REQUEST FOR PROPOSAL

Wastewater Collections Shop Building Expansion

City of Roseville
Environmental Utilities Department

March 2013

NOTE: Due Date: April 30, 2013 (by 3:00 pm)

Wastewater Collections Shop Building Expansion

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REQUEST FOR PROPOSALS (RFP)

FOR

WASTEWATER COLLECTIONS SHOP BUILDING EXPANSION

City of Roseville Environmental Utilities Department
March 2013

INTRODUCTION

The City of Roseville (CITY) intends to proceed with a building addition and interior improvements to the Wastewater Collections Shop Building, at the Dry Creek Wastewater Treatment Plant (WWTP). The CITY has elected to use a Design Assist procurement method to construct these improvements. The City of Roseville has retained the services of Calpo Hom & Dong Architects (ENGINEER) to provide design, design services during construction, and construction administration services. Proposals will be used to select the Design Assist Contractor (CONTRACTOR) for this project. Project background and requirements are included within this RFP and within the Supplemental Technical Documents prepared by the ENGINEER. The available information, scope of work, proposal requirements, and schedule are presented below.

The selected CONTRACTOR shall be responsible for the work of its own forces and its selected subcontractors. The CONTRACTOR shall manage Project construction in close association with the CITY and ENGINEER.

Construction will be monitored by CITY and ENGINEER and will be performed within a guaranteed maximum price ("GMP").

In accordance with the provisions of California Public Contract Code, Section 3300, City of Roseville has determined that CONTRACTOR shall possess a valid Class A Contractor License at the time of contract award and for the duration of the Agreement. Failure to possess the specified license upon submission may render the Proposal as nonresponsive and may act as a bar to award of the Design Assist Construction Agreement to any CONTRACTOR not possessing said license at the time of Proposal submission.

Questions regarding the RFP should be directed to Dennis Dong, AIA, Calpo Hom & Dong Architects (916) 438-2171 email: ddong@chdarchitects.com.

The complete RFP is available on the City's website at:
http://www.roseville.ca.us/eu/news_n_information/request_for_proposal.asp

AVAILABLE INFORMATION

The following sections provide a brief description of the Design Assist Project, details of the RFP process, and proposal submittal procedures.

Appendix A of the RFP contains the detailed Design Assist Construction Agreement (Agreement) for this Project. Technical Specifications have been included in Exhibit G of the Agreement. These specifications provide the minimum level of quality and required manufacturers. Drawings are included in Exhibit H of the Agreement.

SCOPE OF WORK

The Scope of Work for this project includes the addition and extension of the existing Wastewater Collections Shop Building, and the Interior Improvements of the addition and extension. Demolition of the end wall of the existing Wastewater Collections Shop Building will be required as part of the Scope.

New and modified systems must meet the testing and performance criteria established in the RFP and specifications. The following is a summary of Work to be completed on the Project to aid in the development of the GMP for Contractor's proposal. Specifications for the Project are provided in Exhibit G and drawings for the Project are provided in Exhibit H. Existing facilities requiring modification as part of the Project are designated below with an (E).

Wastewater Collections Shop Building:

- Demolition of the following:
  - West End Wall of existing Wastewater Collections Shop Building, as necessary, to accommodate Building Addition and Extension. Extent will be based on Contractors Metal Building and Foundation Design requirements, for a sealed, weathertight connection.
  - +/-10' x building width of existing concrete slab of west end of existing Wastewater Collections Shop Building.

- Design of the following:
  - Pre-Engineered Metal Building Addition and Extension, including all structural elements, framing, and connections. Design shall be subject to approval of the City of Roseville Building Department.
  - Foundation design for Pre-Engineered Metal Building Addition and Extension. Design shall be subject to approval of the City of Roseville Building Department.
  - Automatic Fire Sprinkler System for entire Facility, both existing and new addition and extension. Design shall be subject to approval of the City of Roseville Building Department.

- Construction of the following:
  - Building Pad, to accommodate Building Addition and Extension, and Site Improvements.
  - Concrete Foundation and Slab-On-Grade, including connection to existing Concrete Slab.

- Pre-Engineered Metal Building Addition and Extension complete, including Awnings, Doors, and Windows.
- Interior Improvements as detailed in the Documents.
- Automatic Fire Sprinkler System for entire Facility, both existing and new addition and extension.
- Electrical Service modifications as detailed in the Documents.

- Site Work:
  - Concrete Sidewalks at west and south sides of Building Addition and Extension.
  - Parking Space striping and accessories, as detailed in the Documents.

The CITY plans to contract with another Contractor to re-pave the Dry Creek WWTP in the late summer and fall of 2013. The selected CONTRACTOR will be required to closely coordinate his work activities with Contractor performing the paving work on this adjacent project to allow both projects to proceed ahead smoothly with minimum disruption to the work being performed by both contractors.

The successful CONTRACTOR will be required to provide the expertise, equipment, materials, and labor to complete the services as outlined in the Agreement. The following is a summary of the requirements:

A. Provide all supervision, specified testing, construction equipment, labor, materials, tools, subcontractors and services to complete the construction within the contract time, as identified in Agreement.
B. Design Assist Phase:
   1. Participate as a member of the project team, with CITY and ENGINEER.
   2. Analyze and evaluate drawings and specifications for constructability, suggest alternative design solutions, and provide input to preferences for construction sequencing and methods.
   3. Participate with team to develop a comprehensive construction plan to address project risk and minimize existing plant disruptions.
   4. Develop cost estimates for alternatives and other potential optional work items.
   5. Develop project schedule, and partial schedules in the evaluation of alternatives.
C. Construct the Project in accordance with the design as developed within the design assist phase.
D. Provide start-up and testing services for the constructed facilities.

The CONTRACTOR's responsibilities are further defined in the Agreement.

CITY'S RESPONSIBILITIES

The CITY will provide and pay for the services of the ENGINEER.

The CITY will select and approve the Major Equipment to be provided by CONTRACTOR.

The CITY and ENGINEER will attend periodic meetings during the design-assist period to be held on-site by the CONTRACTOR. During each progress meeting, key elements of the project shall be identified including progress schedule, submittal review, and utility tie-in. The CITY or CITY's Representative shall provide review of the progress schedule and submittal review for conformance to the project intent within thirty

(30) days. The project schedule shall reflect progress schedule reviews and submittal reviews.

The CITY's responsibilities are further defined in the Agreement.

SELECTION OF CONTRACTOR

The selection committee, consisting of members of CITY's staff and consultants selected by CITY, will evaluate and rank the proposals in accordance with the provisions of section 4.14 of the Roseville Municipal Code.

CITY may conduct such investigations, as CITY deems necessary, to establish the responsibility, qualifications, and financial ability of the CONTRACTOR to perform the Work.

In evaluating and ranking proposals, CITY will consider whether or not Proposals comply with and provide the best value to the CITY, as defined by Roseville Municipal Code section 4.14.020.A, using the following criteria:

- Project understanding
- Past performance record of CONTRACTOR, Pre-Engineered Metal Building subcontractor, and electrical subcontractor, if this work is not self-performed.
    - Timely completion of work
    - Experience in building construction
    - Prompt warranty service
    - Payment and treatment of subcontractors
    - Overall successful completion
- Qualifications of key personnel
    - Key Personnel Experience, and role in project
    - Key Personnel Availability
    - Relevant Project Experience
- Similar experience and expertise in the type of work required
- Ingenuity in proposed construction materials and methods
- Project Scheduling
- Safety Record
- CONTRACTOR's Accounting System for Job Costs
    - Sample job cost report to illustrate CONTRACTOR's capabilities for tracking costs for progress billings to City.
    - Sample progress billing.
- Financial Condition and Status
    - Most recent reviewed or audited Financial Statement; or
    - Certified Credit Report; or
    - Bank letter on opinion of credit worthiness and current line of credit.
    - Information on any past or pending Claims/Disputes
- Clarity and conciseness of response to this RFP
- Cost of Project
    - Guaranteed Maximum Price proposed by CONTRACTOR

- Proposed Overhead and Profit Markups by CONTRACTOR
- Labor rates for CONTRACTOR's Foremen and Field Labor Crafts
- Labor rates for Management and Administrative Employees
- Equipment rates for CONTRACTOR owned equipment.

CITY will enter into negotiations with the highest ranked CONTRACTOR. Following successful negotiations, a recommendation will be made to City Council for award of the contract. In the event that negotiations are not successful, CITY reserves the right to enter into negotiations with the next highest ranked firm.

The CONTRACTOR shall perform the work under the terms of the Agreement. This includes, but is not limited to the following conditions, as identified in the Agreement.

- Faithful Performance and Payment bonds, each in the amount of the contract
- Compliance with prevailing wage laws
- A 5 percent retention
- Two corporate officers to sign the Agreement (if a corporation);
- Compliance with insurance requirements identified in the Agreement.

PROPOSAL REQUIREMENTS AND CONTENTS

Proposals submitted for this Project are to follow the outline described below and must address all requested information. Any additional information that the CONTRACTOR wishes to include that is not specifically requested should be included in an appendix to the proposal. CONTRACTORS are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unless otherwise indicated, proposals should be prepared using 8½-inch x 11-inch size sheets.

Proposal Outline:

Section 1: Project Understanding and Special Project Considerations (3 page maximum)

Provide a narrative description of the project based on your proposed Scope of Work and information gathered about the project. Include any issues that you believe will require special consideration for this Project. Identify any unique approaches or strengths that your firm may have related to this Project. CITY will assess your understanding of all aspects of the project based on the overview.

Section 2: Project Team (6 page maximum)

Include a one-page organization chart listing all key project team members. In addition the following items shall be addressed:

- Identify all key member's roles, availability, qualifications, and responsibility for the project. Resumes for all key members shall be provided within an appendix.
- All Subcontractors shall be identified along with tasks assigned to them, including testing firms. Identify years of experience in construction of buildings.
- CONTRACTOR's Electrical Subcontractor, if this work is not self-performed by CONTRACTOR.
  - Provide list of similar size and type of projects completed by Electrical Subcontractor.
  - Provide resumes and project experience of key personnel assigned to the project by the Electrical Subcontractor.

- If Electrical work is self-performed by CONTRACTOR, please provide explanation of CONTRACTOR's in-house capacity and proven capabilities to perform this work with its own forces.
- CONTRACTOR's Pre-Engineered Metal Building Subcontractor, if this work is not self-performed by CONTRACTOR.
  - Provide list of similar size and type of projects completed by Pre-Engineered Metal Building Subcontractor.
  - Provide resumes and project experience of key personnel assigned to the project by the Pre-Engineered Metal Building Subcontractor.
- If Pre-Engineered Metal Building work is self-performed by CONTRACTOR, please provide explanation of CONTRACTOR's in-house capacity and proven capabilities to perform this work with its own forces.
- Has any member of the team failed to remain on a project through completion of a Contract during the past five (5) years, if so, please explain?
- Provide name of entities, as well as contact information, with whom the CONTRACTOR has associated in alternative delivery projects including design build and design assist projects, fast track projects, or projects with owner supplied equipment during the past five (5) years. Provide name of entities with whom the CONTRACTOR has implemented value engineering during the past five (5) years. Provide a list of all wastewater and water projects completed in California in the past five (5) years, including owner contact information for each project.
- Identify the CONTRACTOR's license classification, license number, expiration date and citations, if any.

Section 3: Detailed Scope of Work (4 page maximum)

Provide a detailed description of the tasks and duties required to implement this Scope of Work, from completion of design through building occupancy. The Scope of Work shall include all necessary equipment, materials, and labor to conduct the Work. Provide a listing of all assumptions made (by work task), including anticipated level of work assistance to be provided by the CITY and the Engineer. Identify any steps required that have not been specifically identified in the Scope of Work. Also, identify any unique approaches or strengths that your team may have related to this Project.

Provide a list of Major Equipment that CONTRACTOR proposes to provide in compliance with the specifications for the project, include equipment name, equipment manufacturer, and model number. Major Equipment includes HVAC Units.

Section 4: Project Schedule (3 page maximum)

Include a Project Schedule showing all key Project milestones. A list of key milestones is included in Appendix B. Include a list of all assumptions used in developing the Schedule for the Scope of Work presented in Section 3, but not limited to the following:

- Project Meetings
- Design Milestones
- Construction Milestones
- Anticipated Shutdowns
- Equipment and Material Procurement

- Civil Construction
- Equipment Installation
- Electrical Construction
- Training and Demonstration Periods
- Submission of O&M Manuals
- Point of Substantial Completion
- Demolition
- Final Completion of the Work.

The Schedule included with CONTRACTOR's proposal can be on 11-inch x 17-inch size sheets.

Section 5: Safety Record (no page limit)

Please acknowledge if the CONTRACTOR or Electrical Subcontractor, if any, has been cited for violations of OSHA Standards and Requirements within the past five (5) years. If so, please explain.

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

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

The Average LWIR and the Average RIR are requested for evaluation of the safety history relating to the CONTRACTOR's construction operations only. Home office staff labor hours and the corresponding injury and illness figures for home office staff shall not be included in the calculation of these rates. Similar information for parent companies, subsidiaries, or other company divisions not directly engaging in construction activities shall not be considered in these rate calculations. All data used in the calculations shall be specific to the company operation who will construct this Project if awarded the Contract.

The Experience Modification Rate (EMR) is established by the CONTRACTOR's worker's compensation insurance carrier and is based on the CONTRACTOR's loss history. CONTRACTOR can provide either its Intrastate or Interstate EMR. Provide all requested information in the format presented below.

Average Lost Workday Incident Rate (LWIR):

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

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

Year	# of Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-200_____			
2-200_____			
3-200_____			
3 Year Average			

Average Recordable Incident Rate (RIR):

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

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

Year	# of Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-200_____			
2-200_____			
3-200_____			
3 Year Average			

Experience Modification Rate (EMR):

Provide your firm's EMR for the last three (3) complete years (this information is provided by your worker's comp. insurance carrier) in the format presented below. Identify if the EMR rates listed are intrastate or interstate.

Year	EMR
1-200_____	
2-200_____	
3-200_____	
3 Year Average	

( ) Intrastate ( ) Interstate

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

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

Section 6: Accounting System (4 page maximum)

Provide a detailed explanation of CONTRACTOR's job cost accounting system and methods to accurately track job costs on time and materials projects. Provide an example of job cost report and progress billing that ties back to job cost report. Job cost report shall be broken down by area, structure and/or building in the same format as the typical specifications divisions and subdivisions. The cost breakdown shall be such that the CITY can easily identify portions of the Work in their review of progress billings.

Section 7: Financial Status

CONTRACTOR's must provide one or more of the following to assist the CITY in determining the CONTRACTOR's financial condition:

1. Copy of a reviewed or audited financial statement with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable.

2. A certified Credit Report, current within thirty (30) days of the date proposals are due.
3. This credit report shall show a Dun & Bradstreet, or equal, credit risk category rating.
4. A letter from the CONTRACTOR's bank certifying their opinion of the CONTRACTOR's credit risk category rating and CONTRACTOR's current available line of credit.

CONTRACTOR must provide a letter from its Surety or Surety Broker, which certifies that CONTRACTOR's current bonding capacity is sufficient for this Work based on the CONTRACTOR's Proposal and the terms of the Agreement.

CONTRACTOR shall identify any claims filed in court or arbitration **against** CONTRACTOR in the past five (5) years, which concerned CONTRACTOR's work on a construction project. For each claim, if any, the CONTRACTOR shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). CONTRACTOR must identify and explain any pending claims against CONTRACTOR for which a loss of the claim(s), would adversely affect CONTRACTOR's financial position or ability to meet CONTRACTOR obligations if awarded the contract for this Project.

CONTRACTOR shall also identify any claims filed in court or arbitration by CONTRACTOR against a project owner in the past five (5) years concerning work on a project or payment for a contract. For each claim, if any, the CONTRACTOR shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). Contractor must identify and explain any pending claims filed by CONTRACTOR against a project owner for which a loss of the claim(s), would adversely affect CONTRACTOR's financial position or ability to meet obligations if awarded the contract for this Work.

Section 8: Conflicts of Interest (1 page maximum)

CONTRACTOR submitting a proposal must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under the Agreement. If a CONTRACTOR has no conflicts of interests, a statement to that effect shall be included in the Proposal.

Section 9: Proprietary Information (1 page maximum)

CONTRACTOR submitting a Proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the CITY once submitted. To the maximum extent allowable by law, financial information provided in Section 7 will not be made public.

Section 10: Non-Collusion Affidavit

Only one Proposal from an individual firm, partnership, joint venture (or individual members of a joint venture), or corporation, under the same or different names, will be considered. Should it appear to CITY that any CONTRACTOR is interested in more than one Proposal for the Work contemplated, all Proposals in which such CONTRACTOR is interested will be rejected. Subcontractors may participate in more than one proposal. An authorized individual of the CONTRACTOR shall sign the Non-Collusion Affidavit included in Appendix C.

Section 11: Certification of Drug-Free Workplace

An authorized individual of the CONTRACTOR shall sign the Certification of Drug-Free Workplace included in Appendix D.

Section 12: Insurance (1 page maximum)

Provide confirmation of the limits and types of insurance to be maintained as identified in Article 9 of the Design Assist Construction Agreement.

Section 13: Signature (1 page maximum)

Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer duly authorized to sign). The corporate address and state of incorporation must be shown above the signature.

Proposals by partnerships must be executed by a partner whose title must appear on the line below the signature together with evidence of authority binding all partners unconditionally to the terms and conditions of the proposal. The partnership's address and state where articles of co-partnership are filed must be shown above the signature.

All names must be typed or printed on the line with the signature, along with the address and telephone number of the CONTRACTOR's representative.

COST PROPOSAL - (To be submitted in a Separate Sealed Envelope with CONTRACTOR's Proposal)

The CONTRACTOR's Cost Proposal shall include the following information:

- CONTRACTOR's Guaranteed Maximum Price (GMP) to complete all of the Work in accordance with this RFP, CITY's proposed Design-Assist Agreement and all Addenda issued.
- A Cost Breakdown of the CONTRACTOR's GMP to complete the Work shall be provided. The cost breakdown shall be by area or structure and broken down by typical specification division and subdivisions or other logical divisions of the Work. The cost breakdown shall include all proposed testing to be completed. CONTRACTOR shall have separate costs shown for Project Management/Administration and Direct Job
- Overhead (see Exhibit A of the Agreement for further definition of Project Management and Direct Job Overhead costs allowed). Mobilization, markup fees, bonds, insurance, and other general costs shall be prorated to each breakdown cost item. This Cost Breakdown will only be used in the CITY's evaluation process of CONTRACTOR's proposal and will not be used after the Agreement is executed.
- CONTRACTOR's list of allowances, assumptions, clarifications, schedule, suggested Design-Assist Construction Agreement edits, or additions, suggested unit prices or the like which are the basis for the CONTRACTOR's GMP.
- Hourly Field Labor Rate Table which shows all direct labor costs for each worker classification anticipated to be used by CONTRACTOR in completing the Work. Hourly Field Labor Rate Table shall be in the same format as draft Table A-1 found at the end of Exhibit A of the Agreement.
- Hourly Labor Rate Table for all Management and Administrative labor anticipated to be used by CONTRACTOR in completing the Work. Hourly Labor Rate Table for all Management and Administrative labor shall be in the same format as draft Table found in Item 2.3 of Exhibit A of the Agreement.
- Equipment Rate Table for all CONTRACTOR-owned equipment anticipated to be used by CONTRACTOR in completing the Work. Equipment Rate Table shall be in the same format as draft Table found in Item 2.5 of Exhibit A of the Agreement. Please show manufacturer, model and size/capacity of each equipment item listed.
- CONTRACTOR's proposed Mark-up percentages for general overhead and profit shall be in the same format as draft Table found in Item 4 of Exhibit A of the Agreement.
- CONTRACTOR's proposed sharing of the difference between the total cost of the Work, plus the Contractor's Markup, and the GMP if the project is completed for less cost than the GMP (see paragraph 5.1 of the Design Assist Construction Agreement).

SCHEDULE

The anticipated preliminary planning schedule for this Project is included in Appendix B. The following are key milestones for the selection process:

RFP Issued:	**March 29th, 2013**
Mandatory Pre-Proposal Meeting:	**April 10th, 2013 (at 10:30 am)**
Deadline for Questions:	**April 19th, 2013 (by 5 pm)**
Proposals Due:	**April 30th, 2013 (by 3:00 pm)**
Evaluation of Proposals:	**May 1st, 2013 – May 14th, 2013**
Selection of Successful Proposal and Contract Negotiations:	**May 15th, 2013 – June 12th, 2013**
Contractor Submit Executed Agreement, Bonds, & Insurance:	**June 13th, 2013**
Earliest Anticipated Contract Award:	**July 17th, 2013 (City Council Meeting)**

PRE-PROPOSAL MEETING

Proposers are required to attend a mandatory Pre-Proposal meeting and job site tour, which will be held at the Dry Creek Wastewater Treatment Plant, 1800 Booth Road, Roseville CA. At this meeting, representatives of CITY and Engineer will discuss the RFP Documents, site constraints, sequence of Work, and other items specific to this Project. A Project walk-through will follow. A sign-in sheet will be available up until the start of the meeting; date and start time for this meeting is provided above under paragraph Schedule. **Attendance at the entire pre-proposal meeting and walk-through is mandatory for proposing on this Project.** A Proposal received from CONTRACTOR who did not sign the sign-in sheet and attend the meeting and walk-through will be returned to that CONTRACTOR unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The CITY will transmit to all recipients of complete sets of the RFP Documents who attended the pre-proposal meeting such Addenda as CITY considers necessary in response to questions raised at the meeting and walk-through. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective.

Questions regarding the RFP Documents and/or proposed Work must be received in writing by April 19, 2013. This is to allow sufficient time to distribute questions and provide answers to all prospective firms. All questions should be directed to Dennis Dong, AIA, Calpo Hom & Dong Architects, by email at **ddong@chdarchitects.com**. All emails sent to Calpo Hom & Dong Architects should request a delivery receipt for verification of receipt.

Address written questions to:

Calpo Hom & Dong Architects
2120 20th Street
Suite 1
Sacramento, CA 95818
Attn: Dennis Dong, AIA

SUBMITTAL OF PROPOSAL

CONTRACTOR shall submit eight copies of the proposals to:

City of Roseville, Environmental Utilities Department
c/o City Clerk
311 Vernon Street
Roseville, California 95678
Attn: Ed Winston, P.E., Associate Engineer

Sealed Proposals will be received at the Office of the City Clerk until 3:00 pm on April 30th, 2013. Proposals received after 3:00 pm will be declined.

PROPOSAL TERMS AND CONDITIONS

The CITY will not pay any costs incurred by the CONTRACTOR in preparing or submitting the proposal. The CITY reserves the right to modify or cancel, in part or in its entirety, this RFP. The CITY reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

DESIGN ASSIST CONSTRUCTION AGREEMENT

(BOUND SEPARATELY)

APPENDIX B (RFP)

KEY PROJECT MILESTONES

Project Milestone	Completion
Contractor Notice to Proceed	Start of Contract Time
Obtain plan approval and building permit(s) from City of Roseville Building Department	October 25, 2013
Overall Project Substantial Completion (SC)	June 25, 2014
Record Drawings	July 25, 2014

APPENDIX C

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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

_____

(Signature of Declarant)

END OF DOCUMENT

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

APPENDIX D

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

I. The CONTRACTOR certifies that it will or will continue to provide a drug-free work place by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's work place and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the work place;

2. The CONTRACTOR's policy of maintaining a drug-free work place;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;

D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the Contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five (5) calendar days after such conviction;

3. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than four (4) hours after the incident.

E. Notifying the CITY in writing within ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free work place through implementation of Paragraphs A, B, C, D, E, and F.

II. The CONTRACTOR may insert in the space provided below the site(s) for the performance of work done in connection with this Contract:

Place(s) of Performance: (Street address, city, county, state, zip code).

CONTRACTOR

_____

(Signature)

_____

(Date)

END OF DOCUMENT