

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) No. 562-07

for

**Engineering Services for the Design of Structural and Mechanical
Retrofits to Briones Reservoir Inlet/Outlet Tower**

For complete information regarding this project, see RFP posted at
<http://www.ebmud.com/business-opportunities> or contact the EBMUD representative
listed below. Thank you for your interest!

Contact Person: Bilgin Atalay, Associate Civil Engineer

Phone Number: (510) 287-1113

E-mail Address: batalay@ebmud.com

Please note that prospective Proposers are responsible for reviewing
<http://ebmud.com/business>, during the RFP process, for any published addenda regarding
this RFP.

RESPONSE DUE

by

4:00 p.m.

on

October 15, 2015

at

EBMUD, Purchasing Division

375 Eleventh St., First Floor

Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFP 562-07 for

Design of Retrofits to the Briones Reservoir Inlet/Outlet Tower

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe a request for proposal -- for engineering services for the design of structural and mechanical retrofits to the Briones Reservoir Inlet/Outlet Tower.

East Bay Municipal Utility District (District) intends to enter into an agreement with the Proposer(s) who best meets the District's needs and requirements. The District invites your firm to submit a proposal for the subject project. You are also welcome to team up with other firm(s) to submit one proposal.

The Briones Reservoir Inlet/Outlet tower is located approximately two hundred and fifty yards upstream of the embankment of the Briones Reservoir and was constructed in 1965. The Briones Reservoir is one of the essential storage elements of the District water supply system. The Tower is used to feed water intermittently to the Orinda water treatment plant and is used mainly as an emergency backup reservoir.

The inlet-outlet works consist of the Tower and the inlet-outlet tunnel connected to its base. The Tower is a freestanding, vertical reinforced concrete structure located upstream of the toe of the dam embankment. The Tower is 230 feet high with 60-inch butterfly valves at 7 levels operated by hydraulic lines from a platform at the top of the Tower. The internal diameter of the Tower varies from 20 feet at the base to 10 feet at the top while the wall thickness varies from 16 inches at the base to 9 inches at the top. The Tower is founded on claystone, and sandstone of an unnamed sedimentary and volcanic rock unit. Several short, minor fractures or zones of sheared and crushed rock were observed in the Tower foundation excavation that range from ½ to 3 inches thick. Most of these shears were healed or filled with calcite, and none were observed to cross the entire width of the foundation.

During normal operations, only certain of the Tower valves and the vault shut-off valve are open with the outflow in the tunnel being controlled by the Briones draft valve at the Briones Center. The inlet-outlet works are generally operated by drafting up to 85 MGD (132 cfs) from the reservoir or pumping up to 45 MGD (70 cfs) into the reservoir. Under emergency conditions the flow could be as high as 521 cfs, which translates into a flow velocity of 11.8 feet per second (fps) in the tunnel that frames into the base of the Tower. The tunnel is lined with a reinforced concrete except for the section through the embankment, which is reinforced with a steel lining to prevent leakage of water due to the weak rock encountered in this reach.

Seismic evaluations of the tower were conducted in 2008 and the tower was determined to be in need of retrofit. Several retrofit alternatives were proposed. The details of the evaluation and retrofit alternatives can be found in the reports dated September 2008

titled *Seismic Evaluation of Retrofit Options for Briones Outlet Tower*, and March 2009 titled *Briones Reservoir – Inlet/Outlet Tower: Evaluation of Retrofit Options, Final Report*. These two reports are also listed in Exhibit D.

The scope of this project includes all work necessary to complete a final design for the tower retrofit and improvements to the electrical and mechanical operational systems. In addition to design services, the scope also includes engineering support services during construction. Other critical issues such as underwater construction, biological monitoring, and hazardous material disposal and protection need to be considered as factors affecting design costs and schedule. Any necessary engineering or biological surveying may be conducted by District Forces if requested by the Consultant with sufficient notice and if District Surveying Forces' schedule is amenable. The tasks may include but are not limited to the following:

A1. Review existing information of site geology, original tower design and construction, and current seismic analyses and conceptual design alternatives.

A2. Verify the applicability of the site-specific earthquake ground motion spectrum previously developed for the site. Otherwise, develop an applicable response spectrum resulting from Maximum Considered Earthquake from the controlling earthquake fault. Use the spectrum developed to perform an analysis to demonstrate that the tower will be able to resist the seismic loads in the suggested retrofitted configuration.

A3. Review the reports referenced above to become familiar with the structural response and adequacy of the tower, and the preliminary retrofit alternatives suggested in the reports. Based on technical know-how and state-of-the-art, perform an evaluation of the alternatives, and revise the suggested alternatives or suggest other retrofit alternatives as necessary. The District will then select the alternative to be pursued. Seek and obtain the acceptance of the selected alternative by the State of California Division of the Safety of Dams (DSOD). The District will determine the level of CEQA environmental documentation required for the selected alternative.

A4. Design improvements for the mechanical components of the tower as a concurrent effort. As a result of that effort, assure that the mechanical components of tower can fulfill the operational requirements. Features that may be considered in this aspect include:

- a. replacement of the tower gate valves and their operators,
- b. a crane on top of the tower,
- c. telemetry to collect data at the lake and transmit it to a receiving equipment for monitoring using a wireless or wired connection, and
- d. cathodic protection of mechanical components.

A5. Prepare a comprehensive engineering design report to be submitted to the District for approval. The report should include the description of the design, methodology, conclusions, and contain recommendations as necessary. Four copies of the report will be needed.

A6. Prepare a detailed tower retrofit design package to include drawings and technical contract specifications ready for bidding, an Engineer's construction cost estimate for use in evaluation of bids, and a construction schedule.

B. PROPOSER QUALIFICATIONS

Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

The scope of this project includes all work necessary to complete a final design for the tower retrofit and improvements to the electrical and mechanical operational systems. In addition to design services, the scope also includes engineering support services during construction. Other critical issues such as underwater construction, biological monitoring, and hazardous material disposal and protection need to be considered as factors affecting design costs and schedule. Any necessary surveying may be conducted by District Forces if requested by the Consultant with sufficient notice and if District Surveying Forces' schedule is amenable. The District will review the evaluations and design. The evaluations and design to be performed is to take into consideration the recent advances in knowledge of earthquake ground motions. The tasks may include but are not limited to the following:

Task 1 – Project Management

Provide overall management of the design efforts including project planning, scheduling, and cost control by the Project Manager and technical direction of the work by the Project Engineer. Attend bi-weekly progress meetings/conference calls with the District and prepare monthly progress reports.

All submittals will be reviewed by the District. Incorporate District's comments in a revised version with a summary to show how each comment was addressed. All project submittals will be in hard copy form, and will include electronic versions in native format and in searchable Adobe Acrobat PDF format.

Deliverables: Monthly Progress Reports.

Task 2 – Data Review

Review existing information on Briones Reservoir Inlet/Outlet Tower.

Deliverables: None.

Task 3 – Develop Seismic Input Motion

Perform a state-of-the-art probabilistic seismic hazard analysis (PSHA) for ground shaking. Develop seismic input motions for Soil-Structure-Interaction (SSI) Analysis. Develop horizontal and vertical Maximum Considered Earthquakes (MCEs), in accordance with DSOD guidelines.

Deliverable: Horizontal and vertical MCE spectra to be used for the seismic analysis of the tower.

Task 4 – Alternative Selection

Suggest economically and physically viable retrofit alternatives and select the most viable retrofit option according to the descriptions on Paragraph A, SCOPE. Demonstrate the structural adequacy of selected alternative. Obtain the concurrence of the DSOD on the selected alternative.

Deliverable: Seismic structural evaluations including soil structure interaction and hydrodynamic effects.

Task 5 – Design

Perform the design of selected retrofits such that the tower structure and its mechanical components will safely fulfill their functions following the postulated earthquake. As necessary design replacement valves, valve operators and instrumentation to allow their remote control. Assist the District to provide inputs to the permitting and environmental documentation efforts that the District will be performing. Examples of such assistance are project description, biological and cultural resources assessment documents that may be necessary to supplement the permit applications.

Deliverable: 50% Design Review Report including Preliminary Cost Estimates.

Task 6 – Prepare Plans, Specifications and Estimates

Prepare detailed design package to include drawings and technical specifications ready for bidding, an Engineer's construction cost estimate for use in evaluation of bids, and a construction schedule. The construction cost estimate will be in District standard format with breakdown of labor and material and separate list items of itemized markups. The specifications will be submitted in District standard format, and the drawings will be submitted in District standard Microstation format with electronic signatures on final drawings before submittal.

Deliverables: Construction Documents (30%, 60%, 90%, and 100%).

Task 7 – Design Support during Construction

Provide design support during construction, including during the contractor's installation of a test section to verify design assumptions and to improve constructability issues for the preferred alternative. Work will include attending weekly progress meetings and other site visits; reviewing Contractor's submittals and RFI's; reviewing and evaluating of field quality control data.

Deliverables: Responses to Contractor's submittals and RFI's.

Memorandum summarizing review & evaluation of field quality control data.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	August 31, 2015	
Site Walk	September 18, 2015 at 9:00 A.M.	at: Briones Reservoir, Bear Creek Road, NE of San Pablo Dam Road, Orinda.
Response Due	October 15, 2015 by 4:00 p.m.	
Interview Date	October 29, 2015	
Select Firm	November 10, 2015	
Negotiate Agreement	December 21, 2015	
Board Approval	January 12, 2016	
Anticipated Contract Start Date	January 14, 2016	
Design Documents 100% Submittal	November 2016	
Advertise Construction Contract	December 2016	
Board Award of Construction Contract	February 2017	
Construction	May 2017 through May 2018	

Note: All dates are subject to change.

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

A. SITE WALK

A site walk/proposal conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide Proposers an opportunity to view the site.
3. Provide an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFP.

All questions deemed to be pertinent by the District will be addressed in an Addendum following the site walk.

Interested proposers shall assemble at Briones Reservoir, Bear Creek Road, NE of San Pablo Dam Road, Orinda. This is the only time that the site will be open for inspection. It is strongly recommended that proposers attend the site walk. The inspection will last approximately 2 hours.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by a committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The District reserves the right to award to a single or to multiple Professional Service Providers, dependent upon what is in the best interest of the District.
4. The District has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the District, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any PO or contract that may be awarded as a result of this RFP.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the DSC.

The DSC will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to each Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be deemed of higher quality than one with a lesser-weighted total.

Based on the evaluation results of the written proposals, the District intends to develop a shortlist of Proposers to be invited to an oral presentation and interview before the DSC as part of the selection process. The Oral Presentation and Interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response and will be scored separately from the written proposals. The total score from the written proposal and the oral presentation and interview will be used to select the Proposer.

The written proposal Evaluation Criteria are as follows:

	Evaluation Criteria
A.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications. Additionally, the Proposer must demonstrate a thorough understanding of the purpose and scope of the project, identify pertinent issues and potential problems, demonstrate an understanding of the deliverable, and demonstrate an understanding of the schedule and how to meet it.
B.	Relevant Experience: RFP responses will be evaluated against the RFP specifications. Additionally, the individuals assigned to the project have experience on similar projects, including: <ol style="list-style-type: none"> 1. Developing the field investigation program

	<ol style="list-style-type: none"> 2. Developing design criteria and working with DSOD 3. Performing dynamic stability analyses 4. Preparing the design report 5. Design of in-place improvement techniques 6. Design of hydraulic structures 7. Preparing the design package (drawings, specifications, cost estimates, schedule) 8. Implementation of environmental mitigation measures, including the acoustical engineering 9. Design support during construction
C.	<p>Scope & Implementation Plan and Schedule: RFP responses will be reviewed to evaluate the description of work tasks, methods, and a reasonable basis for staff hours and schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the District's schedule.</p>
D.	<p>Project Management The project management approach must anticipate lengthy DSOD and District review, demonstrate cost control measures, demonstrate schedule control measures, and demonstrate leadership. The project manager assigned to the team must demonstrate the ability to complete DSOD-regulated design projects on schedule and within budget, demonstrate the ability to work with third-party technical reviewers, and demonstrate leadership skills.</p>
E.	<p>Contract Equity Program: Proposer shall be eligible for SBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance.</p>
F.	<p>Proposal Format & QC: The Proposal must include the required forms, meet the requested format, be free of errors and typos, and the forms must be completed as requested.</p>
G.	<p>References (See Exhibit A – RFP Response Packet): The score for reference checks may only be used for shortlisted proposals and may affect scoring for criteria A-F.</p>

C. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation process, all Proposers will be notified in writing by e-mail or certified mail. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

- a. The name of the Proposer being recommended for contract award
2. Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on the District’s website (www.ebmud.com), or notification of selection/non-selection, whichever is sooner. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from Proposers or potential Proposers only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFP protest period.

All protests must contain a detailed and complete written statement describing the reason(s) for protest and include the name, telephone number, and address of the protestor or the person representing the protestor. Protests must be mailed or hand delivered to: the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or PO Box 24055, Oakland, CA 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest. The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District’s final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

The District will pay General or Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are only to be contacted for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Bilgin Atalay, Associate Civil Engineer

EBMUD: Engineering Services Division/ Materials Engineering Section

E-Mail: batalay@ebmud.com

PHONE: (510) 287-1113

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

(510) 287-0114

AFTER AWARD:

Attn: Bilgin Atalay, Associate Civil Engineer

EBMUD: Engineering Services Division/ Materials Engineering Section

E-Mail: batalay@ebmud.com

PHONE: (510) 287-1113

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail ("e-mail").
3. RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened. All RFP responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
East Bay Municipal Utility District
Design of Retrofits to the Briones Reservoir Inlet/Outlet Tower
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing-EBMUD
East Bay Municipal Utility District
Design of Retrofits to the Briones Reservoir Inlet/Outlet Tower
EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607

Proposer's name, return address, and the RFP number and title must also appear on the mailing package.

5. Proposers are to submit one (1) original hardcopy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), all with original ink signatures. Proposers shall provide five (5) additional hard copies.

Proposers **must** also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall be an **exact** scanned image of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made

and become effective at the time the purchasing body tenders final payment to the Proposer.

8. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred twenty (120) days, unless otherwise specified in the RFP documents.
10. It is understood that the District reserves the right to reject any or all RFP responses.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to the District a re-typed or otherwise re-created version of these documents or any other District-provided document.**
2. In order for RFP responses to be considered complete, the Proposer **must** provide responses to all information requested. See Exhibit A – RFP Response Packet for a complete listing of required documentation.
3. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFP RESPONSE PACKET

Engineering Services for The Design of Structural and Mechanical Retrofits to the Briones Reservoir Inlet/Outlet Tower

To: The EAST BAY MUNICIPAL UTILITY District ("District")

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, FIVE (5) ADDITIONAL HARD COPIES, AND ONE (1) SCANNED IMAGE ELECTRONIC COPY OF THE ORIGINAL IN PDF FORMAT ON A DISK OR USB FLASH DRIVE CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
 - EXHIBIT A – RFP RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents for Design of Retrofits to Briones Reservoir Inlet/Outlet Tower.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Proposer is not an SBE/DV and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE/DV as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

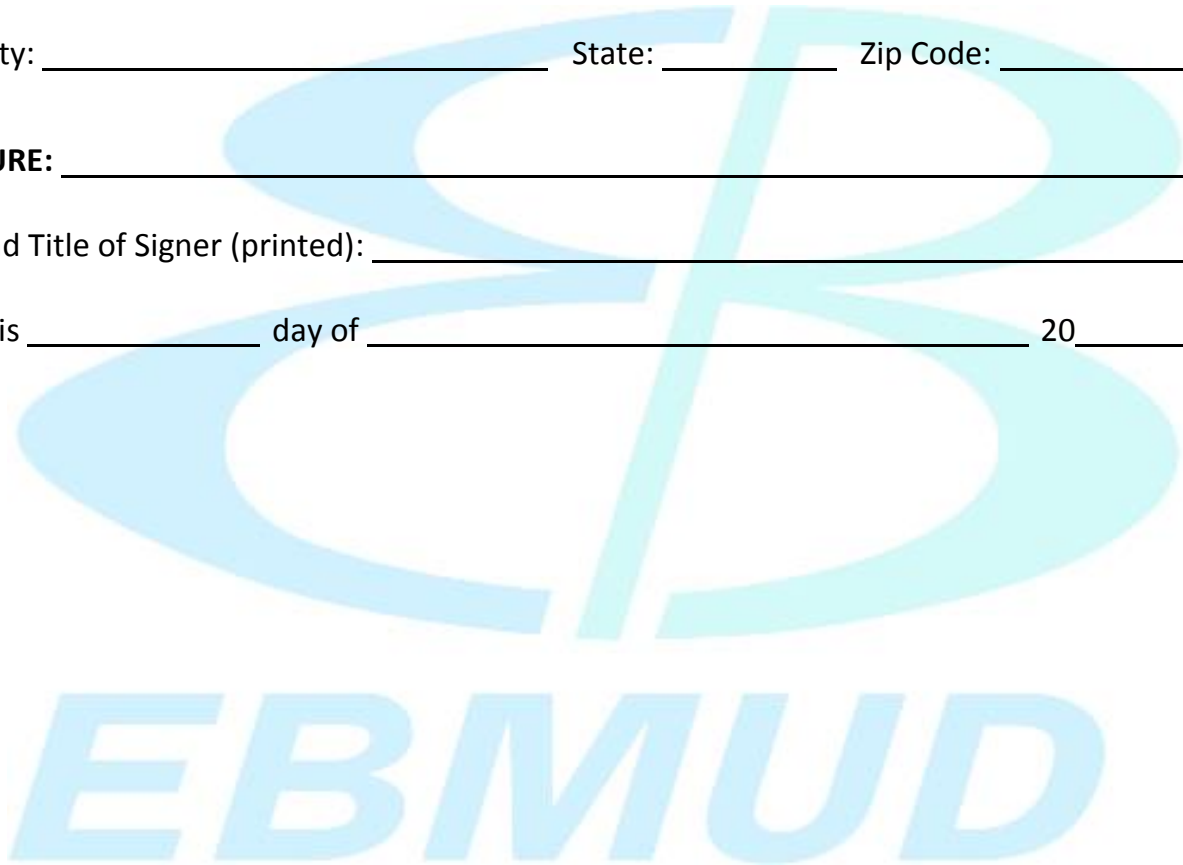
Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____





REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet in order for an RFP response to be deemed complete. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Table of Contents (1 page):** The proposal shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.
2. **Letter of Transmittal (2 pages):** The proposal response shall include a description of the Proposer's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the proposal and overall benefits to the District. This synopsis should not exceed two (2) pages in length and should be easily understood.
3. **Scope of Work (3 pages):** The proposal shall include a clear and complete discussion of each task necessary to complete the project. Using Section I of the RFP as a guide, describe each task and subtask in sufficient detail to present your method of approach. Address your understanding of the project, including your approach to dealing with any potential constraints or obstacles. Recommend alternative ways of performing tasks that may reduce cost or shorten the schedule. Discuss the reasons for any changes made to the scope.
4. **Implementation Plan (2 pages) and Schedule (1 page, 11"x17"):** The proposal shall include an implementation plan and schedule. Using the calendar of events as guide, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for services, including identification and mitigation of schedule risks the Proposer believes may adversely affect the schedule.
5. **Project Management (2 pages):** The proposal shall include key project management features, including methods for schedule control, budget control, and information about the Proposer's quality control program.
6. **Key Personnel (3 pages, plus resumes at 1 page each):** The proposal shall include an organization chart of the team and a complete list of all key personnel associated with the proposal. This list must include all key personnel who will provide services to the District. For each person on the list, the following information shall be included:
 - (a) The person's relationship with the Proposer, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the Proposal;

- (c) The person's availability to provide services to the project, in terms of percentage of time, over the course of the duration of services.
 - (d) The person's resume, at one page maximum per person, including:
 - a. Telephone number, fax number, and e-mail address,
 - b. Years of experience, and years of experience with firm,
 - c. Educational background, and
 - d. Relevant experience, certifications, and/or merits.
7. **Level of Effort (2 pages, 11"x17"):** For each of the tasks (as may be modified in your proposal), provide and estimated level of effort for all staff. In spreadsheet format, show estimated labor hours, direct rate, and loaded rate for Proposer's staff, including subconsultants. You may use one 11"x17" page for the lead consultant and one 11"x17" page to combine all subconsultants if necessary.
8. **References (2 pages):**
- (a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
 - (b) References must be satisfactory as deemed solely by District. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Proposers must verify the contact information for all references provided is current and valid.
 - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The District reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
9. **Contract Equity Program:**
- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. **Special attention should be given to completing Form P-25, " Employment Data and Certification"; and Form P-46, "Designation of Subcontractors."** Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



REFERENCES

Design of Retrofits to the Briones Reservoir Inlet/Outlet Tower

Proposer Name: _____

Proposer must provide a minimum of five (5) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



REFERENCES

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All business enterprises and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination 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), genetic information, or sexual orientation.

All business enterprises and their subcontractors 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, 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.

All business enterprises shall include the nondiscrimination provisions above in all subcontracts. Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines at the following direct link:
[Contract Equity Program Guidelines](#)
- 2) Filling out and submitting with your Proposal the appropriate forms at the following direct link:
[Contract Equity Program Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://www.ebmud.com/business/contract-equity-program/contract-equity-guidelines-and-forms>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INDEMNIFICATION AND INSURANCE

A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the 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 GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER 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 the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

C. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER 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, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER 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 GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER 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. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider 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 the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. Not used.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. Not used.
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.

E. Professional Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the professional liability insurance (Errors and Omissions) with a minimum of \$2,000,000 of liability coverage with a 3-year tail. A deductible may be acceptable upon approval of the DISTRICT. In lieu of evidence of professional liability insurance (Errors and Omissions), the District will accept a Self-Insured Certificate from the State of California.





CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Engineering and Construction
Street Address: 375 11th Street
Mailing Address: P. O. Box 24055, M.S. #610
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____
Insured: _____
Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: **Commercial General and Automobile Liability** Coverage/Endorsements as required by agreement.

LIMITS OF LIABILITY:

(MINIMUM) \$2,000,000/Occurrence, Bodily Injury, Property Damage-General Liability
\$2,000,000/Occurrence, Bodily Injury, Property Damage-Auto Liability

SELF INSURED RETENTION (\$): (Auto) _____ (GL) _____ (if applicable) _____
Aggregate Limits (AUTO) _____ (GL) _____ (if applicable) _____

INSURANCE COMPANY(IES): (Auto) _____ (GL) _____

POLICY NUMBER(S): (Auto) _____ (GL) _____

POLICY TERM: From: (Auto) _____ (GL) _____ To: (Auto) _____ (GL) _____

THE FOLLOWING COVERAGES OR ENDORSEMENTS ARE INCLUDED IN THE POLICY(IES):

1. ☒ The District, its Directors, Officers and Employees are *Additional Insureds* in the policy(ies) as to work being performed under this agreement. ENDORSEMENT NO. _____
2. ☒ The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. ☒ The policy(ies) covers *contractual liability*.
4. ☒ The policy(ies) is written on an *occurrence* basis.
5. ☒ The policy(ies) covers District's Property in Consultant's care, custody and control.
6. ☒ The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. ☐ The policy(ies) covers *explosion, collapse, and underground hazards*.
8. ☒ The policy(ies) covers *products and completed operations*.
9. ☒ The policy(ies) covers the 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.

IT IS HEREBY CERTIFIED that the above policies provide liability insurance as required by the agreement between the East Bay Municipal Utility District and the insured.

Signed _____
Address _____

Firm _____
Date _____
Phone _____



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Engineering and Construction
Street Address: 375 11th Street
Mailing Address: P.O. Box 24055, M S #610
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Purchase Order
Number:

(Completed by EBMUD)

Insured:

Address:

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Workers' Compensation Insurance as required by California State Law.

The Workers' Compensation Carrier agrees to waive rights of recovery against District regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise. All Workers' Compensation coverage maintained or procured by permit Holder shall be endorsed to delete the subrogation condition as to District, or must specifically allow the named insured to waive subrogation prior to a loss.

INSURANCE COMPANY:

POLICY NUMBER:

**POLICY
TERM:**

From:

To:

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed:

Date:

Firm:

E-mail

Address:

Phone:

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or conditions of any contract or other document with respect to which this certificate or verification or insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

THIS IS TO CERTIFY TO:

East Bay Municipal Utility District (EBMUD)
Department: Engineering and Construction
Street Address: 375 11th Street
Mailing Address: P. O. Box 24055, M.S. #610
City, State, Zip: Oakland, CA 94623-1055

THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED TO:

District Contract Number: _____

Insured: _____

Address: _____

LOCATION AND DESCRIPTION OF PROJECT/AGREEMENT:

TYPE OF INSURANCE: Professional Liability/Errors and Omissions (Claims Made Basis)

MINIMUM LIMITS OF LIABILITY: \$2,000,000 each claim and in the aggregate with a 3-year tail.

INSURANCE COMPANY: _____

POLICY NUMBER: _____

POLICY TERM: From: _____ To: _____

The policy will not be canceled nor the above coverage reduced without 30 days written notice to East Bay Municipal Utility District at the address above. Insured agrees to purchase a minimum 3 years tail coverage in the event the policy cancels or non-renews for any reason.

IT IS HEREBY CERTIFIED the above policy provides insurance as required by the agreement between East Bay Municipal Utility District at the Insured.

Signed: _____

Authorized Signature

Date: _____ Firm: _____

Address: _____

Phone: _____

"This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of the policies."



EXHIBIT C

CONSULTING AGREEMENT

Engineering Services for the Design of Structural and Mechanical Retrofits to the Briones Reservoir Inlet/Outlet Tower

The consulting agreement is not required at the time of submission. The District Standard Consulting agreement (see <http://www.ebmud.com/business-center/requests-proposal-rfps/>) is provided for informational purposes.





EXHIBIT D REFERENCES

Engineering Services for the Design of Structural and Mechanical Retrofits to the Briones Reservoir Inlet/Outlet Tower

The items listed below are posted at the District's business opportunities website,
<http://www.ebmud.com/business-center/requests-proposal-rfps/>.

1. District Standard Consulting Agreement.
2. Selected drawings.
3. Report by Jacobs Associates: *Briones Reservoir – Inlet/Outlet Tower: Evaluation of Retrofit Options* (March 2009).
4. Report by Quest Structures, Inc.: *Seismic Evaluation of Retrofit Options for Briones Outlet Tower* (September 2008), included within Report by Jacobs Associates, above, as its Appendix B1.