

**CONTRACT DOCUMENTS FOR**

***RADIO SYSTEM UPGRADES PROJECT AT THE  
SACRAMENTO REGIONAL WASTEWATER  
TREATMENT PLANT  
CONTRACT 6010***

**VOLUME 1 of 5: REQUEST FOR PROPOSAL  
DOCUMENTS**

**Proposal Documents, Instructions & GMP Proposal  
Requirements**



**SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**

8521 Laguna Station Road  
Elk Grove, CA 95758

**CONTRACT DOCUMENTS**

*for the*

**RADIO SYSTEM UPGRADES (RSU) PROJECT  
AT THE SACRAMENTO REGIONAL WASTEWATER TREATMENT PLANT  
CONTRACT 6010**

**VOLUME 1 OF 5: REQUEST FOR PROPOSAL DOCUMENTS**

including

Proposal Documents, Instructions, and Requirements

JULY 2019

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**PART I**

**REQUEST FOR GMP PROPOSALS**

**FOR**

**RADIO SYSTEM UPGRADES PROJECT**  
**CONTRACT 6010**

## PART I

### REQUEST FOR GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

*for the*

#### **RADIO SYSTEM UPGRADES (RSU) PROJECT CONTRACT 6010**

Sacramento Regional County Sanitation District (Regional San) is soliciting proposals for a Radio System Upgrades (RSU) Project, in efforts to boost radio signal strength and provide adequate radio coverage for emergency responders throughout the Sacramento Regional Wastewater Treatment Plant (SRWTP) process areas and buildings. Contractors (hereinafter referred to as “Contractors”, “Vendors”, “Bidders”, or “Proposers”) are to submit sealed, written proposals for furnishing all labor, equipment, materials, and services specified for the RSU Project, Contract 6010, in conformance with the Contract Documents.

The general scope of work includes designing, permitting, supplying, installing, and commissioning an “Emergency Responder Radio Coverage System” (ERRCS) that meets the requirements of **Emergency Responder Coverage for Non-High Rise Buildings Based on the 2016 California Fire Code with City of Elk Grove Fire Code Ordinance Section 17.04.110 for Public Safety 800 MHz Radio Building Amplification Systems**. The proposed upgrades shall be interoperable with the existing locally-repeated Regional San handheld 800 MHz radio communications and P25 trunk radio communications, and be expandable to new structures (future and those under construction).

A **mandatory** pre-proposal meeting and site walk to discuss the Project will be held at 9:00 a.m., local time, **August 15, 2019** (unless changed by addendum) at SRWTP Administration Building, 8521 Laguna Station Road, Elk Grove, CA. At this meeting, representatives of Regional San will discuss the Contract Documents, proposal submission requirements, site constraints, and other items specific to this Project. A site walk will follow immediately after the pre-proposal conference meeting. Attendance at the entire pre-proposal meeting and site walk is mandatory for contractors planning to submit a proposal. An attendance sheet will be available for signature at the pre-proposal conference meeting only and not during or after the site walk. Any proposals received from Contractors that did not have a representative sign the attendance sheet and attend the meeting and site walk will be returned unopened. Attendance at the pre-proposal meeting by subcontractors is encouraged, but not mandatory. Regional San encourages Contractor Principals, System Designers/Integrators, and Project Managers to attend this meeting. Questions raised at the meeting and site walk will be addressed via addenda if deemed necessary by Regional San. Oral statements not confirmed by addenda should not be relied upon and are not binding or legally effective. Except for the mandatory site walk, no other access to the project site will be granted preproposal submission date without Regional San’s prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Proposer must be accompanied full time by an authorized representative of Regional San. The meeting

and site walk is anticipated to last 3-4 hours. Attendees should be prepared to walk approximately one mile during the site walk. Attendees must email Scott Jones at [RSU@sacsewer.com](mailto:RSU@sacsewer.com) with attendee names prior to the meeting.

**PROPOSAL DUE: August 29, 2019, 3:00 pm**

Contractors must submit five (5) hard copies and one (1) USB flash drive of the proposal at its Regional San's front receptionist counter until 3 p.m., local time, of the due date, at SRWTP Administration Building, 8521 Laguna Station Road, Elk Grove, CA 95758. No late proposals will be accepted.

An electronic copy of the Contract Documents, and any addenda issued for this project, will be posted on Regional San's General Opportunities website:  
<https://www.regionalsan.com/general-opportunities>

It is up to each Proposer to furnish Contract Documents, any addenda, and related supplemental information to any subcontractors and suppliers (collectively sub-tier bidders) it solicits for sub-bids. Regional San will not maintain a plan holders list.

Proposals to receive consideration must be signed by the bona fide Contractor who proposes to undertake the work and who is properly licensed in accordance with the Contractor's License Law as provided beginning at Section 7000 of the Business and Professions Code of the State of California. The license classification(s) required for the work are as follows:

**C-7 - Low Voltage Systems Contractor**

The Proposer shall have the required license(s).

Questions about the Contractor Request for Proposals should be submitted in writing by E-mail to the District's Representative at the following address: [RSU@sacsewer.com](mailto:RSU@sacsewer.com)

All questions must be submitted prior to the deadline for questions.

Inquiries regarding directions to the Regional San office and the location of the receptionist area may be directed to Regional San's receptionist at (916) 875-9000.

All Proposers and subcontractors to Proposers must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions under California Labor Code Section 1771.1.

**BONDS:** Each proposal must be submitted on the forms provided in the Contract Documents. Each proposal must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Treasurer of Sacramento County, for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful Proposer shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to Regional San, each for not less than one hundred percent (100%) of the aggregate total Guaranteed Maximum Price.

Pursuant to California Code of Civil Procedures Section 995.311, Regional San will verify all bonds for this Project are issued and executed by a California admitted surety.

The Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Contract.

**LABOR COMPLIANCE PROGRAM:** The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program should be directed to the Labor Compliance Section at 916-875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less, when the project is for construction work, or of fifteen thousand dollars (\$15,000) or less, when the project is for alteration, demolition, repair, or maintenance work.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No Proposal received by Regional San may be withdrawn for a period of sixty (60) days from and after the stated proposal receiving closing time, or until a Contract is fully executed by Regional San and a Proposer, (whichever is earlier.)

Regional San reserves the right to reject any or all proposals for the work and waive any non-material irregularities in proposals received.

## END OF PART I

**PART II**

**SELECTION PROCESS  
AND  
INSTRUCTIONS TO PROPOSERS**

**RADIO SYSTEM UPGRADES PROJECT  
CONTRACT 6010**

## PART II

### SELECTION PROCESS AND INSTRUCTIONS TO PROPOSERS

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## PART II

### SELECTION PROCESS AND INSTRUCTIONS TO PROPOSERS

#### A. KEY ACTION DATES

The key action dates for this RFP process are shown in table below. Regional San may, at its discretion, amend this schedule by issuing an addendum to the RFP.

#### Procurement Schedule

Event	Date
Request for Proposals Issued	7/26/2019
Mandatory Pre-proposal Meeting at 9:00 a.m.	8/15/2019
Deadline for Questions	8/22/2019
Proposal Due Date at 3:00 p.m.	8/29/2019
Possible Interviews with Proposers who submitted responsive Proposals.	9/05 – 9/06/2019
Anticipated Notification of Selected Responsive Proposer.	9/11/2019
Anticipated Award of Contract by District Board of Directors	10/23/2019

\*These dates are tentative

#### B. EXAMINATION OF CONTRACT DOCUMENTS

The Contract Documents consist of Volume 1 – Request for Proposal Documents, Volume 2 – Project Manual, Volume 3 – Project Description, Volume 4 – Specifications, and Volume 5 – Project and Reference Drawings.

Any Proposer planning to submit a Proposal is responsible for examining with appropriate care the complete Contract Documents and all Addenda, and is also responsible for informing itself with respect to all conditions, which might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Proposer, and no relief can be given for errors or omissions by the Proposer. The submission of a Proposal shall constitute an acknowledgment upon which Regional San may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents and that the Proposer has waived any objections or contentions regarding the Contract Documents and/or the GMP Proposal submission requirements. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

### **C. INSPECTION OF SITE AND PRE-PROPOSAL ACCESS TO SITE**

In addition to examination of the Contract Documents, each prospective Proposer shall become fully informed regarding all existing and expected conditions and matters, which could affect any work or performance of any work.

Prior to submitting a Proposal, the Proposer shall investigate and acquaint itself with the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling, and storage of materials; availability of fiber optic cable and electric power; availability and condition of tunnels and galleries; other construction activities occurring at the work sites; physical conditions at the work sites and the Project areas as a whole; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters that can in any way affect performance of the Contract. The failure of the Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

It is the intent of Regional San to provide a safe working environment under normal conditions. BECAUSE OF POTENTIALLY HAZARDOUS CONDITIONS, SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, HANDLING OF CERTAIN CHEMICALS, AND POSSIBLE EXPOSURE TO PATHOGENS, SPECIALIZED EQUIPMENT MAY BE NECESSARY AND STRICT CONFORMANCE WITH SAFETY REGULATIONS WILL BE REQUIRED. Attention is further directed to Volume 2, GENERAL CONDITIONS, 1.05- LAWS, REGULATIONS, AND PERMITS.

Any failure to fully investigate the sites or the foregoing conditions shall not relieve the Proposer from responsibility by estimating properly the difficulty or cost of successfully performing any work. Neither Regional San nor any of Regional San's representatives or agents assumes any responsibility for any verbal representation regarding all existing and excepted site conditions.

Proposers seeking to conduct any additional examination or other inquiry at the Project site must request site access from Regional San in writing at least three (3) business days in advance. Requests should be emailed to Regional San's job-site representative, Mr. Scott Jones, [RSU@sacsewer.com](mailto:RSU@sacsewer.com). The locations the Proposer request to access, subject to approval by Regional San, must be included in the request. Proposers may not conduct tests at the Project site prior to obtaining District approval.

If, during the course of its site inspection, a Proposer finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Proposer may apply to Regional San, in writing, for additional information and explanation at least ten (10) calendar days before the time specified for receiving the Proposals.

Submission of a Proposal by the Contractor shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Proposers by Regional San. Any related information provided by Regional San is not intended to be a substitute for, or a supplement to the independent verification by the Proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the Proposer.

#### **D. INTERPRETATION OF THE CONTRACT DOCUMENTS**

Should the Proposer find discrepancies in or omissions from the Contract Documents, or should the intent or meaning of the documents appear unclear, the Proposer shall at once notify Regional San of such findings. Questions received less than ten (10) days prior to the date for opening of the Proposals may not be answered. If the Proposer asks a question within five (5) days prior to the deadline for receiving proposals, the Proposer shall notify Regional San in writing of such question before the deadline for receiving proposals. The Proposer making notifications shall be solely responsible for their timely receipt by Regional San. Should the Proposer find patent ambiguities in the Contract Documents, the Proposer shall at once notify Regional San of such findings in writing prior to deadline for receiving proposals. Replies to such notification of patent ambiguities may be made in the form of Addenda, which will be issued simultaneously to all persons who have obtained a copy of the Contract Documents from Regional San. Failure of the Proposer awarded the Contract to notify Regional San of such patent ambiguity shall eliminate any and all recourse, including time extensions and Contract price adjustments the Proposer may have, against Regional San occurring as a result or arising out of such patent ambiguity.

The Proposer, by submission of its Proposal, confirms it has familiarized itself with the Contract Documents and has found them fit and sufficient for the purpose of preparing its Proposal. The submission of a Proposal shall constitute an acknowledgment upon which Regional San may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents and that the Proposer has waived any objections or contentions regarding the Contract Documents and/or the bidding requirements in the Contract Documents.

No oral representations or interpretations will be made to any Proposer as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing by E-mail at least ten (10) calendar days before the time specified for receiving the Proposals to District's Representative, at the following address:

Attn: Mr. Scott Jones  
Email: [RSU@sacsewer.com](mailto:RSU@sacsewer.com)

All questions submitted via electronic telecommunication (e-mail) shall be submitted in the time set forth herein. E-mail shall be clearly identified with the following title in the Subject line:

**"RSU Project: Pre-Proposal Questions."**

It is the Proposer's sole responsibility to ensure that the e-mail question is received by Regional San in a timely manner.

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by Regional San other than a response to the Proposer requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum signed by Regional San and transmitted to all Proposers. No other interpretation or information concerning the Contract Documents issued prior to the date specified for receiving Proposals will be binding.

**E. ADDENDA TO THE CONTRACT DOCUMENTS**

Regional San may modify any provision or part of the Contract Documents at any time prior to five (5) days before the Proposal submission closing time, provided that the Proposal submission closing time set forth in Request for Proposals, may be extended by Regional San at any time prior to said Proposal submission closing time. Such revisions, if any, will be in the form of Addenda, which will be issued as set forth in Part I-REQUEST FOR GUARANTEED MAX PRICE (GMP) PROPOSALS.

Contractor failure to properly acknowledge all Addenda issued may, at the discretion of Regional San, be grounds for rejection of the Proposal. This acknowledgement shall be provided by completing and signing the form included in Part III, GMP Proposal Requirements and Proposal Forms, herein. Each Contractor shall submit this acknowledgement as a part of its Proposal, but in no circumstances will the acknowledgement be accepted subsequent to the closing time for submission of Proposals.

**F. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION OF CONTRACTORS**

All Contractors and their Subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. A Proposal will not be accepted nor any contract for public work entered into without proof that the Contractor and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to California Labor Code Section 1725.5, subject to limited legal exceptions.

## **G. REGIONAL SAN'S EVALUATION OF PROPOSALS**

A selection committee consisting of Regional San and or Sacramento County employees will evaluate and rank the proposals received.

In evaluating proposals, Regional San will consider whether or not proposals comply with the RFP instructions.

Regional San may conduct such investigations as Regional San deems necessary to establish the responsibility, qualifications and financial ability of the Contractor to perform the Work.

Ranking will be determined based on the best value to Regional San using all technical information provided by the Proposer in its Proposal and other investigations by Regional San, and the Proposer's Cost of the Project.

Ranking scores will be based upon the evaluation criteria outlined in Part III, Proposal Requirements and Proposal Forms, herein.

If a Contractor cannot be selected based solely on the proposals submitted, the top ranked Contractors submitting the most highly rated technical proposals may be invited for interviews with the selection committee. The Contractor's proposed project manager must be present at the interview; up to three others may attend at the discretion of the Contractor. After this process, the firms will be ranked and the Contractors notified. District staff will then enter into final commercial terms negotiations with the highest rated firm. Following successful negotiations, a recommendation will be made to District Board of Directors to award the Contract. In the event that commercial terms negotiations are not successful, Regional San reserves the right to enter into negotiations with other ranked Contractors who submitted proposals.

Regional San reserves the right to reject all proposals.

## **H. CERTIFICATION OF COMPLETION REQUIREMENTS**

By signing PROPOSER CERTIFICATIONS AND SIGNATURES form found in the TECHNICAL PROPOSAL FORMS section of PART III, Volume 1 of this RFP, the Proposer acknowledges acceptability of the construction times for completion as set forth in CONTRACT TIMES AND LIQUIDATED DAMAGES Specifications Section (01 14 20).

## **I. PROPOSER'S STATEMENT OF SUBCONTRACTORS**

On the form found in TECHNICAL PROPOSAL FORMS section of PART III of Volume 1 of this RFP, the Proposer shall submit the name, California State License Board (CSLB) license number and DIR registration number, expiration dates, city and state of the place of business of each subcontractor who will perform work or labor or

render service to the Contractor in the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents, in an amount in excess of five percent (5%) of the total bid proposal price as set forth in the contractor's Cost Proposal. The Contractor shall indicate the portion that will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid to the Contractor.

Failure to list subcontractors in the Technical Proposal is an express statement by the Proposer that it will perform that portion of the work with its own forces. The Contractor may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission from Regional San.

**J. PROPOSER'S MODIFICATION AND WITHDRAWAL OF PROPOSALS**

A Proposer may, without prejudice to itself, modify or withdraw its Proposal by written request, provided that the request is received by Regional San prior to the closing time at the place where the proposals are to be opened. Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that such new Proposal is received prior to the stated proposal submittal deadline.

**K. RECEIVING OF PROPOSALS AND AWARD OF CONTRACT**

Proposals will be kept unopened until the time stated for receiving of proposals. No responsibility shall attach to Regional San or any of its officers, employees, or representatives for the premature opening of a proposal. **THERE WILL NOT BE A PUBLIC OPENING OF THE PROPOSALS RECEIVED.**

After opening the proposals and prior to award of the Contract, Regional San will evaluate the proposals submitted pursuant to Section G herein. If Regional San Board of Directors determines any proposal to be nonresponsive, it reserves the rights to reject any or all proposals received. Regional San reserves the rights to reject any or all proposals and to waive any non-material irregularities in proposals received.

The successful Proposer will be notified in writing by Regional San of the intent to award within fifty (50) days after opening of proposals. Accompanying Regional San's Notice of Intent to Award will be the Contract, in triplicate, which the successful Proposer will be required to sign and return together with the Performance Bond, Payment Bond, and the required number of copies of insurance certificates and endorsements to Regional San within ten (10) days following receipt of such Notice of Award. Regional San will promptly determine whether such Contract, bonds, and insurance certificates and endorsements are acceptable, and upon such determination will forward a fully signed copy of the Contract to the successful Proposer. Regional San may issue a Notice to Proceed at any time prior to or after forwarding the Contract. The failure of any Proposer to whom Regional San may award the Contract as aforesaid to sign and return to Regional San the Contract, together with the required Performance Bond, Payment Bond,

and insurance certificates and endorsements within the specified time period, shall entitle Regional San to declare a breach of Contract by such Proposer, to award the Contract to another Proposer.

**L. RELIEF OF PROPOSERS**

Should a Proposer claim a mistake was made in its GMP Proposal, the Proposer shall give Regional San Project Manager written notice within five (5) business days after Regional San's closing time to receive proposals of the alleged mistake, and detail in said notice the circumstances under which the mistake occurred. Final determination of relief of Proposers shall be made by the Regional San Board of Directors. Should the Regional San Board of Directors accept the Proposer's claim for relief, the Proposer will be released from all obligations and further requirements.

**M. BONDS**

The Proposer to whom the Contract award is made shall, at the time of execution of the Contract, furnish to Regional San a Performance Bond and a Payment Bond, executed as surety by a corporation acceptable to Regional San and authorized to issue such surety bonds in the State of California. Such bonds shall be substantially in the form included in Sections C and D, respectively, of Part IV, Volume 1 of the Contract Documents. Such Performance Bond and Payment Bond shall be for one hundred percent (100%) of the total Guaranteed Max Price as set forth in the Proposer's Cost Proposal. The entire cost of these bonds shall be included in the Proposer's GMP.

If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated, or it ceases to meet the requirements of the above paragraph, the Contractor shall, within five (5) business days thereafter, notify Regional San and substitute another bond and surety, both of which must be acceptable to Regional San.

**N. NONDISCRIMINATION IN EMPLOYMENT**

Contracts for work under this RFP will obligate the Contractor and subcontractors not to discriminate in employment practices.

**O. AGREEMENT TO ASSIGN (PROPOSERS)**

The Proposer's attention is directed to the provisions of Government Code, Section 4552, which requires that in submitting a bid proposal to a public purchasing body, Proposers offer to assign all rights arising from violations of antitrust regulations to the public entity if the bid proposal is accepted. In pertinent part, Government Code, Section 4552, reads as follows:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid proposal is accepted, it will assign to the

purchasing body all rights, title, and interest in and to causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.

**P. CONTRACT DOCUMENTS TO SUCCESSFUL PROPOSER**

The Proposer to whom award is made, and Contract executed, may obtain electronic copies of the Contract Documents for the Work via a DropBox link at no charge from Regional San.

**Q. PROPOSAL PROTEST PROCEDURES**

The lack of a prompt procedure to resolve disputes regarding the RFP process would impair Regional San's ability to carry out its purpose of constructing this Project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the RFP process shall be subject to the following procedures. In submitting a Proposal to Regional San for this Project, the Proposer agrees to comply with and to be bound by the following RFP and Proposal protest procedures.

**Pre-Proposal Submission**

If any potential Proposer believes that any part of the form or content of the Contract Documents is vague, ambiguous, gives an unfair advantage or unfairly limits competition, such Proposer must give notice and protest on such grounds to Regional San's Project Manager as soon as practical, but in no event later than ten (10) business days before the original Proposal submission date to receive Proposals. Protests received after the ten (10) business day deadline will not be considered by Regional San. Regional San Engineer or his designee shall, within five (5) working days upon receiving any such protest(s), review the same and provide a written response thereto.

Any pre-proposal submission protest shall include:

1. The protest document shall contain a complete and detailed statement of the factual and/or legal basis for the protest and, with respect to any authority relied upon, a copy of said authorities shall be provided.
2. The protest shall identify the specific portion(s) of the Contract Documents that form the basis for the protest.

3. The protest shall include the name, address, telephone number, fax number and email address of the protestant, and if applicable, the person representing the protesting party.

The procedure and time limits set forth in these Proposal protest procedures are mandatory and are the Proposer's sole and exclusive remedy in the event of a pre-proposal submission protest related to the form or content of the Contract Documents. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, without limitation, filing a Proposal or award protest on the grounds applicable to a pre-proposal submission protest, filing a Government Code claim or filing legal proceedings.

### **Proposal to Award Protest**

Any protest relating to any particular Proposal received and opened by Regional San or the award of the Contract must be submitted in writing to Regional San's Internal Services Division-Contracts Section, 10060 Goethe Road, Sacramento, CA 95827, and via email to [RSU@sacsewer.com](mailto:RSU@sacsewer.com) before 4:00 p.m. on the Fifth (5th) working day after the Notice of Intent to Award.

The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. The protest must state the facts and refer to the specific portion(s) of the document that forms the basis for the protest.

The party filing the protest must have actually submitted a Proposal for the Work. A subcontractor of a party submitting a bid for any portion of the Work may not submit a Proposal protest. A party may not rely on the Proposal or Award protest submitted by another Proposer, but must timely pursue its own protest.

The protest must include the name, address, telephone number and email address of the person representing the protesting party.

Within two (2) working days of receipt of the protest, Regional San will transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Regional San will give the protested Proposer five (5) working days from the date the protest is filed and served to submit a written response. The responding Proposer shall transmit the response to the protesting Proposer concurrent with delivery to the Owner.

The procedure and time limits set forth in this paragraph are mandatory and are the Proposer's sole and exclusive remedy in the event of a Proposal or award protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal or award protest, including filing a Government Code Claim or legal proceedings.

Regional San will review all timely protests prior to award of the Contract. Regional San will issue a prompt decision on the protest. At the time of Regional San's Board of Directors' consideration of the Project Contract award, Regional San's Board of Directors will also consider the merits of any timely protests in its determination of the best value Proposal and responsible, responsive Proposer. Nothing in these procedures for protesting a particular Proposal or award of the Contract will be construed as a waiver of Regional San's right to reject all proposals.

**R. CONE OF SILENCE PERIOD**

This procurement is under a "Cone of Silence". The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. During the Cone of Silence period, all communications regarding this procurement between potential Proposers and Regional San shall be addressed only to Regional San Contact or designee. The Cone of Silence remains in effect from the time designated to receive Proposals until the time of Regional San's publication of the recommended award, i.e. posting of the Agenda which contains the staff recommendation for awarding the contract. Other than Regional San's Contact, communication (of any form) with any Regional San staff including its consultants and Board of Directors, as well as their staff, is prohibited during the Cone of Silence period. Violation of this Cone of Silence is grounds for proposal rejection.

**END OF PART II**

**PART III**

**GMP PROPOSAL REQUIREMENTS  
AND PROPOSAL FORMS**

**RADIO SYSTEM UPGRADES PROJECT  
CONTRACT 6010**

## **PART III**

### **GMP PROPOSAL REQUIREMENTS AND PROPOSAL FORMS**

#### **INDEX**

<u>Section</u>	<u>Title</u>
A.	General Proposal Requirements, Evaluation Criteria, and Instructions
B.	Technical Proposal Outline
C.	Cost Proposal Outline
D.	Technical Proposal Forms
E.	Cost Proposal Forms

## PART III

### GMP PROPOSAL REQUIREMENTS AND PROPOSAL FORMS

#### A. GENERAL PROPOSAL REQUIREMENTS, EVALUATION CRITERIA, AND INSTRUCTIONS

Contractors responding to this Request for GMP Proposals for the Radio System Upgrades (RSU) Project, Contract 6010 shall submit five (5) complete copies of the proposals, and one (1) USB flash drive of the proposal for this project which shall follow the outline described below and must address all requested information. Any additional information that the Contractor wishes to include that is not specifically requested should be included in an appendix to the Proposal. Please adhere to the page limit provided with size 11 Arial font and one inch page margins per page without irrelevant graphics and marketing materials. Items furnished by appendix or on a compact disc “CD” or digital video disc “DVD” (CD will be referred herein for either format) do not count towards the page limit. Proposers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the Proposal.

#### EVALUATION CRITERIA

There are two parts to each Proposal and each is to be submitted in two separate sealed envelopes before the Proposal submission deadline. The first part is the Technical Proposal. The second part is the Cost Proposal. The requirements for each part of the Proposal are further described below in sections B and C herein.

The Proposal evaluation will be weighted between these two separate parts as such:

**Twenty percent (20%) Technical Proposal / Eighty percent (80%) Cost Proposal**

#### B. TECHNICAL PROPOSAL OUTLINE (20%)

##### **Section 1 (60 Points): Approach to the Project’s Scope of Work and Description of Proposed System (10 page limit)**

Provide a narrative description of your approach to successfully address and complete the Project’s scope of work, project objectives and constraints, and the unique project issues that you believe will require special consideration. Identify any unique approaches or strengths that your company and your chosen system integrator/designer, subcontractors and major suppliers may have related to this specific Project.

Discuss how your team would adapt to prioritizing work on the new BNR structures if the District authorized the allowance work to install and commission, including strategies or concerns to completing the BNR allowance work within the allocated schedule constraints. (Refer to Vol. 3, Scope of Work, Tasks 3.2; Vol. 4 Specification, WORK RESTRICTIONS Section 01 14 00 and CONTRACT TIME Section 01 14 20.)

Provide a description of the ERRCS system you propose to successfully address and complete the Project's scope of work, project objectives and constraints, and how your system is capable of handling unique project issues or special considerations. Include in the system description any unique design features or functions your system has, and any services to be provided.

Proposers shall designate the manufacturer or supplier of the equipment, software, materials and systems by completing the PROPOSED PRODUCTS FORM found in the TECHNICAL PROPOSAL FORMS section of PART III and submit with the proposal.

The PROPOSAL FORMS will be included in the evaluation and ranking under this section and not counted against page limits.

**Section 2 (50 Points): Project Team Qualifications and Experience (4 page limit)**

Provide a one-page organizational chart listing all key Project team members including system integrator/designer, major subcontractors, and suppliers. Organization chart should identify the title/role of each member on this Project.

Identify all key members' roles and duties, availability, qualifications and responsibility for the Project. Resumes of all key members shall be included in an appendix and not counted against page limits.

The following PROPOSAL FORMS submitted with the proposal will be included in the evaluation and ranking under this section and not counted against page limits. Refer to the TECHNICAL PROPOSAL FORMS section of PART III for these forms.

PROPOSER'S QUALIFICATIONS

PROPOSER'S SUBCONTRACTOR QUALIFICATIONS

PROPOSED SUBCONTRACTORS FORM

**Section 3 (30 Points): Contractor's Quality Control Program (3 page limit)**

Provide a descriptive outline of your planned quality control program for this Project. This program would integrate and compliment the testing and inspection requirements found in the Contract Documents. Also describe how quality control would be managed, and by appendix, the resume of your proposed QC Manager for this Project. The QC Manager can be the same person as the Project Manager.

**Section 4 (20 Points): Contractor's Construction Scheduler Qualifications (4 page limit)**

Provide the resume of the person who will prepare your Baseline CPM Schedule and all required updates and progress reports for this Project. Your assigned person responsible for all CPM schedules and progress reports may be the same person as the Project Manager provided you certify the Project Manager has the scheduling qualifications, scheduling experience and time to produce acceptable schedules and reports timely.

By appendix or CD, please provide an example CPM Schedule produced by your company for a project of similar size and complexity. Schedule should be 11x17 page size.

**Section 5 (20 Points): Contractor's Safety Program (no page limit)**

Provide the resume of Safety Manager you will assign to this Project. The Safety Manager can be the same person as the on-site Superintendent and perform collateral duties as long as the duties of the Safety Manager are fulfilled.

By appendix or on a CD, provide your Company's overall Safety Program for all company operations.

The following PROPOSAL FORMS submitted with the proposal will be included in the evaluation and ranking under this section and not counted against page limits. Refer to the TECHNICAL PROPOSAL FORMS section of PART III for these forms.

BIDDER'S SAFETY PERFORMANCE  
PROPOSED SUBCONTRACTORS FORM

**Section 6 (20 Points): Contractor's Accounting System (1 page limit)**

Provide a detailed explanation of your company's job cost accounting system and methods to accurately track, monitor and account for all job costs on time and materials projects.

By appendix or on a CD, provide an example of your internal job cost report and time & materials progress billing that ties back to the job cost report. Example provided should be from a similar size project to this Project. Job cost report shall be broken down by area, structure, and/or building in the same format as the typical specifications divisions and subdivisions.

**Section 7 (Pass/Fail): Affidavit of NonCollusion**

If there is collusion among proposers, none of the proposals will be considered.

Proposers shall execute and provide the AFFIDAVIT OF NONCOLLUSION form found in TECHNICAL PROPOSAL FORMS section of PART III herein. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one Proposal in response to this RFP for this Project will cause rejection of all Proposals in which that individual, partnership, corporation, or combination is interested.

**Section 8 (Pass/Fail): Insurance (1 page limit)**

Provide a summary of your company's insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the Project are identified in the Volume 2, General Conditions and Special Conditions in of this proposal package.

**Section 9 (Pass/Fail): Proprietary Information (1 page limit)**

Provide a statement that nothing contained in the submitted Proposal will be proprietary. All proposals shall become the property of Regional San once submitted.

**Section 10 (Pass/Fail): Iran Contracting Act Disclosure**

Pursuant to the Iran Contract Act of 2010, Proposers are ineligible to propose on projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Proposer engages in investment activities in Iran.

Proposers must complete and provide the IRAN CONTRACTING ACT DISCLOSURE form found in the TECHNICAL PROPOSAL FORMS section of PART III as a mandatory submittal for all projects in excess of \$1,000,000. The Iran Contracting Act Disclosure Form must be submitted with the Proposal.

**Section 11 (Pass/Fail): Proposer Certifications and Signatures Proposal Form**

Complete and provide the PROPOSER CERTIFICATIONS AND SIGNATURES form found in the TECHNICAL PROPOSAL FORMS section of PART III herein. This form must be signed by an official(s) authorized to bind your company to your submitted Proposal.

**C. COST PROPOSAL OUTLINE (80%) (TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH PROPOSAL)**

The Contractor's Cost Proposal shall include the following information:

**Section 1 (500 Points): Contractor's Guaranteed Maximum Price (GMP)**

Contractor's Guaranteed Maximum Price (GMP) to complete all of the Work in accordance with this RFP and the Contract Documents, and any Addenda thereto, for Radio System Upgrades (RSU) Project, Contract 6010.

COST BREAKDOWN form of the Contractor's GMP to complete the Work. For purposes of the proposal, the breakdown should be generally in the same format as the WBS tasks listed in Section 3, Scope of Work, in Volume 3 of this RFP, with construction work items broken out by Divisions and Subdivisions of the Specifications found in the Contract Documents, with major items of construction work listed individually. If the Contractor recommends additional tasks to the Scope of Work, the tasks shall be inserted in the appropriate location(s) in the cost breakdown.

The cost breakdown shall be separated by each phase of the project (i.e. Existing Structure, New Structures, and Future Structures.)

The cost breakdown shall include a MATERIALS LIST (quantity not required) that breaks down equipment by line item for material costs associated within each task or other logical divisions of work.

The cost breakdown shall include all District listed allowances that are the basis for the Contractor's Guaranteed Max Price.

The cost breakdown shall also have separate items for all mobilization costs, project management/administration, direct job overhead costs, bonds, builder's risk insurance, supervision, subcontractors, system integrator, special services and major suppliers. See Section H, Guaranteed Maximum Price, Cost of Work and Fee, in Volume 2, Part IV of the Contract for further definition of project management and direct job overhead costs allowed.

A COST BREAKDOWN form can be found in the COST PROPOSAL FORMS section of PART III herein.

This cost breakdown and materials list will be used in Regional San's evaluation process of Contractor's cost proposal.

### **Section 2 (100 Points): Contractor's Markup for General Overhead and Profit**

Hourly Field Labor Rate Table which shows all direct labor costs for each worker classification anticipated to be used by Contractor in completing the Work. Hourly Field Labor Rate Table shall be in the same format as draft Table A found near the end of the Proposal Forms section herein.

Hourly Labor Rate Table for all Management and Administrative labor anticipated to be used by Contractor in completing the Work. Hourly Labor Rate Table for all Management and Administrative labor shall be in the same format as found near the end of the Proposal Forms section herein.

Equipment Rate Table for all Contractor-owned equipment anticipated to be used by Contractor in completing the Work. Equipment Rate Table shall be in the same format as draft Table found in draft Table B found near the end of the Proposal Forms section herein. Please show manufacturer, model and size/capacity of each equipment item listed.

Contractor's proposed Fee Schedule.

### **Section 3 (100 Points): Contractor's Proposed Shared Savings Percentage**

Contractor's proposed sharing of the difference between the total cost of the Work, plus the Contractor's Fee, and the GMP if the Project is completed for less cost than the GMP (see Item 5 of the Contract found in Section B of Part IV in Volume 2 of this proposal package).

### **Section 4 (100 Points): The percentage of the Work self-performed by the Proposer**

As outlined in the Proposer's Statement of Subcontractors form found in section D herein.

#### **D. TECHNICAL PROPOSAL FORMS**

Proposers are to complete the following forms and submit with Proposal. Proposers may make minor format changes, such as row heights and column widths, as it deems necessary to clearly present the proposal information it provides to fully complete each form.

## **PROPOSER'S QUALIFICATIONS**

NOTE: This experience statement shall be submitted with the proposals. At a minimum, Proposer's should provide a listing of applicable past projects, a brief description of each project, size or value of construction, duration and/or completion date, and shall include contact information for the project owner.

The following is a description of the proposer's experience with work similar in magnitude and character to that contemplated under this Contract.

1. List at least two (2) ERRCS projects over \$200,000 completed within the last three (3) years and two (2) other projects similar in scope completed within the last ten (10) years, including comments on completion within the contract time frame and budget.
2. List contact information for the owner's representative on these past projects.

Additional numbered pages outlining this portion of the bid may be attached to this page. Each page shall be headed PROPOSER'S QUALIFICATIONS and shall be signed by the bidder.

**PROPOSED SUBCONTRACTORS FORM**

The undersigned Proposer submits herewith a list of subcontractors (including system integrator/designer if subcontracted) the Contractor proposes to employ on the Work. Said subcontractors will each perform work in an amount greater than five percent (5%) of the total Guaranteed Maximum Price submitted in their Cost Proposal. This list shall include the proper firm name, their license number and class, city and state of each subcontractor, and the portion of the work to be done by each subcontractor with the understanding that failure to name a subcontractor for any portion of the Work shall be witness that the Contractor shall have agreed to perform such portion of the work with their own forces; and that the Contractor shall not subcontract said portion of the Work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission from Regional San Board of Directors. The Contractor shall list only one subcontractor for each portion of the work to be done as defined by the Contract.

Regional San will determine the percentage of the Work self-performed by the Proposer, by subcontracting the total percentage of below listed subcontractors work from 100%.

Work to be done by Subcontractor	Percent of Total GMP Amount	Name of Subcontractor	Place of Business (City and State)	CSLB Contractor License Number	DIR Registration Number, and Expiration Date

Additional sheets may be attached to this page, if needed. Each page shall be headed PROPOSED SUBCONTRACTORS, include all required information, and shall be signed by the Proposer.

PROPOSER: \_\_\_\_\_

\_\_\_\_\_ (Authorized Signature) (Date)

## **PROPOSER'S SUBCONTRACTOR QUALIFICATIONS**

NOTE: As specified in the Instructions to Proposers, this experience statement shall be submitted with the proposals.

The following is a description of the subcontractors' experience, for subcontractors (including system integrator/designer if subcontracted) with greater than 5 percent of the Guaranteed Max Price (GMP), with work similar in magnitude and character to that contemplated under this Contract.

1. List at least three (3) projects similar in scope and nature completed within the last five (5) years.
2. List contact information for (3) or more general contractors with whom you have completed projects within the last three (3) years.

Additional numbered pages outlining this portion of the bid may be attached to this page. Each page shall be headed PROPOSER'S SUBCONTRACTOR QUALIFICATIONS and shall be signed by the bidder.

## **BIDDER'S SAFETY PERFORMANCE**

- A. Information specified below shall be submitted with the proposals.
- B. The Contractor shall submit their Workers Compensation Experience Modification Rate (EMR) and the Cal/OSHA Form 300A-Summary of Work Related Injuries and Illnesses.
- C. Enter current year EMR: \_\_\_\_\_
- D. Attach copy of Cal/OSHA Form 300A.
- E. In accordance with the California Code of Regulations, Title 19, Section 2760.12, the District may obtain and evaluate the Contractor's safety performance and programs when work involves performing specialty work on or adjacent to a covered process (chlorine, sulfur dioxide, and/or digester gas systems). The Contractor shall submit a copy of their current safety program(s), and any other safety program(s) as it pertains to contract work performed on or adjacent to a covered process. Examples of documents required may include items such as safety manuals, Injury and Illness Prevention Program, training documentation, and certifications.

**PROPOSED PRODUCTS FORM**

Proposers shall identify and designate the manufacturer of the equipment, materials and systems listed below and any other equipment requiring FCC certification they will use for the project. Identify one manufacturer or supplier for each item. Failure to designate a manufacturer or source for any item may render the bid proposal unresponsive to the RFP and may be a basis for rejection of the Proposal. These products must be the same as reflected in Proposer’s cost breakdown and material list. Listed manufacturers and suppliers must have products which comply with the requirements of the specifications. Substitutions during construction will not be allowed, unless authorized and approved by the District. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection.

Item	Description	Manufacturer and Model Number	Notes
1.	Bi-Directional Amplifier (BDA)	a. _____	
2.	Donor Antenna	a. _____	
3.	DAS Antennas	a. _____	
4.	Fiber Optic Cable	a. <u>Optical Cable Corporation</u> b. _____	Per FIBER OPTIC SYSTEM Section (40 66 35) in Vol. 4 - Specifications
5.	Coaxial Cable and connectors	a. _____ b. _____	
6.	Splitter	a. _____	
7.	Combiner	a. _____	
8.	Coupler	a. _____	
9.		a. _____ b. _____	

Additional numbered pages outlining this portion of the proposal may be attached to this page. Each page shall be headed PROPOSED PRODUCTS FORMS, include all required information.

**AFFIDAVIT OF NONCOLLUSION**

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

RADIO SYSTEM UPGRADES PROJECT  
CONTRACT NO. 6010

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid proposal.

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

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited 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 proposer.

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).

If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of firm, also names of all individual partners composing the firm. If the proposer or other interested person is a joint venturer, state the name of the joint venture, the names of the individual joint venture firms, and the names of the president, secretary, treasurer and manager of each individual joint venture firm. If proposer is an individual, state first and last names in full.

The undersigned certifies that the corporation, partnership, joint venturer, or individual is licensed by the Contractor's State License Board of the State of California to perform such work as herein described.

NOTE: State on the line below whether your concern is a corporation, joint venturer, a copartnership, private individual, or individuals doing business under a firm name.

Concern: \_\_\_\_\_

If the proposer is a corporation, the bid proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation. If the proposer is a corporation, please complete the following:

This corporation is organized and existing under and by virtue of the laws of the State of \_\_\_\_\_.

Corporate seal is required if proposer is a corporation. Also, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the bid proposal to execute contracts on behalf of the corporation.

If the proposer is a partnership, the bid proposal must be executed in the name of the partnership and one of the partners' signatures must be subscribed thereto as the authorized representative of the partnership.

If the proposer is a joint venturer, the bid proposal must be executed in the name of the joint venturer by a representative of one of the joint venture firms. Additionally, a copy of the resolution or agreement empowering the representative to execute the bid proposal and bind the joint venturer shall be furnished.

Proposer declares that the contractor's license number and expiration date and representations made therein are made under penalty of perjury under the laws of the State of California.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

Respectfully submitted by:

---

Signature of Proposer

---

Name (Printed or Typed)

---

Title

**IRAN CONTRACTING ACT DISCLOSURE FORM**

**GENERAL REQUIREMENTS**

Pursuant to the Iran Contract Act of 2010, Bidders are ineligible to bid on projects with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Bidder engages in investment activities in Iran.

Bidders must provide the below disclosure form as a mandatory submittal for all projects in excess of \$1,000,000. The Iran Contracting Act Disclosure Form shall be submitted with the bid proposals.

When responding to a bid or proposal or executing a contract or renewal for a Sacramento Regional County Sanitation District contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) (b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract.

To comply with this requirement, please provide your vendor or financial institution name and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

**OPTION #1 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

A public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

## PROPOSER CERTIFICATIONS AND SIGNATURES

In response to the Request for Guaranteed Max Price (GMP) Proposals, Part I, dated July, 2019 and in accordance with the accompanying Instructions to Proposers, Part II, the undersigned hereby proposes to Sacramento Regional County Sanitation District, sometimes referred to as “Regional San” or “District,” to furnish all labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by Regional San), and to perform all operations necessary and required for the Radio System Upgrades (RSU) Project, in accordance with the Contract Documents, and any Addenda thereto, for District Contract 6010, and for the Guaranteed Max Price and all other commercial terms submitted in the Cost Proposal.

This Proposal constitutes a firm offer to Regional San, which cannot be withdrawn for sixty (60) days from and after the date set for receiving GMP Proposals, or until a contract is fully executed by Regional San, whichever is earlier.

It is the intent of Regional San to provide a safe working environment under normal conditions. DUE TO POTENTIALLY HAZARDOUS CONDITIONS, SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, HANDLING OF CERTAIN CHEMICALS, AND POSSIBLE EXPOSURE TO PATHOGENS, SPECIALIZED EQUIPMENT MAY BE NECESSARY AND STRICT CONFORMANCE WITH SAFETY REGULATIONS WILL BE REQUIRED. Attention is further directed to Volume 2, GENERAL CONDITIONS, 1.05- LAWS, REGULATIONS, AND PERMITS.

The undersigned Proposer hereby certifies that it has read Regional San’s Health and Safety Requirements, (see Volume 3, Part VI - SPECIAL CONDITIONS, Section 3 – HEALTH AND SAFETY REQUIREMENTS), and understands the safety considerations applicable to District Project 6010.

The undersigned Proposer hereby certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; has carefully checked all of the words and figures shown on its Proposal; has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and understands and agrees that Regional San will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned Proposer has, by careful examination of the Contract Documents, and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Contract, and all other matters that can in any way affect the work or the cost thereof.

If awarded the Contract, the undersigned agrees to execute and deliver to Regional San within ten (10) days after receipt of District’s Notice of Award, the Contract and the necessary Performance Bond, Payment Bond, and insurance certificates and endorsements.

The undersigned Proposer certifies that it is now licensed in accordance with the provisions of the Contractor’s License Law of the State of California, and the number of said license is \_\_\_\_\_

\_\_\_\_\_, and the classification of said license is \_\_\_\_\_, and the said license expires \_\_\_\_\_.

The undersigned Proposer certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The number of said registration is \_\_\_\_\_, and the said registration expires \_\_\_\_\_.

The undersigned Proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

**ADDENDA NO(S).** \_\_\_\_\_  
(Indicate total number of Addenda issued or “none” if no Addenda issued)

The undersigned Proposer hereby certifies that it has evaluated the required construction completion times as stated in CONTRACT TIMES AND LIQUIDATED DAMAGES, TECHNICAL SPECIFICATION SECTION (01 14 20) and any addenda thereto and the Proposal submitted by Proposer reflects completing the Work within all Contract Milestone Times.

PROPOSER:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Print

\_\_\_\_\_  
Corporate or LLC Number

Title: \_\_\_\_\_

\_\_\_\_\_  
State of Incorporation or LLC Formation

(If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.)

## **E. COST PROPOSAL FORMS**

Proposers are to complete and sign the forms below, including all tables, and submit with Proposal in a separate sealed envelope marked “Cost Proposal”.

**GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE**

**Sacramento Regional County Sanitation District  
Radio System Upgrades (RSU) Project  
Contract 6010**

**A. GUARANTEED MAXIMUM PRICE:**

The undersigned Proposer proposes and agrees to contract with Regional San to perform all of the Work for the above District Project 6010, including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of

\_\_\_\_\_ dollars  
(\$\_\_\_\_\_.00). Subject to the provisions of this Proposal and the Contract, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP. The GMP may be adjusted by Change Order in accordance with the Contract.

**B. ALLOWANCE ITEMS:**

Contractor shall include their proposed cost to perform the work for the new BNR structures in item #1 of the following table.

District allowance for unforeseen conditions is included in item #2 of the following table.

**Allowance items #1 and #2 shall be included in the total GMP amount listed in paragraph A above.**

Item #	Allowance Description	Allowance Amount
1	<b>Install and Commission new BNR Radio System</b> (As described in <i>Contract Documents, Vol. 3 Project Description, Scope of Work, 3.2.5 &amp; 3.2.6</i> )	\$
2	<b>Unforeseen Conditions</b> (due to unknown or changes to existing conditions, or other conditions determined by the District as unreasonable to account for at the time of proposal. This does not include items that can be physically observed during the mandatory pre-proposal walk, or as shown on the reference drawings.)	\$ 100,000
	Total of Allowances	\$

**C. COST OF THE WORK:**

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, system integrator, special services, bonds, liability, workers’ compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the Work, that do not exceed the GMP. The

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following are categories of cost and expense to be paid by Regional San to the Contractor as Cost of the Work:

**1. Hourly Field Labor:** The cost of hourly field craft labor for workers used in actual and direct performance of the work by the Contractor will be the sum of the following:

The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.

All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.

Actual General Liability insurance burden, if applied to Contractor's payroll.

Except as otherwise may be agreed to in writing by Regional San, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be greater than the current applicable wage for each classification as established by the State of California Director of Industrial Relations.

Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in Item 4 below), bonuses of any kind and safety incentives.

Based on the above requirements to calculate the cost of hourly field craft labor, the undersigned Proposer proposes the initial hourly field labor rates set forth in Table A below for all labor employed by Contractor used in the performance all of the Work for District Project 6010.

**NOTE: THE CRAFTS AND CLASSIFICATIONS LISTED BY DISTRICT IN TABLE A BELOW ARE FOR ILLUSTRATION PURPOSES ONLY. THE PROPOSER IS TO LIST THE CRAFTS AND CLASSIFICATIONS, UP TO FOREMAN LEVEL, THEY ANTICIPATE USING IN THE PERFORMANCE OF THE WORK WHEN COMPLETING THIS TABLE. SHOULD THE CONTRACTOR ULTIMATELY USE A CRAFT CLASSIFICATION NOT LISTED IN TABLE BELOW, THE CONTRACTOR WILL SUBMIT BACKUP COST INFORMATION FOR THAT CRAFT CLASSIFICATION TO REGIONAL SAN FOR APPROVAL.**

The Hourly Field Labor Rates listed in Table A will remain unchanged for the duration of the Project unless changed in accordance with an Industry Master Labor Agreement, if the Contractor is signatory to any such Agreements, changes by the Department of Industrial Relations, or changes made company-wide in the Contractor's organization for a craft classification in the Project's geographic area. All changes to these hourly field labor rates must be submitted by the Contractor to Regional San for review and approval prior to billing Regional San for work performed with new hourly labor rates. Increase in labor rates is not an allowable increase in the GMP.

Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category when submitting progress billings to Regional San. Except as otherwise may be agreed to in writing by Regional San, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Director of Industrial Relations.

**2. Management and Administrative Labor:** Wages and Salaries of Contractor’s supervisory and administrative personnel assigned to this Project to directly manage and administer the Work. These positions may include a Project Manager, Project Engineer, Administrative Assistant, and On-site Superintendents. If the Contractor subcontracts the System Integrator, Contractor is entitled to a mark-up for the system integrator as defined by “subcontractor” in Section E. Contractor’s Fee below. These positions will be paid in accordance with the following table for entire duration of the Project and include all labor burden, overhead and profit mark-ups.

The Contractor is allowed to charge up to a maximum of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if an employee works more than fifty (50) hours in a week.

<b>Management and Administrative Position</b>	<b>Hourly Rate</b>
	\$
	\$
	\$
	\$

**3. Materials:** The cost of all materials, including all factory testing, freight and delivery costs of materials, used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless Regional San’s payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to Regional San on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work. Any rebates from future use of re-usable materials, shall be negotiated between the Contractor and District as materials are evaluated for possible Contractor re-use on other projects.

**4. Construction Equipment:** The undersigned Proposer proposes the initial Contractor Owned Equipment Rates set forth in Table B for all Contractor Owned Equipment used in the performance of all of the Work for District Project 6010. The rates found in this table for equipment owned by the Contractor will, in all cases, be understood to cover all fuel, supplies, repairs, maintenance, insurance, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by Regional San. Equipment owned by Contractor will only be paid for the actual time equipment is used in performing work and will be rounded to the closest full hour if paid by an hourly rate. Compensation for idle time of equipment through delays caused by Regional San will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications, provided, however, that the Owned Equipment Rates set forth below will apply. All changes to these equipment rates must be submitted by the Contractor to Regional San for review and approval prior to billing Regional San for work performed with new hourly labor rates. Approved changes to equipment rates is not an allowable increase in the GMP.

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**NOTE: THE CONSTRUCTION EQUIPMENT LISTED BY REGIONAL SAN IN TABLE B BELOW IS FOR ILLUSTRATION PURPOSES ONLY. THE PROPOSER IS TO LIST THE CONTRACTOR OWNED CONSTRUCTION EQUIPMENT THEY ANTICIPATE USING IN THE PERFORMANCE OF THE WORK WHEN COMPLETING THIS TABLE. SHOULD THE CONTRACTOR ULTIMATELY USE EQUIPMENT NOT LISTED IN TABLE BELOW, THE CONTRACTOR WILL SUBMIT BACKUP COST INFORMATION FOR THAT EQUIPMENT ITEM TO REGIONAL SAN FOR APPROVAL.**

Equipment not owned by Contractor which is rented by Contractor and used in performing work will be paid by Regional San based on actual invoiced cost to Contractor, plus actual fuel/lube costs, provided the rental rate is not in excess of rental rates established by distributors or equipment rental companies in the local area. Owner-operated equipment will also be paid by Regional San based on actual invoiced cost to Contractor provided Regional San does not deem any charges excessive. All transportation costs to move equipment on and off the Work will be paid by Regional San up to a maximum of four (4) hours total travel time each way.

Equipment with a value less than \$500.00: The Contractor will be paid an amount of three percent (3%) of total hourly field labor costs as defined in C.1 above to cover the cost of small tools and safety supplies for work directly performed at the Site.

**5. Subcontractors and SubTier Subcontractors:** The Contractor will be paid for all work performed by a subcontractor at the actual invoiced amount. Should a Subcontractor be required to perform extra work caused by a contract change order, the subcontractor will be allowed a mark-up as provided for in the General Conditions.

**6. Special Services:** Special work or services are defined as that work not included in this agreement and characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. These special services may include such services as registered land surveyor, licensed geotechnical engineer, licensed structural engineer, special testing or laboratory work. The Contractor will be paid for special services based on actual invoiced cost, provided Regional San does not determine any special services costs to be excessive.

**7. Bonds and Insurance:** The Contractor will be paid the actual cost for the 100% payment bond and 100% performance bond, as well as the cost of all insurance costs required for the Work (such costs are deemed a Cost of Work and are therefore contained within the GMP).

**8. Direct Job Overhead Expenses:** The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

**9. Taxes:** The Contractor acknowledges it will be liable for all sales, use, gross receipts or other taxes, tariffs or duties related to the Work and that these taxes and tariffs are included in the GMP. All invoices to Regional San will include the applicable taxes and tariffs that are the Contractor's responsibility and will not be shown as a separate line item on the Contractor's invoice.

**D. ITEMS NOT INCLUDED IN THE COST OF WORK:**

1. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in subsection C.2 above.
2. Expenses of Contractor's principal office and offices, other than the Site office.
3. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.
4. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
5. Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
6. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good on any damage to property.
7. Costs that would cause the GMP to be exceeded.
8. Any costs incurred after Owner's Final Acceptance of the Project.

**E. CONTRACTOR'S FEE:** The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance all of the Work for District Project 6010.

**Contractor's Fee Schedule for District Project 6010**

Item C.1	Hourly Field Labor	%
Item C.2	Management and Administrative Labor	Included in hourly rates
Item C.3	Materials	%
Item C.4	Construction Equipment	%
Item C.5	Subcontractors	%
Item C.6	Special Services	%
Item C.7	Bonds	%
Item C.8	Direct Job Overhead Expenses	%
Item C.9	Taxes	%

Based on the above percentages for each cost category, the overall fee percentage included in the Contractor's GMP is \_\_\_\_\_%.

**F. SAVINGS:** In the event the final Cost of the Work, plus the Contractor's mark-up fees for general overhead and profit, be less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows:

\_\_\_\_\_ % of the savings to Regional San, \_\_\_\_\_ % of the savings to the Contractor.

Should there be savings shared, Regional San will pay the Contractor its share of the savings at the same time as the final retention payment.

PROPOSER:

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

**Table A**

**(Contractor Name Here) Hourly Field Labor Rates for District Project 6010**

Craft	Classification	Base Wage	Fringes Plus Vacation	P/R Tax & Insurance	Straight Time Hourly Rate	OVERTIME RATES	
						Daily/Saturday Rate (1-1/2 X)	Sunday/Holiday Rate (2 X)
<b>CARPENTER (Area 3)</b>	Foreman						
	Journeyman - Leadman						
	Journeyman						
<b>MILLWRIGHT (Area 3)</b>	Foreman						
	Journeyman						
<b>CEMENT MASON</b>	Foreman						
	Journeyman						
<b>OPERATOR (Area 1)</b>	Lg Crane-Gp 2A (Over 45 tn to 100 tn)						
	Backhoe/Excavator (Group 3)						
	Crane (Group 3A) (45 Ton & under)						
	Loader (Group 4)						
	Compactor (Group 5)						
	Boomtruck (Group 7)						
<b>LABORER (Area 2)</b>	Specialist-Foreman						
	Specialist-Journeyman						
	Specialist-Journeyman - Operator						
	Concrete/Vibrator (Group 1)						
	Laborer Group 3 (All Cash)						
<b>PLUMBER STEAMFITTER (Sacramento County)</b>	Foreman						
	Journeyman						
<b>(IRONWORKER)</b>	Foreman						
	Journeyman						
<b>ELECTRICIAN (Sacramento County)</b>	Inside Wireman - Foreman						
	Inside Wireman - Journeyman						

**Table B**

**(Contractor Name Here) Owned Equipment Rates for District Project 6010**

EQUIPMENT DESCRIPTION	Hourly Rate	Daily Rate
½ Ton Pick-up		
¾ Ton Pick-up w/Utility Body		
1 Ton Pick-up w/Lift Gate		
1997 Ford F800 Flat Bed Dump		
Ford Expedition		
Ford Explorer		
J.D. 410E Backhoe/Loader		
J.D. 410G Backhoe/Loader		
J.D. 850 XUV Gator		
John Deere 624G Loader		
Gradall 544-D10 Forklift		
Ford Boom Truck		
Concrete Saw		
Air Compressor/Breaker		
Sandblast Equipment Set-up		
Honda Portable Generator		
Hi-Cycle Generator		
20 KW Diesel Generator		

**COST BREAKDOWN  
Radio System Upgrades Project, Contract No. 6010**

Schedule of prices for the RSU Project, in accordance with the Contract Documents.

*\* Provide a separate MATERIALS LIST with cost breakdown information to support total equipment costs for Existing Structures and New BNR Structures. Include manufacturer/model of equipment and unit costs.*

Task #	Project Task Description	Total Cost
<b>PHASE 1 - EXISTING STRUCTURES</b>		
Task 1.1 - Pre-Design Activities		
1.1	Schedule	\$
1.2	Additional Coverage Testing	\$
Task 1.2 - Design Submittals		
2.1	Preliminary Design Submittal	\$
2.2	90% Design Submittal	\$
2.3	100% Design Submittal	\$
Task 1.3 - Pre-Construction Activities		
3.1	Fire Dept. Permit Package	\$
3.2	Work Plan	\$
3.3	Access Request	\$
Task 1.4 - Construction Activities		
4.1	*Equipment	\$
4.2	Install ERRCS (labor)	\$
Task 1.5 - Commissioning & Acceptance Activities		
5.1	Inspection Documentation	\$
5.2	Acceptance Testing	\$
5.3	As-built Drawings	\$
5.4	O&M Manuals and Training	\$
5.5	Warranty	\$
<b>PHASE 2 - NEW BNR STRUCTURES</b>		
Task 2.1 - Pre-Design Activities		
1.1	Schedule	\$
1.2	Additional Coverage Testing	\$
Task 2.2 - Design Submittals		
2.1	Preliminary Design Submittal	\$
2.2	90% Design Submittal	\$
2.3	100% Design Submittal	\$
Task 2.3 - Pre-Construction Activities		
3.1	Fire Dept. Permit Package	\$
3.2	Work Plan	\$
Task 2.4 - Procure BNR Equipment		
4.1	Procure BNR Equipment*	\$
Task 2.5 - Construction Activities (DISTRICT ALLOWANCE #1)		(Contractor to Provide Cost Below)
Task 2.6 - Commissioning & Acceptance Activities (ALLOWANCE #1 CONT.)		(Contractor to Provide Cost Below)
<b>PHASE 3 - FUTURE TTF STRUCTURES</b>		
Task 3.1 - Pre-Design Activities		
1.1	Simulated Coverage Assessment	\$
Task 3.2 - Design Submittals		
2.1	Preliminary Design	\$
2.2	90% Design Submittal	\$
<b>ALLOWANCES</b>		
<b>Allowance #1 - Install and Commission New BNR Structures</b>		
Task 2.5 - Construction Activities		
(A1) 5.1	Install ERRCS (labor)	\$
Task 2.6 - Commissioning & Acceptance Activities		
(A1) 6.1	Inspection Documentation	\$
(A1) 6.2	Acceptance Testing	\$
(A1) 6.3	As-built Drawings	\$
(A1) 6.4	O&M Manuals and Training	\$
(A1) 6.5	Warranty	\$
<b>Allowance #2 - Unforeseen Conditions</b>		
(A2)	District Allowance #2, Unforeseen Conditions	\$ 100,000.00
	<b>TOTAL Guaranteed Maximum Price (GMP) COST (Grand Total: Sum of all Phase 1-3 Task Costs and Allowances #1 &amp; #2 Costs )</b>	<b>\$</b>
		Signature of Proposer
		Title

**END OF PART III**  
**END OF VOLUME 1**