proposer is a DBE), enter the corresponding name, address, and telephone number. Insert additional rows, as necessary.

10. DBE % – For each DBE Subcontractor (including Proposer if Proposer is a DBE) specify whether the DBE will perform work during the Preconstruction Phase, Early Construction Phase(s) or Construction Phase, and enter the percentage of the Work to be performed by the DBE.

11. Total Claimed DBE Participation % – Enter the sum of each DBE percent from item no. 10.

12. Preparer's Signature – Enter signature of the person that completed the DBE Commitment Form on behalf of Proposer.

13. Date – Enter the date that the DBE Commitment Form was signed by Proposer's Representative.

14. Preparer's Name – Enter the full name of the person that signed the DBE Commitment Form on behalf of Proposer.

15. Phone – Enter the area code and phone number of the person that signed the DBE Commitment Form on behalf of Proposer.

16. Preparer's Title – *Enter the position/title of the person that signed the DBE Commitment Form on behalf of Proposer.*

DBE COMMITMENT FORM

1. Local Agency/Owner: Zone 7 Water Agency
2. PDB Agreement goals for minority and female participation in each trade required for the Project:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	[goals TBD] ¹	6.9% ²

3. Project Description: Mocho PFAS Treatment Plant Project
4. Project Location: 2703 Santa Rita Road, Pleasanton, California
5. Proposer's Name: _____
6. Proposer is a Certified DBE: ☐ Yes ☐ No

7. Description of Work, Service, or Materials to be Supplied by DBE Subcontractor	8. DBE Certification Number/Issuing Agency	9. DBE Subcontractor Contact Information	10. DBE % of Work (per Phase) ³
Owner to Complete this Section			
17. Owner PDB Agreement Number: [_____]			%

¹ Goals can be found at https://www.dol.gov/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf

² Nationwide goal for all covered areas

³ See 40 U.S.C. 33.303 for direction regarding calculation of MBE and WBE participation.

REQUEST FOR PROPOSALS

Proposed PDB Agreement Execution Date: [____], 2026		11. TOTAL CLAIMED DBE PARTICIPATION	
Owner certifies that DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 20. Owner Representative's Signature	_____ 21. Date	_____ 12. Preparer's Signature	_____ 13. Date
_____ 22. Owner Representative's Name	_____ 23. Phone	_____ 14. Preparer's Name	_____ 15. Phone
_____ 24. Owner Representative's Title	_____ 21. Date	_____ 16. Preparer's Title	

DISTRIBUTION: Original – Included with Proposer's Proposal to Owner.