



Ironhouse Sanitary District
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
WATER RECYCLING FACILITY PHASE I IMPROVEMENTS
PROJECT NO. ISD-19-01

Issue Date: 5/16/2019

Proposal Due Date: 6/14/2019

Tyson Zimmerman
Assistant General Manager
Ironhouse Sanitary District
450 Walnut Meadows Drive
Oakley, CA 94561
Phone: (925) 809-3011
Email: Zimmerman@isd.us.com

TABLE OF CONTENTS

SECTION 1 INTRODUCTION

- 1.1 Background
- 1.2 Brief Description of District's Water Recycling Facility Phase I Improvements Project
- 1.3 Inquiries and Request for Additional Information
- 1.4 Definitions of Terms
- 1.5 Schedule

SECTION 2 CONSTRUCTION MANAGEMENT SCOPE OF SERVICES

SECTION 3 PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

- 3.1 Professional Services Agreement
- 3.2 District's Right to Amend
- 3.3 Selected Respondent's Refusal to Execute

SECTION 4 PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

- 4.1 Distribution List
- 4.2 Deadline for Submittal of Written Questions
- 4.3 Addendum/Addenda to this RFP
- 4.4 Acknowledgment of Receipt of Addendum

SECTION 5 PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

- 5.1 Proposal Format
 - 5.1.1 Proposal Organization
 - 5.1.2 Title Page
 - 5.1.3 Proposal Authorization
 - 5.1.4 Transmittal Letter
 - 5.1.5 Table of Contents
 - 5.1.6 Executive Summary
 - 5.1.7 Pricing Proposal
 - 5.1.8 Respondent Qualifications and Experience
 - 5.1.9 Respondent Client References
 - 5.1.10 Sub-Consultants
 - 5.1.11 Prior Litigation / Claims
 - 5.1.12 Financial and Related Information
 - 5.1.13 Proposed Approach
 - 5.1.14 Performance Criteria
 - 5.1.15 Proposal Organization Checklist
 - 5.1.16 Discretionary Supplemental Materials
 - 5.1.17 Miscellaneous Procedures
- 5.2 Proposal Submittal
 - 5.2.1 Proposal Due Date
 - 5.2.2 Proposal Delivery
 - 5.2.3 Proposal Submission
- 5.3 Proposal Withdrawal
- 5.4 Irregular Proposals
- 5.5 District's Right to Reject or Terminate RFP

SECTION 6 PROPOSAL EVALUATION AND SELECTION PROCESS

- 6.1 Selection Committee
- 6.2 Evaluation Process
- 6.3 Interviews
- 6.4 Selection Process
- 6.5 Right to Protest
- 6.6 Post Approval Procedures

SECTION 7 CONDITIONS GOVERNING THIS RFP

- 7.1 Confidentiality
- 7.2 Insurance
- 7.3 Applicable Laws/Miscellaneous

Attachments

- Exhibit A Project Description
- Exhibit B Bid Documents
- Exhibit C Draft Project Schedule
- Exhibit D Form of Professional Services Agreement
- Exhibit E Acceptance of Form of Professional Services Agreement
- Exhibit F Acknowledgement of Receipt of RFP Form
- Exhibit G Proposal Organization Checklist
- Exhibit H Proposal Authorization
- Exhibit I Acknowledgment of Addendum

REQUEST FOR PROPOSALS

SECTION 1. INTRODUCTION

1.1 Background

As provided in this Request for Proposal (“RFP”), the Ironhouse Sanitary District (“District”) seeks competitive proposals (“Proposals”) from highly qualified construction managers, to serve as the District’s Construction Manager (“CM”) for the District’s Water Recycling Facility Phase I Improvements Project in Oakley, California (the “Project”). The selected Consultant must have experience in providing construction management services, and will provide construction administration; schedule management; RFI coordination; Change Order management; as-built record review; submittal management and review; construction observation including any necessary special inspections, coordination of system outages as required, punch list and closeout, monthly progress reporting, and warranty period review.

The Consultant will work closely with ISD staff and ISD’s design consultant, and should be prepared to begin work immediately upon award of contract.

A detailed Project Description is contained in Exhibit A. The Bid Documents is contained in Exhibit B. The Draft Project Schedule is contained in Exhibit C. The Professional Services Agreement whereby the CM will perform its Services is contained in Exhibit D.

1.2 Brief Description Of The District’s Water Recycling Facility Phase I Improvements Project:

The Project includes construction of a liquid aluminum sulfate storage and feed system, replacement of odor control biofilter media, and installation of various process piping and electrical improvements to support retrofits of primary screening and screening handling equipment performed by the original equipment manufacturer at the existing ISD water recycling facility.

The estimated construction value for the work is \$2,100,000. The Alum Storage and Feed Facility component of the project shall be operational by October 31, 2019. The project as a whole shall achieve final completion within 270 calendar days of the Notice to Proceed.

Inquiries and Request for Additional Information

All written inquiries and requests for additional information pertaining to this RFQ, any Addendum, or any matter relating to Architect selection process, must, unless otherwise identified in an Addendum, be directed to:

Tyson Zimmerman
Assistant General Manager
Ironhouse Sanitary District
450 Walnut Meadows Drive
Oakley, CA 94561
Phone (925) 809-3011
Email Zimmerman@isd.us.com

A complete RFP package may be obtained from the District’s Administrative offices by phone, fax or email.

1.3 Definitions of Terms

This section contains definitions that are used throughout this RFP, including appropriate abbreviations as indicated.

“Addendum/Addenda” is any and all amendments to this RFP and any and all responses to written questions regarding this RFP issued by District in a written format and incorporated by reference into this RFP.

“Board” is the District’s governing body.

“District” is the Ironhouse Sanitary District.

“CM” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that is a potential Respondent to this RFP.

“Distribution List” is the list of interested parties to be used by the District to notify potential Respondents of the availability of any and all Addenda prepared by District. It is each Respondent’s sole responsibility to ensure that it has obtained and reviewed all information available on the RFP ftp website, and has obtained all Addenda issued by District.

“Professional Services Agreement” or **“PSA”** is the Professional Services Agreement, including Appendices, initially in form attached hereto as Exhibit D, to be executed by District and the Selected Respondent. The Selected Respondent shall execute a single Professional Services Agreement for the provision of Construction Management services.

“Project” is the District’s Water Recycling Facility Phase I Improvements Project, more particularly described in Sections 1.2 and 1.3, above.

“Project Manager” is person authorized by District to manage or administer the RFP process and to whom all communications, both written and oral, shall be directed during the RFP issuance, evaluation and selection process.

“Qualification” is a written response to this RFP, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFP.

“Request for Qualifications/Proposals” or **“RFP”** is any and all documents comprising this RFP package, including those documents and attachments hereto and any and all Addendum/Addenda which District may issue.

“Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFP.

“Selected Respondent” is a Respondent selected and approved by the Board to execute the Professional Services Agreement.

“Services” are the construction management services, other work and services, and equipment and materials to be furnished by CM under the Professional Services Agreement.

1.4 Schedule

District anticipates following the following schedule for certain activities in relation to this RFP.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	District	5/16/2019
Submittal of Written Questions Deadline	Potential Respondents	6/4/2019
Addendum response to Distribution	District	6/7/2019

List/RFP amendments

Proposals Due	Potential Respondents	6/14/2019
Respondent recommendation	District	7/1/2019
Selected Respondent Approval	Board	7/16/2019
Commencement of Services Under PSA	District/Selected Respondent	7/22/2019

District reserves the right to modify this schedule at any time at its sole discretion.

SECTION 2. CM SCOPE OF SERVICES

2.2 If the District elects to enter into a Professional Services Agreement with a Respondent for construction management services, the successful Respondent (“**CM**”) will be expected to perform those construction management functions set forth in Exhibit D, Professional Services Agreement, including but not limited to the following.

2.2.1 CM will review the project cost estimate, preliminary schematic design drawings, and other materials made available on the District’s RFP website, together with the elements of the program selected by the District and included in its application.

2.2.2 CM will review and confirm the accuracy of the project budget prepared by the District and included in its Application.

2.2.3 CM will review and confirm the feasibility of durations contained in the Milestone Schedule prepared by the District and included in its Application.

2.2.4 MEETINGS. Weekly the District, Construction Manager, and other parties shall meet to review and discuss progress, problems, and activities planned for the next interval.

2.3 Additionally, if the District elects to enter into a Professional Services Agreement with a Respondent for construction management services, CM will be expected to perform construction management services including, but not limited to those services enumerated in Exhibit D, Professional Services Agreement.

2.4 CM shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect any necessary changes to the Services, CM’s compensation, etc.

SECTION 3. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

This RFP and attached form of Professional Services Agreement define the District’s basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

3.1 Professional Services Agreement

District will expect the Selected Respondent to execute the attached form of Professional Services Agreement for the Construction Manager services, with only such changes as District may approve in its sole discretion. Respondents should indicate any objections or requested changes to the form in their Proposals.

Each Respondent shall sign the Acceptance of Form of Professional Services Agreement (“**Acceptance**”) in the form attached hereto as Exhibit E, with the fixed price otherwise indicated in the Respondent’s Proposal. Any requested modifications to the form of Professional Services Agreement must be indicated

by checking the appropriate box in Exhibit E and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

3.2 District's Right to Amend

District reserves the right to make such modifications or additions to the form of Professional Services Agreement attached as Exhibit D to this RFP, as District may elect in its sole discretion prior to the execution thereof, and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, District reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

3.3 Selected Respondent's Refusal to Execute

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached as Exhibit D to this RFP, as modified by its Proposal, District may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists, or exercise any other available right.

SECTION 4. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by District, potential Respondents must follow guidelines specified in this section. Only information supplied by District in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

4.1 Distribution List

Potential respondents may email the Acknowledgment of Receipt of RFP Form ("**Acknowledgment of RFP**") attached as Exhibit F to this RFP to have their names placed on the Distribution List for this RFP, which will be used for the distribution of any and all notices issued by District. Potential respondents are therefore encouraged to return the Acknowledgment of RFP to the Project Manager as soon as possible. However, it remains Respondent's sole responsibility to ensure that Respondent has obtained all Addenda.

4.2 Addendum/Addenda to this RFP

District reserves the right to interpret or change any provisions of this RFP at any time. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFP.

Additionally, District may prepare answers, in the form of an Addendum to this RFP, to questions addressed by District and as District otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFP will be posted on the District's RFP website. Courtesy notification will be sent to all parties whose names are on the Distribution List. Any Addendum issued by District may also be obtained in person from the office of the Project Manager. It is sole responsibility of Respondent to ensure that it obtains all Addenda and acknowledges receipt of all Addenda in its Proposal.

4.3 Acknowledgment of Receipt of Addendum

Each Respondent is responsible to inquire as to the Addendum/Addenda issued by District. All Addenda shall become part of this RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign the Acknowledgment of Addendum Form ("**Acknowledgment**") attached to this RFP as Exhibit I, and return the Acknowledgment Form with their Proposal Form. Failure to return the Acknowledgment Form shall constitute a presumption of withdrawal from the qualification process.

SECTION 5. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFP and attached form of Professional Services Agreement define the District's basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

5.1 Proposal Format

The Proposal shall be clear and concise to enable District to make a thorough evaluation as to whether the Proposal meets District's requirements. Proposals must include a detailed Table of Contents that is consistent with Section 5.1.1 of this RFP. All forms attached to and supplementary materials requested in the Exhibits to this RFP must be thoroughly completed, clearly labeled, and included in the appropriate section of the Proposal, pursuant to Section 5.1.1.

Each Respondent may only submit one Proposal in response to this RFP. For purposes of this RFP, a Respondent is defined to include a parent corporation of the Respondent and any other subsidiary of that parent corporation. If a Respondent submits more than one (1) Proposal, all Proposals from that Respondent shall be rejected.

5.1.1 Proposal Organization

Each Proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any Proposal that does not conform to these minimum requirements may be deemed non-responsive and rejected on that basis, in District's sole discretion.

Section 1: Proposal Summary

- Title Page
- Proposal Organization Checklist
- Transmittal Letter
- Executive Summary
- Respondent Qualifications and Experience
- Respondent Client References
- Proposal

Section 2: Response Forms

- Proposal Authorization
- Acknowledgment of Addendum Form(s)
- Acceptance of Form of Professional Services Agreement, including any proposed modifications

Section 3: Discretionary Supplemental Materials

- Explanation of relevancy of discretionary supplementary materials
- Any desired materials

5.1.2 Title Page

In a one-page cover, identify the Respondent, Project and Services, the date of Proposal submittal, the services to be performed and the principal place of business of each, and the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification.

5.1.3 Proposal Authorization

Prepare and sign the Proposal Authorization in form attached to this RFP as Exhibit H (“**Authorization**”). Signature of the Authorization shall constitute acceptance of the Conditions Governing this RFP pursuant to Section 7.3.

5.1.4 Transmittal Letter

Include a Transmittal Letter clearly stating the Respondent's intent to enter into a Professional Services Agreement with District for the Services as defined in this RFP and any and all Addendum/Addenda hereto. The Transmittal Letter must, as a minimum:

- Identify the date of the Proposal.
- Identify the Respondent by proposed individuals, and the legal structure of each, and the principals of the firm/organization.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person authorized to negotiate for and contractually obligate the Respondent pursuant to all terms and conditions stated in the Proposal.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification, if different from above.
- Indicate that it is being signed by the person(s) authorized to obligate the Respondent contractually.

5.1.5 Table of Contents

Each Proposal must provide in Section 1 a detailed Table of Contents for the entire Proposal submittal package.

5.1.6 Executive Summary

The Executive Summary provides an overview of Respondent's Proposal.

The Executive Summary should identify, at a minimum, a summary of Respondent's explanation of why Respondent believes Respondent's firm is most qualified to be selected for this Project, and any additional information Respondent deems particularly important.

5.1.7 Pricing Proposal

All Respondents shall provide a Pricing Proposal which identifies a not-to-exceed price for all “Basic Services” work under the PSA. The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

- 5.1.7.1 PRICING PROPOSAL. A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
- 5.1.7.2 REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed proposed price.
- 5.1.7.3 ADDITIONAL SERVICES. Billing rates for additional services.

5.1.7.4 OVERTIME. Overtime must be included in Respondent's not-to-exceed proposed price.

5.1.7.5 TRAVEL. Travel time must be included in Respondent's not-to-exceed proposed price.

5.1.7.6 SIGNATURE. The handwritten signature of the Respondent.

5.1.8 Respondent Qualifications and Experience

District is seeking as its CM an experienced and highly regarded professional who has demonstrated a capacity to perform services similar to the Services on a cost-effective basis. Respondents must propose staff who will perform day-to-day Project Services, not senior personnel who have other, substantial responsibilities.

Respondent shall provide a detailed resume for each of the key staff who will be responsible for any services for this Project. The resumes shall include the individual's name, address, telephone, facsimile, email address, their professional qualifications, and number of years in business as well as previous firm names during the past ten years, and education, years of relevant experience, professional registrations including evidence of valid applicable licensure, and at least three examples of services pertinent to determining qualifications for the CM.

Each Respondent shall include a statement identifying the proposed CM firm, its legal structure (i.e. corporation, partnership, limited partnership, or joint venture), its managerial personnel and its proposed team members. If the proposed CM is a partnership, limited partnership, joint venture or other association, the Respondent must provide a listing of all of the partners, general partners, venturers or association members known at the time of Proposal submission who will participate in the Services. Respondent shall identify the most recent experience for the proposed CM personnel. The Proposal should focus on primary and related experience.

The Proposal must describe the relevance and importance of each project in relation to the Services and key individuals available for this Project. Respondent shall describe how this experience qualifies these parties to accomplish their proposed roles in the Project.

For each employee included in one of the three discipline categories, provide the following: the employee's name, state of residence, and if the employee is a California licensed Architect, their discipline and license number. Resumes with this information are sufficient.

Substitution of personnel named in the Proposal during the Proposal process or during performance of the Services shall require the District's written approval. Respondents shall submit a written request for the substitution, including the reason for the requested substitution and a detailed resume for the new proposed person demonstrating that he or she meets the minimum requirements for the position. The substituted personnel must, in the District's opinion, meet the minimum qualifications for the position being filled. Failure to obtain the District's approval of substituted personnel within 15 days of the effective date of the substitution will result in liquidated damages to be specified in the Professional Services Agreement.

5.1.9 CM Client References

Provide references for the three most recent and/or relevant projects in which Respondent performed services similar to the Services for the Project and which Respondent wants District to consider in evaluating its Proposal. List projects which have been completed, or as a minimum, are substantially completed. For each project, (a) provide a description of project and services performed, to support the claim it is similar to the proposed Project; (b) provide a client/owner contact person, title, address and telephone number; and (c) identify key staff on the project, including principal construction manager and other key personnel.

5.1.10 Prior Litigation / Claims

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

5.1.11 Financial and Related Information

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. To be considered qualified, Respondent must submit audited and/or reviewed financial statements for the most recently completed three fiscal years.

Respondent must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

5.1.12 Proposed Approach

Provide a description of your technical approach to providing services to the District for this Project.

5.1.13 Performance Criteria

Describe how your firm is organized to provide the services to perform this Project.

Describe the major strengths of your firm.

Describe the major difficulties that you might expect to encounter in conducting and coordinating this Project to ensure that the District receives high quality design and construction. Describe the methods you would use to overcome these difficulties.

Describe Respondent's ability to perform the Services within the schedule outlined herein.

Describe your firm's claims experience.

5.1.14 Proposal Organization Checklist

Complete the Proposal Organization Checklist attached as Exhibit G to this RFP to help ensure that all of the requested information is included in the prescribed format.

5.1.15 Discretionary Supplemental Materials

Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Marketing brochures (if applicable to the specific Services for this Project) may be provided as a separate submittal.

5.1.16 Miscellaneous Procedures

Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

District may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for District to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Proposals and accompanying documentation submitted by Respondents become the property of District and, except as otherwise provided in this RFP, will not be returned.

5.2 Proposal Submittal

5.2.1 Proposal Due Date

Sealed Proposals must be received by the office of the Project Manager before the hour of 4:00 p.m. on Friday, June 14, 2019.

5.2.2 Proposal Delivery

Respondent shall provide an electronic response via e-mail in addition to the written Proposal submittal. The electronic Proposal shall be considered the legal response. District may consider but is not obligated to provide a hard copy version of this RFP.

Hard copy proposals may be submitted on 8½" x 11" paper in vertically bound form, either loose-leaf, spiral, or comb-bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper, 11" x 17" preferred, is permissible only for plans, charts, spreadsheets and other exhibits. Proposals may be submitted by hand delivery, U.S. Mail or other courier service. U.S. Mail takes extra time for delivery since it goes through the District's central distribution center before going to the specific department.

The Project Manager or its delegate will be responsible for determination if a Proposal is received on time. That decision will be final and no further consideration of late Proposals will be given. Any late Proposals will be returned unopened to the Respondent only upon request.

Proposals may not be amended after submission.

5.2.3 Proposal Submission

5.2.3.1 It is the sole responsibility of Respondent to see that its Proposal is received in proper time.

5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal,

and to the conditions affecting the award of contract.

5.2.3.3 If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals shall be rejected.

5.2.3.4 All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.

5.2.3.5 Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

5.3 Proposal Withdrawal

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date and time specified in Section 5.2.1 for receipt of Proposals. The Respondent must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

5.4 Irregular Proposals

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind. If the Proposal amount is changed after the amount is originally inserted, the change must be initialed.

5.5 District's Right To Reject or Terminate RFP

District expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or to request new Proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Professional Services Agreement.

SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 Selection Committee

District will appoint a Selection Committee to review and evaluate all Proposals; contact Respondents as required; request a Respondent to modify its proposed modifications to the Professional Services Agreement; and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may consist of District staff and others designated by District.

District reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFP and selection process.

District reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFP, to waive any defects as to form or content of this RFP, or to reject any or all Proposals.

6.2 Evaluation Process

Proposals will be evaluated on a comparative, competitive, qualification basis, based upon the RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, and the offered price. Specific evaluation criteria will include:

- The ability, capacity, and skill of the Respondent to perform the Professional Services Agreement and perform the Services;
- The type of Services needed by the District in light of the nature of the project and budgetary issues;
- The wastewater treatment facility experience of Respondent;
- The years, number and types of projects the Respondent has previously worked on;
- The ability of the Respondent to effectuate the Services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims / litigation experience;
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects;
- Any other factor deemed to be relevant, in the District's sole discretion.

During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Proposals will not be ranked based solely on cost. The Selection Committee shall make its decision based on committee members' analysis and assessment of each Proposal's positive, neutral, and negative attributes.

The process, procedures and evaluation criteria used by District staff and the Selection Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board shall be determined in the sole discretion of the District. Respondents shall have no rights whatsoever regarding the processes and procedures used by the District relating to this RFP or the manner in which a Respondent is selected by either the Selection Committee or the Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

District reserves the right to conduct its own due diligence of the Respondent member prior to selection of a Selected Respondent including, without limitation, reference checks under RFP Section 5.17.

6.3 Interviews

The District, in its sole discretion, may prepare a short list of Respondents for interviews. Respondents who are invited to attend an interview will be notified in writing. Only the actual personnel who will be responsible for the Services should come to the interview.

If requested by District, qualified Respondents may be required to present their Proposals to the Selection Committee and submit to oral questions.

The Project Manager or other applicable District personnel will schedule the interviews in the month of June, 2019 at the District's offices, or at such other time and/or location indicated by the District. Each Respondent should prepare a presentation not to exceed 45 minutes. Each Respondent is responsible for any special equipment required for the presentation. Projection equipment will be available in the District's conference room upon advance request by Respondent. The total time allowed for each Proposal interview shall be 45 minutes, including set-up and questions and answers.

The interviews shall be solely for the benefit of the District and shall not be open to the public or to other Respondents.

The District reserves the right to visit any Respondent at its place of work and/or at to visit projects completed or under construction for which Respondent provided design and/or construction management services.

6.4 Selection Process

Based on the results of the evaluation process, District staff will recommend a Respondent to the District's Board. District staff will identify the Selected Respondent to be recommended to the Board, and will use reasonable efforts to deliver notice to each Respondent who submitted Proposals no later than the business day after posting, although any delay or failure to do so will not extend the Proposal protest period described below.

The Board, in its sole discretion, may either approve, reject, or approve or reject with conditions, the District staff's recommendations. District reserves the right to modify the Proposal criteria outlined in this RFP.

Respondents to this RFP are instructed not to contact elected officials, District staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at District's sole discretion, result in dismissal from further consideration.

6.5 Right to Protest

Respondents that the District otherwise determines are responsive and responsible have the right to protest; protests from any other Respondent will not be considered. Any protest must be delivered to the Ironhouse District's Office at 450 Walnut Meadows Drive, Oakley, California 94561, Attn: Tyson Zimmerman, by 4:00 pm of the 7th calendar day following District staff's identification of the Selected Respondent to be recommended to the Board, and satisfy the following requirements:

- a. The initial protest must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are a Respondent's sole and exclusive remedy in the event of a Proposal protest. Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Respondent may not rely on a protest submitted by another Respondent, but must timely pursue its own protest.

6.6 Post Approval Procedures

The Professional Services Agreement will be finalized promptly following Board approval of a final CM. In the event that the approved CM fails or refuses to sign a Professional Services Agreement acceptable to the District, District reserves the right to finalize a Professional Services Agreement with another qualified Respondent without undertaking a new RFP process, or exercise any other available right. The time for awarding the contract may be extended by the District.

SECTION 7. CONDITIONS GOVERNING THIS RFP

7.1 Confidentiality

District has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by District until after District has executed a Professional Services Agreement with the Selected Respondent. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, District will make a decision based upon applicable laws.

District shall notify Respondent of any materials or information that District does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

7.2 Insurance for Water Recycling Facility Phase I Improvements Project

As set forth in Professional Services Agreement Appendix E, insurance coverage shall be at least as broad as:

- 7.2.1 General Liability: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.2.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 7.2.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.
- 7.2.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of \$2,000,000.00 per claim and in the aggregate.

7.2.5 Additional Insured Endorsements: The CM shall name the District, the District's board members, and their respective officials, officers, directors, agents and employees as additional insureds on their commercial general liability and automobile insurance policies.

7.3 Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization, stating their agreement to comply with the following terms and conditions of this RFP:

- a. The Selected Respondent shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The Selected Respondent shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- c. All Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, District, and municipal entities, relating to the Project.
- d. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Solano and the State of California.
- e. All data and information provided by District or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless District from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFP. District expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission..

LIST OF ATTACHMENTS

Exhibit A	Project Description
Exhibit B	Bid Documents
Exhibit C	Draft Project Schedule
Exhibit D	Form of Professional Services Agreement
Exhibit E	Acceptance of Form of Professional Services Agreement
Exhibit F	Acknowledgement of Receipt of RFP Form
Exhibit G	Proposal Organization Checklist
Exhibit H	Proposal Authorization
Exhibit I	Acknowledgement of Addendum

PROJECT DESCRIPTION

**IRONHOUSE SANITARY DISTRICT WATER RECYCLING FACILITY PHASE I IMPROVEMENTS
450 WALNUT MEADOWS DRIVE, OAKLEY, CA 94561**

I. DESCRIPTION OF THE PROJECT

The Project includes construction of a liquid aluminum sulfate storage and feed system, replacement of odor control biofilter media, and installation of various process piping and electrical improvements to support retrofits of primary screening and screening handling equipment performed by the original equipment manufacturer at the existing ISD water recycling facility.

The estimated construction value for the work is \$2,100,000. The Alum Storage and Feed Facility component of the project shall be operational by October 31, 2019. The project as a whole shall achieve final completion within 270 calendar days of the Notice to Proceed.

II. SCOPE OF WORK

The Consultant is expected to provide the requested services necessary during construction of the Project. Throughout the duration of the Project, the Consultant shall meet with ISD staff to provide necessary updates and seek input as needed to implement the work.

The selected Consultant shall thoroughly review existing bid documents to become familiar with the Project. The selected consultant shall perform the following services:

1. PRECONSTRUCTION ACTIVITIES

Consultant shall prepare the agenda for and lead the preconstruction meeting. Consultant shall coordinate with the Contractor regarding items to be submitted at the preconstruction meeting. Consultant shall also prepare a preliminary submittal list, and provide this list to the Contractor at the meeting.

2. CONSTRUCTION ACTIVITIES

A. Construction Administration

Consultant shall provide administration and coordination throughout construction of the Project, shall serve as the Project Coordinator and the point of contact for all communications, and shall coordinate activities of ISD, the design consultant, and the Contractor. All substantive communications between Consultant and the Contractor shall be in writing.

Consultant shall establish, implement and maintain a document management system that shall maintain and track all correspondence, documents, submittals, change orders, reports and other administrative matters related to the Project. ISD shall have access to the documentation system. At the conclusion of the Project, Consultant shall provide an indexed, pdf library of all documents that are stored in the document management system.

Consultant shall provide Project information to ISD as requested to assist ISD in the preparation and issuance of any Project information to the public.

Consultant shall prepare a monthly project summary report updating ISD on the status of construction and documenting key issues, and any issue resolutions that arose during the prior month.

B. Progress Meetings

Consultant shall prepare for, lead, and prepare minutes from weekly progress meetings and other construction meetings required during the Project. Consultant and Contractor shall attend meetings in person, and Consultant shall provide a standing conference number for other attendees, including the Design Consultant.

C. Schedule Review

Consultant shall review and provide written comments on the Contractor's initial schedule and, when all comments are addressed, shall accept the initial schedule. Consultant shall review regular schedule updates. Consultant shall identify when progress is not being completed in accordance with the schedule, provide updates to ISD, and communicate with the Contractor regarding action plans that are required to assure that the Contractor maintains sufficient progress.

D. Submittals

Consultant shall develop and maintain an up-to-date log of submittals and shop drawings, and shall perform an initial check of submittals for general conformity with the contract requirements. If obvious deficiencies are apparent in the submittal, Consultant shall return the submittal to the Contractor for correction before distributing to other parties. Consultant shall distribute submittals for review and action by the appropriate parties, including the Design Consultant, shall review all responses, and shall provide consolidated responses to the Contractor.

E. Requests for Information and Clarifications

Consultant shall log and track Requests for Information (RFIs) and clarifications (RFCs). If the RFI or RFC is not valid, the request will be returned directly to the Contractor. Any valid RFIs or RFCs shall be answered by Consultant or routed to the appropriate party, including the Design Consultant. Consultant shall provide a consolidated written response to the Contractor.

F. Change Orders

Consultant shall manage the Project to minimize ISD's cost exposure to changes. Consultant shall review change order requests, involve the Design Consultant as needed and make recommendations to ISD concerning approval or denial of Contractor-initiated change orders, and prepare a written response to the Contractor responding to each change order request.

Consultant shall negotiate change orders with the Contractor and recommend final negotiated change order values for approval by ISD. Consultant shall prepare change orders in a form acceptable to ISD for execution by the District and the Contractor.

For changes completed on a time and materials basis, Consultant shall obtain from the Contractor records of the cost of labor, materials, and equipment and the amount of payments to Sub-contractors incurred by the Contractor in performing the work, as backup documentation for the change order negotiation.

G. Progress Payments

Consultant shall review the initial cost breakdown prepared by the Contractor and work with the Contractor to develop a mutually agreeable schedule of values.

Consultant shall review payment applications submitted by the Contractor and shall determine whether the application is complete and accurate. When the application for payment is acceptable to Consultant, Consultant shall forward the payment request to ISD for final review and processing.

H. Field Observation

Consultant shall monitor the quality of the construction and compliance with the Contract Documents. Consultant services shall include field inspection/observation, and confirmation that materials and equipment are handled, stored and installed properly and meet the requirements of the Contract Documents.

Consultant shall advise ISD of any deviations, defects or deficiencies that Consultant observes during construction of the Project, and shall make recommendations to ISD about acceptable corrective actions.

Consultant shall prepare detailed daily inspection reports including photographic documentation of the Project site prior to and during construction.

Consultant shall perform special inspections as required by the Contract Documents. Inspections may include, but are not limited to, electrical installations, cathodic protection, concrete, rebar, concrete anchors, soils testing, and environmental compliance.

I. Record Documents

Consultant shall maintain a record set of Contract Documents, as developed by the Contractor, to track changes due to RFIs, Clarifications, Change Orders and field adjustments. Consultant shall also evaluate the Contractor's record documents on a monthly basis for accuracy and completeness.

J. System Outages

Consultant shall coordinate the System Outage Requests (SORs) provided by the Contractor for any shutdowns and tie-ins of the existing facilities.

K. Stormwater Prevention Plan (SWPPP)

Consultant shall coordinate with the Contractor and ISD on the filing of the Notice of Intent and implementation of the SWPPP, as developed by the Contractor if required for the project.

L. Testing and Training

Consultant shall coordinate training requirements and activities on all installed equipment.

M. Corrective Work Item List and Punchlist

Consultant shall prepare the Corrective Work Item list(s) with input from ISD and the design consultant. Consultant shall confirm that all items identified in the Corrective Work Item list(s) are completed prior to Substantial Completion. Consultant shall prepare a final Punchlist, and confirm that items are addressed before recommending final payment and release of retention.

3. POST-CONSTRUCTION ACTIVITIES

A. Project Completion

Consultant shall advise ISD when the Project is substantially complete, and when the Project is complete as described further under Project Closeout.

Consultant shall calculate and make a recommendation to ISD regarding assessment of liquidated damages or other offsets and withholdings from payment to Contractor.

Prior to release of final payment, Consultant shall secure, review and transmit to the ISD the required guarantees, affidavits, releases, bonds and waivers.

B. Project Closeout

Consultant shall collect and submit the following close-out documentation to the ISD: annotated Record Drawings provided by the Contractor; warranties and bonds for equipment; keys; tools, spare parts and maintenance materials; contact names, addresses, telephone numbers, fax numbers and email addresses of all contractors, vendors, and equipment suppliers, including emergency contact information.

Consultant shall provide written confirmation that the Project is complete and ready for acceptance by ISD.

Consultant shall prepare and submit a final Construction Report to ISD which shall include a final accounting of payments made to the Contractor, liquidated damages and other withholdings, adjustments made to the contract cost and time, and any unresolved disputes. Consultant shall provide written recommendations regarding resolution of any issues that remain in dispute between ISD and the Contractor at the end of the project.

Consultant shall provide all project-related documentation to ISD at the end of the Project. All documents stored in the electronic documentation system shall be provided in pdf format, and all other documentation shall be provided in paper form.

C. Warranty Coordination

Consultant shall maintain a warranty file during construction, and shall participate in the one-year warranty review with ISD. Consultant shall document any items to be repaired or replaced, and provide a written recommendation to ISD regarding remedial work to be performed or existing conditions to be accepted.

BID DOCUMENTS

[To Be Inserted]

DRAFT PROJECT SCHEDULE

EXHIBIT D

REFER TO ATTACHMENT ISD CM PROFESSIONAL SERVICES AGREEMENT.

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _____

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP as Exhibit D, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

- Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] _____ **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFP Section 3.1.
- Respondent has no proposed modifications to the Professional Services Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit F

ACKNOWLEDGMENT OF RECEIPT OF RFP FORM

In acknowledgment of receipt of this Request for Qualifications / Request for Proposal of the Ironhouse Sanitary District for Construction Management Services (“RFP”), the undersigned Respondent agrees that it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Exhibit I.

This Acknowledgment of Receipt of RFP Form must be signed and returned to the Project Manager indicated below pursuant to Section 4.1 of the RFP. Only interested parties who elect to return this Acknowledgment of Receipt of RFP Form completed with the indicated intention of submitting a Proposal will be placed on the distribution list for any and all notices regarding the RFP. The name and address provided below will be used for all written correspondence related to the RFP.

Firm: _____

Contact Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

This entity does /does not intend to respond to this RFP [check appropriate box].

Respondent must return this signed form to the Construction Services Division Director identified in RFP Section 1.2.

PROPOSAL ORGANIZATION CHECKLIST

All forms are to be completed and any materials submitted with the Proposal are to conform to the following specified format, pursuant to Section 5.1.1 of the RFP.

- SECTION 1 Proposal Summary
 - Title Page
 - Proposal Authorization
 - Transmittal Letter
 - Table of Contents
 - Executive Summary
 - Pricing Proposal (Separate Envelope Submitted at Interview)
 - Construction Manager Qualifications and Experience
 - Construction Manager Client References

- SECTION 2 Financial and Related Information
 - Financial and Related Information
 - Letter from Insurance Broker
 - Prior Claims / Litigation

- SECTION 3 Response Forms
 - Proposal Authorization, Exhibit H
 - Acknowledgment of Addendum Form(s), Exhibit I
 - Acceptance of Form of Professional Services Agreement, including any proposed modifications, Exhibit E
 - Proposal Organization Checklist, Exhibit G

- SECTION 4 Discretionary Supplemental Materials
 - Explanation of relevancy of discretionary supplementary materials
 - Supplementary materials

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the Ironhouse Sanitary District for **Water Recycling Facility Phase I Improvements Project** Construction Management Services (“RFP”) and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the District a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF ADDENDUM FORM (“ACKNOWLEDGMENT”)

TO THE IRONHOUSE SANITARY DISTRICT

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

(Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer