



CITY OF PITTSBURG REQUEST FOR PROPOSAL

Professional Services For

Delta View Sports Fields Development

PROJECT DESCRIPTION

The City of Pittsburg is seeking proposals from qualified vendors to provide design, landscape architecture, civil engineering, additional supportive disciplines required to provide a complete set of construction plans, specifications, and construction support documents for the project, along with technical studies to support CEQA review and certification.

RESPONSES DUE:

2:00 p.m., Wednesday, June 15, 2022

City of Pittsburg
Community Development Department Engineering Division
Attn: Bruce Zaeni, P.E.
65 Civic Avenue Pittsburg, CA 94565

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Delta View Sports Fields Development

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EXHIBITS (for the proposers to review)

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REQUEST FOR PROPOSALS

Professional Services For

Delta View Sports Fields Development

Sealed proposals (Six bound copies) must be received **before 2:00 PM on Wednesday June 15, 2022** by the City of Pittsburg, Community Development Department Engineering Division, Attn: Bruce Zaeni, P.E., 65 Civic Avenue Pittsburg, CA 94565. Email address: BZaeni@pittsburgca.gov

1. Solicitation documents are available from the City. Please see the solicitation documents for complete details and proposal requirements.
2. Proposer shall honor proposal prices for One Hundred Twenty (120) days or for the stated contract period, whichever is longer.
3. Proposals must include this Request for Proposal form and be signed by the vendor’s authorized representative. This signature acknowledges the proposer has read and understands the requirements contained on pages 1 through 12, attachments A,B,C,D and E and exhibits A,B and C.
4. The last day for questions will be Tuesday June 7, 2022 before 2:00 PM. Questions shall be submitted electronically via email to Bruce Zaeni, P.E., BZaeni@pittsburgca.gov Answers will be provided at the sole discretion of the city and will be distributed electronically to all proposers.
5. The vendor is responsible for the accuracy and completeness of any solicitation form not obtained directly from the City.
6. The specifications in this notice shall be considered a part of any contract made pursuant thereto.

I have, read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

Company: _____

Address: _

Name (Print): _____
Signature: _

Company Phone No.: _

Title of Person Signing Proposal: _

SECTION B - PROPOSAL INSTRUCTIONS

Professional Services for Delta View Sports Fields Development

1. **ADDENDA**. The city will not accept responsibility for incomplete packages or missing addenda. It is the vendor's sole responsibility to monitor the release of any addenda prior to submission of the proposal to make certain the package is complete, and all required addenda are included. Vendors are cautioned against relying on verbal information in the preparation of proposal responses. All official information and guidance will be provided as part of this solicitation or written addenda. Addenda, if issued by the Agency, will be transmitted to each holder of record on file with the City. Addenda shall be signed and submitted, with the proposal. If addenda are not signed and submitted with the proposal response, the proposal may be deemed non-responsive and rejected.
2. **AWARDS**.
 - 2.1. The City reserves the right to waive any informality in any proposal.
 - 2.2. This RFP does not commit the City to award any contract, nor to pay any amount incurred in the preparation of the proposal. The City reserves the right to accept or reject all proposals received in response to this request, to negotiate with any qualified consultant, or to cancel this RFP in part, or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, price, or other revisions of the proposal as may result from negotiations. The City reserves the right to extend the time allotted for the proposal, and to request a best and final offer, should it be in its best interest to do so.
 - 2.3. The proposal may be awarded in its entirety as proposed; however, the City reserves the right to award elements of the work, independently, and to do portions "in-house." Additionally, the City reserves the right to award subsequent work on this project based on information presented in this proposal, without recourse to a separate or subsequent RFP process, should it be in its best interest to do so.
 - 2.4. The city may make an award based on partial items unless the proposal submitted is marked "All or none." Where detailed specifications and/or standards are provided the city considers them to be material and may accept or reject deviations.
3. **BONDS**. No bonds are required for this project.
4. **COOPERATIVE BIDDING**. Other public agencies may be extended the opportunity to purchase off this solicitation with the agreement of the successful vendor(s) and the City of Pittsburg. The lack of exception to this clause in vendor's response will be considered agreement. However, the City of Pittsburg is not an agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.
5. **DELIVERY**. Six(6) bound copies of the proposal shall be delivered to the City by the date and time shown on the notice to proposers.

6. **CITY BUSINESS LICENSE STATEMENT.** If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

7. **INVOICES.**

Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date.

- A unique invoice number;
- The beginning and ending dates of the billing period;
- Detail of Charges including, where appropriate, labor (by subcategory), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed).
- The Consultant's signature.
- Invoices shall be addressed to:

City of Pittsburg
Public Works Department
Engineering Division
Attn: Richard Abono
65 Civic Avenue Pittsburg, CA 94565

Invoices will reflect the purchase order # and goods or service delivered in accordance with the terms of the contract. Invoice processing begins on receipt of the material or invoice, whichever is later.

8. **STATE PREVAILING WAGE.** This contract is subject to the State prevailing wage requirements of the California Labor Code including, but not limited to, Sections 1770, 1771.5, 1773, 1776 and 1777.5. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. A copy of the prevailing rate of per diem wages shall be posted at the job site. This contract is subject to SB 854 and SB-96. Contractor shall comply with California prevailing wage laws including, to the extent applicable, LaborCode Section 1720.9.

9. **LABOR COMPLIANCE.** This contract is subject to SB 854 and SB-96. Contractor shall comply with California prevailing wage laws including, to the extent applicable, Labor Code Section 1720.9. The Contractor is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

10. **PREPARATION.** All proposals and required forms must be submitted as instructed in the following document sections typed or written in black ink except signatures. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal. In compliance with Resolution 93-9, all proposals and attachments must be submitted double-sided on recycled paper.

11. **REJECTION**. The City reserves the right to reject any or all proposals and to waive any informality in any proposal. The City may reject the proposal of any vendor who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a vendor who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any vendor who is in default of the payment of taxes, licenses or other monies due to the City of Pittsburg.
12. **RENEWAL AND PRICING ADJUSTMENT**. Contracts entered into pursuant to this RFP may be renewed annually, up to four times, in accordance with the terms of the contract. If not otherwise stated, the contract may be renewed if the new pricing of the contract does not change more than the annual rate indicated by the Consumer Price Index for the San Francisco Bay Area.
13. **STATE CONTRACTOR'S LICENSE**. Is not required for this proposal.
14. **SUBCONTRACTORS**. For all projects, the vendor must list any subcontractors that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
15. **SUBMITTING PROPOSALS**.
 - 15.1. The response must be submitted on this form and include all forms provided or information requested or required by the scope of work or specifications.
 - 15.2. All documentation of unit pricing or other cost breakdowns as outlined in this proposal must be submitted to support the total proposed price.
 - 15.3. Proposals/corrections received after the closing time will not be accepted. The City will not be responsible for proposals not properly or timely submitted. Upon award, all submissions become a matter of public record.
16. **TERMINATION**. The City may terminate any purchase, service, or contract with or without cause either verbally or in writing at any time without penalty.
17. **SITE INSPECTION**. By submittal of this proposal the proposers acknowledge they have conducted a thorough inspection of the site of the proposed work and to their satisfaction is aware of the actual conditions that exists at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.
18. **LIMITATIONS**. All reports and pertinent data or materials shall be the sole property of the City of Pittsburg and may not be used or reproduced in any form without the explicit written permission of the City. The consultant should expect to have access to only the public records and files of local government agencies in preparing the proposal or reports. No City staff assistance (in the form of primary work effort) should be anticipated by the consultant. Good business practices, such as the use of formal letters of request and the making of appointments should be followed. **The selected consultant will be required to enter into and execute the City's Standard "Professional Services Agreement"**.

SECTION C - SCOPE OF WORK

INTRODUCTION/BACKGROUND - The City of Pittsburg (City) is located just a short BART ride from San Francisco, in eastern Contra Costa County, between the Delta waters and the foot of Mount Diablo. The City provides their residents a network of 27 parks. Most are available, one a first come, first served basis, although some picnic areas do require an advance registration and permit.

The proposed project is planned to develop a portion of the defunct Delta View Golf Course in the City of Pittsburg and will encompass approximately 10 acres of land. The former golf course was approximately 175 acres.

The Site is located approximately three miles from the City's downtown area and less than two miles from the Pittsburg/Bay Point and Pittsburg Center BART (Bay Area Rapid Transit) stations. The Site lies in the northwestern corner of the former Pittsburg Golf and Country Club site south of West Leland Road. John Henry Johnson Parkway borders the Site to the west, unincorporated lands border the Site to the south and Contra Costa canal borders the Site to the east. The Site was originally developed as the Pittsburg Golf and Country Club in the mid-1900s. In 1960, the United States federal government deeded the property to the City as part of the transfer of the Camp Stoneman Rifle Range Park Site. The City maintained the property as a public golf course until early 2018, when golf course operations ceased.

The Site encompasses a portion of the former golf course and has features that include sand pits, two constructed ponds, paved cart paths and fencing. There are six structures on the Site, plus a water storage tank and an asphalt-surfaced parking lot. Three of the structures were accessible to the public prior to closure of the golf course and included a pro shop, restaurant, and golf course clubhouse. The remaining three structures, located just to the southwest of the restaurant and clubhouse, are utilitarian buildings that housed equipment, carts and other items in support of golf course maintenance and operations. The water storage tank is located near the east edge of the Site, just north of the Contra Costa Canal. The paved parking lot is located at the northeast corner of the Site, proximal to the restaurant and clubhouse buildings. Vegetation onsite primarily consists of ruderal grasses and small- to medium- sized trees within the developed golf course lands, and annual grassland in undeveloped areas. Some wetlands occur in larger drainage swales. Topography alternates between rolling hills and gently sloping areas with surface water drainage generally northward. The current General Plan land use designation for the Site is *Park*. The zoning classification of the Site is OS (Open Space) District.

The project will feature three multi-purpose fields to serve as a regional draw for the economic benefit of residents of the City. The design will also include sport field lighting, an electrical score board, landscaping and irrigation, various site furnishings, a restroom/concession building, tree plantings. In addition, a parking lot, paved and unpaved walkways and trails circling the proposed facility, a pedestrian drop-off and pick-up area, landscaping and other amenities will be included within the project limits.

Upon completion of the traffic study, installation of a traffic signal at the new parking entrance may be deemed necessary and a budget for its design should be included as an optional task in the proposal.

The City anticipates that the proposed improvements will require the completion of an Initial Study and the determination of the appropriate level of CEQA review. It is anticipated that a Mitigated Negative Declaration (MND) will be prepared. The selected design consultant will not be required to prepare the MND but will be asked to develop the technical studies for lighting, noise, traffic, and hydrology and assist in that effort.

The scope of work includes design, landscape architecture, civil engineering, and all supportive disciplines required to provide a complete set of construction plans and specifications. The Consultant team will also provide construction support for the project.

The proposed project will be designed to utilize reclaimed water for irrigation.

The restroom/concession building is expected to make an architectural statement on site. This project shall incorporate “green/sustainable building” standards and shall meet LEED Silver certification at a minimum where applicable. The selected vendor will be asked to consider utilization of the existing facilities on site with a cost / benefit analysis being used to determine viability.

The total construction budget is anticipated to be around \$4 million.

1. **OBJECTIVES** - The purpose of this RFP is to obtain the services of a well-qualified consultant familiar with the work required under this RFP and capable of providing design services. The City is seeking a Consultant to perform design services in connection with the design and construction phases of this recreation facility. Services will include design development, preparation of construction plans, specifications and cost estimates, construction support, and record drawings.

The selected consultant shall work closely with the City’s Project Manager when preparing the preliminary site plan and design of the items included in the work statement below. It is extremely important that the consultant work closely with City staff to successfully complete the project on schedule and on budget and protect the interest of the City.

2. **WORK STATEMENT** - Requested consulting services shall hereby consist of all items of work necessary to finalize the design and complete detailed Construction Plans, Specifications, and CostEstimates of the site plan improvements, multi-purpose fields, sport field lighting, electrical scoreboard, restroom/concession building and its amenities, various site furnishings, and parking facilities. It is anticipated that the consultant will provide the following services (this list is not intended to be all-inclusive or limiting):
 - a. Complete Architectural design services
 - b. Include at least three alternative layouts for City selection of the preferred alternative.
 - c. Selection of interior and exterior materials, finishes, and fixtures (subject to City approval)
 - d. Mechanical & Plumbing Engineering
 - e. Electrical Engineering
 - f. Structural Engineering including Seismic Analysis
 - g. Site Plan, including surveying
 - h. Grading, Drainage and Soils
 - i. Traffic engineering
 - j. Traffic Signal Design (optional task)
 - k. Landscape Architectural and Irrigation design services
 - l. Environmental Acoustic Study
 - m. Ball containment from adjacent streets and parking lots
 - n. Storm Water Control Plan
 - o. CEQA support and Permitting

The consultant shall prepare a site plan showing existing and proposed improvements including utilities,

parking lots, handicap (ADA) accessibility, exterior lighting, driveways, and any other improvements that will serve the proposed new facilities and the park overall.

3.1. TASK 1: PRELIMINARY INVESTIGATION

- Meet with the City initially to discuss the scope, purpose, and pertinent details of the project.
- Obtain and review available reports, maps, data, and previous studies.
- Consultant shall conduct a field reconnaissance to assess existing conditions in vicinity of project site, focusing on factors that could potentially affect the project.
- Research of all existing underground and overhead utilities within the project areas.
- Survey of utilities and other existing improvements as needed.
- Pothole various locations to confirm information discovered through investigation above
- Provide the City with a copy of all collected survey and utility information, as well as any related correspondence.

3.2. TASK 2: PROJECT MANAGEMENT

- Develop a Project Development Team (PDT) – subject to City approval. Members of the PDT shall include the Consultant and subconsultants as required, City and other agency representatives, as necessary.
- Consultant shall schedule and conduct a kick-off meeting and Monthly PDT meetings.
- Consultant shall prepare Monthly Progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates.
- Consultant shall have a quality control plan in effect during the entire course of the project.

3.3. TASK 3: DESIGN

- All design work shall be coordinated with the City and all Agencies that will be affected.
- Complete necessary design and construction approvals for the project from required Agencies to include City's Planning Development Review Committee approval. Provide all necessary plan check copies required by affected agencies.
- Confer and coordinate with affected Agencies and utility companies to identify design controls and considerations necessary for plan preparation and approvals.
- Map existing utilities on project base plans based on as-built obtained from utility companies.
- Prepare grading and drainage plan; adjust grades as necessary to accommodate recreation uses, circulation and to comply with ADA requirements.
- Conduct team meetings with affected Agencies to review project schedules, concepts, plans, and specifications. Prepare meeting minutes.
- Provide the City with an original complete set of plans and profiles, specifications, and cost estimate.
- Prepare a hydrology study including storm runoff analysis subject to NPDES permit. This will result in the preparation of a Storm Water Pollution Prevention Plan in addition to Storm Water Control Plan.
- Construction cost estimate shall include total cost, as well as subtotals for each category of

work.

- All utility services and point of connections must be identified and requests for service submitted to the providers.

3.4 TASK 4: OUTREACH – PUBLIC WORKSHOP PRELIMINARY DESIGN

- Conduct up to two public workshop to share with the Community concept park designs to seek feedback for consideration of inclusion in the project.
- The Project Team will present park alternatives based upon context, opportunities and constraints, and typical park amenities
- Facilitate appropriate presentation to City council subcommittee at their regular meeting.

3.5 TASK 5: PERMITS

- Consultant shall assist the City with the acquisition of all permits, including the City’s Building & Safety Division and Engineering Services Division.
- Consultant shall obtain any required permits from drainage, sewer and water services.
- Consultant shall obtain any required Federal and State permits

3.6 TASK 6: BID / CONSTRUCTION ADMINISTRATION

- Attend pre-bid meeting.
- During bid phase, respond to bidder questions regarding PS&E and prepare addendum(s).
- Attend pre-construction meeting.
- During construction phase, respond to contractor’s questions regarding design, and review submittals. This will include assisting the City with any Requests for Information (RFI’s) during bidding; preparation of any addendums, answering RFI’s during construction review of shop plans during construction, and assisting the City with any Contract Change Orders (CCO’s) during construction. Also, attend weekly construction progress meetings on site.
- In addition to the tasks listed above, the Consultant shall also conduct the following services:

-Meet with the City approximately once a month to report on the progress of the work. A brief written summary of these meetings shall be prepared by the Consultant and submitted to the Project Manager.

-Provide electronic copy of all documents developed during the contracted period with the City. Drawings are to be developed on AutoCAD, and documents shall be prepared utilizing Microsoft programs, i.e., “Word,” “Excel,” “PowerPoint,” and “Project.” As built drawings shall be provided to the City in multiple formats, including GIS format.

The City expects the Consultant to prepare a comprehensive proposal with recommendations, actions, and procedures to accomplish the objectives set forth above. The City seeks a Consultant who is committed to providing high-quality work in a reasonable timeframe that meets all applicable state and federal

regulations.

The City will provide all relevant data in its possession that pertains to this project in support of the Consultant's professional services. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by the City.

3. DESIGN REQUIREMENTS - The building design shall conform to the latest City's Zoning Ordinance, 2019 California Building Code, 2019 California Mechanical and Plumbing Code, 2019 California Electrical Code, 2019 California Energy Regulations, Green Building Standards, the City of Pittsburg's Adopted City Amendments, and the Americans with Disabilities Act. The City intends to install a prefabricated, fully automated and self cleaning restroom at this site. The evaluation and selection of exact design, model, and associated amenities are part of scope of these services which must be closely coordinated with the City.

4. SCHEDULE - The below dates are goals and subject to adjustment. However, the City intends to stay close to this timeline:

Proposal to City of Pittsburg	June 15, 2022 at 4:00 p.m. – City Hall
Consultant Selection	June 29, 2022
City Council - Award Contract	July 18, 2022
Notice to Proceed	August 2, 2022
Preliminary Design Concepts to City	October 4, 2022
City Review of Preliminary Design by	October 27, 2022
65% Plans, Specs and Cost Estimate	December 1, 2022
City Review of 65% Submittal by	December 15, 2023
95% Plans, Specs and Cost Estimate	February 7, 2023
City Review of 95% Submittal by	February 28, 2023
100% Submittal of PSE package	March 28, 2023
Advertise Bids	April 11, 2023

SECTION D - RESPONSE FORMAT AND SELECTION CRITERIA

The proposal shall be submitted in the following format:

1. INTRODUCTION

A general introduction and description of the proposal and demonstration of the consultant's understanding of the project shall be provided. The format of the introduction is at the discretion of the consultant; however, a restatement of the City's objectives is suggested and should be provided.

2. QUALIFICATIONS OF FIRM AND ASSIGNED STAFF

Include the following:

- A Statement of Qualifications (SOQ).
- A brief company history of comparable work.
- A company brochure (if available).
- Include any experience your firm has with comparable regional sports field complexes, and park master planning.
- For each project, please include the name of the public agency (if applicable), location, type of project, year completed, and names of your staff involved.
- References and phone numbers of individuals responsible for the three projects listed above.

3. WORK STATEMENT

Describe the work program. Explain the proposed technical approach that addresses the specific issues identified in this RFP. Provide a description of the relationships between these activities. The organization of the plan of study should be as follows:

- TASK: An overview of a related group of subtasks or activities.
- SUBTASK: A detailed description of the work, including the methodology to be performed.
- OUTPUT: A description of the result of the activity or subtask.

The task, subtask, output format should be repeated throughout the plan of study until all the proposed work has been described.

4. SCHEDULE

Describe the time schedule for each proposed task and subtask described in the scope of work. Proposed work periods, milestones, and completion dates, as well as anticipated meeting dates, shall also be identified.

5. TOTAL BUDGET

The submitted proposal shall show a Not To Exceed budget for each task identified. Each task shall be broken down by subtask as identified in the scope of work. The estimate for each subtask shall be broken down by classifications, providing hourly billing rates for personnel, with the estimated total based on hour estimates. The estimate shall include all clerical, administrative, and support functions. The budget shall include provisions for meeting with the agency to report progress of the work.

List all subconsultants proposed for this project. Include their qualifications, previous experience, and specific responsibilities. On the form provided, list their name, address, telephone number, type of work to be performed by each subconsultant and total approximate dollar amount of each subcontract (Attachment C.)

SELECTION CRITERIA - The overall criteria are listed below. As proposals are considered by the City to be more equal in their technical merit, the evaluated cost or price becomes more important so that when technical proposals are evaluated as essentially equal, cost or price may become the deciding factor.

Primary consideration will be given to the general appropriateness of the proposal for the project, the technical competence and creative ability of the consultants (as described in the proposal) and the firm's willingness to work closely with City staff and other professionals. The City reserves the right to reject all proposals that are inappropriate, inadequate, or are otherwise non-responsive to the City's needs.

A cross department team of City Staff Members, will evaluate all proposals for adequacy, technical competence and suitability of the consultant. Selection will be based on the content of the written proposal received by the City, and additional information received in follow-up interviews as deemed necessary. The consultant's commitment of staff to the project will also be heavily weighted in the selection process. Only staff who will in fact be committed to the project should be set forth in the proposal and participate in the interview process of the City.

The City will select one firm with which to negotiate an agreement for services, and the selected firm will be notified by letter of the City's decision. If a contractual agreement cannot be reached with the first selection, the City may elect to negotiate with other qualified participating firms. The City reserves the right to select a consultant based on the review of the proposals, or to request the top candidates to participate in an oral interview for this project. All respondents to the RFP will be notified of the results of the selection process.

The Consultant must be willing to execute the City's Standard Professional Agreement without any revision.

SCORING CRITERIA:

- The consultant must have, and be able to demonstrate, adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.
- The consultant must have the necessary experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain and to manage them (including any sub-contractor arrangements).
- The consultant must have demonstrated experience performing the type of professional services requested, as well as the ability to perform/analyze the technical studies required.
- The consultant must be able to comply with the proposed or required performance schedule for this project.
- The consultant must have a satisfactory record of contractual performance.
- The consultant must be an Equal Opportunity Employer and have all insurance required by the City.
- The consultant must be otherwise qualified and eligible to receive an award under all applicable laws and regulations.

During the selection process, the evaluation panel may wish to interview the proposers with scores above a natural break. Should an interview process take place, the results of the interview will carry greater weight in the selection process. The City reserves the right to make a selection solely on the basis of the proposals without further contact.

CITY OF PITTSBURG DISCLOSURE STATEMENT

The following information must be disclosed:

1. List the names of all persons having a financial interest in the Request for Qualifications

2. If any person identified pursuant to No. 1 above is a corporation or partnership, list the names of all individuals owning more than ten percent of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person identified pursuant to No. 1 above is a non-profit organization or a trust, list the names of any persons serving as a director of the non-profit organization or as a trustee or beneficiary or trustor of the trust.

4. Has the offeror had more than \$250.00 worth of business transacted with any member of the City of Pittsburg staff, boards, commissions, committees, and Council within the past twelve months? If yes, please indicate the person(s) with whom you have conducted business.

NOTE: Attach additional pages as necessary.

Signature of Offeror

Print or Type Name of Offeror

Date

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The offeror hereafter described will not discriminate against any employee or applicant for employment because of race/color, national origin, sex, sexual preference, religion, age, or handicapped status in employment or the provisions of services.

Signature

Typed Name and Title

DESIGNATION OF SUB-CONTRACTORS, SUPPLIER AND VENDOR

Listed below are the names and locations of the places of business of each sub-contractor, supplier, and vendor who will perform work or labor or render service in excess of ½ of 1 percent, or \$10,000 (whichever is greater) of the prime CONTRACTOR’s total bid. The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations.

Sub-contractor Name: _____ Age of Firm: _____ Annual Gross Receipts: < \$1million___; < \$5million___; < \$10million ___; < \$15million___; > \$15million___		Portion of Work & Dollar Value: DBE certified? Yes/No: If YES, list DBE #:
Location and Place of Business (include business address)		
LICENSE NO. DIR NO.	EXP. DATE: / /	PHONE: ()
Sub-contractor Name: _____ Age of Firm: _____ Annual Gross Receipts: < \$1million___; < \$5million___; < \$10million ___; < \$15million___; > \$15million___		Portion of Work & Dollar Value: DBE certified? Yes/No If YES, list DBE #:
Location and Place of Business: (include business address)		
LICENSE NO. DIR NO.	EXP. DATE: / /	PHONE ()

ATTACHMENT D

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, underpenalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violation of a law of safety regulation?

YES _____ NO _____

If YES, explain the circumstances in the following space:

(Attach additional sheet, if necessary.)

GOVERNMENT CODE SECTION 10232 STATEMENT

In accordance with Government Code Section 10232, the Bidder hereby states, underpenalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

ATTACHMENT E
NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state].

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Exhibit A – Vicinity Map

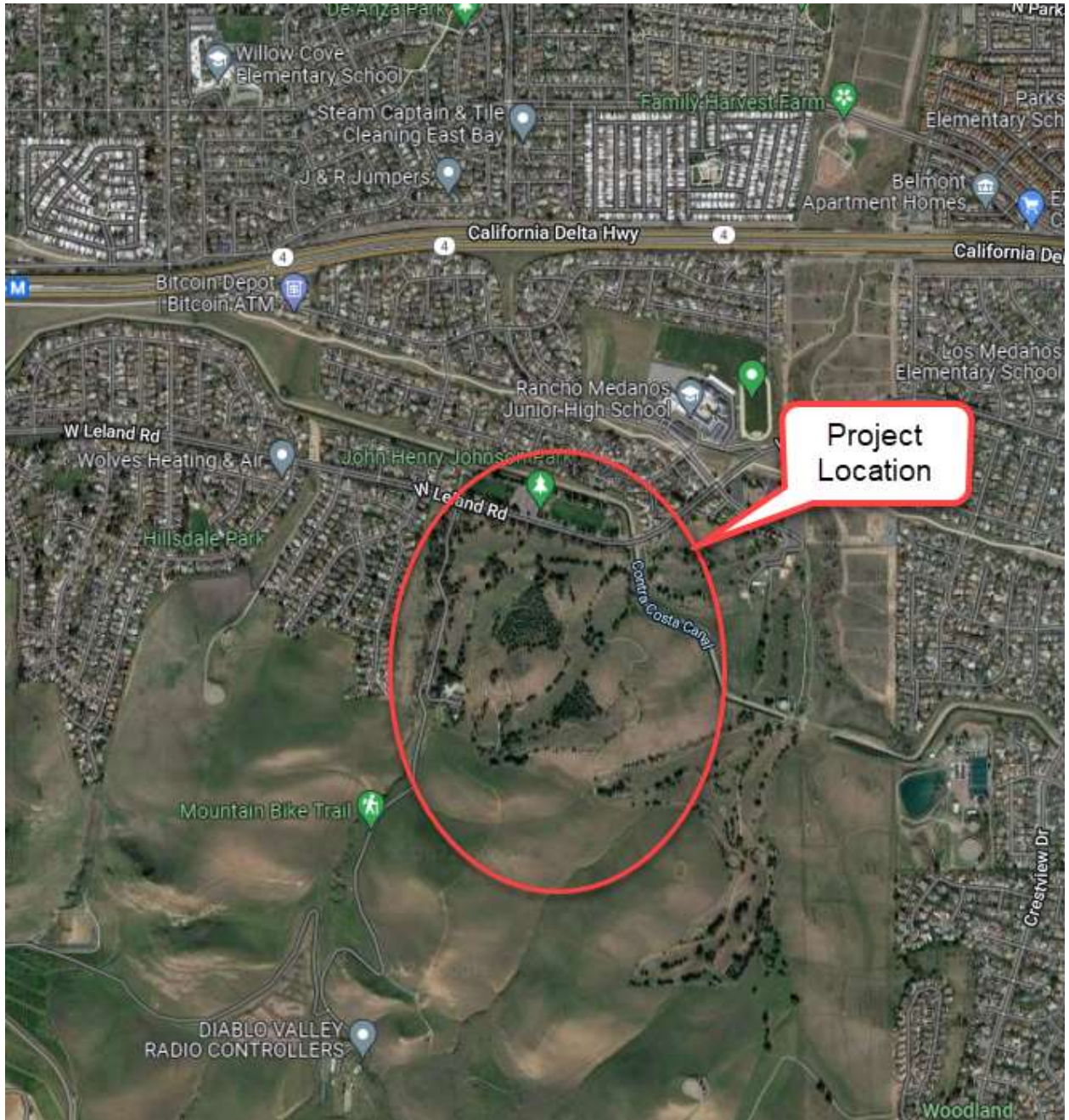


Exhibit B - Concept layout

**Exhibit B – City’s Standard Professional
Services Agreement**