



**CONTRACT DOCUMENTS FOR**

**DESIGN-ASSIST AND CONSTRUCTION OF**

**WEST SIDE TANKS AND PUMP STATION PROJECT**

**VOLUME 1 of 4:**

**REQUEST FOR PROPOSALS (RFP)**

INCLUDING:  
Proposal Selection Process, Instructions,  
Requirements and Forms

**DUE: January 30, 2020 3:00 PM**

DELIVER TO:  
City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678

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**CITY OF ROSEVILLE**  
**NOTICE FOR PROPOSALS**  
**FOR DESIGN-ASSIST AND CONSTRUCTION OF**  
**WEST SIDE TANKS AND PUMP STATION PROJECT**

**NOTICE IS HEREBY GIVEN** that proposals for Design-Assist and Construction of the **West Side Tanks and Pump Station Project** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **January 30, 2020**.

A Mandatory Pre-Proposal Meeting and Site Walk to discuss the Project will be held at 10:00 a.m., local time, DECEMBER, 11, 2019 at the Pleasant Grove Wastewater Treatment Plant, 5051 Westpark Drive, Roseville, CA 95747. Attendance (in-person) is mandatory and will disqualify a Proposer from the Proposal process if not attended. Virtual/or conference call-in shall not qualify as attendance. A sign-in sheet will be available up until commencement of the pre-proposal meeting only. Attendance by subcontractors is not mandatory, but all interested prospective subcontractors are encouraged to attend.

Said Proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all Proposals and to waive any informalities or irregularities in any Proposal or in the proposal process.

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Date

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Janice Gainey, Senior Engineer,  
Environmental Utilities

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# **IMPORTANT!!!**

**The City is not responsible for misdelivered Proposals, and the Proposer is strictly liable for its chosen method of delivery. It is the Proposer's sole responsibility to make sure that Proposals arrive at the proper location. Any Proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.**

Your Proposal **MUST** be addressed and delivered as follows:

**City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678**

The Proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City. See Attachment 17 for "Sealed Proposal" label.

## **City of Roseville RFP**

### **PREVAILING WAGE NOTIFICATION**

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

## **City of Roseville RFP**

### **DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION NOTIFICATION**

No contractor or subcontractor may be listed on a Proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their Proposal. The Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

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WEST SIDE TANKS AND PUMP STATION PROJECT  
VOLUME 1: REQUEST FOR PROPOSALS

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# WEST SIDE TANKS AND PUMP STATION PROJECT

## VOLUME 1: REQUEST FOR PROPOSALS

### 1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting Proposals for the West Side Tanks and Pump Station Project (WST-PS). This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Contractors” or “Proposers”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”) and are capable of providing the services requested are encouraged to participate.

### 1.1 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 122,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

### 1.2 BACKGROUND

Projected growth for the western portion of the City’s service area requires additional water distribution facilities to be constructed to support water supply to the new developments within the City’s Pressure Zone 4 (PZ4) service area. Storage reservoirs and associated pumping facilities were identified as infrastructure required to service these new developments within the City’s West Roseville Specific Plan Area, as well as new growth areas that have been (and future growth areas that will be) incorporated into the City’s service area.

In 2005, the City initiated a project to construct these facilities. Preliminary Design Report (PDR) was completed in 2007, construction documents for the reservoirs and pumping station facilities, were completed in 2008. Prior to bidding the project, the City made a decision to put the project on hold, due to the slowdown in residential and commercial growth. In 2015 with growth patterns on the rise, the City’s Environmental Utilities Department (EUD) resumed work on the project. A review and update to the PDR was conducted resulting in changes due to new codes, recommendations on project phasing and options for moving the project into construction.

#### **Phase 1 - Site Grading Improvements (Completed)**

Geotechnical investigation conducted in 2007 revealed that some portions of the site had soils that were unsuitable for construction of facilities such as buildings, storage tanks, and paving. Phase 1 completed initial excavation to remove unsuitable soils from the site and initial site grading.

#### **Phase 2 – Engineering Design (Ongoing)**

Phase 2 Engineering Design of the facilities identified in the PDR and updated PDR was completed by Water Works Engineers and the City’s Environmental Utilities Department.

#### **Phase 2 – Construction (scope of this RFP)**

A Design-assist contracting agreement is being used to construct the West Side Tank and Pump Station Project (Project) which includes, but is not limited to, Construction of two (2) new six (6) million gallon pre-stressed concrete water storage tanks, a new concrete masonry unit (CMU) block Booster Pump Station building and equipment, hydropneumatic tank, site grading and

paving, storm water treatment basins, tank valve vault, electrical site work, 1,500 kW standby diesel generator and fuel tank, Electrical switchgear, Instrumentation and Controls, Contractor Design-Assist Responsibilities, and other structural, mechanical and electrical ancillary systems. Reference Section 5-Scope of Services.

The City has retained the services of Water Works Engineers (Architect/Engineer) to provide design services, engineering services during construction, and construction management services for this project.

Due to the public impact, visibility, complexity, and critical importance of this Project, the City will use a competitive, best value process for procurement of the services and work required to complete the construction of the Project. The Design-Assist Guaranteed Maximum Price (GMP) with shared savings contract delivery method, will be used for the WST-PS project's delivery. Contractor selection will be conducted utilizing this Request for Proposal (RFP) procurement and a best value evaluation, followed by the City's Contract award process.

- All Prospective Proposers should determine if they meet minimum qualifications before submitting a Design-Assist Proposal. Refer to Section 5 of this RFP for minimum contractor qualification requirements.
- The estimated construction value of the Project is between \$21,000,000 and \$23,000,000.
- The City intends to achieve Final Completion of this Project by September 2022.

### 1.3 KEY ACTION DATES

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Table 1: Key Action Dates

Event	Date
RFP Released by the City	11/15/19
Pre-Proposal Conference or Job Walk	12/11/19
Deadline for Final Questions	1/13/20
City Responses to Written Questions	1/24/20
Proposal Submission Deadline	1/30/20
Submit Key Subcontractor Information by*	2/06/20
Anticipated Contractor Interviews as needed	2/25/20
Anticipated Contract Negotiations	02/26/20-03/20/20
Anticipated Contract Approval by City Council	05/06/20
Anticipated Notice to Proceed	05/13/20
Anticipated Final Completion	09/25/22

\*Key Subcontractor Information (those subs with  $\geq 5\%$  of GMP): within five (5) business days of Proposal due date. Tab E provides definition of "Major" and "Key" subcontractors and requirements of proposal submittals for these subcontractors.

## **2.0 AVAILABLE INFORMATION**

### **2.1 EXAMINATION OF CONTRACT DOCUMENTS**

The Contract Documents consist of:

- VOLUME 1 – Request of Proposals (this document) and all of the required forms and attachments.
- VOLUME 2 – Agreement
- VOLUME 3 – Technical Specifications
- VOLUME 4 – Drawings

Any Proposer planning to submit a Proposal is responsible for examining with appropriate care the complete Contract Documents and all Addenda, and is also responsible for informing itself with respect to all conditions, which might in any way affect the cost or the performance of the Work. Failure to do so will be at the sole risk of the Proposer, and no relief shall be given for errors or omissions by the Proposer. The submission of a Proposal shall constitute an acknowledgment upon which City shall rely on as a confirmation that the Proposer has thoroughly examined and is familiar with the Contract Documents and that the Proposer has waived any objections or contentions regarding the Contract Documents and/or the Proposal submission requirements. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Proposal or to the Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

### **2.2 SUPPLEMENTAL INFORMATION AVAILABLE TO PROPOSERS**

#### **Geotechnical Report**

A subsurface investigation has been conducted at the site of the Work. The subsurface investigation and geotechnical report(s) were developed for planning and design purposes only, and as such may not include necessary information for, any or all, construction related activities including, but not limited to, excavations, sheeting, shoring, bracing, boring and dewatering. The Contractor may not make claim against City or any of City's Consultants with respect to the completeness of this investigation and geotechnical report(s) for Contractor's purposes with respect to the means, methods, techniques, sequences and procedures employed by Contractor, and safety precautions and programs incident thereto.

The resulting geotechnical report with the records of borings made at the Project site is titled: Geotechnical Report for West Side Tank & Pump Station Project Phase 2, Roseville, California dated January 9, 2019 prepared by Bajada Geosciences, Inc.

An electronic copy of the geotechnical report will be posted on the City of Roseville's Public Purchase website at: <https://www.publicpurchase.com/>. This geotechnical report is not part of the Contract Documents and is made available solely for the convenience of the Proposer and Contractor.

It is expressly understood and agreed by Proposer that neither the City nor the Engineer assume any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in their use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Engineer's investigation of the subsurface conditions is made available to the Proposers and Contractor, it is expressly understood and agreed by Proposers and Contractor that said log of test borings does not constitute a part of the Contract Documents, represents only the opinion of the Engineer as to the character of the materials encountered in the test borings, is made available only for the convenience of Proposers, and its use is subject to all of the conditions and limitations set forth in this RFP. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The City disclaims responsibility for the Proposer's or Contractor's interpretation of data, such as, projecting or extrapolating from the test holes to other locations on the site of the Work, soil bearing values and profiles, and soil stability, as well as the presence, level, and extent of underground water for subsurface conditions during construction operations.

Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the Site are based upon information and data furnished to Engineer by the City of such Underground Facilities or others, and City and Engineer disclaim responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Contract Documents.

### **Storm Water Pollution Prevention Plan**

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this Contract. A Preliminary SWPPP has been prepared and will be posted on the City of Roseville's Public Purchase website at: <https://www.publicpurchase.com/>. This initial SWPPP is not part of the Contract Documents and is made available solely for the convenience of the Proposer and Contractor. The contractor will be required to revise and finalize the SWPPP as needed to comply with Construction General Permit Requirements and all other pertinent laws, rules, and regulations. Only a Qualified SWPPP Developer (QSD) is allowed to revise or amend the SWPPP. All revisions and Amendments must be accepted by the Legally Responsible Person (LRP).

## **2.3 INSPECTION OF PROJECT SITE AND PRE-PROPOSAL ACCESS TO THE SITE**

In addition to examination of the Contract Documents, each Proposer shall become fully informed regarding all existing and expected conditions and matters, which could affect any Work or performance of any Work.

Prior to submitting a Proposal, it is the Proposer's responsibility to investigate the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling, haul route, and onsite and offsite storage of materials; water, and electric power; availability and condition of roads; climatic conditions and seasons; physical conditions at the Site, work area(s)



available as outlined in the Drawings, impact to the residents, stakeholders, and the Project areas as a whole; equipment and facilities needed preliminary to and during performance of the Work; and all other matters that can in any way affect performance of the Work. The failure of the Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work.

Any failure to fully investigate the Site or the foregoing conditions shall not relieve the Proposer from responsibility by estimating properly the difficulty or cost of successfully performing any Work. Neither City nor any of the City's representatives or agents assumes any responsibility for any verbal representation regarding all existing and excepted Site conditions.

Proposers seeking to conduct any additional invasive examination of the Site, such as potholing, must request Site access from the City in writing at least three (3) business days in advance. Requests should be emailed to the City's representative, Janice Gainey at [JRGainey@roseville.ca.us](mailto:JRGainey@roseville.ca.us). The location of any invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Proposers may not conduct tests at the Project Site prior to obtaining City approval. Additionally, any such Proposer must execute a City furnished Access, Indemnity and Release Agreement and provide an insurance certificate as described therein by noon of the day prior to Proposer's approved Site visit. Once approved testing is complete, the Proposer must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

Proposers who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Access, Indemnity and Release Agreement or insurance information. However, these Proposers must request Site access from the City in writing at least three (3) business days in advance.

If, during the course of its Site inspection, a Proposer finds conditions which appear to be in conflict with the Contract Documents, the Proposer may apply to City, in writing, for additional information and explanation and shall follow time guidelines as outlined in the Key Action Dates in Table 1. Questions shall be submitted no later than the last day to ask questions before the time specified for receiving the Proposals.

Submission of a Proposal by the Contractor shall constitute conclusive evidence that, if awarded the Agreement, the Contractor has relied upon and is relying on its own examination of (1) the Site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on the Contractor's own knowledge of existing facilities on and in the vicinity of the Site of the Work to be constructed under the Agreement, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of Contract Documents, and other related information made available to Proposers by the City. Any related information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the Proposer.

### **3.0 INSTRUCTIONS TO PROPOSERS**

This RFP includes a description of the scope of services, Proposal requirements, and instructions for submitting your Proposal. Failure to follow these instructions may result in rejection of your Proposal.

#### **3.1 Overview of Proposal Process**

- ☐ Attend Mandatory Pre-Proposal Conference (Section 4).
- ☐ Evaluate Minimum Contractor Qualification Requirements (Section 6).
- ☐ Study all RFP documents and supplemental Information (Proposer's Responsibility).
- ☐ Prepare Proposal Parts 1 and 2. (Section 7).
- ☐ Follow Proposal Submittal Instructions (Section 8) to submit by due date and time.
- ☐ Within five (5) business days after Proposal due date; submit reference materials for Key Subcontractors as described in Section 7.1 (Tab E).

#### **3.2 Communications Regarding this RFP and Project**

To protect the integrity of the procurement process, by shielding it from undue influences prior to the recommendation of Project award, there are strict prohibitions regarding communications between potential Proposers and the City. From the publication of this RFP until the time of City's publication of the Notice of Intent to Award the following rules will apply:

- City's Representative for this project is:

Janice Gainey, P.E.  
Senior Engineer  
City of Roseville Environmental Utilities-Engineering  
2005 Hilltop Circle  
Roseville, CA 95747  
JRGainey@roseville.ca.us.

- No oral representations or interpretations will be made to any Proposer as to the meaning of this RFP.
- Do not contact any other CITY staff or departments in regard to this project. Information provided by anyone other than the above contact may be invalid and Proposals which are submitted in accordance with such information may be declared non-responsive.
- Other than contact with the City's Representative, communication (of any form) with any City staff including its consultants and City Council members and their staff, is prohibited.
- If the City determines that the communication prohibition rules have been violated, the City may use this as grounds for Proposal rejection. Direct all inquiries regarding this RFP in writing to either: <http://www.publicpurchase.com>, or [JRGainey@roseville.ca.us](mailto:JRGainey@roseville.ca.us).

### 3.3 Revisions to Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to Proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the Proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of Proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of his/her Proposal.

### 3.4 Escrow Documents

The highest ranked Proposer shall submit one copy of all documentary information generated in preparation of its GMP for this project within five (5) business days after receipt of Notice of Intent to Award from City. This material is hereinafter referred to as Escrow Proposal Documents (EPDs). Reference Section 11.31 – Escrow Proposal Documents.

### 3.5 Classification of Subcontractors

This RFP and Agreement (Volume 2 of Contract Documents) incorporate the following definitions of classifications of subcontractors. Each classification has separate requirements for qualifications that must be included in the Proposal.

**“Subcontractor-MAJOR”.** Major subcontractors are defined as a subcontractor who will perform greater than or equal to twenty percent (20%) of the GMP.

**“Subcontractor-KEY”.** Key subcontractors are defined as a subcontractor who will perform greater than five percent (5%) of the GMP.

**“Subcontractor-LISTED”.** Listed subcontractors are defined as a subcontractor who will perform greater than one half percent (>0.5%) of the GMP.

## 4.0 MANDATORY PRE-PROPOSAL CONFERENCE AND JOB WALK

A **mandatory** pre-proposal conference/job walk has been scheduled for **10:00 a.m., DECEMBER 11, 2019** at:

Pleasant Grove Wastewater Treatment Plant  
5051 West Park Drive  
Roseville, California

A sign-in sheet will be available up until commencement of the pre-proposal conference meeting only. Proposals from Contractors who do not sign the sign-in sheet and attend the **mandatory** pre-proposal conference/job walk will be rejected. Attendance by subcontractors is not mandatory, but all interested prospective subcontractors are encouraged to attend. The pre-proposal conference/job walk will begin at the designated start time. Any Proposals received

from Contractors who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to them unopened.

Except for the mandatory conference/job walk, no other access to the project site will be granted prior to the proposal submission date without prior approval from the City. See Section 2.3-INSPECTION OF PROJECT SITE AND PRE-PROPOSAL ACCESS TO THE SITE.

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

## **5.0 SCOPE OF SERVICES**

The Contractor shall furnish all labor, equipment, materials, and services specified for the Design-Assist and Construction of the improvements at the West Side Tank and Pump Station site. The design plans and specifications comprise the technical portions of the Project and are included Volumes 3 and 4 of the Contract Documents. They are:

1. VOLUME 3 – Technical Specifications (Attachment 22)
2. VOLUME 4 – Drawings (Attachment 23)

Contractor shall refer to the Construction Documents for detailed requirements related to construction sequencing, submittals, site access requirements, construction of temporary facilities, safety requirements, warranty, testing, and demolition requirements.

Please note that “Construction” documents are a subset of the “Contract” documents that are listed in Section 2.1.

## **5.1 CONSTRUCTION**

The scope of the construction work is summarized below (not including administrative tasks such as submittal preparation, startup, testing, etc.):

### **Water Storage Tanks**

- Over excavation beneath tanks and installation of mechanical stabilized earth (MSE) foundation improvement system to provide suitable subgrade conditions for tank construction.
- Construction of two (2) 6.0 MG at-grade pre-stressed concrete water storage tanks with flat concrete roofs. Each tank will be identically sized at 170 ft. diameter with 40 ft. sidewall height.
- Installation of two access hatches, roof vent, interior and exterior access ladders, and electric davit cranes at each tank.
- Installation of leak detection system with PVC liner and perforated piping.
- Installation of wall drain piping.

- Installation of downspouts from roof of each tank for rainwater collection.
- Installation of hydrodynamic tank mixing system in each tank.
- Installation of internal and external overflow piping and supports at each tank.
- Installation of sump in floor of each tank with drain piping and valves.
- Installation of water sample station at each tank.

#### **Tank Valve Vault**

- Construction of new cast-in-place concrete valve vault with structural supports and grating.
- Installation of seven (7) butterfly valves and two (2) check valves associated with tank inlet and outlet. This piping and valve arrangement allow the two tanks to be operated in parallel, in series, or independently taken offline for maintenance.

#### **Pump Station**

- Construction of 2,537 sq. ft. Concrete Masonry Unity (CMU) block Booster Pump Station building to house booster pumps, sodium hypochlorite storage and feed system, and electrical and control equipment.
- Installation of architectural canopies over exterior electrical switchgear and valve vault.
- Installation of coiling overhead door for vehicle access into pump room.
- Installation of evaporative cooling for pump room and air conditioning for electrical room.
- Installation of trench drains for building drainage and small diameter pipe routing.
- Installation of roof hatches over all pumps with winch operated rigging to allow operators to open hatches from ground level.
- Construction of valve vault outside of building for suction-side pump isolation valves.
- Installation of four (4) 250 hp vertical turbine booster pumps (3 duty plus 1 standby) set in below-grade suction barrels. Each pump shall have a design capacity of 3,800 gpm at 170 ft TDH.
- Installation of 16-inch electronic control valve for tank filling and pressure relief.
- Installation of piping, pipe supports, valves and appurtenances associated with pumping system.
- Installation of sample pump for tank outlet chlorine residual analyzer.
- Installation of 500-gallon dual contained sodium hypochlorite storage tank.
- Installation of skid-mounted progressive cavity sodium hypochlorite metering pumping system.
- Installation of two (2) emergency eyewash and shower systems with tepid water system.
- Installation of 2,000-gallon bladder-style hydropneumatic tank and associated piping, pipe supports, valves and foundation.

#### **Electrical**

- Coordination with electric utility and installation of electric service to site including transformer, conduit and wiring.
- Installation of 1,500 kW standby diesel generator, dual-contained fuel tank, load bank and access stairs and platforms.
- Installation of exterior switchboard at Booster Pump Station.
- Installation of interior automatic transfer switch, distribution sections, panelboard, transformer, control panel and security panel in electrical room of Booster Pump Station.
- Installation of two (2) 250 hp variable frequency drives and two (2) 250 hp reduced voltage soft starters in electrical room of Booster Pump Station.
- Installation of light fixtures on and in the Booster Pump Station and light poles throughout the site.
- Installation of all conduit, wire, supports, pull boxes, etc. to support the new system.

#### **Instrumentation and Controls**

- Installation of programmable logic controller (PLC) and control panel to monitor and control the new system.
- Installation of level measurement devices, ladder and hatch intrusion switches and power supply to davit cranes at each water storage tank.
- Installation of level measurement devices in tank valve vault.
- Installation of free chlorine residual analyzers for tank inlet and outlet sampling.
- Installation of pressure transmitter on pump discharge header.
- Installation of bi-directional 24-inch magnetic flowmeter for tank fill and pump discharge flow measurement.
- Installation of site access and security system, including fiber optic network tied into Pleasant Grove WWTP Administration Building.
- Installation of miscellaneous instrumentation.

#### **Miscellaneous Site Work**

- Installation of valve vault to tie into existing water distribution system with new 30-inch piping.
- Installation of 30-inch tank fill, 42-inch tank outlet and miscellaneous yard piping, including sewer and storm drain manholes and catch basins.
- Site grading and construction of curbs, gutters and paving.
- Construction of lined bioretention basins for storm water treatment prior to discharge to existing storm drain system.
- Construction of CMU block wall and chain-link fencing around site perimeter.
- Construction of steel fencing at main site entrance with automatic gate and single-leaf gate for pedestrian access.

- Relocating and connecting to existing recycled water distribution system, installation of irrigation system between Westpark Drive and new CMU block wall, planting shrubs and installing mulch.
- Installation of site erosion control measures.

## **5.2 DESIGN ASSIST**

Based on the Final Design Submittal, and in accordance with the Contract Documents Article 2.1- Scope of Work (Volume 2 - Agreement), the Contractor is a Design-Assist Team member with responsibility to complete the following design assist activities. Coordination with other members of the Design-Assist Team will be required; the City, Engineer, Construction Manager and possibly other personnel that have regulatory or funding authority.

- Conduct a constructability review of the Final Design Submittal Drawings and Specifications, and submit comments and identified mitigation solutions to the City.
- Identify cost savings and added value alternative design/construction solutions, and submit to the City for evaluation.
- Develop detailed cost estimates for identified alternatives when requested by City for the City's evaluation.
- Identify construction sequencing and the impacts of the identified alternatives on the sequencing.
- Develop a detailed schedule and the impacts of the identified alternatives on the schedule.
- Participate in a cooperative partnership relationship with City, Engineer, and Construction Manager to develop a comprehensive construction plan to address project risk and minimize existing facility disruptions.
- Participate in up to eight (8) Final Design Coordination Meetings lasting up to four (4) hours each to present and work collaboratively to allow for issuance of the Project Drawings and Specifications for construction.

Note that the Engineer is the entity professionally responsible for the design of the Project. City acknowledges that Contractor is a general contractor and not an architect or engineer. Except with respect to any subcontractors of Contractor providing architectural or engineering services for the Project as design-build work, the Contractor's review of or input for any design documents, or Contractor's recommendation for any design concepts, is made solely in Contractor's capacity as a licensed contractor and not as a licensed design professional. Contractor is not responsible for any errors in the Engineer's design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if Contractor observes any such nonconformity or errors it shall promptly notify City's Representative and the Engineer.

## **6.0 MINIMUM CONTRACTOR QUALIFICATIONS**

Prospective Proposers interested in submitting Proposals for the WST-PS Project must meet minimum qualifications of experience, responsibility, responsiveness, safety, and financial stability. The minimum requirements are described in Section 7 – Proposal Requirements and Format, Section 9 – Evaluation

Criteria, and Section 12 – Attachments (Forms). The list below is provided as a self-assessment check list only and is not intended to completely describe the qualifications of a successful Proposal.

- ✓ Relevant project experience: Five projects of similar nature, scope, complexity, and size that your firm's team members have completed in the last ten (10) years. Relevant project experience may be met through combined pump station and tank projects or individual, but five representative projects for both types of work, individually, are required. See Attachment 5 – Firm's Qualifying Project Experience for additional information and requirements.
- ✓ Possess a valid and current California Contractor's license (Class A, General Engineering Contractor) and this license has not been revoked at any time in the last five (5) years.
- ✓ Registration with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5
- ✓ Have not had a surety firm complete a contract on the Prospective Proposer's behalf, or paid for completion because the Prospective Proposer's firm was default terminated by the project owner within the last five (5) years.
- ✓ Project Manager, Scheduler, and Job Superintendent (serving as on-site resident Superintendent and Contractor's authorized representative) are identified and qualifications met.
- ✓ Safety Supervisor, Tank Construction Superintendent, and Specialty Tank Prestressing Superintendent and/or Operator are identified, qualifications presented, and acknowledgement of conformance with qualification and experience requirements.
- ✓ Bonding Capacity is sufficient.
- ✓ Meet Insurance requirements.
- ✓ Current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 et. seq.
- ✓ Reviewed or audited financial statement with all accompanying notes and supplemental information for 2018 or later.
- ✓ During the last five (5) years, the Proposer's firm or any of its owners or officers have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract.
- ✓ Contractor must self-perform at least 30% of the value of the work.
- ✓ Company is eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to California Labor Code 1777.1 and Labor Code 1777.7.
- ✓ No conflict of interest; the Prospective Proposer shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the Contract for the Project contained in this RFP.
- ✓ Prohibition against interest in more than one Proposal and Proposer collusion. Firms/Companies may be included as a subcontractor on multiple Proposals; however, Firm/Company may not submit a Proposal as a Prime Contractor if they are also identified as a subcontractor on other Proposals.



## 7.0 PROPOSAL REQUIREMENTS AND FORMAT

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Contractor wishes to include that is not specifically requested should be included in an appendix to the Proposal.

**There are two parts to the Proposal.** Part 1 is the Proposer's Technical Proposal and Required Proposal Form Attachments. Part 2 is the Proposal Guaranteed Maximum Price (GMP), Cost Information, Proposal Guarantee, and Proposing Company's financial information. Part 1 should be submitted in a separate sealed envelope from Part 2's sealed envelope. Both sealed envelopes shall be submitted simultaneously before the Proposal submission deadline.

**Proposal Development.** Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the Proposer's: project understanding; approach to the design-assist methodology; strategy/approach for execution of the scope of work, qualifications and expertise of the team; quality control processes, and safety record. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The Proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

There are page limits for specific sections of the Proposal which are indicated below. The following sections do not have page limits: cover sheet; index sheets (tab dividers), table of contents, references, signature requirements, safety record, resumes (in the appendix), financial status documents, and cost proposal.

## 7.1 PART 1 –TECHNICAL PROPOSAL

Proposer shall submit all forms and information required as described in Section 7.1 in a sealed envelope (or container) labeled as Part 1. See Section 8 for additional labeling and delivery instructions.

The following sections shall be included within Part 1 of the Proposer's submittal. Use section dividers (Tabs) as specified below.

### COVER LETTER

- ☐ Include a Cover Letter with, at a minimum, the following information:
  - Title of this RFP
  - Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
  - Contact Person, Telephone Number, Fax Number, and Email Address

### **TAB A: Project Understanding (30 Points)**

Include the following items in Tab A. Page Limit: 6. Maximum Score: ~~30~~40 points.

- ☐ Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. City staff will assess your understanding of all aspects of the project based on the narrative.

### **TAB B: Project Approach (60 Points)**

This tab includes the proposers approach to the Project's Scope of Work, special project considerations and proposed work schedule.

Include the following items in Tab B. Page Limit: 12 (not counting work schedule). Maximum Score: 60 points.

- ☐ Provide a detailed narrative of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Also identify any unique approaches or strengths that your firm may have related to this project.
- ☐ Provide proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each scheduled task, including sub-consultants and sub-contractors.

### **TAB C: Project Cost Reduction Opportunities (20 Points)**

Include the following items in Tab C. Page Limit: 3. Maximum Score: 20 points:

- ☐ Based on the preparation of your firm's Technical Proposal and your firm's/team's construction experience with similar projects, identify items that you believe can improve the existing plan for the new facilities while also potentially creating savings to reduce the cost to construct the Project and/or operational costs of the new and/or retrofitted facilities. Cost savings ideas should not simply reduce scope, or in any way impair the essential functions or characteristics of the Project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards. Cost savings ideas should not materially change any provisions found in the Agreement. DO NOT provide any estimates of potential cost savings in either Part 1 or Part 2 of Proposal.

#### **TAB D: Contractor's Minimum Qualifications and Certifications (Pass/Fail)**

The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Items included in this Tab D are all forms attached to this RFP, are scored as Pass/Fail, and do not count toward page totals. A Passing score is given only if 1) the item required is provided in the proposal, 2) the item required and provided in the proposal is completely filled out by proposer and executed (signed) where appropriate, and 3) meets the requirements for experience demonstration and/or qualifications.

Include the following items in Tab D. This section is not awarded a point score but all items must be completed and submitted to be considered a responsible Proposer therefore Tab D is scored as Pass/Fail.

- ☐ Attachment 1 – Proposer's Certification and Evidence of Authority to sign.
- ☐ Attachment 2 – Certification of Proposer's Experience and Qualifications. Include any supplemental information to Attachment 2 in the Appendix for Part 1 (Tab L).
- ☐ Attachment 3 - License Information. Attached form requires information on Contractor Licenses, business license, and DIR registration.
- ☐ Attachment 4 - Corporate Tree. If the company, corporation, LLC, or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation, LLC, or other entity, provide on a separate page (labeled as Attachment 4), a complete corporate tree showing percentage of ownership.

#### **TAB E: Project Team Qualifications and Experience (40-50 Points)**

The City wants to ensure that the successful Contractor has the necessary project experience and expertise to provide the services specified herein in a satisfactory and timely manner.

If a Proposer subcontracts out any work items and the expected value of subcontractor's work is greater than twenty percent (20%) of the GMP, that subcontractor is considered a **"MAJOR"** subcontractor. Major subcontractors' qualifying project experience and safety record information must be submitted **with Part 1 of the Proposal package**.

If a Proposer subcontracts out any work items and the expected value of subcontractor's work is greater than five percent (5%) of the GMP, that subcontractor is considered a **"KEY"** subcontractor. Key subcontractors' qualifying project experience and safety record may be included either **with Part 1 of the proposal package OR may submitted within five (5) business days after the deadline to receive Proposals**. If submitted after Proposal due date, follow the same delivery instructions that are given in Section 8 and mark this envelope with additional label, "Key Subcontractors".

Include the following items in Tab E. Maximum Score: 40-50 points:

- ☐ One-page organizational chart showing all Major and Key Project team members and identification of their roles.
- ☐ Summary Statement of your team's qualifications and experience for performing the requested services. Include identification of team members, their roles and

responsibilities, qualifications, and geographic locations. Include discussion of the qualifications of the:

- Project Manager
- Job Superintendent
- Tank Construction Superintendent
- Specialty Tank Pre-stressing Superintendent and/or Operator
- Quality Control Manager
- Scheduler
- Safety Manager.

This summary statement has a page limit of six (6) pages. Full resumes may be included in the appendix for part 1 (Tab L).

- ☐ Attachment 5 – Qualifying Project Experience. Proposer, Major, and Key Subcontractors must each complete Attachment 5 (one for each project) to provide relevant and qualifying experience. Minimum numbers of qualifying projects must be provided for each as described in the instructions for Attachment 5.
- ☐ Attachment 6 - Project Manager's Project Experience. There are minimum project experience requirements for the proposed Project Manager and a requirement that the Project Manager will be fully dedicated (100% assigned) to this project and present on-site during construction. The Project Manager may also service as Job Superintendent (serving as on-site resident Superintendent and Contractor's authorized representative). Complete Attachment 6 for the proposed Project Manager.
- ☐ Attachment 6 – Significant Subcontractor Staff. If a Project Manager is not serving as the Tank Construction Superintendent and/or Specialty Tank Prestressing Superintendent/Operator as described in Technical Specification Section 03314, then those individuals serving in these roles are considered Significant Subcontractor Staff and must furnish the same qualifying project experience as the Project Manager as detailed above under Project Manager Experience.
- ☐ Attachment 6 - Resumes of Major Subcontractors' on-site superintendent/general foreman or project manager that will be assigned to this Project.
- ☐ Resumes of Key subcontractors' on-site superintendent/general foreman or project manager that will be assigned to this Project.

#### **TAB F: Subcontractor List and Assurance of Designated Project Team (Pass/Fail)**

Include the following items in Tab F. This section is not awarded a point score but all items must be completed and submitted to be considered a responsible Proposer therefore Tab F is scored as Pass/Fail.

- ☐ Attachment 7 - Subcontractor List. Complete this form with all subcontractors that will perform work greater than one half of one percent (> 0.5%) of the GMP amount. This form attachment also requires subcontractor's license information and DIR registration information.

- ☐ Attachment 8 - Assurance of Designated Project Team. Proposer shall give assurance that the designated project team, including sub-consultants or sub-contractors (if any), are in fact assigned to this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

#### **TAB G: Construction Scheduler Qualifications (20 Points)**

Include the following items in Tab G. Maximum total score for all items in Tab G is 20 points

- ☐ Resume of Proposed Project Scheduler. Provide the resume of the person who will prepare your Baseline Critical Path Method (CPM) Schedule and all required updates and progress reports for this Project. Your assigned person responsible for all CPM schedules and progress reports may be the same person as the full-time Project Manager provided you certify the Project Manager has the scheduling qualifications, scheduling experience and time to produce acceptable schedules and reports in a timely manner.
- ☐ Please provide an example CPM Schedule produced by the individual selected to prepare the Baseline CPM (Scheduler) for a project of similar size and complexity. Example project schedule may be for the proposed West Side Tanks project, a previous project, or generic example. Schedule shall be submitted on 11x17 paper.

#### **TAB H: Safety Program and Records (30 Points)**

Include the following items in Tab H. Maximum total score for all items in Tab H is 30 points.

- ☐ Provide an electronic copy of your Company's overall Safety Program for all company operations in PDF format as an appendix on the USB flash drive. No page limit.
- ☐ Resume of the Safety Manager who will be assigned to the Project.
- ☐ Attachment 9 – SAFETY RECORD must be completed by Proposer and any subcontractor whose expected value of work is greater than five percent (5) of the GMP.

#### **TAB I: Quality Control Program (30 Points)**

Include the following items in Tab I. Maximum total score for all items in Tab I is 30 points.

- ☐ Provide a descriptive outline of your planned quality control (QC) program for this Project. This QC program should integrate and compliment the testing and inspection requirements found in the Contract Documents. Include a description of how QC would be managed on this project. Page Limit: 3

- ☐ Resume of your proposed QC Manager for this Project. The QC Manager can be the same person as the full-time Project Manager (do not submit a second copy of resume in this case).

#### **TAB J: Other Required Statements/Documents**

All Items in Tab J are scored as Pass/Fail and must be included in the Proposal. A Passing score is given only if 1) the item required is provided in the Proposal, 2) the item required and provided in the Proposal is completely filled out by proposer and executed (signed) where appropriate, and 3) meets the requirements for experience demonstration and/or qualifications.

Include the following items in Tab J.

- ☐ Attachment 10 –No Conflict of Interest Declaration. Complete the attachment to certify absence of a conflict of interest. Section 11 General Terms and Conditions, Paragraph 11.4 provides additional requirements for Attachment 10.
- ☐ Attachment 11 –Non-Collusion Declaration. Proposers shall execute the Attachment to certify Non-Collusion on the RFP. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one Proposal in response to this RFP will cause rejection of all Proposals in which that individual, partnership, corporation, or combination is interested. (Reference Section 11.6) Additionally; Firms/Companies may be included as a subcontractor on multiple Proposals; however, Firm/Company is restricted from submitting a Proposal as a Prime Contractor if they are also identified as a subcontractor on other Proposals.
- ☐ Attachment 13 - Iran Contracting Act Disclosure Form.
- ☐ Attachment 14 – Statement indicating your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample CONTRACT. Section 11 General Terms and Conditions, Paragraph 11.7 provides additional requirements for Attachment 14. Please note that actual certificates of insurance are not required as part of your Proposal.
- ☐ Attachment 19 – Proprietary Information Statement. Statement that nothing contained in the submitted proposal will be proprietary, OR a statement that Proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information. Part 1 of the Proposal should only contain the short statement in Attachment 19 that there is not/ or is, proprietary information. If a claim for privilege against public disclosure is submitted it should be included in Part 2 of the Proposal. Section 11 General Terms and Conditions, Paragraph 11.23 provides additional requirements for Attachment 9. Sections 7.2 and 8.1 provide instructions for submitting Attachment 19.

#### **TAB K: Exceptions**

Include the following items in Tab K.

- ☐ Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample

AGREEMENT (Volume 2 of the Contract Documents). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm. Section is not scored but must be included.

#### **TAB L: Part 1 Appendix**

Include additional information and documents in this section as needed. May include, but not limited to:

- ☐ Resumes of significant staff and Subcontractors.
- ☐ Miscellaneous attachments as needed.

## **7.2 PART 2 - COST PROPOSAL and FINANCIALS**

Proposer shall submit all forms and information required as described in Section 7.2 in a separate sealed envelope (or container) labeled as "Part 2". See Section 8 for additional instruction for delivery and labeling.

The following sections shall be included within Part 2 of the Proposal submittal. Use section dividers (Tabs) as specified below.

#### **PROPRIETARY INFORMATION LETTER (OPTIONAL)**

- ☐ If a Proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the Proposal in a separate envelope marked "confidential." Reference Section 11.23 for more information. This confidential envelope should be included in Part 2 Envelope (or container).

#### **TAB M: Guaranteed Maximum Price, Cost of Work and Fee (60 Points)**

- ☐ Attachment 15 – Guaranteed Maximum Price, Cost of Work, and Fee. Provide a statement of total proposed guaranteed maximum price and additional cost proposal information by completing the form and tables in this attachment. Page Limit: 10 (not including additional pages as needed).

#### **TAB N: Proposed Shared Savings (10 Points)**

- ☐ Attachment 16 – Proposed Shared Savings. Page Limit: 1

#### **TAB O: Financial Status (Pass/Fail)**

The City wants to ensure that the successful Contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and

timely manner. Items included in this Tab O will be reviewed to determine adequate financial resources of the Proposer. A Passing score is given only if 1) the item required is provided in the proposal, 2) the item required and provided in the proposal is completely filled out by proposer and executed (signed) where appropriate, and 3) demonstrates adequate financial stability and resources.

Include the following in Tab O:

- ☐ Copy of Reviewed or Audited Financial Statement (2018) with accompanying notes and supplemental information. A financial statement that is not reviewed or audited is not acceptable. No page limit.
- ☐ Proposer must provide a letter from its Surety or Surety Broker, which certifies that Proposer's current bonding capacity is sufficient for this Work based on the Proposal and the terms of the Agreement. No page limit.

## **8.0 SUBMITTAL INSTRUCTIONS**

### **8.1 Submittal Package Structure and Contents**

There are two parts to the Proposal. Part 1 is the Technical Proposal. Part 2 is the Cost Proposal and Financial data.

Each part must be labeled appropriately, sealed, and submitted simultaneously before the Proposal submission deadline.

Your submittal packages shall be sealed and include the following:

#### **Envelope 1 (or Container 1)**

- One (1) original and eight (8) printed copies of your Part 1 – Firm's Qualifications and Technical Proposal (Reference Section 7.1 for contents); and
- Two (2) electronic copies of your entire Part 1 proposal in PDF format on flash drives or other electronic media

#### **Envelope 2 (or Container 2)**

- One (1) original and one (1) printed copy of your Part 2 – Cost Proposal and Confidential Financial data.
- Two (2) electronic copies of your entire Part 2 in PDF format on two separate flash drives or other electronic media (one copy on each device).
- Optional "Confidential" Envelope. If a Proposer desires to claim a **privilege against public disclosure** as described in Section 11.23, for a trade secret or other proprietary information, such information must be submitted with the Proposal in a separate envelope marked "confidential." This confidential envelope should be included in Part 2 Envelope (or container). Only one Confidential Envelope should be submitted. City Staff will ensure that this Confidential Envelope is reviewed by City Attorney's office for future



handling. Submit in the Original Part 2 only (not in additional copy and not electronically).

## **8.2 Proposal Deadline**

Proposals shall be submitted not later than the date and time indicated on the cover page of this RFP.

Postmarks will not be accepted and Proposals received after the deadline date and time will not be opened and will be returned to Proposer. No exceptions.

## **8.3 Proposal Delivery Address**

Proposals shall be submitted ONLY to:

City of Roseville  
Attn: City Clerk Department  
311 Vernon Street  
Roseville, CA 95678  
Re: Design-Assist and Construction of the  
West Side Tanks and Pump Station Project  
Attention: Janice Gainey, Senior Engineer, Environmental Utilities-Engineering

## **8.4 Faxed and/or emailed Proposals will not be accepted.**

## **8.5 Delivery Responsibility**

The City shall not be responsible for Proposals delivered to a person or location other than that specified herein.

## **8.6 Labeling**

Each submittal envelope/container (Part 1 and Part 2) must include the City's "Sealed Proposal" label. In addition to the City's sticker, clearly mark each envelope as either Part 1 or Part 2. See Attachment 17 for "Sealed Proposal" label.

## **8.7 Minor Irregularities**

The City reserves the right to waive minor defects and/or irregularities in Proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

## **9.0 EVALUATION CRITERIA and PROPOSAL SCORING**

A selection committee consisting of City employees will evaluate and rank the Proposals received. The City may conduct such reference checks as the City deems necessary to establish the responsibility, qualifications, and financial ability of the Proposer's team, to perform the Work. **Table 2 – PROPOSAL SCORING** shows either the maximum points available in each category or that the category will be scored on a "Pass/Fail" basis.

**Pass/Fail Scoring.** For Proposal items that receive a failing score (for any of the items identified as scored on a “Pass/Fail” basis) the City will treat the Proposal as nonresponsive and will reject it on that basis. A Passing score is given only if 1) the item required is provided in the Proposal, 2) the item required and provided in the proposal is completely filled out by Proposer and executed (signed) where appropriate, and 3) meets the requirements for experience demonstration and/or qualifications.

**Points Scoring.** Proposal items that are scored will be awarded points determined by the selection committee based on the best value to City using all information provided by the Proposer in its Proposal and other investigations by CITY as described in this RFP.

**Points Scoring Formulas for Part Two (Envelope 2) of the Proposal.**

The Part Two scoring will order the Proposals received and score each using the following formulas:

- Total Proposed GMP Score
  - Lowest GMP receives 40 Points
  - GMP within 2% of Lowest GMP receives 40 Points
  - GMP more than 2% and less than or equal to 4% of Lowest GMP receives 30 points
  - GMP more than 4% and less than or equal to 6% of Lowest GMP receives 20 points
  - GMP more than 6% and less than or equal to 8% of Lowest GMP receives 10 points
  - GMP greater than 8% of Lowest GMP receives 0 Points
- Total On-Site Management & Administration Positions Hourly Rate Score = Maximum Points x Lowest Average Hourly Rate / Proposer’s Average Hourly Rate
- Proposed Total Fee Mark-Up for General Overhead & Profit Score = Maximum Points x Lowest Fee / Proposer’s Fee
- Proposed Shared Savings = Maximum Points x Proposer’s % to Owner / Highest % to Owner

Table 2: Proposal Scoring

Tab	Evaluation Category	Maximum Score
	<b>Part One - Technical Proposal and Proposal Forms</b>	
A	Project Understanding	40
B	Project Approach and Proposed Work Schedule	60
C	Project Cost Reduction Opportunities	20
D	Contractor’s Minimum Qualifications and Certifications	Pass/Fail
	Attachment 1 – Proposer’s Certification	
	Attachment 2 – Minimum Experience And Qualifications Requirements	
	Attachment 3 – Licenses and DIR Registration	
	Attachment 4 – Corporate Tree (if applicable)	
E	Project Team Qualifications and Experience	50
	Organizational Diagram	
	Statement of team’s qualifications and experience	
	Attachment 5 – Qualifying Project Experience (Proposer, Major and Key Subs)	

Tab	Evaluation Category	Maximum Score
	Attachment 6 - Project Manager's Project Experience (Proposer, Major and Key Subs)	
	Resume of Major Subcontractors' on-site superintendent	
	Resume of Key Subcontractors' on-site superintendent	
F	Subcontractor List and Assurance of Designated Project Team	Pass/Fail
	Attachment 7 - Subcontractor List	
	Attachment 8 - Assurance of Designated Project Team	
G	Construction Scheduler Qualifications	20
	Resume of Proposed Project Scheduler	
	Example of CPM Schedule	
H	Safety Program and Record	30
	Attachment 9 – SAFETY RECORD of Proposer, Major and Key Subs	
	Safety Manager Resume	
	Safety Program	
I	Quality Control Program	30
	Descriptive Narrative of QC Program and Implementation	
	Quality Control Manager Resume	
J	Other Required Statements/Documents	Pass/Fail
	Attachment 10 – No Conflict of Interest Declaration	
	Attachment 11 – Non-Collusion Declaration	
	Attachment 13 – Iran Contracting Act Disclosure	
	Attachment 14 – Indemnification and Insurance Requirements	
	Attachment 19 – Proprietary Information Statement	
K	Exceptions	Pass/Fail
	<b>Part 1 Maximum Score</b>	<b>250</b>
	<b>Part Two - GMP, Cost Information and Proposal Guarantee</b>	
	Proprietary Information Letter (Optional)	N/A
M	Attachment 15 - Guaranteed Maximum Price, Cost of Work, and Fee	
	Proposed Guaranteed Maximum Price	40
	Total On-Site Management & Administrative Positions Hourly Rate Points	10
	Proposed Total Fee Mark-Up for General Overhead & Profit Points	10
N	Attachment 16 - Proposed Shared Savings	10
O	Financial Status	
	Audited 2018 Financial Statement	Pass/Fail
	Bonding Capacity Letter	Pass/Fail
	<b>Part 2 Maximum Score</b>	<b>70</b>
	<b>Total Parts 1 and 2</b>	<b><del>310</del>320</b>

Tab	Evaluation Category	Maximum Score
	Part 3 (OPTIONAL)Interviews if needed	20
	<b>Total Possible Maximum Score</b>	<b><del>330</del>340</b>

## 10.0 SELECTION PROCESS

### 10.1 Award of Contract

Award of the RFP shall be made to the responsible Proposer whose Proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.

### 10.2 Selection Committee

If City determines that a Proposer cannot be selected based solely on the Proposals submitted, the top ranked Proposers submitting the most highly rated technical Proposals may be invited for interviews with the selection committee. The Proposer's proposed Project Manager must be present at the interview; up to three (3) others may attend at the discretion of the Proposer. After this process, the Proposers will be ranked and notified.

The City reserves the right to make a selection after review of the Proposals without oral interviews; therefore, the Proposal should be submitted initially on the most favorable terms that the contractor might propose.

### 10.3 Contract Negotiation

A contract will be negotiated with the Proposer considered the best value meeting the City's need for this project. In the event a mutually satisfactory Contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Proposer considered next best in meeting the City's needs for this particular project.

### 10.4 Contract Execution

The selected Proposer will be required to execute a City prepared Contract. The Contract may further refine the scope of services and will provide for the terms and conditions of employment.

### 10.5 City Council Approval

The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

### 10.6 City's Right to Reject All Proposals

The City reserves the right to reject any or all Proposals, or to waive minor irregularities in said Proposals, or to negotiate minor deviations with the successful Proposer. In the case of differences between written words and figures in a Proposal, the amount stated in written words

shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

#### **10.7 Notice of Intent (NOI)**

Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended Proposer(s) shall be made by the City.

#### **10.8 License, Permits, and Certifications**

A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of Contract.

Contractors are not required to have a City of Roseville Business license to submit a proposal; however, it will be required before executing a Contract. Contractors may apply for a business license at: <https://www.roseville.ca.us/government/departments/finance/licensing/business>

### **11.0 GENERAL TERMS & CONDITIONS**

#### **11.1 Standard Contract.**

Upon completion of the evaluation and recommendation for award, the selected Contractor will be required to execute an agreement prepared by the City, a sample of which is included as Volume 2 of the Contract Documents.

#### **11.2 Independent Contractor**

At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.

#### **11.3 Non-Appropriation**

The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

#### **11.4 Conflict of Interest.**

The Contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a

Contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

Firms/Companies may be included as a subcontractor on multiple proposals; however, Firm/Company may not submit a proposal as a Prime Contractor if they are also identified as subcontractors on other proposals.

#### **11.5 Undue Influence.**

The Contractor shall warrant via an executed Proposer's Certification (**Attachment 1**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Contractor, or from any officer, employee or agent of the Contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

#### **11.6 Non-Collusion.**

Contractors submitting proposals shall warrant via an executed Proposer's Certification (**Attachment 1**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors. For construction contracts, proposers shall submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment 10**.

#### **11.7 Indemnification & Insurance Requirements**

The City's standard indemnification and insurance requirements are provided in the sample agreement, included as Volume 2 to the Contract Documents.

##### **11.7.1 Insurance**

Insurance requirements are provided in Volume 2 of the Contract Documents – Agreement Article 11-Insurance to be provided by CONTRACTOR, only an overview is provided in Table 3, refer to the agreement for all requirements.

Table 3: Insurance Requirements

<b>Insurance</b>	<b>Requirement</b>
Commercial General Liability	

<b>Insurance</b>	<b>Requirement</b>
Major Construction Projects (Projects over \$1,000,000)	\$5,000,000 each occurrence \$10,000,000 aggregate  Personal Injury: \$5,000,000 each occurrence \$10,000,000 aggregate
<b>Comprehensive Automobile Liability</b>	
For bodily injury (including death) and property damage which provides	Total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.
Statutory Workers' Compensation and Employer's Liability Insurance	Limits of not less than One Million Dollars (\$1,000,000) per occurrence.
Builder's Risk/Course of Construction Insurance	All Risk type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract
Contractor's Pollution Liability Insurance	Combined Single Limit for each occurrence: \$2,000,000 General Aggregate: \$2,000,000
<b>Professional Liability</b>	
Submittals prepared by licensed California Engineer	Limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions.

All costs of complying with the insurance requirements shall be as included in your pricing. The selected Contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Contractor's proposal. Alterations to the terms and conditions shall not be allowed.

### 11.7.2 Bonds

The Contract's Article 11.12-Payment, Performance and Warranty Bonds contains requirements for Performance, Labor & Materials and Warranty Bonds. The successful Contractor will be required to provide a Faithfull Performance Bond and a Labor and Materials Bond using the City's forms. The successful contractor will also be required to execute Warranty Bond issued by a corporate surety, acceptable to City. The Payment Bond and Labor and Material Bond shall be for not less than one hundred percent (100%) of the Total GMP; and the Warranty Bond shall be not less than ten percent (10%) of the Agreement cost. Pursuant to California Code of Civil Procedures Section 995.311, the City will verify all bonds for this Project are issued and executed by a California admitted surety. A summary of the Bonding requirements is presented in Table 4-Bonding Requirements below.

Table 4: Bonding Requirements

<b>Bond Type</b>	<b>Requirement</b>
Faithful Performance	100% of the Total Contract Price

Labor and Materials	100% of the Total Contract Price
Warranty	One year following the date of Final Completion Penal sum equal to ten percent (10%) of the GMP

### **11.8 Cost of Preparing Proposal.**

The City will not pay any costs incurred by any Contractor in preparing or submitting a proposal in response to this RFP.

### **11.9 Proposal's Property of the City.**

All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

### **11.10 Proposals are Public Records.**

All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.

### **11.11 Protests**

#### **A. Protest Requirements**

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

#### **B. Grounds for Protest**

1. The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.
2. The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

#### **C. Administrative Review**

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information



requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

#### **D. Stay of Action During a Protest**

In the event a protest is filed under Section 11.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

1. The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or
2. The City decides to reject all proposals and issue a new RFP.

#### **11.12 Rejection of RFP**

The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

#### **11.13 Multiple Award**

The City reserves the right to award the contract to multiple contractors when applicable.

#### **11.14 Increasing/Decreasing Portions of RFP**

The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

#### **11.15 Rejection as Non-Responsive**

Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

#### **11.16 Modifying RFP**

The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

#### **11.17 No Proposal Accepted**

If no proposal is accepted, the City may elect to have the services performed in some other manner.

#### **11.18 Rejecting Team Members, Firms or Sub-contractors.**

The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

#### **11.19 Local Business, Small Business, Minority and Women Owned Business**

Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

### **11.20 Withdrawal of Proposals**

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Contractor prior to the expiration of that ninety (90) day period.

### **11.21 Electronic Transmittals**

No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

### **11.22 Proposal Postponement and Amendment**

The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's website. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

### **11.23 Proprietary Information**

Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.

### **11.24 Right to Request Additional Information**

During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

### **11.25 Modification of Proposals**

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

### **11.26 Examination of Contract Documents**

Each Proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample Agreement attached (Volume 2), Technical Specifications (Volume 3), Drawings (Volume 4), legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a Proposer to receive or examine any of the contract documents shall in no way relieve the Proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

### **11.27 Non-Discrimination.**

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Contractor sign a statement affirming its compliance with this policy.

### **11.28 No Assignment or Modifications**

This awarded contract 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, Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

### **11.29 Bankruptcy**

Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

### **11.30 Escrow Proposal Documents (EPDs)**

#### **A. Procedure**

1. The highest ranked Proposer shall submit one (1) copy of all documentary information generated in preparation of its GMP for this project within five (5) working days after receipt of Final Agreement for Contractor's signature. This material is hereinafter referred to as Escrow Proposal Documents (EPDs).
2. The highest ranked Proposer agrees, as a condition of award of the Agreement, that the EPDs constitute the only complete documentary information used in preparation of its

Proposal. No other Proposal preparation information shall be considered in resolving disputes.

3. Nothing in the EPDs shall change or modify the terms or conditions of the Contract Documents.

#### **B. Ownership**

1. The EPDs are and shall always remain the property of the Contractor subject only to joint review by City and the Contractor, except as provided for herein.
2. City stipulates and expressly acknowledges that the EPDs, as defined herein, constitute trade secrets. This acknowledgment is based on City's express understanding that the information contained in the EPDs is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, and is extremely valuable to competitors by virtue of its reflecting the Contractor's contemplated techniques of construction.
3. City acknowledges that EPDs and the information contained therein are made available to City only because such action is an express prerequisite to award of the Project Agreement. City acknowledges that the EPDs include a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. City agrees to safeguard the EPDs and all information contained therein to the fullest extent permitted by law.

#### **C. Purpose**

EPDs will be used to assist in the negotiation of price adjustments and variations and in the settlement of disputes, claims and other controversies. They will not be used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the Work.

#### **D. Format And Content**

1. Proposers may submit EPDs in their usual cost estimating format. It is not intended that extra work is required in preparing the Proposal but to ensure that the EPDs will be adequate to enable complete and proper understanding and proper interpretation for their intended use. The EPDs shall be in the English language only.
2. The EPDs shall clearly itemize the estimated costs of performing the Work. Items shall be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The EPDs shall include all quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultants reports, add/deduct sheets and all other information used by the Contractor to arrive at the prices contained in the GMP. Estimated costs shall be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, mark-up and other items to each portion of its estimate shall be clearly indicated.

3. The EPDs shall clearly show in calculations, text, or both, the relationship between baseline indications presented in the Contract Documents and assumptions that form the basis for the Contractor's means, methods, equipment selection, rates of production, and costs.
4. All costs shall be identified. For work items where the extended amount is less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.
5. Proposal Documents provided by City should not be included in the EPDs unless needed to comply with the above requirements.

#### **E. Submittal**

1. The highest ranked Proposer shall submit their EPDs in a sealed container (e.g., sealed envelope, box or carton sealed with tape, locked strongbox, etc.), and the container shall be clearly marked on the outside with the Proposer's name, date of submittal, project name, Agreement No., and the words "Escrow Proposal Documents". The EPDs shall be submitted to:

Janice Gainey  
City of Roseville Environmental Utilities-Engineering  
2005 Hilltop Circle  
Roseville, CA 95747

2. The EPDs shall be accompanied, on the outside of the container, by the "Escrow Proposal Document Certification" which is **Attachment 18** to this RFP. The Escrow Proposal Document Certification should be signed by an individual authorized by the Proposer to execute the Proposal, stating that the material in the Escrow Proposal Documentation constitutes all the documentary information used in the preparation of the Proposal and that the individual authorized by the Proposer has personally examined the contents of the EPDs container and has found that the documents in the container are complete.
3. Prior to award of the Project Agreement, the EPDs of the highest ranked Proposer will be examined, organized and inventoried by representatives of City, together with members of the Contractor's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are authentic, legible, and complete. It will not include review of and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. Examination will not alter any condition(s) or term(s) of the Agreement.
4. If all documentation required in the "Format and Contents" has not been included in the original submittal, additional documentation shall be submitted, at City's discretion, prior to award of the Project. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the Contractor and City before making the award.
5. If the Project is not awarded to the highest ranked Proposer, the EPDs of the next highest ranked Proposer to be considered for award shall be processed, as described above.

6. Timely submission of the complete EPDs is an essential element of the Proposer's responsibility and a prerequisite to Agreement award. Failure to provide the necessary EPDs within the specified time frame will be sufficient cause for City to reject the Proposal as non-responsive.
7. If the Proposer's Proposal is based on subcontracting any part of the Work, each subcontractor whose total subcontract price exceeds five percent (5%) of the total GMP proposed by the Proposer, shall provide separate EPDs to be included with those of the Proposer. These documents will be opened and examined in the same manner and at the same time as the examination described above for the highest ranked Proposer. THE FAILURE TO SUBMIT SUBCONTRACTOR EPDs MAY RENDER CONTRACTOR'S PROPOSAL NON-RESPONSIVE.
8. If the Contractor wishes to subcontract any portion of the Work after award, City retains the right to require the Contractor to submit EPDs from the subcontractor before the subcontract is approved. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE INTERPRETED AS A WAIVER BY THE CITY OF ANY OF THE REQUIREMENTS OR PROVISIONS OF PUBLIC CONTRACT CODE SECTION 4100 et seq. KNOWN AS THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT.

#### **F. Storage**

Absent request from the Contractor to place the EPDs in possession of a third-party escrow agent, the EPDs will be stored by the City's Department of Environmental Utilities in its offices. Upon written request from the Contractor, the EPDs shall be placed in escrow with a mutually agreeable institution for the life of the Agreement, unless examination is required, which shall be conducted in accordance with this section. The cost of storage by a third-party escrow agent will be borne by the Contractor.

#### **G. Examination**

1. The EPDs shall be examined by both City and the Contractor, at any time deemed necessary by either City or the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.
2. Such examination of the EPDs is subject to the following conditions:
  - a. As trade secrets, the EPDs are proprietary and confidential as described above.
  - b. City and the Contractor shall each designate, in writing to the other party a minimum of ten (10) days prior to examination, representatives who are authorized to examine the EPDs. No other person shall have access to examine the EPDs.
  - c. Examination of the EPDs will take place only in the presence of duly designated representatives of both City and the Contractor.

#### **H. Final Disposition**

1. The EPDs will be returned to the Contractor at such time as the Agreement has been completed and final settlement has been achieved.

2. The EPDs submitted by any unsuccessful Proposer will be returned unopened, unless opened as provided for above, following execution of the Agreement.

THIS DOCUMENT IS NOT INTENDED TO CREATE CONFIDENTIAL STATUS TO EPDs IN THE EVENT OF LITIGATION BETWEEN CONTRACTOR AND THE CITY. IF LITIGATION OCCURS, ALL EPDs ARE SUBJECT TO DISCOVERY AND SHALL NOT BE CONSIDERED CONFIDENTIAL. IF LITIGATION COMMENCES BETWEEN THE CITY AND CONTRACTOR, UPON TEN (10) DAYS WRITTEN NOTICE TO CONTRACTOR, THE CITY MAY DEMAND AND CONTRACTOR SHALL PERMIT THE CITY TO COPY ALL MATERIALS SUBMITTED INTO ESCROW PURSUANT TO THIS SPECIFICATION.

## **12.0 LIST OF ATTACHMENTS**

- Attachment 1 PROPOSER’S CERTIFICATION
- Attachment 2 MINIMUM EXPERIENCE AND QUALIFICATIONS REQUIREMENTS
- Attachment 3 LICENSES and DIR REGISTRATION
- Attachment 4 CORPORATE TREE
- Attachment 5 QUALIFYING PROJECT EXPERIENCE
- Attachment 6 PROJECT EXPERIENCE of the PROJECT MANAGER and SIGNIFICANT SUBCONTRACTOR STAFF
- Attachment 7 STATEMENT OF SUBCONTRACTORS
- Attachment 8 ASSURANCE OF DESIGNATED PROJECT TEAM
- Attachment 9 SAFETY RECORD
- Attachment 10 NO CONFLICT OF INTEREST DECLARATION
- Attachment 11 NON-COLLUSION DECLARATION
- Attachment 12 ASSEMBLY BILL NO. 626
- Attachment 13 IRAN CONTRACTING ACT DISCLOSURE FORM
- Attachment 14 INDEMNIFICATION AND INSURANCE REQUIREMENTS
- Attachment 15 GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE
- Attachment 16 PROPOSED SHARED SAVINGS
- Attachment 17 PROPOSAL ENVELOPE LABEL
- Attachment 18 ESCROW PROPOSAL DOCUMENT CERTIFICATION
- Attachment 19 PROPRIETARY INFORMATION STATEMENT



## Attachment 1 - PROPOSER'S CERTIFICATION

### Signature Instructions:

The attached Proposer's Certification (**Attachment 1**) shall be executed by an official(s) legally authorized to bind the Contractor. Contractor must follow the appropriate signature requirements and signature block when executing the Attachment. Submit with Part 1 of the proposal.

- Proposals which are submitted by a **Sole Proprietorship** (Individual Doing Business under a firm name "dba") shall be signed in the name of the individual doing business under the proper firm name and style.
- Proposals submitted on behalf of a **Partnership** shall be signed in the firm name by a partner.
- Proposals which are submitted on behalf of a **Corporation** shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a **Limited Liability Company** ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's Articles of Organization.

Form Attachment 1 on next page

## **Attachment 1- PROPOSER'S CERTIFICATION**

### **West Side Tanks and Pump Station**

In response to the Request for Proposals (RFP), dated November 15, 2019, the undersigned hereby proposes to City to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by City), and to perform all operations necessary and required for construction of the West Side Tanks and Pump Station Project, in accordance with the Contract Documents, and any Addenda thereto, for the Total Guaranteed Maximum Price (GMP) and all other terms submitted in the Proposal.

This Proposal constitutes a firm offer to City, which cannot be withdrawn for 120 days from and after the date set for receiving Proposals, or until the Agreement is fully executed by City, whichever is earlier.

It is understood that this Proposal is based upon completion of the Work within a period outlined in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES, of the Agreement commencing on the date specified in the Notice to Proceed.

The undersigned Proposer hereby certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; has carefully checked all of the words and figures shown on its Proposal; has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and understands and agrees that City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned Proposer has, by careful examination of the Contract Documents, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract Documents, and all other matters that can in any way affect the Work or the cost thereof.

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within fifteen (10) business days after the undersigned's receipt of the City's unsigned Agreement.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Type of Organization:

☐ Sole Proprietorship      ☐ Corporation      ☐ State of Incorporation  
☐ Partnership      ☐ Limited Liability Company

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Table 1.1 – Acknowledgement of Addenda

Addendum Number	Addendum Date	Signature of Proposer

Certification if proposing firm is a Sole Proprietorship:

Name (typed or printed):			
By:			
		(Individual's signature)	
Doing business as:			
Business Address:			
Phone Number:	( )	FAX Number:	( )
Email Address of Authorized Representative:			

Certification if proposing firm is a Partnership

Partnership Name (typed or printed):			
By:			
		(Signature of general partner- attach evidence of authority to sign)	
Name (typed or printed):			
Business Address:			
Phone Number:	( )	FAX Number:	( )
Email Address of Authorized Representative:			

Certification if proposing firm is a Corporation:

Corporation Name (typed or printed):	
State of Incorporation:	
By:	
	(Signature - attach evidence of authority to sign – Board Resolution)
Name (typed or printed):	
Title:	
(CORPORATE SEAL)	

Attest:			
		(Signature of Corporate Secretary)	
Name:			
Date of Qualification to do business:			
Business Address:			
Phone Number:	(    )	FAX Number:	(    )
Email Address of Authorized Representative:			

**\*If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.**

Certification if proposing firm is a **Limited Liability Company:**

Limited Liability Company Name :			
By:			
		(Signature of Managing Member - attach evidence of authority to bind the LLC under the LLC's articles of organization)	
Name (typed or printed):			
Title:			
Business Address:			
Phone Number:	(    )	FAX Number:	(    )
Email Address of Authorized Representative:			

**\*\*END OF ATTACHMENT 1\*\***

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## Attachment 2 – MINIMUM EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

### West Side Tanks and Pump Station Project

The undersigned Proposer represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent and inherent conditions of the work to be performed on this Project. Proposer further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Proposer expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to adequately and safely perform the construction work with respect to such hazards. The prospective Proposer's qualifications and responses to the questions set forth below are part of the City's evaluation of the Proposer's eligibility to receive the award based on the Proposer's responsibility and responsiveness. The Owner has determined that only Proposers meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity and experience to perform the highly complex and vital construction work on this Project.

#### QUESTIONS REGARDING PROPOSER'S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

**An answer of "False" to any of the Statements 1 through 9 will be rated a "Fail" and the Prospective Proposer will be immediately disqualified.**

Table 2.1 Minimum Qualifications and Experience Questionnaire

No.	True	False	Statement
1			Prospective Proposer possesses a valid and current California Contractor's license -Class A, General Engineering Contractor) for the project for which it intends to submit a Proposal.
2			Proposer's company's contractor's license HAS NOT been revoked at any time in the last five years.
3			Prospective Proposer is registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5.
4			Prospective Proposer has not had a surety finish the work on any contract in the past five years.
5			Prospective Proposer has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. OR Prospective Proposer is exempt from this requirement because it has no employees.

No.	True	False	Statement
6			At the time of submitting this RFP, company is eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to California Labor Code §1777.1 and Labor Code §1777.7.
7			At no time during the last five (5) years, has Proposer's company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state or local government contract.
8			Prospective Proposer agrees to perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than 30% of the Proposer's Total Guaranteed Maximum Price.
9			Proposer's Firm has completed at least \$75 Million in construction value on no more than seven (7) projects completed since January 1, 2009.

---

NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

**\*\*END OF ATTACHMENT 2\*\***



### Attachment 3 - LICENSES and DIR REGISTRATION

#### West Side Tanks and Pump Station Project

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury.

##### A. CONTRACTOR'S LICENSES

CA State License No.	Name on License	Class/Type	Expiration Date

##### B. CITY OF ROSEEVILL BUSINESS LICENSE

Contractors are not required to have a City of Roseville Business license to submit a proposal; however, it will be required before executing a contract. Contractors may apply for a business license at:

<https://www.roseville.ca.us/government/departments/finance/licensing/business>

Do you currently have a City of Roseville Business License? \_\_\_\_\_Yes \_\_\_\_\_No

License No. \_\_\_\_\_

##### C. DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION

**\*For Public Works Projects (SB854):** Contractors must register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their proposal. Contractors may register at:

<http://www.dir.ca.gov/public-works/publicworks.html>

DIR contractor registration number and expiration date:

No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**\*\*END OF ATTACHMENT 3\*\***

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**Attachment 4 – CORPORATE TREE**

(Proposer to Provide)

**\*\*END OF ATTACHMENT 4\*\***

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## Attachment 5 – QUALIFYING PROJECT EXPERIENCE

### West Side Tanks and Pump Station Project

Given the complexity and importance of timely and successful completion of the Project to the City and its residents, the Contractor and Subcontractors must provide qualifying project experience to be considered a responsible Proposer for this specific RFP procurement.

**Prime Contractor:** Provide five (5) references for projects or services similar in nature, scope, complexity, and size that your firm's team members have completed. Use the Attachment 5 form on following page.

Contractor's project experience will be assigned a Passing score for this project proposal evaluation if individually and collectively the experience presented meets all of the following qualifying criteria.

1. Time: Project(s) was completed within the last ten (10) years. Projects that are in progress may be used as qualifying projects but only the cost billed to date may be used for project size and volume requirements as defined in Items 3 and 4 below.
2. Type: Project was similar nature; scope, and complexity to West Side Tanks project. City will consider the following types of projects as qualifying on project type.
  - a. Water Tanks, where the structural concrete, excavation and backfill were part of the Contractor's contract;
    - i. Only Contractors experienced in the construction of strand wrapped prestressed concrete tanks are qualified to propose on and construct the water tanks on this project. Contractor's team shall have successfully completed at least five (5) circumferentially strand wrapped AWWA D110 Type 1 prestressed concrete tanks of at least 1.0 MG in capacity in the last ten (10) years. At least 2 of the above tanks shall have been in successful service for a minimum of five years. If the tank construction is subcontracted, the Tank Subcontractor, or one of its divisions, shall be required to meet the above-specified experience qualifications.
    - ii. In order to meet the experience requirements, the five (5) completed AWWA D110 Type 1 tanks shall be similar (i.e. freed wall base, poured-in-place core wall, externally machine strand wrapped, etc.) in design to the specified tank. Experience with tanks having fixed wall bases, mild-steel reinforced tank core walls, shotcrete tank core walls, precast tank core walls or tank core walls incorporating external solid wire wrapping systems or internal stressing systems shall not be considered in meeting the required experience requirements. All tanks listed for CONTRACTOR's experience requirements must have been built in CONTRACTOR's own name, or one of its divisions. Experience of personnel associated with CONTRACTOR or hired by the CONTRACTOR will not be considered unless CONTRACTOR can demonstrate that the work was contracted and performed directly by the listed Tank Contractor, or one of its divisions, in its business name.
  - b. Pump Stations where the structural concrete, excavation, backfill, electrical, mechanical and instrumentation systems were part of the Contractor's contract;

- c. Industrial and/or Municipal Water Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
  - d. Industrial and/or Municipal Wastewater Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract.
3. Size: Demonstrate experience on projects of a similar size. At least one (1) qualifying project must be for a contract cost of \$20M or larger.
  4. Self-Performance - Proposer certifies that they self-performed at least 30% of the Work on each of the reference projects presented as qualifying projects. Also, Proposers should note that only projects performed by the organization applying for the project, shall be considered; any project performed by a parent or sister company shall not be considered.

**Major Subcontractor(s).** If a Contractor subcontracts out any work items and the expected value of subcontractor's work is greater than twenty percent (20%) of the GMP, that subcontractor is considered a "Major Subcontractor" and must furnish the same qualifying project experience as the Prime Contractor as detailed above under **Prime Contractor**.

**Key Subcontractor(s).** If a Contractor subcontracts out any work items and the expected value of subcontractor's work is greater than five percent (5%) of the GMP, that subcontractor is considered a "Key Subcontractor" and must furnish three (3) project references completed in the last five (5) years that show experience required for their scope of work on this project.

In addition to completing individual project reference forms, each Prime, Major, or Key Contractor must complete Table 5-1: Reference Project Summary for their reference projects.

Table 5-1: Reference Project Summary

Project	Date Completed	Billed to Date	Self-Performance Percentage
Total Volume:			



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## **Attachment 6 - PROJECT EXPERIENCE of the PROJECT MANAGER and SIGNIFICANT SUBCONTRACTOR STAFF**

### **West Side Tanks and Pump Station Project**

#### **Instructions and Requirements**

Given the complexity and importance of timely and successful completion of the Project to the City and its residents, the Proposer must provide qualifying project experience for their assigned Project Manager to be considered a responsible Proposer for this specific RFP procurement.

#### **Project Manager Experience**

Provide three (3) references for projects or services similar in nature, scope, complexity, and size where your assigned project manager held the position of Project Manager using the forms on following pages. Project Manager's project experience will be assigned a passing score for this project proposal evaluation if individually and collectively the experience presented meets all of the following qualifying criteria.

1. Time: Project(s) was completed within the last ten (10) years. Projects that are in progress may be used as qualifying projects but only the cost billed to date may be used for project size requirement below (Item 3).
2. Type: Project was similar nature; scope, and complexity to West Side Tanks project. City will consider the following types of projects as qualifying on project type.
  - a. Water Tanks, where the structural concrete, excavation and backfill were part of the Contractor's contract;
  - b. Pump Stations where the structural concrete, excavation, backfill, electrical, mechanical and instrumentation systems were part of the Contractor's contract;
  - c. Industrial and/or Municipal Water Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
  - d. Industrial and/or Municipal Wastewater Treatment Plants where the earthwork, structural concrete, mechanical, electrical, and instrumentation systems were part of the Contractor's contract.
3. Size: Demonstrate experience on projects of a similar size. At least one (1) qualifying project must be for a contract cost of \$20M or larger.

#### **Significant Subcontractor Staff Experience**

If a Project Manager is not serving as the Tank Construction Superintendent and/or Specialty Tank Prestressing Superintendent/Operator as described in Technical Specification Section 03314, then those individuals serving in these roles are considered Significant Subcontractor Staff and must furnish the same qualifying project experience as the Project Manager as detailed above under **Project Manager Experience**.

Attachment 6 Forms on following pages.

## **Attachment 6 - PROJECT MANAGER'S PROJECT EXPERIENCE**

Name: \_\_\_\_\_

Role: \_\_\_\_\_ (Project Manager, Superintendent, etc.)

Number of Years of Total Construction experience in this Role assigned to the types of projects as defined above: \_\_\_\_\_ years

Number of Years in this Role for your Company: \_\_\_\_\_ years

The City may check project references to verify the Project Manager's project experience information provided; therefore, it is very important that the Proposer verify that all contact information is current for project contacts.

The Proposer certifies that their named Project Manager will be assigned only this Project and will be personally present on-site full-time during construction.

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

**Proposing Firm:** \_\_\_\_\_ **Project Manager:** \_\_\_\_\_

<b>Project #1 Name:</b>			
Owner:			
Construction Cost: \$			
Construction Time (Days):		Project Duration (months):	
Owner's Representative:			
Owner's Representative Telephone No.:			
Engineer or On-Site Construction Mgr.:			
Engineer or On-Site CM's Telephone No.:			
Date of Substantial Completion (must be on or before July 2019):			

<b>Project #2 Name:</b>			
Owner:			
Construction Cost: \$			
Construction Time (Days):		Project Duration (months):	
Owner's Representative:			
Owner's Representative Telephone No.:			
Engineer or On-Site Construction Mgr.:			
Engineer or On-Site CM's Telephone No.:			
Date of Substantial Completion (must be on or before July 2019):			

<b>Project #3 Name:</b>			
Owner:			
Construction Cost: \$			
Construction Time (Days):		Project Duration (months):	
Owner's Representative:			
Owner's Representative Telephone No.:			
Engineer or On-Site Construction Mgr.:			
Engineer or On-Site CM's Telephone No.:			
Date of Substantial Completion (must be on or before July 2019):			

**\*\*\*END OF ATTACHMENT 6\*\***

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## Attachment 7 - STATEMENT OF SUBCONTRACTORS

### Westside Tanks and Pump Station Project

The undersigned Proposer submits herewith a list of subcontractors the Contractor proposes to employ on the Work that will each perform **Work in an amount greater than one half of one percent (0.5%) of the Total GMP** submitted in their Cost Proposal.

This list shall include the proper firm name, their license number and class, city and state of each subcontractor, and the portion of the Work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the Work themselves; and that the Contractor shall not subcontract said portion of the Work.

If a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of City Council pursuant to the provisions of Section 4107 of the Public Contract Code.

The Contractor shall list only one subcontractor for each portion of the Work to be done as defined by the Contract Documents. The City will determine the percentage of the Work self-performed by the Proposer, by subtracting the total percentage of below listed subcontractors work from 100%.

Table 7-1: Statement of Subcontractors

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date

Work to be done by Subcontractor	Percent of Total GMP	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date

**\*\*END OF ATTACHMENT 7\*\***

**Attachment 8 – ASSURANCE OF DESIGNATED PROJECT TEAM**

**West Side Tanks and Pump Station Project**

The undersigned Proposer certifies that the designated project team, including subcontractors, will be used for this Project. Departure or reassignment of, or substitution for, any member of the designated project team or subcontractors shall not be made without the prior written approval of the City.

---

NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

---

MAILING ADDRESS

---

TELEPHONE NUMBER

---

EMAIL

**\*\*END OF ATTACHMENT 8\*\***

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## Attachment 9 – SAFETY RECORD

### West Side Tanks and Pump Station Project

Contractor/Firm completing this report: \_\_\_\_\_

List any Occupational Safety Health Administration (OSHA) citation for violations of OSHA Standards and Requirements within the past five (5) years. Please explain each violation and the resulting penalties, if any.

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Has CONTRACTOR earned any industry safety awards in the past five (5) years? If so, please provide an explanation of award(s).

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#### Workers Compensation

Identify if your firm is self-insured for Workers Compensation Insurance in California. If self-insured provide the self-insurance number and attach a certification in the Appendix to the proposal.

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Provide the name of your Worker's Comp. Insurance Carrier(s) as well as their address, agent's name and telephone number.

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Provide the Average Lost Workday Incident Rates (LWIR), Average Recordable Incident Rates (RIR) and most recent Experience Modification Rate (EMR) in the format presented below.

Contractor's Average Lost Workday Incident Rates (LWIR) and the Average Recordable Incident Rates (RIR) are requested for evaluation of the safety history relating to the CONTRACTOR's construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent

companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the company operation who will construct this Project if awarded the Contract.

#### Average Lost Workday Incident Rate (LWIR)

Calculate and provide your company's LWIR for the past three (3) complete years in the format presented below. The lost workday information is listed on your OSHA forms No. 300 and 300A and is available from your workers' compensation insurance carrier.

$LWIR = \text{Total number of lost workday incidents} \times 200,000 \text{ Total employee hours worked}$

**Table 9-1: LWIR**

Year	# of Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-2018			
2-2017			
3-2016			
3 Year Average			

#### Average Recordable Incident Rate (RIR)

Calculate and provide your firm's RIR for the past three (3) complete years in the format presented below. The Incident Rate information is listed on your OSHA forms No. 300 and 300A and is available from your workers' compensation insurance carrier.

$RIR = \text{Total number of recordable incidents} \times 200,000 \text{ Total employee hours worked}$

**Table 9-2: RIR**

Year	# of Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-2018			
2-2017			
3-2016			
3 Year Average			

#### The Experience Modification Rate (EMR)

The EMR is established by the CONTRACTOR's workers' compensation insurance carrier and is based on the CONTRACTOR's loss history. CONTRACTOR can provide either its Intrastate or Interstate EMR.

Identify either: ( ) Intrastate ( ) Interstate: \_\_\_\_\_

Provide your firm's EMR for the last three (3) complete years (this information is provided by your worker's comp. insurance carrier) in the format presented below.

**Table 9-3: EMR**

<b>Year</b>	<b>EMR</b>
1-2018	
2-2017	
3-2016	
3 Year Average	

**END OF ATTACHMENT 9\*\***

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## Attachment 10 – NO CONFLICT OF INTEREST DECLARATION

### West Side Tanks and Pump Station Project

The undersigned Proposer certifies that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such work without immediate divulgence of such fact to the City. Proposers submitting a Proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Proposer or the Proposer's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. **If a Proposer has no conflicts of interest, a statement to that effect must be added to this ATTACHMENT 10.** Violation of this section shall be a material breach of the Agreement entitling the City to any and all remedies by law or in equity.

The undersigned Proposer certifies that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Proposer, or from any officer, employee or agent of the Proposer, in connection with the award of the Agreement or any Work to be conducted as a result of this RFP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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(Signature of Declarant)

**\*\*END OF ATTACHMENT 10\*\***

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**Attachment 11 – NON-COLLUSION DECLARATION**

**West Side Tanks and Pump Station Project**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
(Signature of Declarant)

**\*\*END OF ATTACHMENT 11\*\***

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## **Attachment 12 - ASSEMBLY BILL NO. 626**

### **CHAPTER 810**

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with  
Secretary of State September 29, 2016.]

### **LEGISLATIVE COUNSEL'S DIGEST**

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response of if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

*The people of the State of California do enact as follows:*

SECTION 1. Section 9204 is added to the Public Contract Code, to read: 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

**\*\*END OF ATTACHMENT 12\*\***

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## Attachment 13 - IRAN CONTRACTING ACT DISCLOSURE FORM

### GENERAL REQUIREMENTS

Pursuant to the Iran Contract Act of 2010 (California Public Contract Code, Sections 2202-2208), Proposers are ineligible to propose on projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Proposer engages in investment activities in Iran.

Proposers must provide the below disclosure form as a mandatory submittal for all projects in excess of \$1,000,000. The Iran Contracting Act Disclosure Form shall be submitted by all Proposers as a mandatory submittal.

(California Public Contract, Sections 2202-2208)

When responding to a bid or proposal or executing a contract or renewal for a City contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options on the following page. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

## OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**\*\*END OF ATTACHMENT 13\*\***



## **Attachment 14 – INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Statement indicating your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample CONTRACT (Reference Section 11.7). Provide notarized statement from insurance carrier. Please note that actual certificates of insurance are not required as part of your submittal.

**\*\*END OF ATTACHMENT 14\*\***

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## Attachment 15 - GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

### West Side Tanks and Pump Station Project

#### 1.0 TOTAL PROPOSED GUARANTEED MAXIMUM PRICE (GMP)

The undersigned proposes and agrees to contract with the City to perform all of the Work for the Design Assist and Construction of the West Side Tanks and Pump Station Project including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_.00), U.S. Currency.

Subject to the provisions of this Proposal and the Contract, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP.

The GMP may be adjusted by Change Order in accordance with the Agreement.

#### 2.0 BREAKDOWN OF GUARANTEED MAXIMUM PRICE

Proposer provides the breakdown of the Contractor’s GMP by major items of work as shown in Table 15-1. The cost breakdown should sum to a total that equals the GMP given in this Attachment 15 Section 1.0 – Total Proposed Guaranteed Maximum Price.

Table 15-1: Breakdown of Guaranteed Maximum Price

Scope Area	Cost
Site Development and Ground Improvements	
Mechanical Equipment and Piping	
Water Storage Tanks	
Pump Station Building	
Electrical, Instrumentation and Controls	
Mobilization, Demobilization, Bonds, Insurance, and Permits	
Sheeting/Shoring/Bracing per Labor Code Section 6707 (From Table 15-5)	
Allowance Items Total (From Table 15-6)	
<b>Total GMP:</b>	

### **3.0 Schedule of Values**

Contractor will be required to submit a complete schedule of values upon selection to facilitate contract negotiation within ten (10) days of notice.

- A. The Schedule of values shall be a form showing a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract, including voluntary proposer allowances.
- B. The Schedule of values shall provide a cost breakdown for each element detailed in the approved Construction Schedule. The total of the price breakdown must agree with the GMP. The elements listed and price breakdown shall not be front end loaded or unbalanced, shall be subject to adjustment between the ENGINEER and the CONTRACTOR, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of values shall not relieve the CONTRACTOR of the responsibility of performing all the work needed to complete the project at the GMP.

Volume 2 – Agreement incorporates additional details and definitions that pertain to the Guaranteed Maximum Price, Fee, and Cost of Work.

### **4.0 COST OF THE WORK**

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers' compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the Work, that do not exceed the GMP.

#### **4.1 Hourly Field Labor**

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be the sum of the following:

- A. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
- B. All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.
- C. Actual General Liability insurance burden, if applied to Contractor's payroll.

#### **4.2 Hourly Field Craft Labor Rates Limitations**

The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be limited by the following:

- A. Except as otherwise may be agreed to in writing by the City, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be greater than the current applicable wage for each classification as established by the State of California Department of Industrial Relations.

- B. Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Attachment 15 Section 3.6-Construction Equipment), bonuses of any kind and safety incentives.
- C. The Hourly Field Labor Rates will remain unchanged for the duration of the Project unless changed in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such Agreements, changes by the Department of Industrial Relations, or changes made company-wide in the Contractor's organization for a craft classification in the Project's geographic area. All changes to these hourly field labor rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Increase in labor rates is not an allowable increase in the GMP.

#### **4.3 Contractor's Hourly Field Craft Labor Rates**

- A. Based on the requirements and limitations of Sections; 3.1-Hourly Field Craft Labor, and 3.2- Hourly Field Craft Labor Rates Limitations, the undersigned Proposer provides their hourly field labor rates set forth in **Table 15-2** for all labor employed by Contractor used in the performance all of the Work for the West Side Tanks and Pump Station Project.
- B. The proposer is to list the crafts and classifications, up to foreman level, they anticipate using in the performance of the work when completing this **Table 15-2**. Should the contractor ultimately use a craft classification not listed in table below, the contractor will submit backup cost information for that craft classification to the city.
- C. Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category when submitting progress billings to the City. Except as otherwise may be agreed to in writing by the City, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Department of Industrial Relations.



#### 4.4 Management and Administrative Labor

- A. Wages and Salaries of Contractor's supervisory and administrative personnel assigned to this Project to directly manage and administer the Work: These positions may include a Principal-in-Charge, On-site Project Manager, On-site Project Engineer, On-site Superintendents, Yardman/Delivery Driver and On-site Administrative Assistant. These positions will be paid in accordance with the following Table 3 for entire duration of the Project and include all labor burden, overhead and profit mark-ups. The Principal-in-Charge can only charge for hours worked at the Site for this Project and can also charge for attendance of on-site Project Meetings. Any off-site Principal-in-Charge time spent on this Project shall be included in the Contractor's Fee Schedule for the Project under the Contractor's Fee subsection below.
- B. The Contractor is allowed to charge up to a maximum of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if an employee works more than fifty (50) hours in a week. The Contractor can only charge for supervisory and administrative hours if they also pay those same hours to the employee that worked up to fifty (50) hours in any given week. The Contractor is not allowed to charge for any supervisory and administrative personnel hours not paid to any employee.

Other company personnel such as Corporate Officers and Division/Area Managers (unless either are designated as the Principle-in-Charge), Quality Control Managers, Safety Officers, Project Schedulers, Project Coordinators, Estimators, Business Supervisors and Accountants are not allowed to charge any hours to the Project. The Proposer should include the anticipated cost of such personnel in the Contractor's Fee Schedule for the Project under the Contractor's Fee Subsection 5.0 below.

- C. Based on the above requirements for Management and Administrative Labor, the undersigned Proposer proposes the rates set forth in **Table 15-3** for all Management and Administrative labor employed by Contractor used in the performance all of the Work for the West Side Tanks and Pump Station Project.

Table 15-3: Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate
	\$
	\$
	\$
	\$

#### **4.5 Materials**

The cost of all materials, including all factory testing, freight and delivery costs of materials, used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the City's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to the City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work. Any rebates from future use of re-usable materials, such as concrete forming materials, shall be negotiated between the Contractor and City as materials are evaluated for possible Contractor re-use on other projects.

#### **4.6 Construction Equipment**

- A.** The undersigned Proposer proposes the initial Contractor Owned Equipment Rates set forth in Table 15-4 for all Contractor Owned Equipment used in the performance all of the Work for the West Side Tanks and Pump Station Project. The rates found in this table for equipment owned by the Contractor will, in all cases, be understood to cover all fuel, supplies, repairs, maintenance, insurance, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by the City.
- B.** Equipment owned by Contractor will only be paid for the actual time equipment is used in performing work and will be rounded to the closest full hour if paid by an hourly rate.
- C.** Compensation for idle time of equipment through delays caused by the City will be made consistent with Article 9-Changes in the Work in the Design-Assist Agreement, provided as Volume 2 to the Contract Documents; however, that the Owned Equipment Rates set forth below in Table 15-4 will apply.
- D.** All changes to these equipment rates must be submitted by the Contractor to the City for review and approval prior to billing the City for work performed with new hourly labor rates. Approved changes to equipment rates are not an allowable increase in the GMP.
- E.** The Proposer is to list the contractor owned construction equipment they anticipate using in the performance of the work when completing this table. Should the contractor ultimately use equipment not listed in table below, the contractor will submit backup cost information for that equipment item to the City for approval.
- F.** Equipment not owned by Contractor which is rented by Contractor and used in performing work will be paid by the City based on actual invoiced cost to Contractor, plus actual fuel/lube costs, provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. Owner-operated equipment will also be paid by the City based on actual invoiced cost to Contractor provided the City does not deem any charges excessive. All transportation costs to move equipment on and off the Work will be paid by the City up to a maximum of four (4) hours total travel time each way.
- G.** For equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3%) of total hourly field labor costs as defined in paragraph 3.3-Contractor's Hourly Field Craft Labor Rates above to cover the cost of small tools and safety supplies for work directly performed at the Site.



**Table 15-4: Contractor Owned Equipment. Contractor Name: \_\_\_\_\_**

Equipment Description	Hourly Rate	Daily Rate

**Attach additional sheets as needed.**

### **3.7 Subcontractors and Sub Tier Subcontractors**

The Contractor will be paid for all work performed by a subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the subcontractor will be allowed a mark-up as provided for in the General Conditions.

### **3.8 Bonds and Insurance**

The Contractor will be paid the actual cost for the 100% payment bond and 100% performance bond, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP). Additional details regarding requirements for Bonds and Insurance are included in Volume 2 of the Contract Documents – Agreement Article 11 – Insurance and Bonds; Indemnification.

### **3.9 Direct Job Overhead Expenses**

The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

### **3.10 Taxes**

The Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs are included in the GMP. All invoices to the City will include the applicable taxes and tariffs that are the Contractor's responsibility and will not be shown as a separate line item on the Contractor's invoice.

### **4.0 CALIFORNIA LABOR CODE SECTION 6707**

Pursuant to the provisions of California Labor Code Section 6707, each Proposal submitted in response to this RFP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Engineer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

**Table 15-5: Total Amount for Worker Protection for CA Labor Code Section 6707**

<b>Protection in trenches and Open Excavations - Description</b>	<b>Total Cost</b>
	\$

### **5.0 SPECIAL SERVICES**

Special work or services are defined as that work not included in this agreement and characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, licensed structural engineer, special testing or laboratory work. The Contractor will be paid for special services based on actual invoiced cost, provided the City does not determine any special services costs to be excessive.

### **6.0 VOLUNTARY PROPOSER ALLOWANCES**

The Proposer is allowed to propose allowances for minor portions of the Work. Proposers are limited to a maximum of three (3) proposed allowances and the total amount for all proposed allowances cannot exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

Each proposed allowance description should be well-defined. There is no scoring points assigned to any proposed allowances, but they may be discussed during the final negotiations with the highest ranked

Proposer. Proposers are not required to propose an allowance item; it is strictly voluntary. Allowances shall not be considered for compensation as defined in Attachment 16 – PROPOSED SHARED SAVINGS.

The following Proposer's cost allowances and allowance amounts are included in the GMP:

**Table 15-6: Proposer's Cost Allowances**

<b>Item#</b>	<b>Allowance Description</b>	<b>Allowance Amount</b>
<b>1</b>		\$
<b>2</b>		\$
<b>3</b>		\$
	<b>Total of Allowances:</b>	\$

#### **7.0 ITEMS NOT INCLUDED IN THE COST OF WORK:**

- A.** Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in this Attachment 15 Section 3.4 – Management and Administrative Labor.
- B.** Expenses of Contractor's principal office and offices, other than the Site office.
- C.** Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
- D.** The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
- E.** Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
- F.** Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
- G.** Costs that would cause the GMP to be exceeded.
- H.** Any costs incurred after Owner's Final Acceptance of the Project.

## 8.0 CONTRACTOR'S FEE MARKUPS

- A. The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance all of the Work for the West Side Tanks and Pump Station Project as shown in Table 15-7.

**Table 15-7: Contractor's Fee Mark-up Schedule**

<b>Attachment 15 Section</b>	<b>Cost Category</b>	<b>Fee Mark-Ups For General Overhead And Profit</b>
3.1-3.3	Hourly Field Labor	%
3.4	Management and Administrative Labor	Included in hourly rates
3.5	Materials	%
3.6	Construction Equipment	%
3.7	Subcontractors	%
3.8	Bonds and Insurance	%
3.9	Direct Job Overhead Expenses	%
3.10	Taxes	%

- B. Based on the above percentages for each cost category, the Proposed Total Fee Markup-for General Overhead and Profit percentage included in the Contractor's GMP is \_\_\_\_\_.%

**\*\*END OF ATTACHMENT 15\*\***

## **Attachment 16 – PROPOSED SHARED SAVINGS**

### **West Side Tanks and Pump Station**

In the event the final Cost of Work, plus the Proposed Total Fee Mark-up for General Overhead and Profit, is less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows.

\_\_\_\_\_ % of the savings to the City

\_\_\_\_\_ % of the savings to the Contractor

Percent of Savings to the contractor must be a minimum of 20% plus the Total Fee Markup percentage for General Overhead and Profit as shown in the GMP (Attachment 15, Paragraph 7.0.B).

Should there be savings shared, City will pay the Contractor its share of the savings at the same time as the final retention payment.

**\*\*END OF ATTACHMENT 16\*\***

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**Attachment 17 - PROPOSAL ENVELOPE LABEL**

**SEALED PROPOSAL**



**IMPORTANT  
NOTICE TO  
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
  2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

\_\_\_\_\_ A.M. \_\_\_\_\_ P.M.  
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO  
CITY CLERK IMMEDIATELY.**

**\*\*END OF ATTACHMENT 17\*\***

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**Attachment 18 – ESCROW PROPOSAL DOCUMENT CERTIFICATION**

**"ESCROW PROPOSAL DOCUMENT CERTIFICATION"**

THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPOSAL DOCUMENTATION  
CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN  
PREPARATION OF THE PROPOSAL AND THAT I HAVE PERSONALLY EXAMINED  
THESE CONTENTS AND HAVE FOUND THAT THIS PROPOSAL DOCUMENTATION IS  
COMPLETE.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

(Print)

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\*END OF ATTACHMENT 18\*\***

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## **Attachment 19 – PROPRIETARY INFORMATION STATEMENT**

Complete and sign one of the following statements.

### **No Proprietary Information**

Contractor hereby certifies that nothing contained in the submitted Proposal is to be proprietary information.

---

NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

### **Existence of Proprietary Information.**

Contractor desires to claim a privilege against public disclosure for a trade secret or other proprietary information.

---

NAME OF BUSINESS

---

SIGNATURE

---

NAME & TITLE, TYPED OR PRINTED

**\*\*END OF ATTACHMENT 19\*\***

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### **13.0 ADDITIONAL CONTRACT DOCUMENTS**

The following additional contract documents are incorporated by reference here to the West Side Tanks and Pump Station Project.

**VOLUME 2 OF 4 - AGREEMENT**

**VOLUME 3 OF 4 - SPECIFICATIONS**

**VOLUME 4 OF 4 – DRAWINGS**

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