



Riverside County
Perris, California

SPECIFICATION NO. 1286W

**Request for Sealed Proposals
Pump Electrification
(Phase 1)**

Work Order No. 413396

A PUBLIC WORKS DESIGN/BUILD PROJECT

Contents:

**Specifications | Bidding Information | Bidding Requirements | Bid Forms | Contract Forms |
Conditions of Contract**

Paul D. Jones, II, P.E. - General Manager

***Safety is of paramount and overriding importance to
Eastern Municipal Water District***

**Visit our website at www.emwd.org to view currently advertised projects
Navigate to Construction ⇨ Construction Bid Opportunities**

REQUEST FOR PROPOSAL
Eastern Municipal Water District
HEACOCK/PETTIT AND OLEANDER BOOSTER PUMP STATIONS

Request for Sealed Proposals (RFP) for Design Build
Project for Specification No. 1286W - Pump Electrification (Phase I)

Table of Contents

	<u>Page</u>
1. INTRODUCTION	1
1.1. General Introduction	1
1.2. Project Objectives.....	3
1.3. Design Development	4
1.4. Design-Build Pricing.....	4
1.5. Organization of this RFP	5
2. GENERAL BACKGROUND INFORMATION	6
2.1. Overview of Project Scope	6
2.2. Performance Requirements	8
2.2.1. Other Project Related Documents.....	9
2.2.2 .Design/Builder Due Diligence and Investigation	10
3. DESIGN-BUILD PROCESS.....	12
3.1. Purpose and Scope.....	12
3.2. Mandatory DB Agreement Requirements.....	14
3.3. DB Agreement Administration.....	15
3.4. Warranty Period.....	15
3.5. Liquidated Damages.....	15
3.6. Security	15
3.7. Payment and Performance Bond.....	16
3.8. Insurance.....	16
3.9. Ownership and Financing	16
3.10. Subcontracting/Joint Ventures	17
3.11. Team Substitutions	17

4. SELECT DB AGREEMENT REQUIREMENTS 18

 4.1 General 18

 4.1.1. Draft DB Agreement 18

 4.1.2 Proposed Changes to the DB Agreement or Appendices 18

 4.1.3. Independent Contractor..... 19

 4.1.4. Subletting of DB Agreement..... 19

 4.1.5. Changes in Scope of Services 20

 4.1.6. Amendments to the RFP 20

 4.1.7. Objective of Request for Proposal 20

 4.1.8. Business License and Taxes 20

 4.1.9. Forum for Disputes 20

5. PROCUREMENT PROCESS..... 21

 5.1. Procurement Process and Project Implementation..... 21

 5.2. Mandatory Pre-Proposal Site Visit 21

 5.3. Requests for Clarification 21

 5.4. Proposal Evaluation..... 22

 5.4.1. Evaluation Process Overview 22

 5.4.2. Evaluation Criteria..... 22

 5.4.3. Interviews 24

 5.4.4. Reference Checks 24

 5.4.5. District Requests for Clarification or Resubmissions 24

 5.4.6. DB Agreement Negotiations..... 24

 5.5. Other Procurement Requirements 25

 5.5.1. Work for Hire..... 25

 5.5.2. Design/Builder Responsibility for Proposal Cost..... 26

 5.5.3. Substantive Proposals 26

 5.5.4. Information Disclosure to Third Parties 26

 5.5.5. California Public Records Act..... 26

 5.5.6. District Rights 27

 5.5.7. Protests..... 28

 5.5.8. Conflict of Interests 29

 5.5.9. Certifications 29

5.6. Award of DB Agreement..... 30

6. PROPOSAL SUBMITTAL REQUIREMENTS..... 31

6.1. General Requirements..... 31

6.2. Format Requirements and Organization 31

6.3. Proposal Contents..... 32

7. ATTACHMENTS.....

7.1 Attachment A – Proposal Forms

 Form PF 1 – Suggested Changes to DB Agreement

 Form PF 2 – Suggested Changes to DB Agreement

7.2 Attachment B – Draft DB Agreement Transaction Forms.....

 Form A – Non-Collusion and Pricing Verification Declaration.....

 Form B – Total Fixed Design-Build Price

 Form C – Heacock Booster Pump Station Project Cost Detail Forms.....

 Form D – Pettit Booster Pump Station Project Cost Detail Forms

 Form E – Oleander Booster Pump Station Project Cost Detail Forms.....

 Form F – Payment Bond Form

 Form G – Performance Bond Form.....

 Form H – Bid Bond

 Form I – Iran Contracting Act Certification Form

 Form J – Design/Builder Certification Forms

 Form K – Public Works Contractor Registration Form.....

 Proposal Form L – Designation of Sub-Contractors Form

 Proposal Form M – Employee Safety & Health Training Records Form.....

 Proposal Form N – Worker’s Compensation Insurance Certificate Form

 Proposal Form O – Cal/OSHA Form 300A and Contractor’s Cal/Osha Compliance History and SIC Code.....

 Proposal Form P – Insurance Forms

7.3 Attachment C – Draft Design-Build Agreement

APPENDICES

Appendix 1 Project Related Documents

- a. Approved Materials List
- b. Southern California Edison Service Plan Request.....
- c. Manufacturer’s Certification of Proper Installation.....
- d. Site Photos.....
- e. Available Record Drawings
- f. Acoustical Analysis.....
- g. Current Air Permit Heacock/Pettit Booster Pump Station
- h. Current Air Permit Oleander Booster Pump Station.....
- i. Pump Curves

Appendix 2 Governmental Approvals

Appendix 3 Design and Construction Requirements

- a. Project Design and Construction Work.....
- b. 30% Design Drawings.....
- c. Potable Water Booster Pumping Station Submittal and Design Guidelines.....
- d. District Standard Guidelines for Water System Plans.....
- e. General Conditions.....
- f. Supplemental General Conditions
- g. Special Conditions
- h. Detailed Provisions
- i. Pipe Zone Density Chart.....
- j. Safety Pre-Use Form
- k. SCAQMD Construct/Operate Permit Forms

Appendix 4 Acceptance Test

Eastern Municipal Water District Heacock/Pettit and Oleander Booster Pump Stations

Request for Sealed Proposals (RFP) for Design Build Project for Specification No. 1286W - Pump Electrification (Phase I)

1. INTRODUCTION

1.1 GENERAL INTRODUCTION

This document is a Request for Proposal (RFP) for the Eastern Municipal Water District (District) Pump Electrification (Phase I) Design-Build Project (Project), for Specification No. 1286W. This RFP is the second portion of a two-step procurement process being conducted by the District. The first step of the procurement process consisted of the issuance of a Request for Qualifications (RFQ) and the selection of the Short-Listed Design/Builder Teams. The second step consists of the solicitation of proposals for the Project, proposal evaluation, selection of a Design-Build contractor and subsequent, notice of award, and the execution of the design-build agreement (the “DB Agreement”) for the Project.

This RFP is being issued by the District to the respondents that previously had been short-listed. The respondents were short-listed based on the District’s evaluation of the Statements of Qualifications (SOQs) submitted in response to the RFQ issued by the District.

The Short-Listed Design/Builder Teams are:

Company Name	Address	Contact/Email	Phone
W. M. Lyles Co.	42142 Roick Drive Temecula, CA 92590	Robert Saleen psaleen@wmlylesco.com	(951) 973-7393
J. R. Filanc Construction Company, Inc.	740 North Andreasen Drive Escondido, CA 92029	Norbert Schulz nschulz@filanc.com	(760) 941-7130

This RFP solicits Proposals to:

- Progress the District’s Preliminary Design (30%) concept for the Project provided within this RFP in accordance with the DB Agreement’s Design and Construction Requirements and prepare, submit and obtain approvals from the District of a 30% Design, a 60% Design, a 90% Design, and a Final Design consistent with the requirements of this RFP.

- Conduct all permitting activities as required to complete a Final Design and to obtain all legal entitlements necessary to construct, start-up, and test the Project consistent with the requirements of the this RFP and DB Agreement including Governmental Approvals, Appendix 2;
- Initiate early construction work and long-lead item procurement activities to expedite the Project Schedule commencing with the District’s written acceptance of the 90% Design;
- Complete design and construction activities;
- Complete startup and testing of the Project to result in a satisfactory completion of the Acceptance Test consistent with the requirements of the Mechanical Completion and Acceptance Test Design-Build Review Procedures, Appendix 4, of the DB Agreement;
- Provide all Record Documents; and
- Provide a warranty covering the equipment of the Project following the Acceptance of the Project (Warranty Period).

This RFP invites Short-Listed Design/Build teams to submit responses to this RFP (Proposals) describing in detail the technical, business, and financial aspects of the plan by which each Design/Builder proposes to meet the requirements of the Project. Teams that submit responsive Proposals will be considered as part of the Proposal evaluation and selection process (see Section 5.4).

Proposals must be submitted and received by the District at the following location, date, and time:

Regular or Express Mail	FedEx or Hand-Deliver
Eastern Municipal Water District Attention: Brittnee Francis, Construction Admin Representative P.O. Box 8300 Perris, CA 92572-8300 2270	Eastern Municipal Water District Attention: Brittnee Francis, Construction Admin Representative 2270 Trumble Rd Perris, CA 92570

September 14, 2017
10:00 am Pacific Time

All Proposals shall be submitted in sealed packages and in accordance with the requirements of Section 6.0 of this RFP. The envelope MUST be plainly marked in the upper left hand corner with the name and address of the bidder, and bear the words:

***Proposal For:
Design-Build Project for Specification No. 1286W
Pump Electrification (Phase I)
(Insert Date and Time)***

To the extent permitted by law, the District intends to keep Proposals confidential until after the DB Agreement is executed.

1.2. PROJECT OBJECTIVES

The District is seeking Design/Builders to meet the following specific objectives:

- **Schedule**: The District seeks to receive a functioning and Accepted Project within three hundred sixty five (365) calendar days or sooner, following the Notice of Acceptance of Proposal. The Project must be fully constructed, disinfected, commissioned, tested, and placed into service consistent with the terms of the DB Agreement.
- **Quality**: A high-quality Project that incorporates sound engineering design, high-quality materials and equipment, and superior workmanship is very important to the District. The District's concept of quality also encompasses reliability, ease and cost of operation and maintenance, and efficiency with an emphasis on life-cycle costs.
- **Value**: The District expects that the Design-Build process will deliver a completed, functional and reliable Project at a lower cost and shorter schedule than would be possible under a typical Design-Bid-Build process for a project of comparable scope and quality. The Design/Builder's skill to effectively coordinate the full range of all Project activities, and to integrate those requirements into the Project, best maintain existing operations, and successfully reach an on-time Project delivery will be necessary to achieve the District's desired value.
- **Coordination**: The Design/Builder shall be responsible to coordinate the design development, permitting, construction, and operational testing of the Project with other District transmission and distribution system activities such that Project-related interruptions of water supply to any of the District's customers are minimized and are conducted in conformance with SC-33 Construction Sequence Strategy and SC-42 Control Strategy included as part of Appendix 3 to the DB Agreement. All shutdowns and testing activities must be closely coordinated with the District.

1.3. DESIGN DEVELOPMENT

The design for the Project will be administered through a step-wise approach to achieve the final design. The design steps will progress from the Preliminary Design (30%) provided in this RFP to a 60% Design followed by a 90% design to facilitate Early Construction Work activities, which includes procurement activities for long-lead equipment, and approved early site work activities, and a Final Design. The 60%, 90% and Final Designs shall be subject to the District's review and acceptance consistent with the Design-Build Work Review Procedures, included in Appendix 3 – Design and Construction Requirements.

The Design-Build Contractor will be required to provide a quality assurance and quality control program during the design, construction and acceptance testing phases of the Project, including third party materials testing during construction. In performing the Design-Build Services, the Design-Build Contractor shall comply with the DB Agreement Design and Construction Requirements, which also include all requirements of Applicable Law, the Performance Guarantees, Good Engineering and Construction Practice and Good Industry Practice.

The Design-Build Contractor shall begin the performance of the Design-Build Work on the Contract Date, but must satisfy all Construction Date Conditions prior to the commencement of physical construction of the Project. The Design-Build Contractor within 3 business days after approval of the 90% design will receive from the District a Notice to Proceed for the Early Construction Work. The Design-Build Contractor within 3 business days after approval of the Final design will receive a Notice to Proceed for the remainder of the Construction Work of the Project. The Design-Build Contractor will be required to achieve Acceptance of the Project, including demonstration that the constructed Facility meets all of the design or performance requirements of the DB Agreement by the Scheduled Acceptance specified in the DB Agreement. The Design-Build Contractor must achieve Final Completion of the Project, within **60** days following the Acceptance Date. The Design-Build Contractor shall be relieved of its obligations to achieve the Construction Date Conditions, Substantial Completion or Acceptance only in the event of the occurrence of Uncontrollable Circumstances approved by District in accordance with the DB Agreement.

The Design-Build Contractor shall be fully responsible for the maintenance and operations of the Project Facilities during the Term of the DB Agreement, consistent with the Design and Construction Requirements, Good Engineering and Construction Practice and Good Industry Practice.

1.4. DESIGN-BUILD PRICING

The District's stated purpose for using a design-build approach for the Project is to ensure the District receives a superior quality facility that has a high reliability at a lower cost with an expedited schedule, thus increasing the value to the District of the Project. Further, the District is interested in the project's life-cycle value and the best approach to maintenance of operation during the Project.

The DB Agreement pricing shall be based solely on the Design/Builder's Base Fixed Design-Build Price Proposal submitted on Forms B, in response to this RFP.

1.5. ORGANIZATION OF THIS RFP

This RFP is organized as follows:

- **RFP Text** – Describes the reasons for using Design-Build project delivery; provides background information related to the Project; describes the general scope of the Project (see Section 3.1) and performance requirements (see Section 2.2); highlights key provisions of the Draft DB Agreement (see Sections 4); describes the overall procurement process (see Section 5); and sets forth Proposal evaluation factors and their relative weights (see Section 5.4).
- **RFP Forms** – Included with this RFP are certain forms that will be used in either evaluating the Design/Builder's proposals, and/or that will become part of the DB Agreement. Those forms identified as Proposal Forms (e.g. PF-1) are for use only in evaluating the Design/Builders' proposals. Those forms identified as transaction forms of the DB Agreement will be used for both evaluation of the Design/Builder's proposals, and they are to become part of the DB Agreement. Examples of such DB Agreement Transaction Forms would be Form B – Total Base Fixed Design-Build Price. These forms are identified in the Table of Contents of this RFP and attached in Attachment A, and B to the RFP.
- **DB Agreement and Appendices** – Attachment C to the RFP is the District's Draft DB Agreement. The Transaction Forms which the successful Design/Builder contractor will need to prepare, and the Appendices to the DB Agreement, which contain relevant Project information or technical requirements that embody the DB Agreement's Contract Obligations are also provided. The Design/Builder should thoroughly familiarize themselves with the Draft DB Agreement in its entirety and understand how it will be used by the District (see Section 4.0).

2. GENERAL BACKGROUND INFORMATION

2.1 OVERVIEW OF PROJECT SCOPE

The Project encompasses the conversion of the engine-driven pumps at the Heacock/Pettit and Oleander Booster Pump Stations to electric motor-driven pumps. The booster pump stations are used for drinking water supply and fire protection purposes. They are located as follows:

Booster Pump Station	Address
Heacock/Pettit Booster Pump Stations	14510 Heacock Street Moreno Valley, CA 92553
Oleander Booster Pump Station	17550 Laselle Street Moreno Valley, CA 92555

The Heacock/Pettit Booster Pump Stations are physically located in the same building.

The Design/Builder shall provide all equipment, materials, and labor necessary for the Project. Pursuant to the Design and Construction Requirements in Appendix 3 of the DB Agreement the major features of the Project include:

1. Demolition to remove the engines of four (4) pumps at the Heacock/Pettit Booster Stations and one (1) pump at the Oleander Booster Pump Station and replacement with individual electric motor drives. All pumps shall remain in-place for reuse in the Project. All pump pedestals shall be replaced or modified as part of this Project.
2. Replacement of all motor control centers (MCC), motor starters, switchgear, and all other electrical appurtenances as necessary to complete the conversion from engine-driven to electric motor-driven pumps.
3. If added to the Project Scope after award of the DB Agreement (see Item 8, below), the procurement, installation and testing of variable frequency drives (VFD) for all electric motor-driven pumps at the Heacock/Pettit and Oleander Booster Pump Stations. The District will decide upon its need for VFDs for the pumps at the booster pump stations after the DB Agreement's award and completion of the SCE Industrial Energy Efficiency Program (IEEP) incentive evaluation via a DB Agreement amendment to the Fixed Price based upon the Optional pricing for the VFDs provided on Form B. If supplied, VFD equipment, installation, and testing shall conform to Specification Section 16160, Variable Frequency Drives included as an appendix hereto.

4. The installation of one (1) standby diesel generator at the Heacock/Pettit Booster Stations. There is no standby diesel generator proposed at the Oleander Booster Pump Station.
5. An automatic transfer switch (ATS) for the standby diesel generator at the Heacock/Pettit Booster Stations. The installation of one (1) manual transfer switch (MTS) for a portable diesel generator at the Heacock/Pettit Booster Stations and one (1) MTS for a portable diesel generator at the Oleander Booster Pump Station.
6. Providing and installing all associated controls, PLCs, RTUs (District furnished - D/B installed), data highway, and other computer equipment for fully functional booster pump stations. The District will furnish all RTUs and complete programming for integration with the District's Integrated Operations Center. More details are provided in the Special Conditions. The Design/Builder shall provide an I/O list for the District's use, calibrate all instrumentation as required, and provide a complete set of calibration records for the District's use no later than Substantial Completion.
7. Providing all engineering and permitting support services necessary to complete a Final Design and to obtain all Governmental Approvals and legal entitlements necessary to construct, commission, and test the Project, including Southern California Edison (SCE) and Moreno Valley Electric Utility (MVU) Plan of Service and implementation. Engineering shall include confirming proposed equipment and material sizing for all components of the project including electrical equipment, motors and emergency standby generator.
8. Provide engineering support as necessary for collaboration with SCE and MVU to complete the Plan of Service and the SCE Industrial Energy Efficiency Program (IEEP) to determine the cost effectiveness, efficiency savings, and energy savings of installing VFDs for the pumps at both the Heacock/Pettit and Oleander Booster Pump Station locations. Discretely priced options for the design completion, and for providing coordination, equipment, installation, warranties, and start-up if such VFDs are authorized to be included in the Project's final scope.
9. Selecting, procuring, storing, protecting, and installing all equipment per District and manufacturer's requirements as necessary for the Project.
10. Providing all site-work, materials and labor necessary to complete, disinfect, start-up, and test the Project. The District will make its operation and maintenance staff available to coordinate overall water system operations as required to facilitate Design/Builder's disinfection, start-up, and testing activities.

There are three optional and separately priced tasks that the District will consider as part of the Design/Builder's proposed optional price:

1. Installation of VFDs for the pumps at the Heacock Booster Pump Station
2. Installation of VFDs for the pumps at the Pettit Booster Pump Station
3. Installing a VFD for the pump at the Oleander Booster Pump Station

All Project facilities will be located on District-owned property.

2.2. PERFORMANCE REQUIREMENTS

The District is providing Design/Builders with the Draft DB Agreement's Design and Construction Requirements included in the Appendix and as Attachments of this RFP, which include, but are not limited to, Appendix 1 (Project Related Documents), Appendix 2 (Governmental Approvals), Appendix 3 (Design and Construction Requirements), and Appendix 4 (Acceptance Test). The Project shall be designed and constructed in conformance with the Design and Construction Requirements to operate as a continuous duty pump station, operating on a twenty-four hour per day, 365 day per year basis. The pump drives at the Heacock and Pettit Booster Stations shall be capable of operating at current design full rated capacity at discharge pressures of 43-62 psig and 78-93 psig respectively. The pump drive at the Oleander Booster Pump Station shall be capable of operating at current design full rated capacity at a discharge pressure of 55-74 psig. Design/Builder shall confirm all preliminary information provided within this RFP, pull or provide pump curves as required, and coordinate with District Planning staff to confirm the proposed size of the motors. Certain pump curves are not available for the Design/Builder's use. The Design/Builder shall attain/provide new pump curves and pump tests as required.

The Generator supplying emergency power at the Heacock/Pettit BPS was preliminarily sized to accommodate two (2) of the largest pumps at the station along with supplementary equipment. Contractor shall confirm size and evaluate options with District. Proposal fees shall be based on providing an emergency generator in accordance with the plans and detailed provisions of this RFP.

The Project will also require the Design/Builder to plan and conduct an Acceptance Test, which will consist of 8-hour booster station functionality demonstrations and a 7-day operational test in conformance with SC-34 Field Test, Adjustment, Training, and Initial Operation and in conformance with the requirements under Acceptance Test, Appendix 4.

Pursuant to Design and Construction Requirements, and if added to the Project, Specification Section 16160 Variable Frequency Drives, shall require that for any VFDs selected, the VFD efficiency shall be 98% or better at the full rated capability of the VFD at full speed and load.

VFD unit overall efficiency, including all harmonic mitigation equipment, output reactor, sine wave filter, dV/dt filters, cooling fans, control power transformers, etc. shall be 95% or better of the full rated capability of the VFD at full speed and load. The Design/Builder shall be required to prepare, submit for approval, and perform a testing method to demonstrate compliance with the overall VFD unit efficiency specifications.

2.2.1. OTHER PROJECT RELATED DOCUMENTS

Project Related Documents are provided in **Appendix 1** of the Draft DB Agreement and include: Project Approved Materials List, Southern California Edison Service Plan, Manufacturer's Certificate of Proper Installation, site photos, available Record Drawings, the Heacock/Pettit BPS Acoustical Analysis, the current Heacock/Pettit Booster Pump Station Air Permits, and the current Oleander Booster Pump Station Air Permit, and available pump curves.

The Design/Builder is responsible for thoroughly reviewing the Project Related Documents, including **Appendix 3** of the Draft DB Agreement, and utilizing them in the preparation of their Proposal. Except as specifically set forth in the DB Agreement, the District neither makes any representation or warranty with respect to, nor assumes any responsibility for the appropriateness, completeness or the accuracy of this RFP or any of the related documents, addenda or information provided in connection with this RFP, including the available reports and materials provided on the Project Website. Under no circumstances shall a Pre-qualified Respondent to this RFP rely on oral statements made on behalf of the District, the Permitting Agencies or any of their respective agents, employees, contractors, advisors or consultants. To the best of its ability, the District has provided timely and up-to-date information; however, the District cannot guarantee the accuracy or completeness of all data provided. Design/Build proposers shall read the Design and Construction Requirements, any background material, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. The District will identify for Design/Build proposers the location of existing utilities located on the site which require removal, relocation or protection. To facilitate construction of the Project Design/Build proposers shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose to identify actual conditions and requirements. Design/Builder is required to perform all work not identified but required to complete the Project. Information derived from the maps, plans, specifications, profiles, or drawings, or from the District Engineer or Project Manager, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the District. Thus, Pre-qualified Design/Build proposers are cautioned to use their best judgment in determining how to use the data and information provided, and whether or not further independent research and due diligence is required for the preparation of their Proposals and the subsequent delivery of the Contract Services under the DB Agreement.

Except as specifically provided in the DB Agreement, no information derived from any part of the foregoing documents, this RFP or from the District, or any of their respective agents, employees, contractors, advisors or consultants shall relieve the Pre-qualified Respondent from any risk or from fulfilling all terms of the DB Agreement.

2.2.2. DESIGN/BUILDER DUE DILIGENCE AND INVESTIGATION

Notwithstanding any written or verbal information provided by the District in any context, Design/Builders should fully satisfy themselves, by direct investigation and any other means they deem appropriate, as to the conditions affecting the proposed services and the cost thereof. Design/Builders are solely responsible for conducting their own independent research and due diligence as necessary for the preparation of Proposals, negotiation of the final DB Agreement, and subsequent delivery of the DB Agreement's Contract Obligations. Design/Builders may contact District to coordinate additional site visits (3 total including mandatory pre-proposal site visit).

Design/Builders are required to submit their proposals in conjunction with the following express conditions:

1. Design/Builders shall thoroughly examine the Draft DB Agreement Design and Construction Requirements, which include drawings, specifications, schedules, instructions, and all other Draft DB Agreement documents.
2. Design/Builders shall make all investigations necessary to thoroughly inform themselves regarding Project for delivery and installation of all material and equipment as required by the Design and Construction Requirements. No plea of ignorance by the Design/Builder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the DB Agreement will be accepted as a basis for varying the requirements of the District, or the Total Base Fixed Design-Build Price compensation to the Design/Builder.

Except as specifically noted otherwise, information derived from any part of this RFP or from the District or its advisors shall not relieve the selected Design/Builder from any risk associated with providing DB Agreement Contract Obligations and meeting the requirements of this RFP. Again, except as specifically noted otherwise, the District and its advisors are not responsible for the completeness or accuracy of any information presented in this RFP or otherwise distributed as made available during this procurement process. Also, the District does not warrant or assume any responsibility for the accuracy, correctness, completeness, or reliability of any information or data relating to surface or subsurface conditions contained in the information. Finally, the District assumes no responsibility for any conclusions or interpretations made by any Proposer based on the data contained in the documents. Design/Builders are, therefore, strongly encouraged to make all inspections, review all available and relevant information and to develop all of their own professional judgments necessary to prepare their cost proposal, prior to submittal of their Proposal.

The District accepts no liability for the costs and expenses incurred by Design/Builders in attending site visits, interviews, or other meetings; responding to this RFP or a request for revised proposals, if issued; responding to clarification requests and requests for information; and participating in any negotiations. In addition, if a Design/Builder performs subsurface investigations or any other studies as part of their Proposal preparation activities, these costs shall be at the sole cost and expense of the Design/Builder. Each Design/Builder that elects to submit a proposal shall prepare the required materials and submittals at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from the District for the costs and expenses associated with the proposal or procurement process, except as specifically provided herein.

3. DESIGN-BUILD PROCESS

3.1. PURPOSE AND SCOPE

For the completion of all of the Contract Obligations, the selected Design/Builder will report to the District's designated Project Manager or his designated representative for all of the Design and Construction Work associated with this Project. It is the District's requirement that all program participants, including the selected Design/Builder, shall operate as a collaborative team and work in the best interest of the District.

The Design/Builder's scope of services shall follow the Design and Construction Requirements established in the DB Agreement, **Appendix 3**. The Project will include the Design/Build contractor providing, at a minimum, the elements listed below. However, the scope of services described below is not intended to be comprehensive and the DB Agreement shall govern.

The District has provided for the preparation of a "30% Design" concept to assist in defining their minimum requirements for the Project. The Design and Construction Requirements include the 30% Design for Project planning purposes, including supporting the District's permitting efforts. The 30% Design is included in **Appendix 3**. However, Proposers are advised that, while the 30% Design represents the District's current conceptual plan for the design of the Project, it is not directly binding on the Proposers. All Proposals must comply with the Design and Construction Requirements of this RFP.

Notwithstanding the Design and Construction Requirements, the 30% Design and the detailed provisions and drawings included in **Appendix 3**, or any other information or requirements provided by the District in connection with this RFP, the Design/Builder shall be fully responsible for the permitting, design and construction of the Project and for ensuring that the Project meets the Project Acceptance criteria and the Performance Warrantees in accordance with the DB Agreement.

The District requests that the Design/Builders provide their opinions and recommendations on the scope of services beyond the mandatory Design and Construction Requirements, which addresses the following items and all others in which the Design/Builder feels are vital to Project success in their responses to Project Approach.

A. Project Management

1. Project Management Plan (PMP) to include, at a minimum, the following elements:

- Project Summary Description
- Project participants including key subcontractors
- Design, Construction, and Commissioning Quality Management Plan
- Document Control Plan
- Reporting Requirements

- Progress Evaluation Method and Schedules
 - Communications Plan
 - Administering Scope Changes
 - Administering Cost Control Methods
2. Reporting requirements including periodic, but no less than monthly, status reports, including actual and projected spending curves and earned value reports.
 3. Regularly-scheduled, but no less than monthly progress meetings, for coordination with the District's Project Manager.
 4. Conduct design review meetings for the 60%, 90% and Final Designs to discuss and resolve District comments.

B. Design Build Contractor's Environmental Compliance, Health, and Safety Plan

Safety Plan to include, at a minimum, the following elements:

- Statement of Design/Builder's Environmental Compliance, Health, and Safety Policies
- Employee Health and Safety Plan
- Environmental Compliance and Hazard Correction Policies
- Identification of Competent / Qualified Persons
- Responsibility / Identification of Key Emergency Contact Personnel
- On -Site Hazard / Risk / Exposure Assessment Process
- Control Measures / Activity Hazard Analysis
- Periodic Environmental Compliance and Safety Inspections / Audits
- Training and Instruction Policy
- Site Specific EHS Training Procedures and Schedule, if applicable
- Employee Communication System and Policy
- Environmental Compliance and Safety Training Recordkeeping Policies
- Accident / Exposure Investigations Procedures
- Emergency Action Plan
- Environmental Compliance and Hazard Communication Programs
- Design Builder's Process for Managing Subcontractor Environmental Compliance, Health, and Safety performance
- District Safety Pre-Use Analysis

C. Design Development

Design Development to include the following elements:

- Progress the design to a 60% Design
- Submit 60% Design for District Approval
- Conduct 60% Design Review Workshop
- Progress the 60% to 90%

- Submit 90% Design for District Approval
- Conduct 90% Design Review Workshop
- Submit Request for Notice to Proceed for Early Construction Works
- Take the 90% to Final Design
- Identify all District Review opportunities and describe process to resolve the District's comments
- Submit Final Request for Notice to Proceed

E. Governmental Approvals

The Design/Builder shall be responsible for ensuring that all Governmental Approvals necessary to complete the design, construction, testing, commissioning, and for the maintenance of operation of the Project have been obtained prior to construction or as customary during the construction work. The Design-Build Contractor shall be responsible for obtaining and maintaining all Governmental Approvals necessary for the performance of the DB Agreement Services, except for certain designated Governmental Approvals identified in **Appendix 2** of the DB Agreement that the District states it will be responsible to obtain. The Design-Build Contractor shall be responsible for identifying all required Governmental Approvals, notwithstanding the preliminary listing of Governmental Approvals set forth in **Appendix 2**. Except as specifically designated in **Appendix 2**, the Design/Builder shall be responsible for all costs and efforts necessary to obtain all Governmental Approvals required for construction of the Project, including all application fees. The Design-Build Builder shall be reimbursed for all direct permitting application fees upon invoice and proof of receipt.

The Design-Build Contractor shall be required to prepare all applications and complete the permitting process with respect to such Governmental Approvals and to bear the risk with respect to obtaining and maintaining such Governmental Approvals in accordance with the DB Agreement. The District will provide reasonable cooperation to the Design-Build Contractor to assist in obtaining Governmental Approvals for the Project.

The Design-Build Contractor shall be responsible to comply with all Governmental Approvals, including any Governmental Approvals obtained by, or held by the District that apply to the Project facilities, in performing the DB Agreement Services. The Design/Builder will also be responsible for ensuring that all Design and Construction Work complies with any conditions or other regulations that are applicable by law, or regulated by any existing Project facility permit.

3.2 MANDATORY DB AGREEMENT REQUIREMENTS

While the Design/Builder may suggest modifications to the Draft DB Agreement as provided for in Form PF-1 and PF-2, the Design and Construction Requirements, and other provisions, terms and conditions of the Draft DB Agreement, including the Appendices and Attachment thereto will be mandatory.

Consequently, the Design/Builder shall assume when submitting a fee proposal that no changes proposed shall be adopted and that the District shall require the Design/Builder proposers to execute the DB Agreement, without material changes.

3.3 DB AGREEMENT ADMINISTRATION

The DB Agreement for the Project will be administered through a step-wise approach to achieve the final design. The design steps will progress the Preliminary Design (30%) concepts provided in this RFP to a 60% Design, a 90% Design that will in addition facilitate the start of the Early Construction Work activities followed by a Final Design. The 60%, 90% and Final Designs shall be subject to the District’s review and acceptance in accordance with the DB Agreement’s requirements. Early Construction Work activities and subsequent construction activities shall commence upon the Design/Builders receipt of individual notices to proceed from the District. Such notices to proceed shall be contingent on resolution of the District’s comments on the design and shall not be unreasonably withheld.

3.4. WARRANTY PERIOD

The DB Agreement shall require the Design/Builder to provide a Warranty that covers the functionality, reliability and performance of the Project. At minimum, the Warranty Period will extend to one year (1) following the Substantial Completion Date, consistent with DB Agreement requirements. If the Project does not meet the Warranty standards for the duration of the Warranty Period, the Design/Builder shall be responsible to make all necessary repairs and improvements at its sole cost and expense in order to demonstrate that the Project successfully meets such standards. Additional warranty provisions may be required as specified in the Detailed Provisions, included in Appendix 3. Where discrepancies exist, the more stringent requirements shall govern.

3.5. LIQUIDATED DAMAGES

Liquidated damages provisions are included in the Draft DB Agreement that is attached to this RFP. A specific process involving notices of non-compliance and associated liquidated damages is described in the Special Conditions and Draft DB Agreement.

3.6. SECURITY

The Design/Builder shall submit with their proposal a bond as a guarantee of good faith for the performance of the Contract Obligations. Each Design/Builder proposer shall submit with his proposal a bond, utilizing the District’s Bid Bond form BB-1, attached as Proposal Form H, with a company acceptable to the District in the sum not less than 10% of the Design/Builders’ total proposal price, payable to the Eastern Municipal Water District. Said bond to be held uncollected until it becomes subject to disposal as provided herein. Any condition or limitation placed upon said bond may render it informal and may, at the option of the Board result in the rejection of the proposal under which such bond is submitted. Original Bid Bond (BB-1) must include Notary Public Acknowledgement for Surety and Contractor.

If a Design/Build proposer to whom an award is made fails or refuses to execute the contract and furnish the required bonds, all within **seven (7)** days after the mailing of a notice of acceptance of proposal by District, said bond and the monies represented thereby shall be and remain the property of the District and shall be subject to deposit as other monies belonging to the District, the amount thereof being agreed to by the Design/Build proposer as liquidated damages due the District on account of the delay in the execution of the contract and bond, and in the performance of the work thereunder, resulting from such failure or refusal. Original Bid bond (BB-1) shall remain on file with the District with the original bid proposal and be returned upon written request only.

A Design/Build proposer to whom the award is made shall, within seven (7) days after the mailing of the notice of acceptance of proposal, execute and return a written contract and furnish good and approved bonds as required. The District will return a copy of the fully executed contract upon completion by the General Manager.

If a Design/Build proposer to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, his bond shall become the property of the District and the award will be annulled. In the discretion of the District, an award may be made to the Design/Build proposer whose proposal is the next qualified low bid; and such Design/Build proposer shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

3.7. PAYMENT AND PERFORMANCE BONDS

The Design/Builder, if awarded the DB Agreement, will be required to provide and maintain performance and payment bonds through successful startup, commissioning, Acceptance Testing, and Final Completion.

3.8. INSURANCE

The Design/Builder will be required to provide insurance satisfying the requirements provided in the Draft DB Agreement and Special Conditions. The total cost of all insurance coverages required are to be included in the Design/Builders Total Base Fixed Design-Build Price, but costs are to be listed as indicated in the Price Proposal forms B, C, D and E provided in this RFP.

3.9. OWNERSHIP AND FINANCING

The District will provide the financing for the Project through the sale of bonds and/or cash reserves. The District will own the Project.

3.10. SUBCONTRACTING / JOINT VENTURES

A joint venture between two or more Contractors must have been previously accepted by District in the RFQ process. If previously authorized, the names of the proposed joint venture partners, the organizational structure and decision-making authority of the JV and all subcontracting Contractors must be clearly identified in the proposal. Following an award of the DB Agreement, no additional subcontracting will be permitted without the express prior written consent of the District. The Design/Builder receiving the award will be responsible for any work of such subcontractors.

3.11. TEAM SUBSTITUTIONS

The team presented in the RFQ, this RFP and as provided in Form L of the Design/Builder's proposal shall work on the Project until completion. Any substitution of key personnel shall require the specific approval, in writing, of the District. Personnel changes shall only be considered for valid reasons such as an employee leaving the employ of the Design/Builder, major illness or accident. Only persons as equally or better qualified, as the proposed individuals in the RFQ shall be considered by the District for substitution.

4. SELECTED DB AGREEMENT REQUIREMENTS

4.1 GENERAL

The Proposal must be comprehensive and specify how the Design/Builder would complete all elements of the "Design and Construction Work". Design/Builder must submit a complete and concise response to the RFP, which will be retained by the District. Proposals should be prepared simply and economically, while providing complete details of the Design/Builder's abilities to meet the requirements of this RFP. The proposal submittal Requirements are presented in Section 6 of this RFP.

4.1.1 DRAFT DB AGREEMENT

The short-listed Design/Builders have been provided a Draft DB Agreement, to be used by the District for this Project, see Attachment 7.3 of this RFP. Prospective Design/Builders are required to review the Draft DB Agreement in its entirety. The Draft DB Agreement that is attached to this RFP along with its corresponding Appendices shall serve as the intended form of the contract between the District and the Design/Builder. Design/Builder-specific information that may become part of the DB Agreement includes, but is not limited to, drawings and specifications, schedules, equipment lists, and operating parameters. The District requires that the Design-Build contractors submit any requested changes to the Draft DB Agreement on the Forms PF-1 and PF-2 provided in the RFP. No additional DB Agreement changes other than those submitted on the Form PF-1 and PF-2 will be considered by the District. The Design-Build contractors are advised against conditioning their proposed pricing in any way upon their submitted requested changes to the DB Agreement, as they will only be considered based upon their value to the District. The District expects that the Draft DB Agreement to require only minimal changes and insertion of the company data provided in the Design-Build contractor's proposal forms to complete the Final DB Agreement post-selection.

The DB Agreement will contain the entire agreement between the parties with respect to the Project. Once executed, the DB Agreement will completely and fully supersede all other agreements of the District and the Design/Builder, including those contained in this RFP and the Design/Builder's Proposal.

4.1.2 PROPOSED CHANGES TO THE DB AGREEMENT OR APPENDICES

Design-Build contractors may request changes to the terms and conditions of the Draft DB Agreement or the Appendices attached thereto included with this RFP in Proposal Form PF-1. In the event that a Design-Build contractor believes that a modification to the Draft DB Agreement will result in cost savings or other benefits to the District and wants to propose alternative contract language, the Design-Build contractor shall submit Proposal Form PF-1 to request consideration of the suggested changes by the District. The District's use or consideration of a Design-Build contractor's suggestions is at the District's sole discretion.

The District requests Design-Build contractors to base their Proposals on the terms and conditions set forth in the Draft DB Agreement included with this RFP. Acceptance of the terms and conditions of the Draft DB Agreement will be a factor in the evaluation of Proposals, as detailed under Section 5.4 of this RFP. However, the District recognizes that Proposals may be conditioned on the mutual resolution of particular issues identified in Proposal Form PF-2. To the extent that a Design-Build contractor intends to condition its Proposal on particular changes to the Draft DB Agreement, such changes must be specifically identified as conditions to the Proposal on Proposal Form PF-2. Design-Build contractors are cautioned that significant deviations from the terms and conditions set forth in the Draft DB Agreement may result in fewer or no points being awarded to the Design-Build contractor under the business terms and conditions evaluation criterion. In addition, to the extent that proposed changes to the terms and conditions substantially change the nature of the transaction or the scope of services, the District may reject the Proposal in its sole discretion as non-responsive to the requirements of this RFP.

In evaluating proposed Design/Builder's Business Terms and Conditions, the District will assume that Proposal Forms PF-1 and PF-2 includes any and all changes to the DB Agreement sought by the Design-Build contractor, and that the Design-Build contractor accepts all draft DB Agreement terms and conditions that are not specifically addressed in Proposal Forms PF-1 and PF-2. Except as provided in the DB Agreement with respect to changes in law or other uncontrollable circumstances occurring between the Proposal date and the Contract Date, the District does not intend to discuss or negotiate any issue, term or condition that is not specifically identified on Proposal Forms PF-1 and PF-2. In the event that the Design-Build contractor selected for negotiations raises any such issue, term or condition, the District reserves the right to suspend or terminate negotiations with the selected Design-Build contractor and to commence negotiations with the next highest ranked Design-Build contractor. The process for the negotiation of the DB Agreement is further described in Section 5.4.6 of this RFP.

4.1.3 INDEPENDENT CONTRACTOR

By submission of a proposal, the submitting Design/Builder acknowledges that it is an independent contractor and is not entitled to Worker's Compensation benefits from the District. An independent contractor is obligated to pay federal and state income tax on the monies earned pursuant to this contract relationship. Additionally, it is understood that the independent contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some entity other than the District.

4.1.4 SUBLETTING OF DB AGREEMENT

The Design/Builder shall not assign or sublet the whole or any part of the DB Agreement without the prior written consent of the District.

4.1.5 CHANGES IN SCOPE OF SERVICES

The DB Agreement requires that change of scope in the Design and Construction Work after the DB Agreement has been executed will not be valid unless said change of scope has been documented as a written task order, amendment or change order; signed and accepted by all parties; consistent with the requirements of the DB Agreement.

4.1.6 AMENDMENTS TO THE RFP

The District reserves the right to amend this RFP by an addendum prior to the date set for receipt of proposals. Design/Builders shall be notified by either email or letter. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of proposals, an addendum will include the new date set for receipt of proposals.

4.1.7 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified Design/Builders to submit written Total Fixed Price proposal and to facilitate the District's review of such Proposals. Nothing in this RFP shall constitute a contractual offer or commitment to purchase services.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by a representative of the responding Design/Builder that contains a certification that the signatory is fully authorized to bind the company. The contents of the proposal Forms submitted by the successful Design/Builder are intended to become part of the DB Agreement to be awarded as a result of this proposal solicitation.

4.1.8 BUSINESS LICENSE AND TAXES

The Selected Design/Builder, if awarded the DB Agreement, at its own expense, shall obtain and keep in force, or cause to obtain and keep in force, any and all necessary licenses and permits needed to complete the proposed Design and Construction Work and the Contract obligation in a manner consistent with Governmental Approvals and applicable law. Design/Builders are to include all state and local sales tax in their Total Fixed Price proposals.

4.1.9 FORUM FOR DISPUTES

The Design/Builder submitting a Proposal under this RFP, agrees that Riverside County, California, shall be the venue of any mediation, arbitration, or lawsuit arising out of the RFQ, this RFP, and also any DB Agreement that may be awarded pursuant to this RFP. California law shall govern the resolution of any such disputes. See Draft DB Agreement for Dispute Resolution.

5. PROCUREMENT PROCESS

5.1 PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION

A summary schedule of the upcoming major activities associated with this procurement process is presented below. This procurement schedule is based on the District's intent to award the Pump Electrification PH 1 Project by **October 4, 2017**. Dates shown in this schedule are target dates only; the District reserves the right to alter this schedule.

APPROXIMATE ACTIVITY SCHEDULE

Issue Request for Proposals to Approved Design/Builders	[August 10, 2017]
Site Visit	[August 17, 2017]
Final Date to Submit Requests for Clarification	[August 25, 2017]
Proposal Due Date	[September 14, 2017]
Tentative Board Award Date	[October 4, 2017]

5.2 MANDATORY PRE-PROPOSAL SITE VISIT

Mandatory site visits will be conducted by EMWD at 9:00 am on the date indicated in the schedule presented in Section 5.1 herein. The initial meeting will be held at the Heacock/Pettit Booster Station located at 14510 Heacock Street, Moreno Valley, CA 92553 then continuing on to the Oleander Booster Pump Station located at 17550 Laselle Street, Moreno Valley, CA 92555. The site visits will provide an opportunity for Design/Builder teams to assess and evaluate the site conditions and meet with the District's Project Manager. It is not the District's intent to engage in discussions and or negotiations of the DB Agreement provisions or selection process. THE DESIGN/BUILDER'S PROJECT MANAGER MUST ATTEND THE MANDATORY PRE-PROPOSAL SITE VISIT TO BE CONSIDERED A RESPONSIVE PROPOSAL. All questions requiring clarifications shall be submitted to the District in writing. Responses will be circulated to all Design/Builder teams by Addendum.

5.3 REQUESTS FOR CLARIFICATION

Requests for Information/Clarification of any topics in this RFP shall be directed to:

Brittnee Francis, Construction Admin Representative 2270 Trumble Road P.O. Box 8300 Perris Ca. 92572 Phone: (951) 928-3777 ext. 4432 francisb@emwd.org	cc: Anthony Dominguez Phone: (951) 928-3777 ext. 4447 domingua@emwd.org
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

Requests for Clarification must be received no later than 5:00 pm the date indicated in the schedule presented in Section 5.1 herein. Interpretation or modification of this RFP document will be done by addenda only. Oral responses and interpretations or modification given by other methods are not binding. Addenda and other documents will be posted to the District's website and email will be sent to the Prequalified Design/Builders noting the update.

5.4 PROPOSAL EVALUATION

5.4.1 EVALUATION PROCESS OVERVIEW

In the evaluation of the Proposals, the District will consider the information submitted in response to the RFP with respect to the evaluation criteria (Factors) set forth in this RFP. The result of the evaluation will be used to determine if the proposers are found qualified to perform the work. Award of the DB Agreement will be based on the lowest qualified bid.

A five-member (5) Selection Team, appointed by the District consisting of representatives from its Engineering, Field Engineering, Operations, Maintenance, and Contracts staff will evaluate the responses to this RFP. The District may elect to include others, including District representatives, engineering, legal, and financial consultants, to serve as advisors to the Selection Team. The above selection team is subject to change.

5.4.2 EVALUATION CRITERIA

Design/Builders will be evaluated on the criteria listed below. The Selection Team will review the Design/Builder's approach to ascertain their understanding of the Project and issues to ensure that a proper effort will be devoted to the Project, and to assess the Design/Builders' individualized perspective on approach, techniques, and work efforts.

Design/Builders will be evaluated based on their exhibited understanding and familiarity of the project issues as demonstrated by the Design/Builder's unique perspective and presentation on the proposed strategies, innovation, and cost reduction ideas, Project execution approach, team structure, experience/expertise, and schedule. **Although the Project is to be awarded based on lowest bid, the following criteria will be used to determine if the entity is found qualified to perform the work. A Proposal must be submitted in accordance with this RFP in order to be found qualified.** The Selection Team will consider all criteria in performing their evaluation of each proposal.

1. Strength of Design/Builder's Team

Based on the proposals received and, if required, an interview, the Selection Team shall evaluate the expertise and experience of the Design/Builders, the proposed project manager and the proposed superintendents as it relates to this Project. The level of commitment and demonstrated safety record will also be considered.

2. Proposed Design and Construction Work Schedule

Design/Builders will be asked to submit a proposed schedule for designing and constructing the Project. The Design/Builders are to provide a schedule for the Project based on the 30% design. The accuracy of the schedule should be consistent with a Class 3 Schedule as defined in the AACE International Schedule Classification System which is typical for a design between 10% and 40% development. These schedules will be evaluated for feasibility, organization, activity durations and understanding of the District's activities in the Project. The Schedule shall be submitted as required in **Appendix 3** to become the **Baseline Schedule** of the DB Agreement.

3. Cost Reduction Proposals

Design/Builders will be given the opportunity to submit ideas to alter the scope of the 30% design or the DB Agreement in order to achieve cost savings, either capital or on a life-cycle operation or maintenance cost basis, while maintaining the overall goals and objectives of the Project. If proposed, these ideas and estimated cost savings will be provided in Forms PF-1 of the proposal. No changes sought by the Design/Builder to the Preliminary 30% Design can be a condition of the Total Base Fixed Design-Build Price provided on Form B.

4. Project Approach

Based on the information provided in the proposals and information presented in the interview (if required), the Selection Team shall evaluate how each Design/Builder has planned the project and determined how to design and construct the project in the time frame proposed. The Design/Builders shall present how they plan to perform the design and construction work, move material and crews into and out of the site, keep the facility operational, keep the site safe, and minimize disruption to surrounding properties. The Selection Team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented. The Selection Team will compare and evaluate general environmental compliance and safety plans submitted by each Design/Builder and assess them based on their level of thoroughness and applicability to this project.

5. Business Terms and Conditions

Based on the information provided in Proposal Forms PF-1 and PF-2 the Selection Team will evaluate if the proposed modifications to the Draft DB Agreement will result in cost savings or other benefits to the District. Should the District, at its sole discretion, deem the modifications too substantial to enter into an Agreement, the Proposal will be considered non-responsive.

5.4.3 INTERVIEWS

At its sole discretion, the Selection Team may opt to interview Design/Builder proposers during the Proposal evaluation period to clarify various aspects of the Proposals. These interviews are mandatory if requested by Selection Team. The discussions will be scheduled if necessary after Proposals are received. Design/Builders will be informed in advance of the time and location of the interview, and will be provided with guidance on the interview format and time allotment for presentations.

5.4.4 REFERENCE CHECKS

The Selection Team may elect to verify the Design/Builder's team experience and quality of performance on past projects, through interviews and, possibly, site visits to proposed reference facilities. Design/Builders shall clearly identify any new project staff, firms, and reference projects which have been added since submission of their SOQs in Section 5 of their Proposal. The District may choose to conduct a portion of the reference checks and site visits during the Design/Builder's Proposal preparation period. In addition, the District retains the right to interview and/or visit facilities that have not been listed as references but where Design/Builder team members, including specific individuals, have worked.

5.4.5 DISTRICT REQUESTS FOR CLARIFICATION OR RESUBMISSIONS

At its sole discretion, the District may ask written questions of Design/Builders, seek written clarifications, conduct in-person or telephone discussions on Proposals with Design/Builders, and solicit updated Proposals during the evaluation and selection process.

5.4.6 DB AGREEMENT NEGOTIATIONS

The District expects that the Draft DB Agreement will only require minimal changes and insertion of the company data, provided in the Design-Build contractor's proposal, to complete the Final DB Agreement post-selection. The District requires that the Design-Build contractors submit any requested changes for the District's consideration to the Draft DB Agreement on the Forms PF-1 and PF-2 provided in the RFP. No additional DB Agreement changes other than those submitted on the Forms PF-1 and PF-2 will be considered by the District for negotiation.

The Selection Team will evaluate Proposals to determine if the D/B Contractors are qualified to perform the work. If the apparent low bid Design/Builder is found qualified the District will enter into negotiations with the Design/Builder to finalize the Draft DB Agreement. The District will retain the right to suspend or cancel negotiations with the apparent low bid Design/Builder and proceed to negotiations with the next lowest bid Design/Builder at its sole discretion. If and when negotiations are successfully completed with the selected Design/Builder, the Draft DB Agreement will be modified to reflect the outcome of the negotiations. The modified DB Agreement and a recommendation to execute the DB Agreement with the selected Design/Builder will then be submitted to the District's Board for approval. Following Board approval, the District and the selected Design/Builder will execute the DB Agreement.

If a Change in Law occurs between the Proposal Submission Date and the DB Agreement Date, and such change requires a change to the Selected Design/Builder's proposal, such change must be addressed during negotiations. Failure of the Selected Design/Builder to address such changes in law prior to execution of the DB Agreement shall effectively waive the Selected Design/Builder's right to relief for such Change in Law events. In the event the Selected Design/Builder notifies the District of such Change in Law, but a DB Agreement cannot be reached on the Change in Law during negotiations, the District has the right to suspend negotiations with the low bid Design/Builder and enter into negotiations with next lowest bid Design/Build proposer or seek revised Proposals from one or all of the Design/Builders not selected for negotiations.

5.5 OTHER PROCUREMENT REQUIREMENTS

5.5.1 WORK FOR HIRE

Regardless of whether the District awards this Project, the Proposals submitted pursuant to this RFP, and the previously submitted SOQs, including the data, information, concepts, and ideas contained therein, shall be "works made for hire," and the District shall have the right to use the Proposals for the municipal purposes of the District in any manner or combination it so elects, without notice to or the consent of the Design/Builder(s). Such "municipal purposes" do not include the publication, distribution, or sale of such proposals to third parties not employed by or under contract to the District, except in connection with requests for proposals to perform construction work or design, or consulting services on behalf of the District. Notwithstanding the foregoing, the District agrees that any use of such Proposal(s) by the District without the Design/Builder's verification or adaptation for the specific purpose intended shall be at the sole risk of the District.

5.5.2 DESIGN/BUILDER RESPONSIBILITY FOR PROPOSAL COST

District shall not be liable for any costs incurred by any Design/Builder associated with their preparation of a proposal or the negotiation of a DB Agreement for services prior to the execution of the DB Agreement.

5.5.3 SUBSTANTIVE PROPOSALS

By submitting a proposal, the Design/Builder certifies that (a) Design/Builder's proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, Contractor, or corporation; (b) Design/Builder has not directly or indirectly induced or solicited any other Contractors to put in a false or sham proposal; (c) Design/Builder has not solicited or induced any other person, Contractor, or corporation to refrain or abstain from proposing; (d) Design/Builder has not sought by collusion to obtain for themselves any advantage over any other Contractor or over the District. The Design/Builder Certification, Form J must accompany any proposal for it to be deemed responsive.

5.5.4 INFORMATION DISCLOSURE TO THIRD PARTIES

All material provided to the District during the RFP process and DB Agreement negotiation and administration would be expected to be used without restriction by the District in the future. Please be specific about any exceptions the Design/Builder may have to this provision.

5.5.5 CALIFORNIA PUBLIC RECORDS ACT

While the District has no plans to publicize Proposals and other information provided in any Proposal, pursuant to the California Public Records Act; all proposals received become a public record once award of the contract or DB Agreement has been approved by the District Board. Design/Builders should not expect the District to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the Design/Builder reasonably believes can be defended as being exempt from disclosure under the Act, the information must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the District will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the Design/Builder requests that the District contact the Design/Builder for guidance before making the material public. Notwithstanding the foregoing, Proposers recognize and agree the District shall not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of any information or materials submitted to the District.

5.5.6 DISTRICT RIGHTS

This RFP constitutes an invitation to Design/Builders to submit Proposals to the District. The District reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this procurement process. By responding to this RFP, Design/Builders acknowledge and consent to the following District rights and conditions:

- To terminate the procurement process or decide not to award a DB Agreement as a result thereof by written notice to the Design/Builders for any reason whatsoever.
- To waive any defect, technicality, or any other minor informality or irregularity in any Proposal, or any other response from Design/Builders.
- To make major changes or alterations to the RFP schedule for any events associated with this procurement process upon notice to the Design/Builder. Minor modifications may be made without notice to Design/Builders.
- To eliminate any Design/Builder that submits an incomplete or inadequate response, or is judged not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified during any stage of the procurement process.
- To conduct clarification discussions, at any time, with one or more Design/Builder, with the understanding that any such discussions would remain confidential with respect to other Design/Builders.
- To award part of or portions of the DB Scope of Services required in this RFP, including only the design or portions of the design of the Project.
- To amend the DB Agreement Scope of Services, at any time, to omit services therein or to include services not currently contemplated therein.
- Without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- In the event the District receives questions concerning this RFP from Design/Builders prior to or following the deadline for requests for clarification/information, the District reserves the right to provide responses to such questions.

- To visit and examine any of the facilities referenced in the Proposals and to observe and investigate the operations of such facilities, as well as other facilities not referenced in the Proposals.
- To conduct investigations with respect to the qualifications and experience of each Design/Builder included in its Proposal and to request additional evidence to support any such information.
- To take any action affecting the RFP process or the Project that is determined to be in the District's best interests.
- To request clarifications, information, and/or revised proposals from one or more Design/Builders.
- To discontinue negotiations with the Selected Design/Builder and commence negotiations with other Design/Builders.
- To select and enter into DB Agreement with the low bid Design/Builder whose Proposal is found responsive in the judgment of the District to the requirements of this RFP.

5.5.7 *PROTESTS*

A protest is defined as a written objection by an interested party to a proposal, or to a selection of a Design/Build respondent, or the award of a DB Agreement, with the intention of receiving a remedial result. **A written protest must be filed with the District's Director of Field Engineering within seven (7) days from the receipt of the District's written notice of an unsuccessful proposal.** The Director of Field Engineering will acknowledge receipt of the protest and forward a copy of this protest to the District's Legal Counsel. The written protest is to include the name and address of the one protesting, identification of the procurement or DB Agreement, a statement of the reasons for the protest, and supporting evidence or documentation to prove any claims prior to an award date. The Director of Field Engineering will investigate the written protest and any evidence or documentation submitted. The Director of Field Engineering will then meet with the Legal Counsel, the department involved in the procurement, and the protest party to attempt to resolve the issues of the protest. Decisions will be rendered within thirty (30) days after receipt of protest unless additional information from the protestor or grantee is required. If additional information is required, a decision will be rendered within thirty (30) days after receipt of additional information. If the protest pertaining to a proposal is still not resolved, the appeal decision will be forwarded to the Assistant General Manager of Planning, Engineering, and Construction. The last and final step of an appeal process would be to petition the District's Board.

The Director of Field Engineering can be contacted at the following location:

Bruce A. Mitzel, P.E. Director of Field Engineering
PO Box 8300
Perris, CA 92572-8300
(951) 928-3777 ext. 4476
mitzelb@emwd.org

5.5.8 CONFLICT OF INTERESTS

No officer, employee, or agent of the District, nor any member of the immediate family of any such officer, employee, or agent as defined by District ordinance, shall have any personal financial interest, direct or indirect, in the DB Agreement, either in fact or in appearance. The Design/Builder must comply with all federal, state, and District conflict of interest laws, statutes, and regulations.

The Design/Builder shall be required to complete and submit with its proposal a Conflict of Interest Form, included in Form J, Certification 3, in which it shall represent that it presently has no interest and shall not acquire any interest, direct or indirect, in the project to which the DB Agreement will pertain, which would conflict in any manner or degree with the performance of the services and obligations thereunder. The Design/Builder further will be required to covenant that, in performance of the DB Agreement, no person having any such interest shall be employed.

5.5.9 CERTIFICATIONS

The Design/Builders are required to complete and submit all certifications found in Form J. By submitting a proposal Design/Builder must agree to those certifications. The Design/Builder shall complete and submit Proposal Form J, Design/Builder Certification Forms, in accordance with the instruction provided therein.

Form J - Certification 1 – The Design/Builder Non-Collusion

Form J - Certification 2 - The Design/Builder Anti-Lobbying

Form J - Certification 3 – The Design/Builder Non-Collusion

5.6 AWARD OF DB AGREEMENT

A DB Agreement may be negotiated with the low bid Design/Builder whose proposal is determined responsive to this RFP as solely determined by District. District reserves the right to reject any or all proposals and to award a DB Agreement in whole or in part.

It is the District's intent to award the project in whole however the District will evaluate costs associated with each Pump Station independently on a return on investment basis prior to award. Should the District determine a specific Pump Station(s) is not favorable in its evaluation, the District may elect to discuss cost saving options or revised Scopes of Work with the low bid Design/Builder. The District may also elect to award only the design component of the Pump Station(s). The DB Agreement will be modified to reflect such changes.

6 Proposal Submittal Requirements

6.1 GENERAL REQUIREMENTS

Submit **one (1) original and five (5)** copies of the complete proposal and **one (1)** electronic copy on USB flash drive to:

Brittnee Francis
Construction Admin Representative
2270 Trumble Road
P.O. Box 8300
Perris. CA 92572

Proposals must be received by the date and time stated in Section 5.1 herein. The envelope shall be labeled as stated in Section 1 of this RFP.

Interested Design/Builders are responsible for the timely and accurate delivery of their proposals. Only those proposals received in the above office on or before the date and hour set for receipt of proposals will be eligible for consideration. Any proposal received after the closing time, regardless of the method of delivery, will be returned to the Design/Builder unopened. Proposals may not be withdrawn after the closing time.

Supporting information documents are included in this RFP. Interested Design/Builders may obtain additional Project-related documents by contacting Brittnee Francis, Construction Admin. Representative at the District's office at 2270 Trumble Road, P.O. Box 8300, Perris, CA 92572.

6.2 FORMAT REQUIREMENTS AND ORGANIZATION

The **TOTAL LENGTH** of the proposal **shall be no more than 30 pages**. The proposal shall be on 8½x11, and/or 11x17 tri-fold, format, as described below. Font size in the body of the proposal shall be at least 11-point.

The proposal page limit does not include the cover letter, index and/or table of contents, front and back covers, title page, separation tabs, and resumes (keep resumes to 2 pages each, maximum, and provide in **Section 8** of the proposal). Use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the Design/Builder. The District will not consider review of any Design/Builder specific or other information not requested or required by this RFP. Please refrain from using generic company literature.

Design/Builders shall provide the appropriate information in accordance with the content and format requirements set forth in this RFP. Proposals shall incorporate graphics (piping/process flow diagrams, electrical single-lines, controls, architecture, and other drawings) as necessary to clearly present information incorporated in the proposal. Proposals must be separated by tabs into the following sections and subsections:

Cover	
Letter	
1.0	Executive Summary
2.0	Technical Proposal
3.0	Project Management Proposal
4.0	Business/Financial Proposal
5.0	Updated Experience and Qualifications Information
6.0	Cost Reduction Proposals
7.0	Proposal Forms
8.0	Appendices (including Resumes)

Failure of a Design/Builder to organize the information as prescribed in this RFP, or as prescribed in subsequent addenda, may result in the District, at its sole discretion, deeming the Proposal unresponsive to the requirements of this RFP. Design/Builders may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of their Proposal. Section 8 of the Design/Builder’s Proposal (Appendices) has been provided for inclusion of resumes, and certain technical information such as drawings, charts, forms, and tables that may be used to facilitate Proposal preparation.

6.3 PROPOSAL CONTENTS

Design/Builders must provide the appropriate information in accordance with the content and format requirements set forth in each of the following Proposal sections.

Cover Letter (not a part of page limit)

The Proposal shall include a cover letter. The cover letter shall contain the name, address, telephone number, fax number, and e-mail address of the Design/Builder and the principal contact person. The cover letter shall confirm the legal entity of the Design/Builder and include a listing of consultants or contractors that are part of the team. It shall also identify the Project Guarantor if different from the Design/Builder.

Tab 1 Proposal Section 1.0 – Executive Summary (max five pages)

Design/Builder shall submit an Executive Summary detailing the key aspects of their Proposal. This section shall include a clear statement of the Design/Builder’s understanding of the RFP, identify the Project Manager (individual having overall project responsibility through design and construction phases), major participants and their respective roles on the Project, briefly describe the Proposal, and summarize how the proposed services and team meet the requirements of the RFP, the District’s objectives, and the draft DB Agreement and Schedules. No pricing information should be included in the Executive Summary.

The Executive Summary shall include a description of the Design/Builder, i.e., the form of business structure (corporation, partnership, joint venture, etc.) that is proposed to serve as the contracting party. A Project organization chart is required which shall include a full page diagram of the legal relationships between all parties of the Design/Builder's Project team, and a clear description of the ownership structure of all Design/Builder team members. If the Design/Builder is a partnership or a joint venture, all members of the Design/Builder shall be listed. Pre-qualified Respondents may not materially modify their ownership structure, as presented in their SOQ.

The Executive Summary shall identify the portions of the Project that will be undertaken directly by the Proposer and what portions of the Project will be subcontracted and to which firms (collectively, "Significant Subcontractors"). The Project organization chart shall show all Key Personnel identified and lines of authority for the Design and Construction Work Period.

The Proposer shall also identify any other entity, including, without limitation, any corporation, partnership, firm, joint venture, or individual to which the Design/Builder intends to assign material responsibilities under the DB Agreement. At a minimum, the Executive Summary shall identify the parties that will undertake the various roles required to perform the Contract Obligations.

The proposed contractual relationships between the Design/Builder and all major partners and Significant Subcontractors relative to the various phases of the Project (e.g., design, construction, commissioning, Acceptance, etc.) shall be outlined in the Executive Summary. The District reserves the right to request copies of such contracts as part of the Proposal review process.

In addition, Design/Builders shall indicate the current workload of the key Project team members and shall provide a description of how the Project team will manage the workload in a manner that will assure the timely, cost-effective delivery of the Contract Obligations.

Tab 2 Proposal Section 2.0 – Technical Proposal (max fifteen pages)

Section 2.0 of the Proposal shall present the technical aspects of the Design/Builder's plan to complete the design and construction, and provide related services for the Project. Design/Builder shall provide a description of the Project facility components as well as the information necessary to convey a clear understanding of the Project. The Technical Proposal shall be in sufficient detail to allow the District to evaluate the Design/Builder's ability to comply with the performance standards and other technical requirements outlined in the Draft DB Agreement. The Technical Proposal Section shall, at a minimum, address the following elements:

1. **Overall project concept** – briefly describe all major components of the Project included in the Design/Builder’s Proposal and identify and list all anticipated design drawings required. Design/Builders should note that their project concept and the design approach should conform to the District’s Potable Water Booster Pumping Station Submittal and Design Guidelines attached hereto as Design and Construction Requirements, Appendix 3.
2. **Demolition** – describe all demolition and salvage activities included with the proposed Design and Construction Work and if associated credits for equipment salvage value will accrue to the District.
3. **Pump Driver and Piping Modifications** – describe the proposed changes to pump drivers and sizing considerations/approach, addition of variable frequency drives, and piping modifications. Design/Builders shall also discuss the Design/Builder’s experience with design, construction, and operation of drinking water booster pumping stations. Describe the Design/Builder’s approach to maintenance of operation during the modifications.
4. **Standby Diesel Generators** – describe the proposed standby diesel generator and sizing considerations/approach. Discuss any ride-through provisions for control systems on power loss and transfer, if applicable.
5. **Electrical Systems and Power Supply** – describe the proposed changes to the existing electrical and power supply systems and phasing, including changes to existing transformers, motor control centers, and other switchgear and controls. This section shall include a description of the Design/Builder’s approach to maintaining hydraulic reliability, coordination with the District, Southern California Edison, and MVU; including Plan of Service. Also describe the approach to coordination with SCE in regard to the VFD installation and IEEP.
6. **Site/Civil Work** – as applicable, discuss approach to a construction site plan, utilities installation, new containment features for standby diesel generator fuel, grading, stormwater management, landscaping, parking, BMP’s, etc.
7. **Structural Work** – include a discussion of the approach to the design of the structural aspects of the Project, including foundation systems, walls and retrofits, and roof systems modifications proposed for the Project, if applicable. Design/Builders shall identify any geotechnical investigations necessary for the installation and/or removal of equipment and utilities and/or standby diesel generators.
8. **Other Systems** – As applicable, proposals shall describe other building services and systems required, including:
 - HVAC Systems;
 - Instrumentation and Control Systems
 - Flow meters and other equipment provided;
 - Controls integration and RTU’s;

- Coordination and integration with the District’s Integrated Operations Center
 - Utility Connections;
 - Coordination with SCE and MVU for Service Plan and IEEP
9. **Governmental Approvals** – Design/Builders must describe their plan to obtain the required permits, approvals, or other authorizations needed to construct, commission, and test the Project. The plan should encompass, but not necessarily be limited to the permits and approvals identified in the Draft DB Agreement, Appendix 2 except for those specifically identified as the responsibility of the District. Design/Builder must also identify any permits not listed that they believe will be required. Proposals must also state whether coordination or assistance is needed from the District in obtaining such approvals.

Proposals must state the name of each identified permit or approval, the estimated time required to obtain the permit or approval, and any other parties that must assist in obtaining them. Proposal must also identify issues that could delay issuance of permits beyond the time frames identified in Proposals and strategies for managing any such delays. The services to be provided to obtain South Coast Air Quality Management District Permits for the booster pump stations should be specifically addressed.

Environmental Protection and Mitigation – Proposals must describe the Design Builder’s environmental protection and mitigation measures. Proposals must provide a narrative description of measures to address the construction-related impacts listed below during the Design and Construction Work Period:

- Fugitive dust during construction;
- Noise or light impacts during construction;
- Traffic mitigation during construction;
- Stormwater Management; and
- Spoils management.

The relationship of environmental protection and mitigation plans to the Proposal must be described.

10. **Construction Approach Including Sequencing** – The proposal must include a detailed construction approach to include the following:
- Management of Construction Site – the narrative shall identify the limits of work, all permanent and temporary on-site structures, facilities and utilities, staging areas, temporary traffic circulation, parking areas, site drainage during construction, site security features during construction, and landscaping and buffers; management of water used and produced during construction, including temporary erosion and sedimentation control construction dewatering, and treatment and discharge/disposal.

- Site development approach – the narrative must address construction laydown areas; proposed site security features, access and worker parking; clearing limits and methods; temporary stockpiles; and earth movement.
- Construction sequencing – the narrative shall include a discussion of the Design/Builder’s plans for construction sequencing and coordination with the District. The sequencing plan shall also include the activities, their durations, and milestones required for obtaining Governmental Approvals needed to construct and operate the Project, including those set forth in Appendix 2 of the DB Agreement. The sequencing plan shall also include identification of any and all schedule-constraining resources and how the Design/Builder will manage these resources to prevent them from impacting construction progress including such items as availability of skilled workers, materials, machinery, equipment, working capital. This narrative should conform to the Design/Builder’s proposed baseline schedule.

11. **Commissioning and Acceptance** – describe proposed commissioning and Acceptance Testing approach and what documentation will be provided to the District prior to and following commissioning and Acceptance Testing activities. The Design/Builder shall provide details of the commissioning team’s organization, personnel composition and identify who will be in direct responsible charge of the Project during the start-up, testing and the performance of the DB Agreement’s Acceptance Test, conforming to Appendix 4 requirements.

Tab 3 Proposal Section 3.0 – Project Management Proposal (max five pages)

This section should present the project management aspects of the Proposal. Design/Builders shall submit sufficient information so that the District can evaluate the Design/Builder’s ability to satisfy the conditions of the DB Agreement. The Project Management Proposal shall, at a minimum, address the following elements:

1. **Project Implementation Approach** – Design/Builders shall describe their internal team and their approach to Project partnering with all Project stakeholders to assure Project quality and performance.
2. **Organization Chart** – A detailed Project organization chart of Key Individuals shall be provided (Design and Construction).

3. **Project Schedule** – Design/Builders shall include a level-3 project schedule that present the major activities necessary to implement their Proposal. The schedules should commence with the DB Agreement Date, and include but not be limited to the Notice to Proceed (NTP) for the Design and Construction Works, the NTP for Early Construction Works, the NTP for the Construction Works, Acceptance, and Final Completion (completion of all Project-related activities through Acceptance and all Punchlist items), identify major milestones and present the Project’s critical path.
4. **Design-Build Quality Management Plan** – Design/Builders shall describe their preliminary quality assurance/quality control (QA/QC) plan for the Project and procedures including the authority and independence given to the person(s) tasked with implementing quality assurance and quality control. The description should include as applicable, permitting, design, construction testing, and commissioning, and procedures including the authority and independence given to the person(s) tasked with implementing quality assurance and quality control.
5. **District Coordination and Communication Plan** –The Design/Builder shall describe, in detail, their approach to communicating and coordinating with District Staff as applicable. The Communication Plan should address communications with external stakeholders, as well as the District, such as SCE and the City of Moreno Valley. The aspects of the Communications Plan related to communication with external stakeholders should demonstrate coordination with the District’s Public and Governmental Affairs Organization.

Tab 4 Proposal Section 4.0 – Business/Financial Proposal (max five pages)

This section must present the business and financial aspects of the Proposal. By submitting a Proposal, each Design/Builder agrees that the pricing terms submitted in connection with the Proposal shall be held firm for a period of 120 days following the date of the Proposal. All pricing shall be subject to adjustment solely in accordance with the terms and conditions of subsection B of this Section and the Draft DB Agreement. The following subsections outline the information that shall be included in the Design/Builder's business and price submission.

A. Summary of Business and Fixed Price Proposal

Pre-qualified Design/Builder shall provide a summary of the key aspects of its business and price proposal with reference to the applicable Proposal Forms, including the price Proposal Forms discussed below and the Proposal Forms required above with respect to the financial capacity of the proposed Project team.

B. Proposal Forms B, C ,D and E: Total Base Fixed Design-Build Price (B); Heacock Booster Pump Station Project Price Detail (C);Pettit Booster Pump Station Project Price Detail (D); Oleander Booster Pump Station Project Price Detail (E)

The Design/Build proposer shall complete Proposal Form B by providing the Total Base Fixed Design-Build Price as well as a detailed breakdown of the Fixed Design-Build Price for each booster pump station, and the three optional pricing items as indicated in Proposal Forms C, D, and E. The items listed on Proposal Forms C, D, and E are not intended to represent a complete listing of all equipment, systems, and infrastructure requirements to design and construct the Project. Design/Build proposers shall include additional items and remove inapplicable items, as appropriate, to add clarification of their Proposal.

The Total Base Fixed Design-Build Price shall include all costs for all Contract Obligations including performing the Design and Construction Work, including obtaining all applicable Governmental Approvals, designing, constructing, starting-up, commissioning and Acceptance Testing of the Project. The Total Base Fixed-Design Build Price shall also include the costs associated with the required Design-Build Period Insurance, Performance Bond and Payment Bond, as well as any other costs associated with the Design-Build Period necessary to achieve Final Completion. Proposers shall provide their Total Base Fixed Design-Build Price with the understanding that there is no intention on the part of the District to request further “best and final offers” and that this proposed Total Base Fixed Design-Build Price (subject to adjustment as set forth in this subsection and the DB Agreement) shall be included in the DB agreement.

Proposers should note that while the Total Base Fixed Design-Build Price represents the Design/Builder’s guaranteed price for performing all Design and Construction Work and achieving Final Completion, the detailed breakdown of the Base Fixed Design-Build Price on Proposal Forms C, D, and E shall be used for informational and evaluation purposes of the District and as a basis for discussion for the development of the Schedule of Values to be used for progress payments. The Total Base Fixed Design-Build Price and each line item price shall be inclusive of all applicable Taxes and fees.

As indicated above, the proposed Total Base Fixed Design-Build Price shall remain effective for 120 days following the Proposal submission date and shall be subject to adjustment solely in accordance with this RFP and the DB Agreement.

The detailed breakdown of the Base Fixed Design-Build Price on Proposal Forms C, D, and E shall be used by the District and as a basis for the development of the Schedule of Values to be used for progress payments. Progress payments of the authorized Total Fixed Design Build Price will be made based upon the final Schedule of Values.

C. Bonds and Insurance

Proposals must include an acknowledgment of intent of surety to issue the required bonds for the Design and Construction Period in an amount equal to the tendered Total Base Fixed Design-Build Price and consistent with the requirements indicated on Proposal Forms F and G and to maintain the levels and categories of insurance delineated in the DB Agreement and consistent with the requirements indicated on Proposal Forms P throughout the Project including the Warranty Period.

Surety companies must be qualified such that they satisfy the standards in the DB Agreement and are licensed to do business in the State of California.

Tab 5 Proposal Section 5.0 – Updated Experience and Qualifications Information (not a part of page limit)

Design/Builders may update their qualifications information, as needed, to reflect enhancements to their proposed team occurring after the submittal of their statements of qualifications in response to the Request for Qualifications (RFQ) issued by the District.

This section shall include the Design Firm/Team’s project related experience (including sub-consultants). The Design Firm/Team will be a significant factor in the overall Proposal assessment thus it is critical to provide sufficient information to allow a thorough review of the Design Firm/Team’s qualifications. This section shall identify the Design Project Manager (individual having design responsibility and must be a Registered Civil Engineer in the State of California) and shall include resumes of key individuals performing engineering services including experience on similar projects. Design Firm/Teams demonstrating successful Design/Build experience is highly desired. Such updated information will be considered when evaluating qualifications.

Tab 6 Proposal Section 6.0 – Cost Reduction Proposals (not part of page limit)

Design/Builders may submit ideas to alter the scope of the 30% design in order to achieve cost savings, either capital or on-going operations costs, while maintaining the overall goals, functionality, and objectives of the Project. These ideas must be accompanied by estimates of anticipated costs and savings as well as a thorough discussion of the pros and cons of each idea. However, it should be noted that all proposals for such changes must be reflected on PF-1. Note, the Proposal must include a response to and Total Fixed Design Build Price that encompasses the original scope of services requested in the Design Requirements attached herein to be considered responsive.

Tab 7 Proposal Section 7.0 – Proposal Forms (not part of page limit)

To be deemed responsive to this RFP, Design/Builders must provide the requested information and complete in detail all Proposal Forms listed and provide in **Section 7.0 of this RFP**. All Proposal Forms must be included in this section of the Proposal.

Tab 8 Proposal Section 8.0 – Additional Proposal Documents (not part of page limit)

Appendices for certain additional technical information such as drawings, charts, forms, and tables may be used to facilitate Proposal preparation. There is no page limit on the appendices; however, the District does not guarantee review of voluminous information provided in the appendix and may not be considered in evaluation of the proposal.