



**DESIGN/BUILD SERVICES
REQUEST FOR PROPOSAL
FOR
CIP 8299 & 8300: EMERGENCY STANDBY PUMPS – BUENA VISTA
AND BUENA CREEK PUMP STATIONS**

**RFP Issue Date:
August 1, 2017**

**Response Due:
September 7, 2017 @ 4:00 PM**

**Drop-Off Location:
City of Vista
City Clerk's Office
Attn: Elmer Alex
200 Civic Center Drive
Vista, CA 92084-6240**

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DESIGN/BUILD SERVICES

1.0 INTRODUCTION

- 1.1 The chartered City of Vista (City) is soliciting proposals from qualified design-builder (DB) entities for relocating two existing emergency standby pumps from Agua Hedionda Lift Station (AHLS) in Carlsbad, CA. One pump shall be relocated to the Buena Vista Pump Station (BVPS) in Carlsbad, CA and the other pump shall be relocated to the Buena Creek Pump Station (BCPS) in Vista, CA.

The DB will provide the City with engineering design services, construction services, and project and construction management for the project. This Request for Proposal (RFP) includes a description of the project, proposal requirements, criteria for selection, and scope of services to be provided by prospective DBs.

The DB is to provide a design-build team (DBT) comprising the DB, professional engineers, sub-consultants and sub-contractors. All DBT members and their employees must be licensed/registered in the State of California under their respective professions.

The DB shall review and utilize existing data, previous relevant work, and additional resources during the proposal phase to determine the necessary level of effort required, including studies and field investigations, to complete, sign and stamp the design as the engineer of record.

Interested DBs must be registered with the eBid Board to receive notifications regarding subsequent amendments to the RFP.

2.0 RESPONSE DUE DATE

- 2.1 Due Date: Thursday, September 7, 2017 at 4:00 PM

Mailing Address: City of Vista, City Clerk's Office, Attn: Elmer Alex, 200 Civic Center Drive, Vista, California, 92084-6240

Drop-off Location: City of Vista, City Clerk's Office, Attn: Elmer Alex, 200 Civic Center Drive, Vista, California, 92084-6240

3.0 PROJECT DESCRIPTION

- 3.1 The DB shall design and construct for the City: complete and fully functional portable bypass pumps and associate piping and appurtenances at BVPS and BCPS, referred to hereafter as "Project". Project location information is included in Appendix A.

The design and construction of the Project includes but is not limited to: surveying, civil, structural, mechanical, geotechnical, electrical, utilities, site development, site work, and other specialty consultants that may be needed for the planning and construction of this type of facility.

AHLS has two Godwin Dri-Prime Model CD500 Critically Silenced 700 horse power, diesel engine driven pumps. The City desires to relocate one pump to BVPS

and one to BCPS. The approximate weight of each is pump is 34,000 pounds empty according to data sheets from Godwin. The City does not warrant the weight of the pumps.

AHLS and BVPS are owned by both the City of Vista and City of Carlsbad and are located within the City of Carlsbad. The Buena Creek Pump Station (BCPS) is owned by the Buena Sanitation District, which is operated by the City of Vista. All of the pump stations are operated and maintained by Encina Wastewater Authority.

The Project includes, but is not limited, the following components:

1. Cost-benefit evaluation of selling the existing pumps in comparison of purchasing two new pumps, one for each BVPS and BCPS.
2. Each pump shall have its own above-ground high density polyethylene (HDPE) suction line and discharge line.
3. The suction and discharge manholes shall be modified for both suction and discharge pipelines. Entries through the cast iron manhole frame will not be allowed. Manhole top shall be modified to restrict the escape of sewer odors and shall have a solid cover that is easily opened and closed to facilitate visual observation of sewage level.
4. Suction lines shall be out of normal flow area if possible and shall consider strategies accounting for the ragging. Discharge piping shall not be installed below normal flow level in manhole.
5. Pipeline shall be designed to not damage the pumps.
6. The maximum velocity in the pipeline shall be 18 feet per second (fps) at current Peak Wet Weather Flow (PWWF).
7. AHLS is currently in construction. The DBT will be required to coordinate access to the construction site with Pulice Construction.
8. AHLS is within the NRG Cabarillo Power Plant site. DBT shall obtain the necessary approvals from NRG and shall be responsible for complying with the conditions of the access approvals.
9. AHLS is adjacent to railroad right-of-way which will require permits from North County Transit District (NCTD) prior to work commencing. NCTD requires the Contractor to deposit an estimated amount of reimbursable costs; attend railroad safety training, provide evidence of liability insurance naming NCTD and other rail users as additional insured; and to meet other conditions determined by NCTD to be necessary to protect NCTD's real property and railroad operations. Contractor will need to prepare and process work-plan with NCTD which may require 8-weeks to process through NCTD after submittal. All costs associated with the permit shall be borne to the DBT. NCTD may require flag protection and costs for flag protection shall be borne by the DBT. Contractor shall attend NCTD's Contractor Safety Training (CST) and shall submit to the City proof of completion of the NCTD's CST course prior to Notice to Proceed. The Contractor shall pay all costs of the classes. DBT shall be responsible for any damage to NCTD's

roadbed, tracks, NCTD's trains and equipment, NCTD's catenary wires and supports, and any other NCTD's property, resulting from use, occupancy, or presence of DB, employees or agents, or subcontractors on or about the construction site.

10. Obtain permits from San Diego Air Pollution Control District to relocate the emergency standby pumps (Tier III Engines).
11. The Buena Vista Pump Station has two 24-inch nominal force mains.
 - a. A 24-inch DIP that has been lined to +/- 23.5 ID.
 - b. A 24-inch HDPE DR 11 (DIPS) with approximate 20.8 ID.
 - c. The force mains can be operated individually or in parallel.
12. The Buena Creek Pump Station has one 18-inch to 24-inch force main of PVC DR-18 (235 psi).
13. Access to Buena Creek Pump Station may require access through a San Diego County Water Authority (SDCWA) easement. DBT may be required to obtain an encroachment permit from SDCWA. DBT should be advised that SDCWA has specific loading requirement at their aqueduct crossing. DBT will need to comply with those requirements. In some cases, depending on the vehicular loads not H-20 rates, DBT may be require to distribute the load.
14. The DBT shall be in compliance for both Cities' stormwater quality protection requirements and shall exercise every reasonable precaution to prevent the discharge of any material which is not solely storm water (i.e., rain) to the storm drain system. The DBT will be responsible for the complete cleanup of all material that is discharged from the project in violation of the discharge rules.
15. OPTIONAL ALTERNATIVE PLAN: The current contractor on the AHLS contract may move the pumps ahead of time to the construction staging area at the South Parcel near Encina Water Pollution Control Facility at 6200 Avendia Encinas, Carlsbad, CA. Proposal shall submit two (2) schedules and cost proposals.

4.0 GENERAL OBLIGATIONS OF DB

- 4.1 The services to be provided by DB are generally to be performed in three "Phases": Pre-construction Services, Construction Services, and Operation/Start-up Services. The City reserves the right to terminate the contract at the conclusion of each phase as provided in the construction contract. The services to be provided in each Phase are specified below in this RFP. The DB shall:
 1. Perform all services, work and obligations as described herein for a Guaranteed Maximum Price ("GMP"). The Guaranteed Maximum Price (GMP) will include, but not be limited to, the cost for all labor, equipment, and material to design and build fully functional facilities, site work,

permitting, and improvements in accordance with all applicable rules, regulations, and laws and insurance and bonding. The DB shall provide line items for bonding, insurance and five percent DB contingency in the GMP. The DB fee shall be a percentage of the cost of construction defined as the total sum of trade contracts (subcontractors), materials (purchase orders), equipment, self-performed work and general conditions. The DB fee shall not be applied to bonds or contingency amounts. Any costs incurred by DB in excess of said GMP shall be the sole responsibility of the DB, unless a change order is approved by the City. In the event it is determined to sell the existing pumps, proceeds from the sale shall be netted against the cost of the new pumps before determining the DB fee.

4.2 DB shall be obligated as follows:

1. At all times in performing its services to design and construct the best possible Project consistent with standard of care that satisfies the time, monetary, quality and design parameters set forth in this Request for Proposal and subsequent Design/Build Contract.
2. Design and construct the Project on time, consistent with time frames set forth in the Project Schedule, and in such a manner that the GMP or Contract Time of the Project shall not be exceeded, but if DB reasonably believes that any action, inaction, decision or direction being made by City or agent for the City will likely result in the GMP or Contract Time being exceeded or the Project being completed late, DB will notify City, for approval or denial, in writing within five (5) calendar days of discovering such action, inaction, decision, or direction. Included in such notice will be an estimate of the cost and time impact resulting from such action, inaction, decision or direction.
3. Perform or subcontract all design services for the Project utilizing qualified, licensed and sufficiently experienced engineers, and other professionals. DB shall not be permitted to substitute any Design Consultant unless authorized by City.
4. Perform all construction on the Project utilizing Subcontractors appropriately licensed by the California Contractors State License Board or other required agencies.
5. Comply with all licensing requirements of the State of California, County of San Diego, City of Carlsbad and City of Vista.
6. Perform all services as expeditiously as is consistent with reasonable skill and care and shall complete the services within each and all of the time periods set forth within the approved Project schedule.
7. Comply with the California Fair Employment and Housing Act and all other State, Federal and local laws including, but not limited to, those prohibiting discrimination, on account of race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

8. Ensure that employees comply with all industrial regulations and practices of the State of California.
9. Study all applicable laws, codes, ordinances, rules, orders, regulations, and statutes affecting the Project, including but not limited to, zoning, environmental, building, fire and safety codes and coverage, density and density ratios and lien laws, and comply with them in performance of its services. DB shall ensure that within the established GMP that the Project conforms to all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements.
10. Take all reasonable steps during the course of construction to control dust and noise in accordance with the provisions in the 2012 Edition of the Standard Specifications for Public Works Construction, City Ordinances and the Design/Build contract.
11. Use reasonable care to avoid damaging existing improvements and vegetation adjacent to the Project Site. If DB causes damage to any of this property, DB shall replace or repair said property at no expense to City and shall not be a basis for seeking an adjustment to the GMP or Contract Time.
12. Obtain all permits necessary to complete the Project. City shall reimburse cost of permits. DB shall be responsible for obtaining and paying for all minor permits normally obtained by the trades or subcontractors.
13. Seek and obtain written approval from the City of the drawings and specifications for the final design and construction drawings with specifications. Said approvals shall be evidenced by written notice to proceed with each subsequent phase.
14. DB shall prepare, organize, and present a design analysis in the Schematic Design submittal. The DB shall present the schematic design submittal at the City of Vista offices at the Schematic Design Workshop to demonstrate the concept of the project is fully understood and the design is based on sound engineering principles. Provide design analyses for each discipline and include the following:
 - a. An introductory description of the project concepts that addresses the salient points of the design;
 - b. The identification of any necessary licenses and permits that are anticipated to be required as part of the design and/or construction process;
 - c. Calculations to support the design;
 - d. Schematic level drawings;
 - e. Basis of design;
15. Review all technical reports relating to the Project Site; and determine and advise City if any additional needed studies are warranted. DB shall perform said studies as authorized by City. The costs of said studies are Reimbursable Costs to be paid by the City without markup.

16. DB agrees to fully assume all risks, and costs associated with such risks, in performing the services and meeting the obligations under this Request for Proposal and the Design/Build contract.
17. DB warrants that at least one member of the DBT team shall be licensed by the California Contractor's State License Board as a Type A General Engineering Contractor. DB is to provide a list of the responsible people within their organizations performing services, which shall include their qualifications and their function, for approval by the City prior to start of construction. City and DB shall establish "key personnel" who shall remain on the Project until Final Completion. If any such "key personnel" leave the employment of DB, City shall have the right to approve the replacement personnel. DB shall comply with all licensing requirements of the State of California, County of San Diego, and City of Vista.
18. DB agrees and acknowledges that the City Representative is the only person with authority to approve additions or modifications to Project. Any costs or delays resulting from or associated with additions or modifications implemented without the written authorization of City Representative shall be borne exclusively by DB and not be grounds for an increase in GMP or Contract Time unless necessary to protect public health, safety or property.
19. DB shall conduct workshops at the Schematic Design, 50% Design, and 90% Design levels. Workshops shall be held one (1) week after submittal and shall be conducted at City of Vista offices. City shall provide comments to the DB within two (2) weeks after submittal. DBT shall provide written response to all written comments by the City.
20. DB shall verify actual site conditions, topography, and facility conditions.
21. All DBT members must have a valid business license with the City of Vista and the City of Carlsbad prior to the design-build contract being awarded to the winning DBT.
22. Provide all supervision, labor, equipment, technical expertise, safety equipment, and service operations to complete the project. All construction work must be performed under the supervision of a qualified maintenance manager.
23. Understand that the designated City representative will have sole authority to approve all phases of the project including the quality of work and may not authorize payment until in his or her opinion the work has been satisfactorily completed.
24. Ensure that DBT personnel conduct themselves in a professional manner at all times. Personnel shall be courteous, neat in appearance, and wear visible identification including all personal protective equipment. All equipment must display their company identification, including any sub-contractors.
25. Ensure that all work conforms to the City of Carlsbad and City of Vista noise ordinances unless authorized by designated City representative. The DB shall ensure all DBT personnel comply with all relevant OSHA, Cal/OSHA, and

labor and industries work safety regulations at all times they are on the project site. The DB is responsible for implementing confined space entry procedures in accordance with all applicable laws and regulations.

26. Payment of prevailing wages is required for this project. The DB shall satisfy this requirement by reviewing the State of California schedule of general prevailing wage determination made by the Director of Industrial Relations. The DB shall select the wage rates for the project from the schedule that has the highest level of wages. Notification to the City of the wage rates selected by the DB is required within ten (10) calendar days from the date that the bids were received by the City.

5.0 SCOPE OF WORK

- 5.1 Services required of the DB include those during Pre-Construction, Construction, and Operations/Start-up of the Project. The GMP will be developed based on all management, supervision, labor, services, equipment, tools, supplies, and any other item of every kind and description required for a comprehensive design and construction program. The scope of work includes, but is not limited to, the following:

1. Develop and Implement Project Management Plan and Procedures
2. Monthly project status reports
3. Coordination/interface with the City and its other consultants/contractors
4. Progress meetings
5. Interface and communications with other agencies
6. Vendors and subcontractors management
7. Document control
8. Schedule and budget control
9. Quality assurance and quality control
10. Pay for all code requirements such as designer construction inspections, pulling regulatory permits and complying with all other regulatory requirements to complete the Project

5.1.1 Pre-Construction Services – Phase I

Utilizing the City required standard specifications, performance specifications, Federal, State, and City performance and design criteria, concept drawings, and reports that will be identified in the Design/Build contract, the DB will:

1. Prepare schematic design, and construction drawings (50 and 90%), supporting calculations, and specifications suitable for obtaining City

approval and issuance of permits. DB shall submit six (6) hard copies at each submittal phase for City review. The City shall provide comments with two (2) weeks of each submittal.

2. Complete the design for all elements of the Project, including but not limited to: survey, civil, mechanical, electrical, and specialty consulting areas such as for utilities, and other specialty consultants that may be needed for the planning and construction of these types of facilities. Designs shall be prepared by an individual licensed to practice in the State of California.
3. Evaluate alternative construction approaches for all facilities to ensure economical designs that optimize constructability yet meet all codes, conceptual designs, and standard specifications of the Project.
4. Incorporate the requirements of permitting agencies as may become apparent in the course of design. The DB shall apply for and secure all permits and provide all necessary reports, studies and support required to obtain the permits. In addition, the DB shall research all Air Pollution Control District and noise abatement requirements. The Consultant shall develop all appropriate environmental plans, including but not limited to, an air pollution control plan, a noise abatement plan and a hazardous materials management plan. The Consultant shall submit, manage and obtain approval of an application for a Stormwater Management Permit to the appropriate authority.
5. Conduct site surveys and geotechnical investigations to the extent necessary for final design. Survey and geotechnical information to be provided by the City may be preliminary in nature and may not have sufficient accuracy or scope to support final design.
 - a) Perform Quality Control (QC) Review of the Drawings and Specifications throughout all Phases in order to correct errors and omissions and reduce the quantity of Change Orders during the course of construction. Include a detailed review of drawings and designs relative to Code Compliance Laws. Organize and publish detailed QC Reports based on all findings.
 - b) Establish a Critical Path Method (CPM) Construction Schedule. Monitor, update and report to keep the Project on schedule.
 - c) Identify, contract, and procure long lead items.
 - d) Provide cost estimate with proposal that will be used to establish a Guaranteed Maximum Price (GMP) including all required components of the GMP as separate line items. Any Savings at the end of the Project will be deducted from the GMP and returned to the City.
 - e) Identify all permit requirements and prepare applications and support documents necessary for obtaining all permits. Permit fees will be borne by the City.

- f) Prepare draft Operations Manual Index to serve as the basis for preparing the final Operations Manual during the construction phase.

5.1.2 Construction Services – Phase II

The DB shall construct the facility in accordance with the approved construction drawings and specifications (and associated permits) prepared by the DB to meet or exceed all requirements of the City provided program of facility requirements. The DB shall also:

1. Conduct weekly team meetings with the City and appropriate design team members, and provide meeting notes to the participants during the course of construction to review the status of the Project.
2. Ensure the workmanship and materials provided are in accordance with the Project Specifications and meet or exceed quality construction industry standards for this type of work.
3. Provide list of required shop drawing and product submittals. Review shop-drawing and product submittals for technical and code compliance. Provide copy to the City for review and incorporate comments. Each submittal and shop drawing shall be complete and in sufficient detail to allow ready determination of compliance with contract requirement. Include within submittals items such as: catalog cuts, diagrams, test reports, samples, certifications, warranties, and other such required materials. DB shall have its engineer of record sign all shop-drawing and product submittals. DB shall not order or proceed with construction without approval from the engineer of record and the City.
4. Provide engineering, contract administration, and staff, including specialists necessary for the functional, safe, on budget and on-schedule completion of the Project, starting with the issuance of a Notice to Proceed from the City and extending through issuance of Notice of Completion and Acceptance. City staff will also perform inspection to verify compliance with the plans and specifications, permits and contract documents.
5. Ensure construction compliance with applicable local, state, and federal codes, building and environmental permit requirements, and construction mitigation documents and enforcement of the Contract Documents.
6. Provide surveying, and other contracted services as required to complete Project's construction. Provide special testing and inspection services during the course of construction.
7. Develop, implement and manage a construction phase Quality Assurance/Quality Control (QA/QC) Plan. The Plan shall include but not be limited to; 1) a statement and definition of QA/QC

goals; 2) an identification of QA/QC criteria and elements; 3) development of the Project QA/QC implementation plan; 4) development of the QA/QC materials, components, equipment and system testing plans; and, 5) enforcement of the plans and specifications.

8. Submit the proposed QA/QC Plan to the City for review. The Plan shall not be implemented without written approval of the City.
9. Be responsible for preparing the Critical Path Method (CPM) schedule utilized during the Project construction and startup activities. Use Microsoft Project scheduling software (or similar program to be mutually agreed upon) consistent with the City reporting system.
10. Develop a project-specific Plan for defining, tracking and reporting cash flow activity requirements, schedule of values and submit such plan to the City for review and approval prior to implementation.
11. Develop a project-specific Change Order Administration Plan for review and approval by the City. Upon written approval of the Plan, the DB shall initiate implementation. The Plan shall define the required Change Order procedures, including requirements for requesting, developing, approving, and filing.
12. Implement and maintain an internal records management and document control system as required supporting Project operations. The DB shall provide records management and document control information in a manner consistent with the citywide Prolog Management reporting/filing system.
13. The DB shall develop an on-site Project Safety Plan. The DB shall administer and enforce the on-site Project Safety Plan for the Project. The DB shall monitor safety and health issues relating to their workers at the Project Site. This shall include workers in direct employment to the Contractor and workers involved in a subcontracting, equipment supply, or any other project-related oral or written arrangement with the DB.
14. Accidents, claims, and other on-going safety related issues shall be reported to the City in a timely manner.

5.1.3 Operations/Startup Services – Phase III

1. The DB shall prepare, submit for City review and written approval a Project Startup and Pump Testing Plan for the Project. Startup plan and testing shall be prepared and signed by the DB's designer of record. Plan shall include testing methodology to reach desired flow and pressure. The DB shall fully implement said plan.
2. The DB shall conduct one, 8-hour Operator Training Session for

personnel at BVPS and BCPS.

3. The DB shall supervise, manage, and coordinate all Project start-up and testing activities for all systems within the provisions of the Contract Documents. The DB shall test the pump at Buena Vista Pump Station and Buena Creek Pump Station.
4. The DB shall prepare an Operations and Maintenance (O&M) Manual for the pumps and pipe. The O&M Manual shall include operating instructions, including standard operating procedures for startup, shutdown, and post-shut down operation. It shall include preventative maintenance and inspection schedule and requirements, safety precautions, special tools necessary for O&M, procedures for troubleshooting, spare parts and supply lists, manufacturer's recommended procedures and instruction for correcting problems and making repairs, warranty information, and detailed equipment description. DB shall submit six (6) draft hard copies of the O&M Manual for review by the City and one PDF copy. The City shall review and provide comments within three (3) weeks. DB shall incorporate all agreed upon comments and provide the City with six (6) final copies and one PDF copy.
5. The DB shall report progress of Project startup and testing to the City in a manner consistent with the City's reporting system.
6. The DB shall coordinate and expedite record drawings and specifications.
7. The DB shall prepare final accounting and close out reports.
8. Unless the DB receives the City's prior approval to substitute equal or better quality materials, the DB warrants to City that material and equipment incorporated in the Project will be new, unless otherwise specified, and that the Project will be of good quality, free from faults and defects, and in strict conformance with the Construction Documents and the Design/Build contract.
9. Post-Construction: DB to coordinate an 11-month walk-through of the Project to review guarantee/warranty items. DB to coordinate all corrective work with the responsible parties and the City. The DB shall report to the City all guarantee/warranty disputes. The DB shall proceed to resolve such disputes after having submitted to the City for review and approval the DB's approach for obtaining resolution for the dispute.

6.0 INSURANCE REQUIREMENTS

- 6.1 The DBT shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the DB, his agents,

representatives, employees or sub-consultants. All sub-contractors and sub-consultants shall be required to comply with the applicable insurance provisions. The maintenance of proper coverage is a material element of the DB contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

6.2 Minimum Insurance Requirements

The DBT will be required to provide evidence of:

1. Commercial General Liability insurance, ISO CG 0001 Occurrence form, with combined single limits of not less than \$2,000,000 per occurrence per project. Policy to include endorsement naming City of Vista, City of Carlsbad, Encina Wastewater Authority, its officers, officials, employees and volunteers as Additional Insured against all liability of the DB, its subcontractors, and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Policy is to be endorsed to state it is Primary to any other insurance available to the City of Vista and that insurer will provide thirty (30) days written notice to the City Clerk of the City of Vista of cancellation or material change.
2. Commercial Automobile Liability Insurance, ISO CA 0001 form, Any Auto code, with a combined single limit of not less than \$2,000,000, covering bodily injury and property damage for owned, non-owned and hired automobiles, and name the City, its officers, officials, employees and volunteers as additional insured's.
3. Workers' Compensation and Employer's Liability insurance, for all employees who are normally engaged in Work at the Project Site, with Statutory Limits for Workers' Compensation and not less than Employer's Liability limit for Bodily injury by Accident \$1,000,000, each accident Bodily Injury by Disease \$1,000,000, Bodily Injury by Disease \$1,000,000. A Waiver of Subrogation shall be endorsed to the policy naming the City of Vista.
4. Professional Liability insurance shall be required of the civil engineer and all of their professional sub-consultants for professional liability or errors and omissions insurance with a per claim limit of not less than \$2,000,000 for services performed by the Design contractors and any subcontractors performing design services. The policy shall contain an extended reporting period of not less than 2 years.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if Project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. Builder's Risk Property Insurance will not be provided by the City. The DB is responsible for providing a finished product to the City and should carry any insurance it deems necessary to ensure completion of the work.
7. Other Provisions. Prior to beginning Work under the Agreement, each and every contractor of any tier shall furnish Certificates of Insurance satisfactory to the City. All such certificates will contain at least the following provisions:
 - a) Thirty (30) days written notice to the City prior to any cancellation, non-renewal or materials reduction in coverage.
 - b) The words "will endeavor" and "but failure to mail such notice shall impose no such obligation or liability of any kind upon the company, its agents or representatives" will be deleted from the certificate.
 - c) Throughout the life of the Agreement, each and every contractor of any tier shall pay for and maintain in full force and effect, with an insurer authorized by the California Insurance Commissioner to do business in the State of California, the policies evidenced herein.

Any insurance provided for the City, DB or subcontractors for this Project shall be written through an insurer admitted in the State of California with an AM Best Rating of not less than A:V. Any exceptions are at the sole discretion of the City and subject to written approval of the City.

7.0 INSPECTION

- 7.1 It shall be the responsibility of DB to call for, coordinate and schedule all inspections by the City. Any required special inspections shall be the responsibility of the DB.
- 7.2 City, its consultants, subcontractors, independent testing laboratories as well as other governmental agencies with jurisdictional interests will have access at reasonable times for this observation, inspecting and testing. The DB shall provide them proper and safe conditions for such access and advise them of DB's safety procedures and programs for compliance.

8.0 CHANGE IN GMP AND CONTRACT TIME

- 8.1 The GMP and Contract Time may only be changed with a written Change Order. Change Orders shall be issued only under the following circumstances:
 1. The City directs DB to perform Additional Services.
 2. For reasons expressly provided in the Design/Build Contract.

9.0 PROJECT COMPLETION

- 9.1 Substantial Completion shall be that stage in the progress of the construction when all Work on the Project is sufficiently complete in accordance with the Construction Documents so that City may fully utilize entire Project; Substantial Completion shall further mean that all goods, services and systems to be provided under the terms and conditions of the Construction Documents are in place and have been initially tested, and are operationally functional, subject only to final testing, balancing and adjustments and normal Final Completion Punchlist Work.
- 9.2 Final Completion shall be deemed to occur on the last of the following events: (1) recordation of a Notice of Completion for the Project; (2) acceptance of the Project by the City; (3) issuance of a final Certificate of Occupancy for the Project; (4) submission of all documents required to be supplied by DB to City as outlined in the Design/Build contract, including but not limited to As-Built Drawings, warranties, and three copies of operating manuals; (5) and delivery to City of a Certificate of Completion duly verified by DB.
- 9.3 The DB shall provide City with a Certificate of Completion, certifying to City under penalty of perjury that the Project has been completed in accordance with the Construction Documents, all applicable building codes and regulations, all permits, licenses, and certificates of inspection, use and occupancy, and ordinances relating to the Project.
- 9.4 The DB shall provide final record drawing documents (“As-Built Drawings”) to the City at the end of construction in the form of one (1) set of reproducible mylar plans and one (1) electronic copy (format to be mutually agreed upon). As-Built Drawings are to be accurate and legible records showing all components of the Project and their exact locations.
- 9.5 The DB shall provide a copy of, or make available before destruction, all records (which includes all writings as defined in Evidence Code Section 250) to the City upon receipt or generation, which shall include a copy of DB’s filing protocol.
- 9.6 A copy of all approved submittals shall be forwarded to the City at the completion of the Project. All information shall be assembled in such a fashion to fit into a standard file drawer and organized by CSI codes. This copy is in addition to those provided during the course of construction for comment.

10.0 WARRANTIES AND GUARANTEES

- 10.1 The DB warrants and guarantees to City that materials and equipment incorporated into the Project will be new unless otherwise specified and that all work will be in strict accordance with the Construction Documents and will not be defective. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as directed by City. DB shall not be entitled to an extension in Contract Time or increase in GMP because of any delay or increase in cost attributable to the

rejection, correction or acceptance of said work. Defective work may be rejected even if approved by prior inspection.

- 10.2 The warranty period shall commence when the Certificate of Final Completion is issued (irrespective of beneficial use by City prior to Final Completion) and extend one (1) year after that date or whatever longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Construction Documents. The Design/Build contract will contain provisions addressing this issue and steps to correct defective work. .

11.0 MAINTENANCE OF RECORDS AND ACCOUNTING

- 11.1 The DB shall maintain, during the Project implementation time and for a period of three (3) years after completion of the Project, accurate and organized records of all costs of any type and all services performed for the Project. City will have the right at any time, including during the performance of all Phases of the Project to audit and copy all such records.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 Drawings, plans and specifications, and all reports, studies, tracings, maps, electronic files, and other documents prepared or obtained by DB in the course of performing the work required by this RFP shall be the property of the City, and DB shall convey and transfer all copyrightable interests in such drawings, plans and specifications, and documents to the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by DB shall, upon request, be made available to The City. The City agrees to use the original plans and drawings for purposes of this construction project only and will not use the original plans or drawings in connection with any other construction project. City agrees to indemnify, defend and hold harmless DB against any claims, losses, costs or damages as a result of City's reuse or misuse of such plans, drawings and specifications. In the event of the return of the plans, drawings, or specifications to DB or its representative, DB shall be responsible for their safe return to City. DB shall be entitled to retain copies of the plans, drawings and specifications for their files. Under no circumstances shall DB fail to deliver any draft or signed and sealed final plans, drawings or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between DB and City concerning payment, performance of Design/Build Contract, or otherwise. This covenant shall survive the termination of the Design/Build Contract.
- 12.2 Title to Intellectual Property. DB shall represent that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the materials for the Project and that The City has full legal title to and the right to reproduce such materials. DB covenants to defend, indemnify and hold The City harmless of any loss, claim or liability in any way related to a claim that The City is violating, as a result of any services rendered by the DB, either any contractual

provisions or any federal, state or local law, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions.

13.0 RESPONSE REQUIREMENTS

13.1 Format, Due Date, Quantities:

All DBs are required to follow the format specified below. The content of the proposal must be clear, concise, and complete. Each section of the proposal shall be presented according to the outline shown below to aid in expedient information retrieval.

Four (4) copies of the proposal shall be delivered no later than 4:00 P.M. on Thursday, September 7, 2017, to:

Drop-off Location:
City of Vista
City Clerk's Office
Attn: Elmer Alex
200 Civic Center Drive
Vista, California 92084-6240

Mailing Address:
City of Vista
City Clerk's Office
Attn: Elmer Alex
200 Civic Center Drive
Vista, California 92084-6240

Please note that faxed or emails copies will not be accepted. Also note that incomplete proposals, incorrect information, or late submittals may be cause for immediate disqualification. The City reserves the right to amend the Request for Proposals prior to the date that proposals are due. Amendments to the Request for Proposals shall be posted on the City's eBid Board page.. The City reserves the right to extend the date by which the proposals are due.

13.2 General Response Requirements:

1. The City desires to receive proposals from qualified and experienced DB's who demonstrate significant knowledge of design engineering and construction management, and experience and successful performance on public sector projects of comparable magnitude involving a GMP incorporating both design and construction.
2. The proposal should be concise, well organized and demonstrate the DB's qualifications and experience applicable to the Project. The proposal shall be

inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and word processing. Proposal shall be limited to 25-pages excluding dividers, resumes, and front and back covers.

13.3 Contents:

Sealed proposals submitted in response to this RFP shall be in the following order and shall include:

13.3.1 General Information

1. Executive Summary.
2. Include a one- to two-page overview that highlights DB approach and DB's commitment to meet or exceed the City's objectives and insure a successful project built on time and within budget.
3. Identification of each DBT member.
4. Legal name and address.
5. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
6. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
7. Addresses of offices located in San Diego County, if any.
8. Number of employees in San Diego County.
9. Name, title, address and telephone number of person(s) to be assigned to Project.
10. Name, title, address and telephone number of person to contact concerning the proposal.

13.3.2 Experience and Technical Competence

1. Describe DB's experience in completing similar design/build projects. Include at least three (3) successfully completed projects of similar nature with name of The City's Project Manager, phone numbers, project type and total value of completed construction. Projects currently in process may be submitted for consideration. Identify any specific projects and include in your client references where this team has worked together.

13.3.3 Proposed Method to Accomplish the Work

1. Discuss the DB's understanding of the project, and any suggestions or special concerns that the City and the DB should address for a successful project. Provide a narrative rendition of the technical and management approach proposed for the project. Describe DB's technical and management approach to the project design and construction. Discuss lines of communication necessary to maintain inspection, design

construction and delivery schedules, and software availability for both schedule and management reporting.

13.3.4 Project Organization and Key Personnel

1. Describe proposed Project organization and provide an organizational chart, including identification and responsibilities of key personnel. Indicate role and responsibilities of the prime Consultant and all sub-consultants. Indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of Project and furnish resumes of key personnel. Provide indication of staffing level for the Project.
2. DB's evaluation will consider its entire team, therefore no changes in team composition will be allowed without prior written approval of the City. Describe DB's capacity to perform the work within the time limitations, considering DB's current and planned workload and DBT's workforce.

13.3.5 Financial Arrangements for DBT Members

1. If the DBT is a Joint Venture Team, the DB shall address the proposed financial arrangements between the Joint Venture members as they relate to liability to the City for work to be performed. DB shall submit a team members' list indicating scope of work, and approximate percentage of contract. Team members must be named on said list if they receive more than \$10,000 or more than one-half of one percent (.5%) whichever is less.

13.3.6 Minimum Contractor Qualifications

1. DB submitting qualifications must include a contractor who possesses the applicable California Contractor's license. DB must also submit evidence of financial capability to be bonded for such projects.

13.3.7 Schedule of Rates and Fees

1. Project Cost Estimate
 - i. Provide a comprehensive cost estimate with summary and detail including all related costs for the Project. Estimates shall be provided for each pump station.
 - ii. Provide two estimates. One based on moving the pumps from AHLS and one from the contractor staging areas at 6200 Avenida Encinas, Carlsbad, CA.
- b) Include cost breakdowns by Project Phase (i.e. Design and Pre-Construction, Construction, and Operation/Start-up).
 - i. Design and Pre-Construction: Services for this period shall include but not limited to project design, cost estimating, constructability review, site surveys, testing, subcontractor bidding, submittal review and procurement of long lead

items. The City views the DB's input and leadership during this period as an important component of the Project.

- c) The cost estimate will be used to establish a Guaranteed Maximum Price during negotiations.
 - d) Clearly note all assumptions that were used to create the estimate and clearly note areas of concern.
 - e) Note that Special Inspections shall be included in the DB's scope of work.
2. Project General Conditions: Provide a detailed spreadsheet that completely outlines the projects general conditions, including quantities, units, unit costs and totals.
 3. Cost of Work Multipliers (Fee): Based on the scope and size of the Project, propose an overhead and profit percentage rate and any other multipliers such as liability insurance to be applied to the cost of work. This rate would apply to each major phase of the Project as it is released and subsequently bid to subcontractors.
 4. Change Orders: Indicate an overhead and profit percentage rate to be used on subsequent changes to the major phases of the Project. The negotiated rate shall also apply to deductive changes.
 5. Provide Payment, Performance Bond, and Insurance Rates.

13.3.8 Preliminary Design and Construction Schedule

1. Provide Preliminary Design and Construction Schedule considering Timeline requirements listed below. This schedule should reflect major design and construction activities. Outline any concerns regarding the schedule.
2. Timeline requirements:
 - a. Substantial completion by June 30, 2018
 - b. Final completion by August 31, 2018

13.3.9 Exceptions to Request for Proposal

1. The DB shall certify that it takes no exceptions to the Request for Proposal including the Sample Agreement included in Appendix A. If the DB does take exception(s) to any portion of the document, the specific portion to which exception is taken shall be identified and explained.

13.3.10 Additional Information

This section shall contain all the other pertinent information that is required to be submitted with the proposal in the following order:

1. Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims).
2. Provide description of your company's safety policy and how it would be implemented on this job.
3. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., computer capabilities, software applications, modem protocol, and modeling programs, etc.).
4. Indicate if contractors self-perform any work, and if so, what trades. Also indicate if contractors have any union signatory agreements.

14.0 PUBLIC DISCLOSURE

- 14.1. All proposals submitted in response to this Request for Proposal become the property of the City and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. The cover letter of the proposal should contain a paragraph that states whether or not DB believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not DB considers such information to be confidential.
- 14.2. In the absence of a declaration, City may be obligated to disclose proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

15.0 PROPOSAL SCHEDULE

- 15.1 The solicitation receipt and evaluation of proposals and the selection of the DB will conform to the following schedule (Note: Dates are subject to change):
 - RFP release by the City - Tuesday, August 1, 2017
 - Non-mandatory pre-proposal meeting - Thursday, August 10, 2017 at 10:00 AM.
 - Optional Site Visit – Tuesday, August 15, 2017 at 10:00 AM. Details to be posted on eBid Board.
 - Deadline for questions - Friday, August 18, 2017 at 12:00 PM
 - Addendum(s) release - Thursday, August 24, 2017 at 4:00 PM
 - Proposals due - Thursday, September 7, 2017 at 4:00 PM
 - Consultant shortlist (if needed) – Thursday, September 21, 2017
 - Consultant interview (if needed) - Thursday, October 5, 2017

- Notice of DBT selection - Tuesday, October 10, 2017
- Complete negotiation of agreement - Thursday, October 19, 2017
- Council award - Tuesday, November 14, 2017
- GMP approved by the City Council - Tuesday, March 6, 2017

The pre-proposal meeting will be held at the Vista Civic Center - Vista Room (200 Civic Center Drive, Vista, CA 92084). Please allow one hour for the meeting.

An optional site visit is scheduled for August 15, 2017 at 10:00 AM at the Agua Hedionda Lift Station which is only accessible through the NRG Power Plant. This is a secured site and needs a pre-approved attendance list. Please contact Elmer Alex at ealex@cityofvista.com before August 8, 2017 at 5:00 PM with the Name, e-mail and cell phone number of attendees. Attendees must bring two forms of government issued identification to gain access to the site on the day of the pre-proposal conference. If your name is not on the list and fail to bring two forms of government issued identification, you will be denied entry to the site.

Agua Hedionda Lift Station is an active construction site. The City will allow only one representative per company. Following the site visit to Agua Hedionda Lift Station, a site visit will be made to Buena Vista Pump Station then Buena Creek Pump Station. Maps and directions will be provided attendees who been confirmed to attend the site visit.

16.0 PROPOSAL SELECTION PROCESS

- 16.1 Award will be based on best value not lowest responsible respondent. Design and construction expertise, relevant team experience, experience in similar projects, rates and fees, will be significant factors. City reserves the right to discuss and negotiate scope, costs, and schedule as needed. At any time prior to the City of Vista executing a Design/Build Contract with the selected firm, if that DB cannot meet any of the RFP conditions, the City of Vista has the option of selecting another DB. Contracts will be awarded in accordance with the Vista Municipal Code.

17.0 PROPOSAL EVALUATION CRITERIA

- 17.1 Selection of the DB will be based on best value, not on lowest responsible respondent. Proposals shall be evaluated and ranked based on best value as determined by the following significant factors and relative weights of importance:
1. 25% - Overall experience and technical competence of the firm(s) (including principal firms, joint venture-partners, and sub-consultants) and specific experience and technical competence on projects of a similar nature, considering the types of service required; the complexity of the project; references; and record of performance.

2. 20% - The strength and experience with projects of a similar nature of key personnel who will be dedicated to the Project.
3. 20% - Rates and Fees including Pre-Construction Costs, General Conditions, Cost of Work Multipliers, Preliminary Cost Estimate, Change Order rates, Payment and Performance Bond rates.
4. 20% - Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner, including Design and Construction Schedule.
5. 15% - Combination of the following factors:
 - a) Conformance to the specified RFP requirements and format.
 - b) Organization, presentation, and content of the submittal.
 - c) Knowledge and understanding of the State and local environment and a local presence for interfacing with the City.
 - d) Financial resources and stability of the principal consultant and/or DB team.
 - e) Ability to meet the insurance requirements unless City, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide project insurance.

Evaluation criteria are subject to change.

18.0 CONTRACT TERMS AND CONDITIONS

- 18.1 Issuance of this RFP does not commit City to award a contract, or to pay any costs incurred in the preparation of a response to this request. City retains the right to reject any or all submittals. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful DB. No modifications to the standard contract language will be granted.
- 18.2 Each submittal shall be valid for not less than one hundred and twenty (120) days from the date of receipt.
- 18.3 All insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City. City reserves the right to modify the insurance limits or to substitute project insurance during contract negotiations.

The City of Vista looks forward to receiving a proposal from your firm. If you have any questions regarding this information, please contact:

Elmer Alex, P.E.

Engineering Department, Sewer Utilities Division

Phone: (760) 643-5436

Email: ealex@cityofvista.com

APPENDIX A

STANDARD AGREEMENT

APPENDIX B

AGUA HEDIONDA PUMP STATION CONSTRUCTION PLANS

APPENDIX C

RECORD DRAWINGS OF AHL'S STANDBY PUMPS

APPENDIX D

RECORD DRAWINGS OF BUENA VISTA PUMP STATION AND FORCE MAINS

APPENDIX E

RECORD DRAWINGS OF BUENA CREEK PUMP AND FORCE MAIN

APPENDIX F

**CUT SHEETS ON EXISTING STANDBY
PUMPS**

APPENDIX G

EXISTING SAN DIEGO AIR POLLUTION CONTROL DISTRICT PERMITS

APPENDIX H

NCTD SAMPLE PERMIT

APPENDIX I

NRG SAMPLE PERMIT

APPENDIX J

FLOW DATA FOR BVPS (1-YEAR)

APPENDIX K

FLOW DATA FOR BCPS (1-YEAR)

APPENDIX L

PROJECT LOCATION MAP

APPENDIX M

CONCEPTUAL HYDRAULICS BUENA VISTA PUMP STATON

APPENDIX N

CONCEPTUAL HYDRAULICS BUENA CREEK PUMP STATION