



CITY OF PITTSBURG REQUEST FOR PROPOSAL

Construction Management Services

For

Water Treatment Plant Filtration Improvements and Hypochlorite Conversion Project

Project Description

The City of Pittsburg is seeking proposals from qualified consultants to provide construction management services required during construction of Water Treatment Plant Filtration Improvements and Hypochlorite Conversion project.

RESPONSES DUE:

2:00 p.m., September 18, 2023

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

And by email to:

bzaeni@pittsburgca.gov

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ATTACHMENTS (to be submitted with proposal)

- Attachment A - City of Pittsburg Disclosure Statement
- Attachment B - Equal Opportunity/Affirmative Action Statement
- Attachment C - Designation of Sub-consultants
- Attachment D - Public Contract Code Section 10162 Questionnaire
- Attachment E – Noncollusion Affidavit

- Exhibit A - City’s Standard Professional Services Agreement

- Progress Plans and Specifications (for the proposers to review) are available to download from City’s website. Please refer to:
www.pittsburgca.gov/business/current-bidding-opportunities

SECTION A - REQUEST FOR PROPOSALS

Construction Management Services

For

Water Treatment Filter Replacement and Hypochlorite Conversion Project

Sealed copies of proposal (6 bound sets) must be received before 2:00 PM on September 18, 2023 by the City of Pittsburg, Public Works Department, Engineering Division, Attn: Bruce Zaeni, P.E., 65 Civic Avenue Pittsburg, CA 94565. In addition, submit a PDF version on a thumb drive or by email to: bzaeni@pittsburgca.gov.

Solicitation documents are available from the City's website. Please see the solicitation documents for complete details and proposal requirements and reference background documents available for download at: www.pittsburgca.gov/business/current-bidding-opportunities.

The last day for questions will be August 28, 2023 before 2:00 PM. Questions shall be submitted electronically via email to bzaeni@pittsburgca.gov . Answers will be provided at the sole discretion of the City and will be distributed electronically to all proposers. Additionally, a tour of the water treatment plant may be scheduled upon a request sent to the same email address.

Proposer shall honor proposal for one hundred twenty (120) days.

The proposer is responsible for the accuracy and completeness of any solicitation form not obtained directly from the City.

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 in Pages 1 through 21, Attachments A, B, C, D and E, and Exhibits A.

I have read, understood, and agree to the terms and conditions on all pages of this Request For Proposal. The undersigned agrees to furnish the services stipulated on this proposal as stated above. I also acknowledge receipt of addenda:

Summary of Addenda

<u>Number</u>	<u>Date Issued</u>
1	
2	
3	
4	
5	
6	

Company:

Address:

Telephone number:

Name:

Title:

Signature:

Date:

SECTION B - PROPOSAL INSTRUCTIONS

1. **ADDENDA**. The City will not accept responsibility for incomplete packages or missing addenda. It is the proposer'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. Proposers are cautioned against relying on verbal information in the preparation of proposal responses. If you plan on proposing, please so notify bzaeni@pittsburgca.gov so that you will receive notification of any addenda.

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 invite potential consultants to participate in interviews and will require that the selected consultant to participate in negotiations and to submit such technical, price, or other revisions of the proposal as may result from negotiations.

 - 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 the City's best interest to do so.

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.

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 and must also be submitted electronically in pdf format to bzaeni@pittsburgca.gov.

5. **CITY BUSINESS LICENSE STATEMENT**. If awarded this Contract, the proposer, 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.

6. **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 wagherates 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, Labor Code Section 1720.9.
7. **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 Consultant is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.
8. **PREPARATION.** Proposers must submit all proposals and required forms as instructed in the following document sections typed or written in black ink except signatures in blue ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the proposal. In compliance with City Council Resolution 93-9, all proposals and attachments must be submitted double-sided on recycled paper.
9. **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 proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of Pittsburg.
10. **STATE CONTRACTOR'S LICENSE.** Is not required for this proposal.
11. **SUBCONSULTANTS.** For all projects, the proposer must list any subconsultants 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.
12. **SUBMITTING PROPOSALS.**
Proposers' submittals shall conform to the following requirements:

- 12.1. 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.
 - 12.2. All documentation of unit pricing or other cost breakdowns as outlined in this proposal must be submitted to support the total proposed price.
 - 12.3. 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.
13. **TERMINATION**. The City may terminate any purchase, service, or contract with or without cause either verbally or in writing at any time without penalty.
 14. **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 exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.
 15. **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.

SECTION C - SCOPE OF WORK

This section provides background on the City's water system, defines the proposed project in general terms, and lists expected services.

1. INTRODUCTION/BACKGROUND - The City is located in north central Contra Costa approximately 40 miles northeast of San Francisco. The City had a population of approximately 74,498 as of January 1, 2021 and covers approximately 19 square miles. The City provides police protection, street construction and maintenance, housing and planning and building services, as well as parks and recreational programs and water, wastewater and stormwater services. The City currently supplies potable water to approximately: (i) 17,588 single family residential customers; (ii) 545 multi-family residential and senior customers; (iii) 597 commercial customers; and (iv) 528 industrial, government, irrigation, institutional and other customers.

The City has two sources of water: (i) untreated water that is imported from the Contra Costa Water District (CCWD), which has a contract to obtain Central Valley Project water from the United States Bureau of Reclamation and (ii) untreated groundwater extracted from two City-owned wells in the Pittsburg Plain Groundwater Basin.

The City provides retail water service to a service area that is roughly contiguous with City limits, with the exception of a small area that is served by a private water company. Land use in the City is predominantly residential, although the City also has a large industrial and port complex along Suisun Bay. The City is largely built out and significant development is not expected in the future with the exception of infill projects. New residents and businesses in the Water System service area are required to connect to the Water System.

In 1951 the City originally constructed the Water Treatment Plant (WTP) with Flocculation/Sedimentation Units 1 and 2 and Filters 1, 2, 3 and 4. In the 1970s, the City expanded the WTP to eight filters by adding Flocculation/Sedimentation Units 3 and 4 and Filters 5, 6, 7 and 8. In the late 1980s, the City upgraded and expanded WTP capacity by adding Flocculation/Sedimentation Unit 5 and other upgrades. In the last decade, the City added chlorine dioxide pre-oxidation, upgraded the sedimentation basins for solids removal, added sludge thickening and upgraded sludge dewatering/drying ponds.

Located at **300 Olympia Drive in Pittsburg, CA 94596**, the WTP, currently has a name-plate capacity of 32 million gallons per day and provides full conventional treatment using pre-oxidation, flash mixing, hydraulic flocculation, sedimentation, and conventional dual media with granular activated carbon (GAC) over sand.

Due to leaky piping, worn valves and pneumatic operators and filter box structural deterioration, the City will to build five or six new dual media filters in the new filter building, replace some piping, and convert from gaseous chlorine for disinfection to sodium hypochlorite solution. If budget allows, the City will upgrade some pumps and electrical equipment. Since the WTP is the City's primary water source, an extended outage is infeasible. To avoid this scenario, the City has developed plans to add new filters constructed without impacting the operation of the existing filters.

2. PROPOSED PROJECT- The proposed project includes construction of five or six new dual media filters building, replacement of segments of piping that have deteriorated and installing new yard piping to connect and serve the new facilities. The project also includes converting the gaseous chlorine system to sodium hypochlorite, relocation of an access road and demolition of existing filter structures.

Based on preliminary cost estimates, the City anticipates that total construction cost will range between \$35 to \$40 million with a construction duration of between 24 to 30 months.

3. 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 services that include independent review of project plans, specifications and cost estimates, inspection and construction management services.

The selected Consultant shall work closely with the City's staff to complete the project

successfully on schedule and on the budget and protect the interests of the City.

The City also intends to retain the services of the project design firm, West Yost, for technical support services during the construction period.

4. WORK STATEMENT - It is anticipated that the Consultant will provide the following services (this list is not intended to be all-inclusive or limiting):

- a. Constructability Review and Analysis
- b. Construction Cost Estimate Review
- c. Construction Schedule Review
- d. Construction Management
- e. Construction Inspection

5. REQUIREMENTS - Consultant activities shall at a minimum include the general tasks listed below. The Consultant may add or expand upon these tasks to present a comprehensive list of activities suitable to attach to a contract as a scope of work.

I. PERSONNEL EXPERIENCE AND PERFORMANCE REQUIREMENTS

The City of Pittsburg is seeking a highly qualified construction management firm, having proven records of successful performance working on large public works projects.

All personnel shall be knowledgeable of and comply with all applicable local state, and federal regulations; cooperate and consult with City staff during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

The Consultant must be able to provide personnel having the following qualifications and experience:

- Project Manager- California Registered Engineer responsible for contract administration and the oversight and supervision of consultant's staff.
- Resident Engineer- California Registered Engineer (may be the same person as the project manager).
- Construction Inspector(s)- Experience in projects similar in size, scope, and complexity.
- Specialty Inspectors on-call and as needed.

The response to this RFQ should contain resumes and related information for the personnel indicated above.

It is desirable that the Construction Inspector(s) and the Resident Engineer have satisfactorily worked together as a team on municipal projects of similar scope, magnitude, and complexity.

II. MATERIALS AND SERVICES TO BE PROVIDED BY CONSULTANT

- Consultant shall provide all necessary safety equipment required for its personnel to perform their work efficiently and safely.
- Consultant shall provide its staff with appropriate vehicles, cellular phones, smart levels, digital cameras, and other equipment suitable for the location and nature of work involved.
- The construction contractor will provide and maintain a trailer for the CM team to use for the duration of construction.

Anticipated scope of services for this project is provided below:

Task 1 – Pre-construction Services

- Review contract plans, specifications, permits, agreements, and environmental documents and provide recommendations needed (if any) to improve the contract documents and project execution.
- Perform analysis of the proposed design and provide the City with a written report covering the following topics:
 - Risk mitigation
 - Construction cost and time savings
 - Life cycle cost reduction
 - Structural and electrical design review
- Prepare project instructions and establish proposed contract administration and record keeping procedures to be used during construction for review and approval by the City.
- Attend meeting with the City and design consultant to discuss design features. The intent of this meeting is to answer questions from the Construction Inspector, meet key staff, and review contract administration procedures.
- Prepare for and conduct a pre-construction conference with the Contractor awarded the construction contract.

Task 2 – Construction Management and Inspection Services

This task may include project management, construction administration, project inspection, and scheduling and overseeing materials testing during construction. Services may include the following:

Project Coordination and Correspondence

- Serve as focal point for coordination among the contractor, the design engineer, the City, other agencies, and other parties.
- Receive all Contractor correspondence and prepare and transmit responses. Coordinate with applicable parties, as required to develop responses.
- Conduct weekly, or as necessary, construction contract coordination meetings with the Contractor. Take minutes and distribute to parties designated in the project instructions.
- Maintain contract files in a systematic and orderly manner, in accordance with City, state and federal requirements.

Schedule Management, Progress Meetings, and Reports

- Review Contractor's planned critical path schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Review work progress as compared to the planned schedule and notify Contractor of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Contractor updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Negotiate time extensions due to change orders, weather, and other delays.
- Prepare and submit a monthly progress report to the City describing key issues, cost status, and schedule status.

Payment Recommendations

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review and approve monthly progress payment requests; negotiate

differences over amount, and process payments through the City.

Submittals Management

- Receive, stamp, and log submittals and shop drawings, and review and approve/distribute for review as necessary.
- Monitor the review and return of submittals to Contractor.
- Develop a submittal distribution list to identify parties responsible for review and acceptance.

Requests for Information (RFI) Management

- Receive, process, and monitor requests for information from Contractor.
- Prepare responses to RFI related to construction issues.
- Transmit design related RFI's to design engineer (if applicable) and copy City Project Manager.
- Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.

Changes and Claims Management

- Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.
- Analyze additional compensation claims that are submitted during the construction period and prepare responses.
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking status.

Construction Inspection Services

- Provide inspectors for day-to-day on-the-job inspection of work and ensure provisions of the contract documents are being fulfilled.

- Prepare daily inspection reports documenting observed construction activities.
- Take progress photographs and bind and label them as project records in both hard copy and electronic format.
- Coordinate and conduct final inspection and prepare punch lists.
- Assist with equipment testing and startup and other matters relating to construction of the project.
- Assist with monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

Quality Assurance Testing and Independent Assurance Testing

- Schedule quality assurance materials sampling and testing to verify compliance of the work in conformance with the contract documents and maintain testing records.
- Review test reports other than field samplings, as submitted by others to substantiate contract compliance.

Task 3 – Post Construction Services

The post construction services task is part of the project closeout. This task will consolidate punch lists of remaining work and obtain record drawing information. Recommend final acceptance of the project; sign and facilitate the processing of the Inspection Completion Report. Consultant may be requested to conduct construction debrief meetings, and to suggest areas of improvement related to project delivery process of the construction phase.

6. PROPOSAL EXPECTATIONS & SCHEDULE

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.

Below dates are City's goals and subject to adjustment. However, the City intends to follow this timeline closely:

Release RFP	08/07/2023
Deadline to submit questions	08/28/2023 at 2:00 p.m.
Proposal Due to City	09/18/2023 at 2:00 p.m. – City Hall
Consultant Selection	10/12/2023
City Council - Award Contract	11/06/2023
Notice to Proceed	11/09/2023

SECTION D - RESPONSE FORMAT AND SELECTION CRITERIA

This section defines proposal requirements and describes the evaluation and selection process.

1. PROPOSAL REQUIREMENTS

Proposers shall submit a concise proposal clearly addressing all of the requirements outlined in the RFP. Proposal are limited to 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any fold-out drawings with minimum font size of 11 points. Proposals shall not exceed 20 pages, including resumes and the cover letter. Double sided pages will count as two pages. The proposal must include, at a minimum, the following information:

Proposal

- Cover letter signed by the project manager and a company principal committing the Consultant to the Project and performance on the Project. Note that the proposed project manager shall have a home office no more than 50 miles from City of Pittsburg for the duration of the project.
- A summary of the Consultant's understanding of the project as a whole with presentation of the Consultant's unique capabilities to perform the services required and its approach to completing the project including innovative ideas to improve the overall project and manage costs to the City.
- The Consultant's qualifications, experience and history in performing this type of work. List at least four similar projects, include references for persons, firms, or agencies that the City may contact to verify the experience of the Consultant and key staff members. Also list any subconsultants with their experience and special expertise that contributes to overall value delivered.
- A description of the Consultant's implementation plan with quality control procedures and a proposed project schedule including a list of tasks and deliverables.

Fees

- Fee Schedule (shall be submitted in a separate sealed envelope; or shall be submitted in a separate PDF file for electronic submittals). Separately submitted information does not count against the page total limitation listed above. With the proposal also submit the level of effort and categories by task but without costs, on a page or pages which will not count against the 20-page limit.
- Submit a fee schedule for the duration of the project, including proposed level of effort (in hours and cost) for each major task, proposed level of effort for optional tasks as requested in this RFP (if any) and additional optional tasks proposed by the Consultant. Costs and effort shall be broken down by task and shall provide the proposed cost by task and an overall proposed cost.

- Include a fully loaded hourly rates schedule for key staff and subconsultants, in force through project completion including any annual scalation factors.

2. CONSULTANT SELECTION PROCEDURE

The City will implement the evaluation process described below to select the Consultant best suited to implement this project. 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. The City will select one firm with which to negotiate an agreement for services, and notify the selected firm by letter of the City's decision. If the City cannot reach a contractual agreement 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. The City reserves the right to make a selection solely on the basis of the proposals without further contact. The City will notify all respondents to the RFP of the results of the selection process.

Evaluation Criteria

The City will evaluate proposals evaluated based on the following factors, with maximum points listed for each category:

- Firm Qualifications (10 points): Technical experience in performing work of a similar nature, experience working with public agencies, record of completing work on schedule, strength and stability of the firm, and assessments of client references.
- Team Qualifications (30 points): Experience of and references for key team members on assignments, similar in complexity and requirements.
- Demonstrated Understanding of the Project Requirements (25 points): Familiarity with available construction methods, limitations and benefits and recognition of potential project challenges. Potential value added through innovative approaches to the final project organization and functionality.
- Defined Scope, Approach, and level of effort (25 points): Appropriate tasks and deliverables in scope of work. The proposed schedule is responsive and realistic.
- Overall Responsiveness to the RFP organization, presentation, and appearance (10 points).

The Consultant must be willing to execute the City's Standard Professional Agreement without any revision. The City will not accept any changes to the indemnity and insurance provisions.

ATTACHMENT A

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

ATTACHMENT B

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

ATTACHMENT C

DESIGNATION OF SUB-CONSULTANT, SUPPLIER AND VENDOR

Listed below are the names and locations of the places of business of each sub-subconsultant, 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 subconsultants (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. (Add pages as necessary)

Sub-consultant Name: _____ Annual Gross Receipts: < \$1million___; < \$5million___; < \$10million ___; < \$15million___; > \$15million___	Age of Firm: _____ _____	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-consultant Name: _____ Annual Gross Receipts: < \$1million___; < \$5million___; < \$10million ___; < \$15million___; > \$15million___	Age of Firm: _____ _____	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, under penalty 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 or 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, under penalty 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 – City’s Standard Professional Services Agreement