

TAB I



QUALITY CONTROL PROGRAM

QUALITY CONTROL PROGRAM

Auburn Constructors, LLC (AUBURN) will be responsible for the quality control of their respective work. This is accomplished by administering an effective quality control, assurance, and inspection system established and carried out to ensure compliance with the Plans and Specifications. AUBURN will coordinate with Water Works Engineers to facilitate all on-site inspections, sampling and special testing requirements.

Long after construction is completed, this project will be highly visible to the public and provide a critical service to the surrounding community. AUBURN recognizes the great importance of this project to the City and will provide our distinguished attention to detail that we bring to every project we perform. AUBURN has an excellent track record of doing work right the first time and going the extra mile to ensure that all parties are satisfied with both function and aesthetics.



Figure 16: Auburn crew installing vertical turbine pumps at the West Hills Water Treatment Plant.

AUBURN's approach to quality control (QC) is a team effort that involves all levels of management from the project manager down to the foremen. Our QC Manager will be the onsite PM, Luke Smith. Mr. Smith will coordinate the overall QC efforts of AUBURN, our subcontractors, and vendors in complying with AUBURN's QC program and the project's specific QC requirements. Mr. Smith will also be responsible for the review and processing of submittals, O&M manuals, and as-built record drawings; coordinating quality control planning and review meetings; coordinating site visits by manufacturers' representatives to provide training and/or site inspections/observations; and stop work authority if workmanship or materials do not conform with project requirements.

As QC Manager, Mr. Smith will be ultimately responsible for the review and processing of submittals. AUBURN will never act as a "pass-through" for submittals but will carefully review each vendor or subcontractor submittal for completeness and conformity to the contract documents prior to submission. If deficiencies are discovered, they will be returned and corrected prior to being submitted for the Engineer's review. If necessary, the QC Manager will schedule and conduct QC review meetings between involved parties to ensure that known conflicts are resolved prior to submission.

Assistant PM Kyle Hutchens will be the link between the QC Manager and our civil/mechanical field foremen and subcontractors by performing daily inspections of work and materials, identifying and monitoring correction of non-conforming work items, providing feedback to the QC Manager on the effectiveness of QC activities, and stop work authority if workmanship or materials do not conform with project requirements.

Electrical Superintendent Don Pearson will fulfill this same role for our electrical field foremen and subcontractors.

AUBURN foremen are the boots-on-the-ground responsible for direct supervision of craftsmen onsite and maintaining quality workmanship. Our foremen review work-in-place for conformance with submittals, manufacturer's installation instructions and project specifications, attend quality control meetings, and have authority to stop work if workmanship or materials do not conform with project requirements.

AUBURN will ensure that all subcontractor work conforms to project requirements. It is our policy that subcontractor selection not solely be based on cost, but also based on quality, experience and ability to successfully complete the scope of work as intended. Mr. Hutchens will conduct a subcontractor pre-construction meeting at the jobsite for each subcontractor prior to the start of their work. These meeting review project specific safety and quality requirements related to the subcontractors' specific work activities. Mr. Hutchens will meet with onsite subcontractor staff daily to inspect work, discuss and help resolve outstanding issues, and assist in coordinating future work.

AUBURN will ensure that all purchased building materials, equipment, and supplies conform to project requirements. Vendors will be selected --- in part --- on their ability to provide the items specified on-time and packaged to ensure that they are appropriately protected during loading, unloading and storage at the jobsite. Mr. Hutchens will verify that 100% of the items delivered to the jobsite are those specified and in strict conformance with approved submittals prior to installation. Bills of materials will be checked against supplies actually delivered and will be cross checked with approved submittals. Any deficiencies will be returned to the supplier for correction. If necessary, photos, video, or shop inspections of corrections made will be requested prior to shipment.

Beyond providing testing for our own quality control purposes, Specification Section 01400 outlines several project specific requirements that AUBURN and our subcontractors will adhere to. Of special note is the requirement that we will be responsible for scheduling all tests and inspections pertaining to the earthwork scope. AUBURN will hire a third-party accredited laboratory and geotechnical consultant for approval by the City during the preplanning process.

INTRODUCTION TO AUBURN'S QC PROGRAM

The introduction to our QC Program provided below, affords the City with a concept of how our QC program will be structured on the project site:

1. Introduction

1.1. The 3 Phases of Quality Control (QC):

Construction quality depends on effective planning, coordination, communication, supervision and testing. AUBURN's Project Team (PT) will use the following tools to achieve quality:

- Quality planning meetings
- Confirm that materials meet project requirements at the time of purchase and delivery to the jobsite.
- Daily inspections during construction

Quality Control (QC) consists of pre-planning activities before installation commences, as well as inspection and testing before, during and upon completion of work.

The 3 phases of Quality Control (QC) are:

- Pre-Planning Phase
- Construction Phase
- Post-Construction Phase

The 3 phases of QC allow AUBURN to plan, schedule and install work in an orderly, consistent way that minimizes rework.

1.2. Zero Defect Program (ZDP):

Goals for AUBURN's Zero Defects Program (ZDP) are:

- To complete AUBURN's scope of work and the work of subcontractors with a zero punch list at the time of substantial completion of AUBURN's scope of work,
- To correct outstanding non-conformances during the course of construction as soon as practicable.

1.3. Roles and Responsibilities for Quality Control (QC)

AUBURN's Site Project Manager - (PM) Duties:

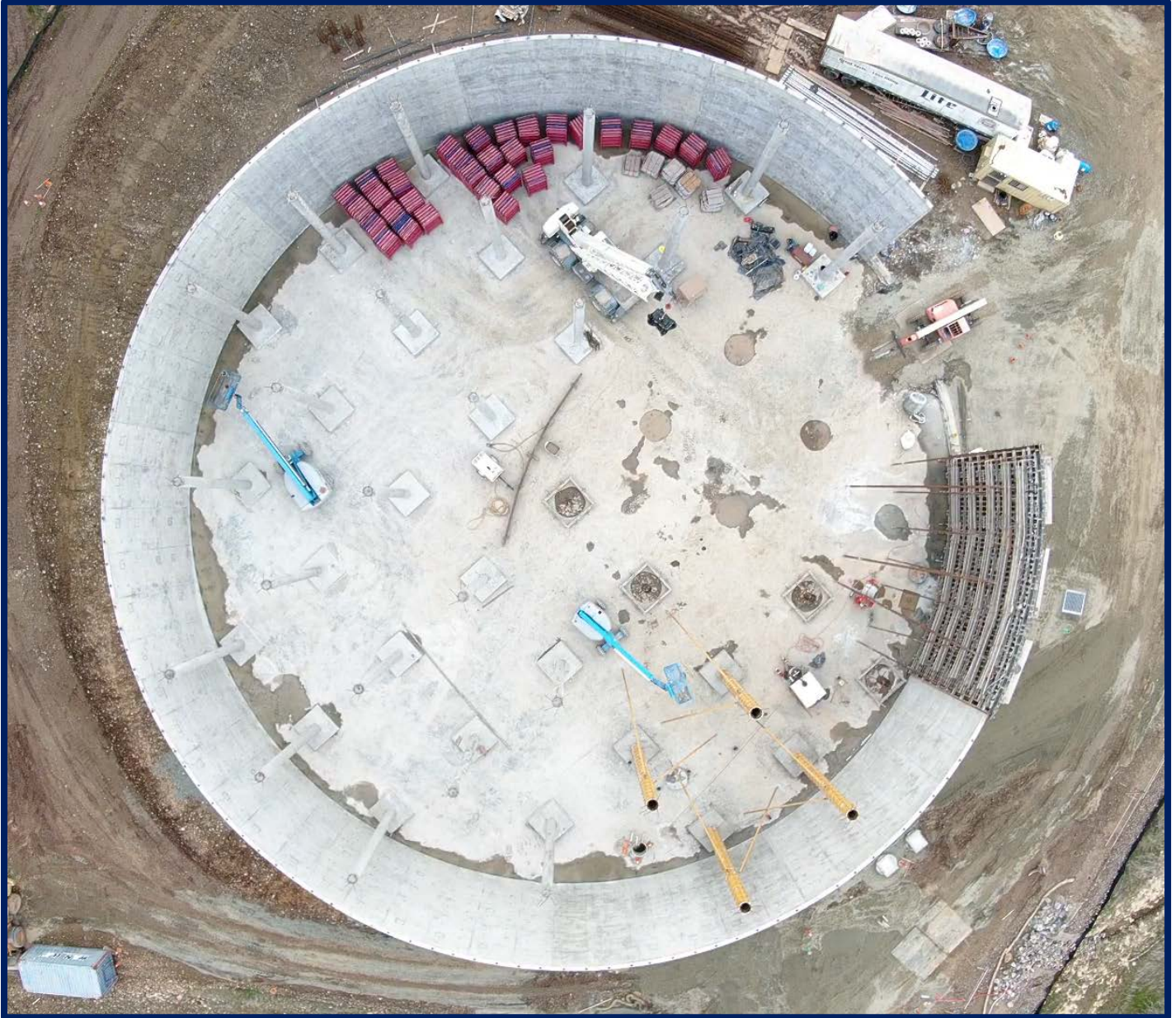
- Acts as Quality Control Manager
- Coordinate and conduct quality meetings and inspections
- Coordinate visits by manufacturer or distributor representatives to provide training and/or site inspections/observations
- Coordinate the QC efforts of AUBURN, subcontractors and owner QA in complying with project- specific requirements
- Provide direct feedback and advise AUBURN's PT on the effectiveness of QC activities
- PM will have authority to stop work if workmanship or materials do not conform with project requirements
- Review work-in-place for conformance with submittals, manufacturer's installation instructions and project specifications
- Confirm all inspections and tests are performed in conformance with project requirements
- Inspect AUBURN's and subcontractor's work and monitor correction and completion of non- conforming work items.

AUBURN's Electrical Superintendent (ES) Duties:

- Reports to PM
- Responsible for all electrical and instrumentation scope Quality Control activities
- ES will have authority to stop work if workmanship or materials do not conform with project requirements related to electrical scope
- Provide direct feedback and advise AUBURN's PT on the effectiveness of QC activities

AUBURN's Foremen (FM) Duties:

- Concrete and Mechanical FM Report to PM
- Electrical FM reports to ES
- Responsible for direct supervision of craftsman on site and maintaining quality workmanship
- Review work-in-place for conformance with submittals, manufacturer's installation instructions and project specifications
- Attend quality control meetings
- FM will have authority to stop work if workmanship or materials do not conform with project requirements
- Provide direct feedback and advise to AUBURN's PT on the effectiveness of QC activities



TAB J



OTHER REQUIRED STATEMENTS
& DOCUMENTS

OTHER REQUIRED STATEMENTS & DOCUMENTS

ATTACHMENT 10 – NO CONFLICT OF INTEREST DECLARATION

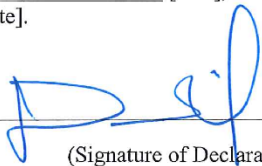
Attachment 10 – NO CONFLICT OF INTEREST DECLARATION

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 01/29/2020 [date], at Sacramento [city], California [state].


(Signature of Declarant)

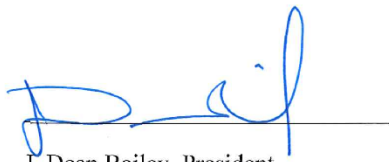
****END OF ATTACHMENT 10****

City of Roseville
Design-Assist and Construction of
West Side Tanks and Pump Station
Attachment 10 Supplement

Assurance of Absence of Conflict of Interest

Auburn Constructors, LLC (AUBURN) hereby assures the City 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. AUBURN does not have any actual, apparent, direct, or potential conflicts of interest that may exist with respect to AUBURN or AUBURN's management or employees relative to the services to be provided to the City. AUBURN understands that any violation of the conflict of interest clause shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

I declare under the 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 01/29/2020 at Sacramento, California.



J. Dean Bailey, President

ATTACHMENT 11 – NON-COLLUSION DECLARATION

Attachment 11 – NON-COLLUSION DECLARATION

West Side Tanks and Pump Station Project

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

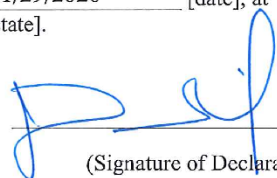
The undersigned declares:

I am the President of Auburn Constructors LLC, 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 01/29/2020 [date], at Sacramento [city], California [state].


(Signature of Declarant)

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

ATTACHMENT 13 – IRAN CONTRACTING ACT DISCLOSURE FORM

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.

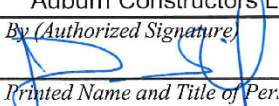
(California Public Contract, Sections 2202-2208)

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.

Vendor Name/Financial Institution (Printed)	
Auburn Constructors LLC	
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
J. Dean Bailey, President	
Date Executed	Executed in
01/29/2020	Sacramento, CA

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

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****



Insurance | Risk Management | Consulting

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
 3697 Mt. Diablo Blvd., Suite 300
 Lafayette, CA 94549
 CA Lic # 0726293
 United States

P 925.299.1112
 F 925.299.0328
 ajg.com

January 24, 2020

City of Roseville

Attn: City Clerk Department

311 Vernon Street

Roseville, CA 95678

RE: Prequalification for Auburn Constructors, LLC: Project: RFP 08-058 Design-Assist and Construction of West Side Tanks and Pump Station Project

To Whom It May Concern: As the Commercial Insurance Broker for Auburn Constructors, LLC we can confirm the following coverages are in place and can confirm the limits of insurance with the listed Insurers. The limits of insurance in Exhibit 11.7.1 can be fulfilled or be endorsed to contain the required provisions.

Coverage:	Limits	Deductible/SIR	Insurer
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Per Aggregate \$2,000,000 Products Completed Operations Aggregate Limit	Per Occurrence \$5,000	Hartford Fire Insurance Company
Commercial Business Automobile Liability	\$1,000,000 Liability	Comp/Coll: \$1,000 Medium & Heavy \$1,000 Trailers: \$500	Hartford Underwriters Insurance Company
Workers Compensation and Employers Liability	\$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Employee	None	Hartford Insurance Company of Midwest
Professional Liability & Pollution Liability	\$2,000,000 Professional \$2,000,000 Job Site Pollution	Self-Insured Retention: Professional \$25,000 Pollution \$25,000	Indian Harbor Insurance Company
Commercial Umbrella	\$24,000,000 Per Occurrence \$24,000,000 Per Aggregate	Self-Insured Retention: \$10,000	Travelers Property Casualty Co of America

If you need any further, please do not hesitate to contact our office directly.

Sincerely,

Nicole Scott

Client Service Manager

Nicole.Scott@ajg.com

Direct: 925-953-5278

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On January 24, 2020 before me, Sharon D. Mitchell, Notary Public
(insert name and title of the officer)

personally appeared *****Nicole Scott*****
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon D. Mitchell (Seal)



ATTACHMENT 19 – PROPRIETARY INFORMATION STATEMENT

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.

Auburn Constructors, LLC

NAME OF BUSINESS



SIGNATURE

J. Dean Bailey, President

NAME & TITLE, TYPED OR PRINTED

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



TAB K



EXCEPTIONS

EXCEPTIONS

NOT APPLICABLE



TAB L



PART 1 APPENDIX

PART 1 APPENDIX

SIGNED ADDENDA #1 THROUGH #3

IMPORTANT

Date: December 12, 2019

TO: Proposers

FROM: Janice Gainey, Senior Engineer, Environmental Utilities Dept.

RE: RFP 08-058 Design-Assist and Construction of West Side Tanks and Pump Station Project

*******ADDENDUM ONE*******

This Addendum 1 includes the following attachments:

Pre-Proposal Meeting Presentation
Pre-Proposal Meeting Sign in Sheet
WWE STD 15205-Hose Rack

This Addendum 1 consists of the following revisions or answers to questions:

1. PRE-PROPOSAL MEETING AND SITE WALK STATEMENTS AND RESPONSES TO QUESTIONS

Question 1: When will you notify the contractor that they have the winning proposal?

Answer: We anticipate notifying apparent winner or those who will be invited for interviews sometime between February 18th and February 20th 2020.

Question 2: When are questions going to be answered?

Answer: **Questions will be answered in batches as received via addendum postings on Public Purchase. Final questions are due January 13th and final addendum will be January 24th 2020.**

Question 3: Will the questions and presentation be uploaded to Public Purchase?

Answer: **Yes. Pre-proposal PowerPoint presentation and questions received during the meeting/job walk are being posted December 12th 2020.**

Question 4: How much time is anticipated for the contractor to participate in the design assist process?

Answer: The scope of work outlined in the contract documents; Volume 1 RFP specifies that the Contractor should anticipate up to eight (8) meetings of four (4) hours each for design assist meetings. Contractor should also consider what time they will need for preparation and follow-up for these meetings.

Question 5: Given the formula for scoring Guaranteed Maximum Price (GMP) with any GMP greater than 8% of the lowest GMP receiving zero points, how would the City handle a cost proposal that intentionally gave a “low ball” price in order to deprive all other proposals of any points for GMP?

Answer: First, the total scoring of the proposal is heavily weighted in favor of the Part 1-technical proposal. Second, if the City reasonably believes that GMP does not support ability to construct the project as designed, and the proposer’s Part 1 technical proposal is short listed, contractor will be given the opportunity during interviews to justify their GMP, or withdraw the proposal. Final determination will be made by City attorney if proposal is responsive or not.

Question 6: What are some of the important things you are looking for in the proposal?

Answer: The City is looking for evidence that the Contractor has thought carefully about project approach, has enough knowledge and experience with these types of projects to be able to anticipate issues and present valuable potential solutions.

Question 7: Are there any design items that are not open to alternatives/deviations?

Answer: The City has explored and studied multiple options for the tank tops and are set on a flat roof. Additionally the City would like to maintain access to valves for maintenance in vaults instead of direct bury. We are open to all other ideas.

Question 8: Part 1 has a maximum score of 250, Part 2 has a maximum score of 70. Why is there a total score of 310?

Answer: This is an error. The total potential score for proposal parts 1 and 2 should be 320.

Question 9: Do plans show the existing grading?

Answer: Yes, plans show existing grading.

Question 10: Can more area outside of the fence be used for storage?

Answer: It is our belief that there is adequate laydown and storage area for the project within the project site; however, if Contractor believes they need additional area, this can be discussed as the City does own property around the project site.

2. PRE-PROPOSAL MEETING POWER POINT PRESENTATION

Attached to this Addendum 1 is the pre-proposal meeting presentation

3. PRE-PROPOSAL MEETING SIGN-IN SHEET

Attached to this Addendum 1 is the pre-proposal meeting sign-in sheet.

4. SUBMITTED QUESTION: STEEL

Question: Is there any funding via America Iron & Steel or Buy America. We need to know if you are looking for Domestic or Import Material on this project.

Answer: Project is completely funded by City of Roseville. There are no requirements for buy America.

5. SUBMITTED QUESTION: WD00-C103

Question: Per Dwg WD00-C103, 106, etc., we saw 20 Bollards. Are they new Bollards? If so, are they Fixed or Removable? Also, please confirm which detail they should refer to: 2600 / WD00-G038 or ST-38 / WG00-G022?

Answer: Final placement of new bollards to be determined during design assist. For GMP cost proposal assume all are Removable per Detail 2600 on sheet WD00-G038.

6. SUBMITTED QUESTION: WD20-M005 AND DETAIL 15205

Question per Dwg WD20-M005, we saw a wall mounted Hose Rack calling out to 15205. However, it looks like the plans don't have detail 15205...

Answer: See attached detail 15205 which will be added to Volume 4 – Drawings.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name J. Dean Bailey

Signature 

Company Auburn Constructors, LLC

Date 01/29/2020

IMPORTANT

Date: January 9, 2020

TO: Proposers

FROM: Janice Gainey, Senior Engineer, Environmental Utilities Dept.

RE: RFP 08-058 Design-Assist and Construction of West Side Tanks and Pump Station Project

***** ADDENDUM TWO *****

This Addendum 2 includes the following attachments:

Attachment 1: 0093^WD20-M-003 Booster Pump Station Section
Attachment 2: Question 11 – RFP Scoring

This Addendum 2 consists of the following revisions or answers to questions:

Note that questions 1-3 were addressed in Addendum 1.

4. SUBMITTED QUESTION: WD20-M001 and M003 - Pipe Size

Question: Can you confirm what size of Pipe is required as the details are calling out 24" In the Plan view Sheet M-001 and 30" in the Section view Sheet M-003.

Answer: The pump suction piping to each suction barrel and associated valves should be 24" as noted on drawings WD00-G-15 and WD20-M-001, and specification section 15200 VS-Valve Schedule. The piping is incorrectly called out as 30" on drawing WD20-M-003, and should be revised to 24". WD20-M003 has been corrected to show 24". See attached revised sheet 0093^WD20-M-003 Booster Pump Station Section

5. SUBMITTED QUESTION: SCADA

Question: Will the City be purchasing new SCADA software as part of this project. Or will work be implemented into an existing platform? Thank you for any information you can provide, I'm interested in sending the RFP to an integrator to submit a bid.

Answer: The City will be implementing on an existing platform.

6. SUBMITTED QUESTION: WD20-M-001 and M-003 - Pipe Size

Question: The potable water lines entering the pump barrels are called out as 24" PW on Drawing WD20-M-001 and 30" PW on Drawing WD20-M-003. Please clarify.

Answer: See response to question 4.

7. SUBMITTED QUESTION: WD00-G-026 and WD00-G-027 – Standard Details

Question: We could not locate a callout or reference for Standard Details W-17 thru W-22 on Drawing WD00-G-026 and WD00-G-027. If used, please indicate locations.

Answer: These are cathodic protection details that are not yet referenced from the Drawings and are currently placeholders. Cathodic protection design will be completed during the Design-Assist process for piping material selected for the project.

8. SUBMITTED QUESTION: WD20-AS-001 and Section 04200, Paragraph 1.4.C.1 – Color of CMU Block

Question: Drawing WD20-AS-001 states CMU is gray split face block and Specification Section 04200, Paragraph 1.4.C.1 states to submit the complete selection of manufacturer's standard and custom colors. Please clarify if gray block is correct.

Answer: City would like to select from the manufacturer's standard colors during the submittal approval process. For purposes of developing your GMP cost proposal assume "Tan Block".

9. SUBMITTED QUESTION: WD00-C-202 – Coupling on 72" Manhole

Question: Drawing WD00-C-202 references a 72" manhole, Detail W-35 where the new 30" PW ties into the existing water main. The connection point appears to be a flex coupling outside the manhole, but the manhole is shaded dark. Please clarify if the 72" manhole and accompanying butterfly valve is new or existing.

Answer: The point of connection with the existing 30" water pipeline is an existing buried 30" butterfly valve. Provide new piping and flex coupling as shown on the right side of the butterfly valve on Detail W-35, and new manhole as shown on Detail E-35.

10. SUBMITTED QUESTION: 16010 1.01 6 and WD20-I-003 – SCADA View Node

Question: Can you please provide specification and drawings for the SCADA View Node referenced in 16010 1.01 6 and also on drawing number WD20-I-003?

Answer: The wall mount SCADA terminal (View Node) hardware, software, and configuration is provided by City.

11. SUBMITTED QUESTION: RFP Scoring

Question: Addendum 1, Question 8, corrects a math error in the addition of Part 1, value (max)250, part 2, value(max) 70 =320 not 310 as shown.

This answer in addendum 1 does not address volume 1, section 7.1, page 14, TAB A: "Project Understanding"(30 Points), however, below the heading, first line states maximum score= 40 points, this could have produced the math error.

Page 15, TAB E, "Project Team" (40 points) however, page 22 proposal scoring matrix list TAB E as 50 points (max), this could be the cause of the 10 point error. Regardless, taking values from pages 14 & 15 does not match page 22.

Answer: See Attachment 2: Question 11 – RFP Scoring. Attachment shows edits to the RFP in three places to correct scoring totals.

Tab A: Project Understanding (40) Points)

Tab E: Project Team Qualifications and Experience (50 Points)

Total Maximum Possible Score for RFP Parts 1 and 2: 320

12. SUBMITTED QUESTION: HDPE3 Specification

Question: There is a call out for “UD” Pipe on the drawings, this Pipe is called out on the Schedule as HDPE3. There is no spec section provided for HDPE3? Can you please provide?

Answer: This is a typo. Revise pipe material for “UD” in Pipe Schedule on Drawing WD00-G-013 to “HDPE2”.

13. SUBMITTED QUESTION: Cost Proposal Format

Question: I don’t see any Bid items on this project. Is a lump Sum Price all that is required?

Answer: This is a Design Assist Contract with a Guaranteed Maximum Price. Please review the RFP for additional information; specifically section 7.2 and Attachment 15.

14. SUBMITTED QUESTION: WD00-G-013 and 15100- Lining for DIP

Question: The Piping Schedule is calling for Potable Water to be CM, Section 15100 PSDS DIP Lining for Water Pipe is asking for Ceramic Epoxy. Please confirm the correct lining.

Answer: Technical Specification Section 15100 covers multiple types of lining. The appropriate lining for each pipe segment is identified in the piping schedule on WD00-G-013.

15. SUBMITTED QUESTION: WD20-M-001 and M-003 - Pipe Size

Question: Please confirm if the couplings identified on Sheet 72 are to be Restraint Couplings. Specs only call out Flexible Couplings.

Answer: All piping specified to be pressure tested shall be restrained with appropriate joint and fitting restraints for the piping system and connection types.

16. ENGINEER REVISION: 16210 Generator Data Sheet

Change: Revise Diesel Fuel tank capacity from 24 hours to 48 hours.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum 2

Name J. Dean Bailey

Signature 

Company Auburn Constructors, LLC

Date 01/29/2020

IMPORTANT

Date: January 22, 2020

TO: Proposers

FROM: Janice Gainey, Senior Engineer, Environmental Utilities Dept.

RE: RFP 08-058 Design-Assist and Construction of West Side Tanks and Pump Station Project

***** ADDENDUM THREE *****

This Addendum 3 includes the following attachments:

There are no Attachments to Addendum 3.

This Addendum 3 consists of the following revisions or answers to questions:

Note that questions 1-3 were addressed in Addendum 1, questions 4-16 were addressed in Addendum 2.

SPECIAL NOTE: Although the delivery address for the proposals is provided in the RFP, it was not shown in Public Purchase. The delivery address has now been posted to Public Purchase.

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

17. SUBMITTED QUESTION: WD20-M-001 ARV

Question: The drawing WD20-M-001, Note 5 calls out for Detail 15300 for ARV. The same item (ARV) is called out on Sheet WD20-M-003 as Detail 15234.

The standard Sheet WD00-G-054, has indicated Detail 15230? Please confirm if this Detail 15230 is correct or provide Detail. 15234

Answer: Detail 15230 is the correct detail to use for this installation. Revise Note 5 on Drawing WD20-M-001 to reference Detail 15230. Change the reference in the callout on Drawing WD20-M-003 from Detail 15234 to Detail 15230. See attached revised drawings.

18. SUBMITTED QUESTION: UTILITY TRANSFORMER

Question: Please confirm if the standalone Utility Transformer is to be furnished by the contractor or the Electric Utility company (Roseville Electric). If the Transformer is to be provided by the contractor, please confirm that "Section 16470-Panelboard and Power Transformer" of the spec will govern utility transformer requirements.

Answer: The City will furnish the Utility transformer and primary wire. Additionally, per Specification Section 16010 1.05A, the City pays the Utility Fees as a function of the new service application process. The Fees include the transformer and primary wire costs so they should not be included in the contract.

19. SUBMITTED QUESTION: SECTION 01110 – CATHODIC PROTECTION SYSTEM

Question: Specs section 01110 Part 1.2-B-6c mentions Contractor Design and Installation of a cathodic protection system. There is no other specification that provides any detail of the requirements of the cathodic system. If cathodic is required, please provide a cathodic protection specification to base our estimate on. Please advise.

Answer: These are cathodic protection details that are not yet referenced from the Drawings and are currently placeholders. Cathodic protection design will be completed during the Design-Assist process for piping material selected for the project. See response to Question 7, Addendum 2.

20. SUBMITTED QUESTION:

Question: Can you confirm if the 4" & 6" Sanitary Sewer DI Yard Piping should have NO Lining or Coating per Schedule.

Answer: The coating Information was unintentionally left off the pipe schedule, Dwg WD00-G-013. SS DIP shall be coated per Section 15100 PSDS DIP.

21. SUBMITTED QUESTION:

Question: Per Volume 2, Article 11 - Insurance and Bonds; Indemnification, 11.13 - Please confirm the indemnity will exclude the willful misconduct of the City pursuant to California Civil Code 2782.

Answer: Yes, the indemnity will exclude the willful misconduct of the City. This language will be edited in the final contract before execution as shown in text below.

11.13 Indemnification

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole negligence, or active negligence, or willful misconduct of CITY. The parties intend that this provision shall be broadly construed.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

22. SUBMITTED QUESTION:

Question: Per Volume 2, Article 11 - Insurance and Bonds; Indemnification, 11.11.C - The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of the Contract, including the indemnity and insurance requirements. The required General Liability limits of \$5M per occurrence and \$10M aggregate is not commercially reasonable for subcontractors not defined as Major Subcontractors or Key Subcontractors. Please confirm the Contractor can accept lower General Liability insurance limits from subcontractors that are not defined as Major Subcontractors or Key Subcontractors that are commercially reasonable based on their scope of work.

Answer: All LISTED contractors (those with a scope of work greater than one half of one percent (0.5%) of the GMP) have the same insurance requirements as the General Contractor.

For smaller (not LISTED) we are adding the following section to Article 11.4 Summary of Insurance Requirements.

11.4.1 Subcontractors

Minimum Amount of Coverage for Subcontractors who are NOT Listed Contractors included in Attachment 7 to the RFP "Statement of Subcontractors": The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary.

23. SUBMITTED QUESTION:

Question: For the Booster Pump Station Roof and Canopy, there are no down spouts shown on the contract drawings. Spec section 07600-2, section 2.4 states "Form downspouts and gutters in maximum lengths as practicable to sizes and shapes indicated on Drawings or to field-fit the locations shown on the drawings."

Spec Section 10340-3, section 2.4 states "Concealed drainage at canopies: Water shall drain from covered surfaces into intermediate trough and be directed to downspouts."

The drawings do not show gutters or down spouts. Please confirm there are no down spouts at the booster pump station for either the roof or the canopy.

Answer: Gutters and downspouts are not required.

24. SUBMITTED QUESTION:

Question: The contract documents state "Contractor should anticipate up to eight (8) meetings of four (4) hours each for design assist meetings." The contract documents do not indicate the anticipated schedule duration for the design assist period from NTP to release of Final Design Drawings and Specifications for Construction. It is our understanding that all project submittals and shop drawings are to be based off the Final Project Drawings and Specifications for Construction, and not those drawings included in the RFP set. For an accurate bid schedule and understanding of the design assist requirements, what is the City's anticipated duration (in days) after NTP that

will be needed to complete the design assist and issue the Plans and Specifications for construction? Please advise.

Answer: The Design-Assist process is throughout the project. Drawings will not necessarily all be finalized at the same time and will depend on what ideas Contractor has, and schedule prioritization.

It is anticipated that the Final Project Drawings and Specifications for Construction will be released as they are finalized and approved through the Design-Assist process. Contractor shall assume the first package of Final Project Drawings and Specifications for Construction detailing approved mobilization and grading work, including the tank and pump station building subgrade and piping shall be released for construction 30 calendar days after NTP. To meet this schedule, Contractor shall be prepared and participated in first design-assist meeting within 5 days of NTP. The schedule for release of the remaining Final Project Drawings and Specifications for Construction will be a function of the speed with which items A-E of Article 2.1, Scope of Work Summary, can be completed by Contractor, submitted to Design Team and a comprehensive construction plan to address project risks can be completed and agreed to via the remaining Final Design Coordination Meetings.

25. SUBMITTED QUESTION:

Question: We would like to request adding by addendum the DeZURIK Model BAW AWWA Butterfly valve as an acceptable manufacturer in BFV-10 Spec section 15200, 2.3, it would be considered an equal and normally allowed on Waterworks Engineering projects specifications.

The listed manufacturers are actually one company not two different ones thus not having any competition for these major items on the project.

The importance of this is that the bidding contractors will only take listed manufacturers and no "or equals" without being listed by addendum only the Mueller products will sole sourced.

We understand that DeZURIK Model BAW AWWA Butterfly valve is an acceptable manufacturer for the City of Roseville and has been supplied on past projects.

See below Pratt website shows it's a Mueller brand (url for website omitted).

Answer: DeZURIK Model BAW AWWA butterfly valves are acceptable for BFV-10 valve types. Revise Section 15200, 2.3.A.3 to add new item "c" as follows and change current item "c" to item "d":

"c. DeZURIK Water Controls; Model BAW."

26. SUBMITTED QUESTION:

Question: There appears to be a discrepancy in the definitions of “Key” and Major” subcontractors between the RFP and Sample Agreement.

Answer: Please revise the following definitions in Volume 2 Article 1 (Agreement) to read as follows:

- 1.89. **“Subcontractor-KEY”.** Key subcontractors are defined as a subcontractor who will perform greater than or equal to twenty-five percent (25%~~5%~~) of the GMP.
- 1.90. **“Subcontractor-MAJOR”.** Major subcontractors are defined as a subcontractor who will perform greater than five percent (~~20~~5%) of the GMP.

27. SUBMITTED QUESTION (contains 4 parts identified as a, b, c, and d):

- a. **Question:** Sheet 00-E-008 show a conduit identified as “21-E-615” in the group of conduits from the Load Bank to the Generator. This conduit does not show up in the Conduit and Wire Routing Schedule. Please provide the required information.

Answer: Add conduit to the Conduit and Wire Routing Schedule as follows: Tag No.: 21-E-615, Size: 1", Type "SPEC", From: Generator, To: Load Bank, Wire Fill: Pull Rope.

- b. **Question:** Conduit identifiers 23-P-603A thru 23-P-603H are identified wrong and should be 21-P-603A thru 21-P-603H. Please confirm.

Answer: Revise conduit numbers 23-P-603A thru 23-P-603H to 21-P-603A thru 21-P-603H on plan drawing WD20-E-001.

- c. **Question:** Sheet WD40-E-001 has a conduit shown as “21-S-501L” feeding LITx-252 at the Valve Vault. This conduit does not appear in the Conduit and Wire Routing Schedule. The Conduit and Wire Routing Schedule does show in the notes that that conduit “21-S-501J is supposed to feed LITx-252 but the conduit identifier on WD40-E-001 is pointing to the conduit feeding LITx-152. Please clarify or provide the required information.

Answer: Revise Conduit and Wire Routing Schedule as follows:

21-S-501J From: PBX-CO2, To: Level Transmitter Jbox, Wire fill: 2 #16 TSPR.

21-S-501K From: Level Transmitter Jbox, To: Tank 1 Level Transmitter, Wire Fill: 1 #16 TSPR Note: (LIT-*152) .

Add conduit Tag No.: 21-S-501L, Size: 3/4", Type "SPEC", From: Level Transmitter Jbox, To: Tank 2 Level Transmitter Wire Fill: 1 #16 TSPR, Note: (LIT-*252).

- d. **Question:** On Sheet WD20-M-001, Note 7 calls for a Portable Hoist for installing and removing valves. Does this Hoist require a dedicated electrical

circuit or will it utilize the 120v convenience outlets located in the general vicinity?

Answer: This is a non-motorized hoist.

28. SUBMITTED QUESTION:

Question: Are bidders entitled to rely upon the Geotechnical Report for West Side Tank & Pump Station Project Phase 2, Roseville, California dated January 9, 2019 prepared by Bajada Geosciences, Inc. identified in 2.2 of the RFP?

Answer: The Geotechnical Report for West Side Tank & Pump Station Project Phase 2, Roseville, California dated January 9, 2019 prepared by Bajada Geosciences, Inc., is supplemental information available to proposers as detailed in paragraph 2.2 of the RFP. The Contractor shall rely on the Intent of Contract Documents, as detailed in paragraph 2.4.2 of Agreement. Subsurface or concealed conditions that are materially different than information provided in the Contract Documents, including but not limited to the referenced Geotechnical Report, will be reviewed for relief in accordance with the requirements set forth in Section 2.7 of the Agreement and in accordance with California Public Contract Code section 7104.

29. SUBMITTED QUESTION:

Question: Please confirm that Public Contract Code section 7104 applies to this project.

Answer: California Public Contract Code section 7104 applies to this project and the applicable provisions will be incorporated into Section 2.7 of the final Agreement prior to execution with the successful Contractor.

30. SUBMITTED QUESTION:

Question: Is the Contractor entitled to Change Order relief under 2.7.1 (Local Conditions) of the Agreement if encountered subsurface or concealed conditions are materially different than information provided with the RFP, including the Geotechnical Report for West Side Tank & Pump Station Project Phase 2, Roseville, California dated January 9, 2019 prepared by Bajada Geosciences, Inc. identified in 2.2 of the RFP?

Answer: Subsurface or concealed conditions that are materially different than information provided in the Contract Documents, including but not limited to the referenced Geotechnical Report, will be reviewed for relief in accordance with the requirements set forth in Section 2.7 of the Agreement and in accordance with California Public Contract Code section 7104.

31. SUBMITTED QUESTION:

Question: Please confirm that LD's are the sole and exclusive remedy for delays.

Answer: Liquidated Damages are one available remedy for delays, in addition to those stated in provisions of Articles 13 and 14 of the Agreement.

32. SUBMITTED QUESTION:

Question: Please provide a waiver of all consequential damages, including lost profits/revenue.

Answer: The City will not provide a waiver of all consequential damages, including lost profits/revenue. Any proposed requests to waive damages shall be addressed in the Contractor's response to this RFP and shall be evaluated accordingly by the City.

33. SUBMITTED QUESTION:

Question: Section 11.5.3 Claims Made coverage - Special Notice, states liability coverage may not be written on a claims-made basis. Occurrence base Professional Liability is not commercially available. Please amend to:

"Liability insurance coverage may not be written on a "claims made" basis, except for Professional Liability insurance. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis."

Answer: Revise Volume 2 Article 11.5.3 to read as follows:

11.5.3 Claims Made Coverage – Special Notice

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis, with the exception of Professional Liability. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

34. SUBMITTED QUESTION:

Question: Section 11.8 Builder's Risk of the Agreement, states the maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount. Deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the City or any other additional insureds on the policy. Because there is no financial exposure to the City, Contractor's deductibles should be at the sole discretion of the Contractor. Please strike this sentence in its entirety.

Answer: Revise Volume 2 Article 11.8, second paragraph to read as follows:

The policies providing such insurance shall name CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with CITY. ~~The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.~~

35. SUBMITTED QUESTION:

Question: Section 11.11 Other Insurance Provision (B.) of the Agreement, states any self-insurance or self-insured retentions must be declared and approved by City in writing. Self-insured retentions and deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the City or any other additional insureds on the policy. Because there is no financial exposure to the City, Contractor's deductibles should be at the sole discretion of the Contractor. Please strike this paragraph in its entirety.

Answer: All insurance requirements must be met before contract award. Insurance will be reviewed as part of final contract negotiation and execution. Any waivers can be considered by the City at that time.

36. SUBMITTED QUESTION:

Question: Drawing WD40-S-009, Detail 1 notes the required floor joint, should one be needed by contractor. Please note that if a floor joint is required, a roof joint will most likely be required as well. The detail shown appears to be a floor slab joint used for concrete floor slabs that are placed at grade. Please confirm, similar to the floor slab, should the contractor require a construction joint to facilitate the schedule, a construction joint in the roof slab would be allowed. Please provide additional details for a construction joint in the roof slab, as it will likely be necessary for a reservoir of this size.

Answer: Floor slab and roof slab joints are not explicitly required, but can be included if the contractor determines that they are needed to accommodate their concrete placement schedules. Floor and roof slab joints, if used, need to include a waterstop and galvanized rebar across the joint. Final joint detail will be finalized as part of Design-Assist process.

37. SUBMITTED QUESTION:

Question: Project specification section 03251.2.8.A notes that bonding agents used that are subject to contact with potable water, shall be NSF-61 certified. Please confirm Scotch-Grip 1300 Rubber adhesive by the 3M company can be applied on bearing pad that is located on the "outside-of-tank" side of water stop that does not come into contact with potable water, and Sikaflex - 1A can be applied to bearing pad on the "inside-of-tank" side of water stop that does come into contact with potable water.

Answer: Scotch-Grip 1300 is used as a bonding agent where it will not be subjected to contact with potable water, i.e. outside of the waterstop. Sikaflex 1A is applied to hold the bearing pad in place while the walls are poured. The inside face of the bearing pad is coated with the NSF 61 CIM coating to meet compliance.

38. SUBMITTED QUESTION:

Question: The tank drawings (WD40-S-002) show two floor sumps however the tank site civil drawings (WD40-M-001) only show piping to one sump. Please confirm the number of sumps required per tank.

Answer: Only one sump is required.

39. SUBMITTED QUESTION:

Question: The project specification 03300.3.3.D.2 states that in no case shall free fall of concrete exceed 8 feet. In the case of a circular spirally tied columns, as is designed for the prestressed concrete tank, columns can be poured from the top as they are not water retaining. Please review and determine whether it is acceptable for concrete to free fall from heights greater than 8 feet, and to use direct discharge for the column pours on this project.

Answer: Concrete free fall shall NOT exceed 8 feet. Concrete free fall greater than 8 feet is NOT acceptable.

40. SUBMITTED QUESTION:

Question: Please confirm if project inspector will be a resident inspector providing inspections continuously and ongoing throughout tank construction.

Answer: The Construction Manager is full-time and shall provide services as described in paragraph 1.19 of Agreement, including select inspection and testing services as described in the Contract Documents. The Contractor is also required to provide select inspection and testing services as described in the Contract Documents. The Contractor shall provide notice / request for inspection and schedule all inspections and testing in accordance with the requirements of the Contract Documents.

41. SUBMITTED QUESTION:

Question: With respect to pre-existing hazardous materials/hazardous waste or hazardous materials/hazardous waste not brought onto the site by the Contractor, please confirm that the City will be considered the "generator" of such hazardous materials/hazardous waste and sign any necessary generator manifests.

Answer: Hazardous materials and hazardous waste shall be handled by the Contractor in accordance with the provisions of the Agreement at "Exhibit E –

Hazardous Materials.” It is possible that the City may not be considered the “generator” of such hazardous materials/waste. Please note the limitation on Contractor’s liability in Sections D.3 and D.4 of Exhibit E to the Agreement.

42. SUBMITTED QUESTION:

Question: Note 3, Drawing WD00-C-302 states to install 3" layer of mulch over weed barrier, which could not be located. Please clarify if applicable.

Answer: Weed Barrier (i.e. 20-yr landscape fabric) shall be black polypropylene polyester blend, 28 mills, 3.33 ounces/sq.yard, Mullen burst strength: 250 lbs. Permeability is 28 gals/s.f./min. per fallen head method. Weed barrier shall be DeWitt Pro 5 Weed Barrier or approved equal. Contractor proposed weed barrier shall be submitted for approval in accordance with Section 02950, paragraph 1.4.A.1.

43. SUBMITTED QUESTION:

Question: Bioretention Section E, Drawing WD00-C-103 and Landscaping Plan, Drawing WD00-C-302 do not indicate plant material within Bioretention Basins. Section 02950, Paragraph 2.1 outlines planting requirements for bioretention areas. Please clarify plant material is required.

Answer: Plant material is required in Bioretention Basins as detailed in Specification 02950 and West Placer Storm Water Quality Design Manual Final Draft, Fact Sheet TR 1, Sacramento Valley Native Plant List.

44. SUBMITTED QUESTION:

Question: We represent Xylem Goulds Vertical Turbine Pumps and would like to be listed as an equal product in specification section 11200, 2.2, Product and Manufacturer. Goulds Pump Model 16DMC-2 Stages is a good fit for the design conditions.

Attached for your review is a pump curve, Goulds Vertical Turbine Brochure, ISO 9001 Certification and an NSF 61 Brochure. We are confident Goulds can meet the specifications and would like an opportunity to quote the contractors. Goulds Pumps are made in America.

Answer: Xylem Goulds is an acceptable manufacturer for the vertical turbine pumps specified in Section 11200, provided they meet all specified requirements. Modify Section 11200, 2.2 to add new item “D” as follows and change current item “D” to item “E”.

“D. Xylem Goulds”

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum 3

Name J. Dean Bailey

Signature 

Company Auburn Constructors, LLC

Date 01/29/2020



EXHIBIT C - GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE

- A. **GUARANTEED MAXIMUM PRICE:** The Guaranteed Maximum Price as of the date of execution of this Agreement is Twenty three Million Four Hundred Eighty One Thousand Three Hundred and no/100ths (\$23,481,300), U.S. Currency.
- B. **FEE AND CONTINGENCY:** The Fee and Contingency amounts, if any, are as detailed in the CONTRACTOR'S Proposal Part 2-Cost Proposal and Financials as Attachment 15- GUARANTEED MAXIMUM PRICE, COST OF WORK, and FEE and is incorporated at the end of this Exhibit C.
- C. **PROPOSED SHARED SAVINGS:** The proposed shared savings are detailed in the CONTRACTOR'S Proposal Part 2-Cost Proposal and Financials as Attachment 16-Proposed shared Savings and is incorporated at the end of this Exhibit C.

D. **COST OF THE WORK:**

Cost of the Work. The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

1. **Construction Costs.**

1.1. **Labor Costs.**

- 1.1.1. Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY'S agreement, at off-site workshops.
- 1.1.2. Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.
- 1.1.3. Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 1.1.4. Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 1.1.1 through 1.1.3 above.

- 1.2. **Subcontract Costs.** Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

- 1.3. **Costs of Materials and Equipment Incorporated in the Completed Construction.** Costs, including transportation, of materials and equipment

incorporated or to be incorporated in the completed construction.

1.4. Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

- 1.4.1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.
- 1.4.2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.
- 1.4.3. Costs of removal of debris from the Site.
- 1.4.4. Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

1.5. Premiums; Taxes; Fees; Royalties.

- 1.5.1. That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.
- 1.5.2. Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.
- 1.5.3. Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 1.5.4. Fees of testing laboratories for tests required by the Contract Documents or government authorities.
- 1.5.5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.
- 1.5.6. Deposits lost for cause other than CONTRACTOR's negligence.

- 1.6. **Emergencies.** Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Article 12.10-EMERGENCIES of this Agreement.

- 1.7. **Other Costs.** Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

2. Items not Included in Cost of the Work.

- 2.1. 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 subsection 1 above.
- 2.2. Expenses of CONTRACTOR's principal office and offices, other than the Site office.
- 2.3. Overhead and general expenses, except as may be included in subsection 1 above.
- 2.4. The capital expenses of CONTRACTOR, including interest on capital employed for the Work.
- 2.5. Costs that would cause the GMP to be exceeded.

Attachments to Exhibit C incorporated on following pages:

CONTRACTOR'S Proposal Part 2-Cost Proposal and Financials: Attachment 15-
GUARANTEED MAXIMUM PRICE, COST OF WORK, and FEE

CONTRACTOR'S Proposal Part 2-Cost Proposal and Financials: Attachment 16-Proposed
shared Savings

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 Twenty Three Million, Four Hundred Eighty One Thousand, Three Hundred dollars (\$ 23,481,300 .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	2,000,000
Mechanical Equipment and Piping	4,350,000
Water Storage Tanks	12,275,000
Pump Station Building	1,231,300
Electrical, Instrumentation and Controls	2,500,000
Mobilization, Demobilization, Bonds, Insurance, and Permits	1,100,000
Sheeting/Shoring/Bracing per Labor Code Section 6707 (From Table 15-5)	25,000
Allowance Items Total (From Table 15-6)	0
Total GMP:	23,481,300

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.

ATTACHMENT 15 - TABLE 15-2

Proposer's Name: Auburn Constructors LLC

Hourly Field Labor Rates Table
West Side Tanks and Pump Station Project

Craft	Classification	Base Wage	Fringes & Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	Overtime Rates	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
CARPENTER (Area 3) 7/1/19 to 6/30/20	Foreman	\$51.00	\$29.21	\$ 8.04	\$ 88.25	\$ 116.30	\$ 144.35
	Journeyman - Leadman	\$47.00	\$29.21	\$ 7.41	\$ 83.62	\$ 109.47	\$ 135.32
	Journeyman	\$46.00	\$29.21	\$ 7.25	\$ 82.46	\$ 107.76	\$ 133.06
MILLWRIGHT (Area 3) 7/1/19 to 6/30/20	Foreman	\$52.22	\$31.09	\$ 8.23	\$ 91.54	\$ 120.26	\$ 148.98
	Journeyman	\$48.22	\$31.09	\$ 7.60	\$ 86.91	\$ 113.43	\$ 139.95
CEMENT MASON 7/1/19 to 6/30/20	Foreman	\$46.39	\$22.88	\$ 7.40	\$ 76.67	\$ 102.18	\$ 127.70
	Journeyman-Leadman	\$41.63	\$22.88	\$ 6.64	\$ 71.15	\$ 94.05	\$ 116.94
	Journeyman	\$40.63	\$22.88	\$ 6.48	\$ 69.99	\$ 92.34	\$ 114.68
OPERATOR (Area 1) 6/24/19 to 6/23/20	Lg Crane-Gp 2A (Over 45 tn to 100 tn)	\$49.24	\$30.13	\$ 6.66	\$ 86.03	\$ 113.11	\$ 140.20
	Backhoe/Excavator (Group 3)	\$47.11	\$30.13	\$ 6.37	\$ 83.61	\$ 109.52	\$ 135.43
	Crane (Group 3A) (45 Ton & under)	\$47.50	\$30.13	\$ 6.43	\$ 84.06	\$ 110.18	\$ 136.31
	Loader (Group 4)	\$45.73	\$30.13	\$ 6.19	\$ 82.05	\$ 107.20	\$ 132.35
	Compactor (Group 5)	\$44.46	\$30.13	\$ 6.02	\$ 80.61	\$ 105.06	\$ 129.51
	Boomtruck (Group 7)	\$42.00	\$30.13	\$ 5.68	\$ 77.81	\$ 100.91	\$ 124.01
	Specialist-Foreman	\$51.00	\$22.75	\$ 6.90	\$ 80.65	\$ 108.70	\$ 136.75
LABORER (Area 2) 7/1/19 to 6/30/20	Specialist-Leadman 1	\$37.85	\$18.60	\$ 5.12	\$ 61.57	\$ 82.39	\$ 103.21
	Specialist-Leadman 2	\$37.85	\$20.95	\$ 5.12	\$ 63.92	\$ 84.74	\$ 105.56
	Specialist-Journeyman	\$33.60	\$22.85	\$ 4.55	\$ 61.00	\$ 79.48	\$ 97.96
	Journeyman - Group 2	\$36.14	\$26.33	\$ 4.89	\$ 67.36	\$ 87.24	\$ 107.11
TEAMSTER 7/1/19 to 6/30/20	Journeyman - Group 3	\$36.44	\$26.33	\$ 4.93	\$ 67.70	\$ 87.74	\$ 107.78
	Inside Wireman - Foreman	\$48.18	\$28.34	\$ 5.92	\$ 82.44	\$ 108.94	\$ 135.43
	Inside Wireman - Journeyman	\$44.18	\$28.34	\$ 5.43	\$ 77.95	\$ 102.24	\$ 126.54
INSIDE WIREMAN (Placer County) 2/1/20 to 7/31/20							

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
Principal-in-Charge	\$ 125.00
Project Manager	\$ 115.00
Electrical Project Manager	\$ 115.00
Assistant Project Manager	\$ 112.00
Electrical Superintendent	\$ 110.00
Yard Man/Delivery Driver	\$ 45.00

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: Auburn Constructors LLC

Equipment Description	Hourly Rate	Daily Rate
1/2 Ton Pick-Up	13.00	
3/4 Ton Pick-Up	16.00	
1 Ton Pick-Up with lift gate	17.00	
Backhoe/Loader	50.00	
XUV Gator	10.00	
All Terrain Reach Lift	55.00	
Air Compressor/Breaker	35.00	
Power Sweeper	45.00	
Water Truck	25.00	
500 Gallon Water Wagon	10.00	
Sandblast Equipment		110.00
Spyder Crane		400.00
Honda Portable Generator		80.00
Hi-Cycle Generator		60.00
25 KW Diesel Generator		250.00

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.

Table 15-4: Contractor Owned Equipment. Contractor Name: Auburn Constructors LLC

Equipment Description	Hourly Rate	Daily Rate
3" Trash Pump		75.00
Large Conduit Bender		35.00
Large Pipe Threader		35.00
Large Wire Tugger		55.00
Termination Lug Compression Equipment		85.00
Construction Laser		50.00
Vibratory Plate Compactor		75.00
Air Tamper		52.00
Power Trowel		90.00
Welder		60.00
Concrete Saw		75.00

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

Protection in trenches and Open Excavations - Description	Total Cost
Twenty Five Thousand Dollars	\$ 25,000

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

Item#	Allowance Description	Allowance Amount
1	None	\$ 0
2	None	\$ 0
3	None	\$ 0
Total of Allowances:		\$ 0

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

Attachment 15 Section	Cost Category	Fee Mark-Ups For General Overhead And Profit
3.1-3.3	Hourly Field Labor	8.50 %
3.4	Management and Administrative Labor	Included in hourly rates
3.5	Materials	8.50 %
3.6	Construction Equipment	8.50 %
3.7	Subcontractors	8.50 %
3.8	Bonds and Insurance	8.50 %
3.9	Direct Job Overhead Expenses	8.50 %
3.10	Taxes	8.50 %

- 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 8.50 %.

****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.

<u>70</u>	% of the savings to the City
<u>30</u>	% 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****

EXHIBIT D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS

(NOT USED)

END OF EXHIBIT D

EXHIBIT E - HAZARDOUS MATERIALS

A. Certain Definitions.

1. “Hazardous Materials means any substance:

- 1.1. The presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;
- 1.2. Which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);
- 1.3. Shall include the meaning provided in Section 100 of the Solid Waste Disposal Act (42 USC Section 6903 and/or Section 25117 of the California Health and Safety Code) as amended from time to time, or any other hazardous material, hazardous waste, hazardous substance, pollutant, and/or contaminant with requirements under federal, State of California, or local law, statute, regulation, rule, ordinance, order, action, policy or common law;
- 1.4. Which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;
- 1.5. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;
- 1.6. The presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or
- 1.7. The presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

2. “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

- 2.1. Any tank of 1,100 gallons or less capacity used for storing motor fuel;
- 2.2. Any tank used for storing heating oil for consumption on the premises where stored;
- 2.3. Any septic tank; and any pipes connected to items A.2.1-A.2.3.

3. “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

- 3.1. All requirements, including but not limited to, those pertaining to reporting,

licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

3.2. All requirements pertaining to the protection of the health and safety of employees or the public.

4. **“Environmental Damages”** means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

4.1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

4.2. Fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

4.3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph A.4.2.

5. **“Environmental Conditions”** means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

B. Investigation of Site.

1. Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.

2. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans (“Environmental Assessments”) as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions (“Remedial Actions”) required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to

mitigate Environmental Damages.

3. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.
4. The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

C. Remedial Actions.

1. If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.
2. CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.
3. If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

D. Payments: Liability of CONTRACTOR.

1. All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.
2. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.
3. It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall

have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4. CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

E. Environmental Responsibilities of CONTRACTOR.

1. CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.
2. CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.
3. CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

END OF EXHIBIT E-HAZARDOUS MATERIALS

EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR.

For the West Side Tanks and Pump Station Project CONTRACTOR, Auburn Constructors, elects to not exercise this option and agrees that retention earnings be held by CITY.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____

DOMINICK CASEY

CITY Manager

ATTEST:

CONTRACTOR:

Auburn Constructors, LLC, a
CA Limited Liability Company

BY:  _____
J. Dean Bailey
its: President

BY: _____

SONIA OROZCO

CITY Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT

CITY Attorney

END OF DOCUMENT-IN LIEU OF SECURITIES ESCROW AGREEMENT

EXHIBIT G - BONDS

There are three (3) bond forms that constitute Exhibit G following this index sheet.

1. Performance Bond
2. Labor and Material Bond
3. Warranty Bond

EXHIBIT H - COMPLETION TIMES AND LIQUIDATED DAMAGES

West Side Tanks and Pump Station Project

A. Project Milestones

Following are scope descriptions for substantial completion of project milestones.

- Milestone 1:** Electrical and Controls Hardware Factory Testing. CITY intends to complete Application Programmer work in parallel with Contractor provided Electrical Contractor and System Integrator work as defined in Section 16010. To ensure successful coordination and timely execution of the work, Contractor and their Electrical Contractor and System Integrator shall work proactively with City to support this effort. Contractor will perform all work necessary to complete Electrical and Controls Hardware Factor Testing, as described in Section 16600-3.01, in advance of this Milestone.
- Milestone 2:** Grading and Site Preparation for Future Crew Building. CITY intends to initiate construction of the Operations/Crew building that is indicated on the Plans before the completion of this project. Contractor will complete site grading and drainage improvements for the future Operations/Crew building area and evacuate their equipment, staging area, and all other uses of this area.
- Milestone 3:** Substantial Completion in accordance with Article 8.13 and City has accepted a partial Certificate of substantial completion and punch list. Determination of Substantial Completion is solely at the discretion of the CITY.
- Milestone 4:** Final Completion in accordance with Article 8.14 and City has initiated the process of attaining a Notice of Completion. Determination of Final Completion is solely at the discretion of the CITY.

B. Times Allowed for Completion

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, the following table summarizes the scope of work milestones and the contracted completion time. Each milestone shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

Table H-1: Times Allowed for Completion of Each Project Milestone

Contractual Completion Event	Completion Time (Calendar Days)
Milestone 1: Electrical and Controls Hardware Factory Testing	330
Milestone 2: Grading and Site Work for Future Crew Building	500
Milestone 3: Substantial Completion	770
Milestone 4: Final Completion	865

C. Damages for Delays

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK for the period of time that any portion of the Work remains unfinished after the time fixed in above Table H-1: Times Allowed

for Completion of Each Project Milestone, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Table H-2: Daily Liquidated Damages for Non-Completion of Each Project Milestone

Contractual Completion Event	Daily Liquidated Damages
Milestone 1: SCADA & PLC Factory Testing	\$1,500
Milestone 2: Grading and Site Work for Future Crew Building	\$ 800
Milestone 3: Substantial Completion	\$1,500
Milestone 3: Final Completion	\$1,000

D. Weather Days

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK, an allowance of twenty (20) working days of weather or other caused Excusable Delays are included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days shall be included in the Contractor's schedule as specified in Technical Specifications Section 01320-PROGRESS SCHEDULES.

END OF EXHIBIT H