



February 26, 2019

ADDENDUM 1

TO PROSPECTIVE PROPOSERS UNDER RFP NO. 565-19-001, "AS-NEEDED COST ESTIMATING, CONSTRUCTABILITY AND SCHEDULING REVIEW"

Notice is hereby given that RFP NO. 565-19-001 of the East Bay Municipal Utility District has been revised as follows:

- A. On the front page, replace "RESPONSE DUE by 4:00 p.m. on March 8, 2019" with "RESPONSE DUE by 4:00 p.m. on March 22, 2019".
- B. On page 7, under "CALENDAR OF EVENTS" replace "March 8, 2019 by 4:00 p.m." with "March 22, 2019 by 4:00 p.m."
- C. On page 6 of Exhibit A, replace "PROPOSAL FORM" with the attached "PROPOSAL FORM".
- D. Replace "EXHIBIT C – PROFESSIONAL SERVICES AGREEMENT" with the attached "PROFESSIONAL SERVICES AGREEMENT", dated 02/26/19.
- E. Replace "EXHIBIT D – ANTICIPATED EXAMPLE PROJECTS REQUIRING SERVICES" with the attached "EXHIBIT D – ANTICIPATED EXAMPLE PROJECTS THAT MAY REQUIRE SERVICES".

ACKNOWLEDGMENT OF RECEIPT OF THIS ADDENDUM SHALL BE INDICATED BY INSERTING THE ADDENDUM NUMBER AND ITS DATE ON THE FORM LABELED 'PROPOSER INFORMATION AND ACCEPTANCE' IN EXHIBIT A.

A handwritten signature in black ink, appearing to read 'Mun Lee', is written over a faint, circular official stamp.

MUN LEE
ASSOCIATE CIVIL ENGINEER

JKT:mhl 565-19-001



PROPOSAL FORM

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

If subconsultants are utilized, the primary proposer's markup shall be provided below: _____% . Markups are limited to ten (10) percent of subconsultants' billing rates.

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

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

Description	Unit of Measure	Hourly Billing Rate
Principal	hour	\$
Senior Consultant	hour	\$
Associate Consultant	hour	\$
Assistant Consultant	hour	\$
Junior Consultant	hour	\$
Other (specify)	hour	\$

**CONSULTING AND PROFESSIONAL
SERVICES AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT**

As-Needed Cost Estimating, Constructability and Scheduling Review

THIS AGREEMENT is entered into this ____ day of *(month)*, 20__ *(year)*, by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public entity, herein called "DISTRICT" and ***(CONSULTANT'S FULL LEGAL NAME, BOLD, ALL CAPS followed by type of entity (a corporation, etc.))*** herein called "CONSULTANT".

WITNESSETH

Whereas, DISTRICT requires consulting services to provide **As-Needed Cost Estimating, Constructability and Scheduling Review** services; and such services are authorized by Purchase Order No. _____; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, staff expertise, and where necessary, the required Department of Industrial Relations (DIR) registration to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by DISTRICT and CONSULTANT as follows:

1. Scope of Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein. The work to be performed pursuant to this Agreement shall be completed as outlined in the project schedule.
2. Compensation. DISTRICT agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of **\$(dollars)**. CONSULTANT certifies that the proposed rates reflect the payment of prevailing wage rates where applicable.
3. Commencement of Work. This Agreement shall become effective upon execution of the second signature. CONSULTANT shall commence work upon receipt of DISTRICT's Notice to Proceed, which shall be in the form of a letter signed by DISTRICT's Project Manager. DISTRICT's Notice to Proceed will specify which tasks and/or optional services of the Scope of Services described in Exhibit "A" are authorized with ceiling prices within the Agreement Ceiling in paragraph 2 above. No work shall commence until the Notice to Proceed is issued.

4. Billing and Payment. CONSULTANT shall invoice DISTRICT monthly for services rendered, setting forth a description of the costs incurred, the services performed, the date the services were performed, the amount of time spent on each date services were performed and by whom. CONSULTANT shall also provide any information which will assist DISTRICT in performing any audit of the invoices. CONSULTANT acknowledges that construction work on public works projects requires DIR registration and is subject to prevailing wage rates and includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. DISTRICT will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

5. Termination. This Agreement may be terminated by DISTRICT immediately for cause or upon 10 days written notice, without cause, during the performance of the work.

If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that DISTRICT may condition payment of such compensation upon CONSULTANT's delivery to DISTRICT of any and all documents, data, designs, drawings, report, manuals, photographs, computer software, videotapes, and other materials provided to or prepared by CONSULTANT in connection with this Agreement. Payment by DISTRICT for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same. Termination under this Paragraph 5 shall not relieve CONSULTANT of any warranty obligations or the obligations under Paragraphs 6 and 10.

6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without DISTRICT's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of DISTRICT. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by CONSULTANT during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Ownership of Materials Prepared. The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by CONSULTANT or its subconsultants in connection with these services shall be delivered to and shall become the exclusive property of DISTRICT. DISTRICT is licensed to utilize these documents for DISTRICT applications on other projects or extensions of this project, at its own risk. CONSULTANT and its subconsultants may retain and use copies of such documents, with written approval of DISTRICT.

8. Designation of Consulting Personnel. CONSULTANT agrees that all services under this Agreement shall be performed under the direction of **(Consultant Project Manager's name)**. Any change of personnel by CONSULTANT shall have DISTRICT approval. DISTRICT contact throughout the period of this Agreement shall be **(District Project Manager's name)**, Project Manager.
9. Independent Contractor and Professional Responsibility of Consultant.
- a. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as it may render and recommendations it may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of DISTRICT. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DISTRICT. CONSULTANT represents that it has all necessary licenses to perform the work and shall maintain them during the term of this Agreement. Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of CONSULTANT from its professional responsibility for the work performed.
- b. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligations hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by the CONSULTANT for accomplishing the results.
- c. If, in the performance of this agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and DISTRICT shall have no right or authority over such persons or the terms of such employment.
- d. It is further understood and agreed that as an independent contractor and not an employee of DISTRICT, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONSULTANT shall not be covered by DISTRICT's worker's compensation insurance; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by DISTRICT to employees of DISTRICT.

10. Indemnification

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

11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by DISTRICT. The Notice to Proceed shall not be issued, and CONSULTANT shall not commence work until such insurance has been approved by DISTRICT. The certificates shall be on forms approved by DISTRICT.

Acceptance of the certificates shall not relieve CONSULTANT of any of the insurance requirements, nor decrease the liability of CONSULTANT. DISTRICT reserves the right to require CONSULTANT to provide insurance policies for review by DISTRICT.

CONSULTANT shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, DISTRICT will accept a Self-Insured Certificate from the State of California. CONSULTANT shall require any subconsultant to provide it with evidence of Workers Compensation.

CONSULTANT shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONSULTANT elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONSULTANT is required to notify the DISTRICT immediately. Any request to self-insure must first be approved by the DISTRICT before the changed terms are accepted. CONSULTANT shall require any subconsultant to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The DISTRICT, its Directors, Officers, and Employees are Additional Insureds in the policy(ies) as to the work being performed under this Agreement.

2. The coverage is Primary and non-contributory to any other insurance carried by DISTRICT.
3. The policy(ies) cover(s) contractual liability.
4. The policy(ies) is/are written on an occurrence basis.
5. The policy(ies) cover(s) District's Property in Consultant's care, custody and control.
6. The policy(ies) cover(s) personal injury (libel, slander, and wrongful entry and eviction) liability.
7. ~~The policy(ies) cover(s) explosion, collapse and underground hazards.~~
8. The policy(ies) cover(s) products and completed operations.
9. The policy(ies) cover(s) use of owned, non-owned and hired automobiles.
10. ~~The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.~~
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

CONSULTANT shall take out and maintain during the life of the Agreement, professional liability insurance (Errors and Omissions) with a minimum of \$2,000,000 of liability coverage. The policy will provide 30 days' written notice to DISTRICT for cancellation or reduction in coverage.

12. Time of the Essence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

13. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

EBMUD
P. O. Box 24055
Oakland, CA 94623
Attn: **(Contact Person)**

(Consultant's Name)
(Address)
Attn: **(Contact Person)**

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

14. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral and superseding the reverse side of the purchase order, between them on the subject.
15. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of DISTRICT. This Agreement may be modified only by a written amendment signed by the parties.
16. No Waiver. The DISTRICT'S waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. The DISTRICT'S waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
17. No Discrimination. There shall be no discrimination in the performance of this contract, against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), veteran or military status, family or medical leave status, genetic information, or sexual orientation. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

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

CONSULTANT shall include the nondiscrimination provisions above in all subcontracts.

18. Conflict of Interest. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the DISTRICT under this Agreement.
19. Term. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by DISTRICT.

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

EAST BAY MUNICIPAL UTILITY DISTRICT

By: _____
(Name),
(Title)

Date _____

Approved As To Form

By: _____
for the Office of the General Counsel

(Proc. 451 requires legal review and approval of contracts under \$80,000 that do not conform to standard consulting agreement; otherwise, signature block may be deleted.)

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

By: _____
(Name),
(Title)

Date _____

EXHIBIT A

East Bay Municipal Utility District

As-Needed Cost Estimating, Constructability and Scheduling Review

SCOPE OF SERVICES

I. CONSULTANT SERVICES

CONSULTANT shall provide the following:

Contracted Services

(State each task with associated task number)

Optional Services

(State each task with associated task number)

II. PROJECT SCHEDULE

(List schedule milestones and completion dates).

EXHIBIT B

East Bay Municipal Utility District

As-Needed Cost Estimating, Constructability and Scheduling Review

COMPENSATION

A. Hourly Rates

Project Manager	\$(dollars)
Project Engineer	\$(dollars)
CAD Operator (Drafting)	\$(dollars)
Clerical	\$(dollars)

These hourly rates include salary, overhead and profit. Unless expressly agreed in writing prior to expenses being incurred, the DISTRICT will not reimburse the CONSULTANT for the following types of costs and expenses, which shall be considered part of the CONSULTANT's overhead included in the hourly billing rates:

- Clerical, word processing and/or accounting work.
- Vehicle usage and mileage between CONSULTANT's office and DISTRICT offices or work locations within DISTRICT service area. For work outside of the DISTRICT's services area, DISTRICT approval to charge for vehicle usage and mileage and other travel expenses must be obtained prior to the expenses being incurred.
- Parking (DISTRICT does NOT provide parking to CONSULTANT in the DISTRICT Administration Building, located at 375 11th Street, Oakland, California. CONSULTANT shall be responsible for parking elsewhere).
- Postage, or for certified or registered mail. Extraordinary postage or overnight delivery charges must be approved in advance.
- Routine copying costs for in-house copying.
- Local telephone charges, including cellular phone, modem and telecopier/FAX charges.
- Office space lease.
- Office supplies.
- Computer equipment.
- Computer usage charges.
- Books, publications and periodicals.
- Insurance.
- Miscellaneous hand tools or equipment rental.
- Safety training, seminars or continuing education.
- Utilities.
- Local meals, transportation or other travel charges.
- Inadequately described or miscellaneous expenses.

The above items are illustrative, rather than exhaustive.

EXHIBIT D

ANTICIPATED EXAMPLE PROJECTS THAT MAY REQUIRE SERVICES

Estimated Date	Project Description
FY18-19	<p><u>East Area Service Center Electrical and HVAC Improvements:</u> Electrical improvements include replacing a back-up generator, modifying switchgear, and adding minor lighting and power improvements to two small structures. The existing 40kW, 240/120 V back-up generator is to be replaced with an upsized generator to enable the service center to function as an incident command base during a disaster event. To address an outage event occurring in mid-summer, the new back-up generator is to be sized to accommodate loads from air-conditioning units.</p> <p>Improvements to the existing HVAC system are needed to enable air recirculation within the building. The existing system, which operates on outside air intake only, is not energy efficient and draws in excess dust from outdoor yard operations.</p>
FY18-19	<p><u>Fleet Maintenance East Facility Plumbing and HVAC Improvements:</u> Plumbing and HVAC systems construction documents will be prepared by a consultant for the Fleet Maintenance East (FME) facility located at 2658 North Main Street, Walnut Creek. District staff will provide architectural, electrical, civil, and structural design, and will lead the design and construction management efforts. Design effort is underway and anticipated to be complete by September 2019.</p> <p>Improvements at the site include the replacement of a portion of the Fleet Building that houses bay nos. 3-5 and the reconfiguration of an administration building.</p>
FY18-20	<p><u>Upper San Leandro Water Treatment Plant Reliability and Maintenance Improvements:</u></p> <p>This project will include the design of facility improvements, including:</p>

	<p>replacement of the leaking raw water control valve with a new raw water control valve; installation of a 5th flocculation stage and replacement of the failing flocculation baffles; installation a cable-vac solids collection system to replace the existing and unreliable Track-Vac system in the sedimentation basins; rehabilitation of the reclaim and solids handling systems; replacement of the seismically deficient clearwell roof; replacement of the seismically deficient chlorine contact basin (CCB); addition of a seismic accelerometer and standby generator at the USL Reservoir Tower; and miscellaneous structural and mechanical improvements.</p>
FY18-20	<p><u>Raw Water Treatment Facility Improvements & Pardee Chemical Plant Improvements:</u></p> <p>The scope of work for this project is to design raw water treatment facilities that will improve raw water chemistry and preserve the cement mortar lining of Mokelumne Aqueducts No. 2 and 3. The major design elements include installation of a CO2 injection system and a new lime system at Pardee and installation of CO2 systems at the three inline water treatment plants (Walnut Creek, Lafayette, and Orinda).</p>
FY19	<p><u>Adeline Maintenance Center Admin Building HVAC upgrades:</u></p> <p>The HVAC system in the Adeline Maintenance Center Administration Building at 1100 21st Street in Oakland will be upgraded. Project includes HVAC improvements design, mechanical, automation and electrical engineering, and may include associated structural design, acoustical design, fire protection design, waterproofing design, or other design disciplines. Design is expected to begin in approximately July 2019.</p> <p>HVAC improvements include replacement of a 115 ton Trane “boxcar” air conditioning unit, replacing pneumatic controls with DDC controls for variable air volume boxes, and replacing the existing boiler.</p>
FY21-22	<p><u>Sobrante WTP Maintenance & Reliability Improvements Project:</u></p> <p>This project will address treatment vulnerabilities and realize water quality improvements at the Sobrante WTP. As part of this project, the reclaim and solids clarifier systems will be replaced with new filter-to-waste, reclaim, and solids clarifying systems. Other work includes adding a 5th flocculation stage; replacing the failing floc basin walls; rehabilitating the remaining media-leaking filters; adding a chlorine contact basin; and repairing/replacing the leaking and failed raw water isolation valves.</p>

FY22-24	<p><u>Walnut Creek WTP Pretreatment Phase 1 Project:</u></p> <p>This project will increase the robustness of the Walnut Creek WTP treatment train by adding a pretreatment system. This work includes the design of a pretreatment system that addresses both solids removal and taste & odor issues for 80 MGD of WTP capacity. In addition, EBMUD will design and install new solids handling improvements to better thicken the solids and increase the amount of water reclaimed to the head of the plant.</p>
FY23	<p><u>Main Administration Building Power System Upgrades:</u></p> <p>This project provides installation of conduit and cable from UPS equipment to critical loads, and replacement of outdated transformers and transfer switches. It also includes power conduit and wiring from lighting panels to lights to meet updated electrical code.</p>