REQUEST FOR QUALIFICATIONS

FOR PROGRESSIVE DESIGN-BUILD SERVICES

FOR THE

PUMP STATION IMPROVEMENTS PROJECT

CIP #9501

July 16, 2018

QUALIFICATIONS DUE – August 24, 2018

AT 2:00 PM

at

Silicon Valley Clean Water

1400 Radio Road

Redwood City, California 94065

(650) 591-7121

Attention: Teresa Herrera, Owner’s Representative
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1. Introduction

1.1 General Introduction

This Request for Qualifications (RFQ) for the Silicon Valley Clean Water (SVCW) Pump Station Improvements Project (PSI Project) invites Statements of Qualifications (SOQ) from qualified Design-Builders experienced in the design and construction of wastewater pumping stations and supporting infrastructure. The PSI Project involves construction or rehabilitation of three wastewater pumping stations: Menlo Park, Redwood City, and Belmont. The Project will also include rehabilitation of an existing force main, new odor control facilities, electrical and structural improvements, and other supporting infrastructure. The general locations of the three pump stations are shown in Figure 1-1.

SVCW will use a progressive design-build (PDB) delivery approach for the PSI Project, which will be designed and constructed in two stages:

- **Stage 1: Preconstruction Services.** The Design-Builder will work collaboratively with SVCW to design the three major elements of the PSI Project to approximately 60 to 70 percent complete and develop a detailed guaranteed maximum price (GMP) or fixed price proposal (at SVCW’s discretion) for completion of the design and construction of each major element.

![Figure 1-1. PSI Project Location Map](image-url)
• **Stage 2: Final Design and Construction.** Design-Builder will complete design of the facilities, construct the facilities, and perform post-construction tasks, including performance testing, startup and commissioning, and operator training and support.

This RFQ is the first step of a two-step procurement process and establishes the process for soliciting and evaluating SOQs from those entities (Respondents) interested in serving as the Design-Builder. Submitted SOQs must conform to the requirements of this RFQ and must be signed by the appropriately authorized official with the authority to commit the Respondent to perform the PSI Project work.

SOQs will be evaluated and scored to identify Respondents to be interviewed by SVCW. The SOQs, interviews, and reference checking results will be used to generate a short list of Respondents following the procedures outlined in Sections 6 and 7 of this RFQ. SVCW expects to short-list no more than three Design-Build teams. In its sole discretion, SVCW reserves the right to further reduce the number of Respondents to continue into the RFP Process. At completion of the SOQ evaluation process, SVCW intends to issue a Request for Proposals (RFP) to the short-listed Respondents to provide detailed technical and pricing proposals.

### 1.2 Background on SVCW’s Conveyance Program

SVCW’s current wastewater conveyance system and treatment plant are shown in Figure 1-1. These facilities service the cities of Belmont, Redwood City and San Carlos as well as the West Bay Sanitary District. The existing wastewater conveyance system for SVCW consists of four pumping stations and a long force main that conveys all the wastewater from the four member agencies. These existing facilities are at the end of their useful life.

SVCW is undertaking a number of significant improvements to its system. Collectively, these improvements have been referred to as the SVCW Conveyance and Treatment Reliability Improvements; these improvements are now being referred to as the Regional Environmental Sewer Conveyance Upgrade (RESCU). After an extensive evaluation, including public input, SVCW arrived at a recommended alternative, for the overall RESCU improvements, as shown in Figure 1-2.

Figure 1-3 provides a simplified hydraulic profile of the selected RESCU alternative. For more detailed background on SVCW’s RESCU Program, refer to documents listed in Attachment A and posted on SVCW’s web site.

### 1.3 Integration with Other SVCW Projects

Two major RESCU projects are currently underway: the Gravity Pipeline Project (GP Project), which will deliver wastewater to the treatment plant via a large diameter gravity sewer (constructed by tunneling methods); and the Front of Plant Project (FoP Project), which adds a new receiving lift station, headworks and odor control facilities at the treatment plant. These projects are also being delivered using progressive design-build delivery. Both projects are currently in Stage 1, preconstruction Stage 2 services for the GP Project and FoP Project are currently expected to be negotiated and finalized by December 2018, and construction is expected to be substantially complete by January 2022.

Construction and commissioning of the PSI Project will require close coordination with the GP Project since the three existing pump stations must remain operational and the new pumps cannot be placed in service until the GP Project is ready to receive wastewater.
Figure 1-2. RESCU Selected Alternative
PSI Conceptual Hydraulic Gradeline

HGL elevations shown are NGVD29+100 ft. Conversion to SVCW Datum is +2.60 ft to be in NAVD 88+100 ft

Figure 1-3. Simplified Hydraulic Profile of RESCU Selected Alternative
1.4 RFQ Organization

This RFQ consists of:

- Section 1: Introduction
- Section 2: SVCW’s Objectives
- Section 3: PSI Project Overview
- Section 4: Progressive Design-Build Services
- Section 5: Risk Allocation and Key Contract Provisions
- Section 6: Procurement Process
- Section 7: SOQ/ Short-listing Process
- Section 8: SOQ Submittal Requirements
- Section 9: Limitations
- Attachment A: List of Project Background Documents
- Attachment B: Design Builder Minimum Qualification Requirements Questionnaire
- Attachment C: Contract-Related Documents
- Attachment D: SOQ Forms
- Attachment E Organizational Conflict of Interest Policy

The contents of the RFQ Sections take priority over any conflicting statements in the RFQ Appendices.

1.5 RFQ Definitions and Acronyms

The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined below.

1.5.1 Definitions

Confidential Meeting – Meeting between a short-listed Respondent and SVCW in a confidential setting to enable the Respondent to present its own specific approaches/creative solutions for the PS Project and receive feedback from SVCW.

Design-Build, Design-Build Entity or DB Entity – The entity that will enter into the PDB Contract with SVCW and that will be the single point of accountability to SVCW for delivering the contract services and the PSI Project.

DB Project Team – Members of the Design-Build team, including Design-Build Entity (party entering into the contract with SVCW), Construction Contractor, Designer-of-Record, Subconsultants, and Subcontractors

Designer-of-Record – Engineer-of-record and DB Project Team member that is responsible for the overall design of the Project.
Key Personnel – The individuals, employed by the Design-Builder or other firm included on the DB Project Team, who would fill certain key roles in the delivery of the Project and related services by the Design-Builder and as defined in Section 8.4.3.

Minimum Qualification Requirements – The requirements set forth in this RFQ that must be satisfied in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

Owner - Silicon Valley Clean Water

Owner’s Advisor – Brown and Caldwell

Phase – refers to phasing of construction activities, where construction of one facility or area may commence prior to another. For the PSI Project, phasing may include phasing of work within each pump station as well as phasing of work between the three pump station locations. Phasing may be proposed by the selected Design-Builder during preconstruction subject to certain conditions which will be included in the Agreement and scope of preconstruction services.

Proposer – Respondent that has been short-listed and subsequently submits a proposal

Respondent – An entity responding to this RFQ by submitting an SOQ.

Stage – refers to stages of the PDB process, where Stage 1 includes preconstruction services, and Stage 2 is final design and construction.

Step – refers to SVCW’s two-step procurement process for the PSI Project, where Step 1 includes the RFQ and short-listing process, and Step 2 includes the RFP and final selection process. See Section 6.2 for further detail.

1.5.2 Acronyms

BIM – Building Information Modeling

CID – Cascade Integration & Development

DB - design-build

DBB - design-bid-build

EIR – Environmental Impact Report

FoP Project – Front of Plant Project

GMP – Guaranteed Maximum Price

GP Project - Gravity Pipeline Project

OA – Owner’s Advisor

OPCC - Opinion of Probable Construction Cost

PDB - progressive design-build

PSI Project – Pump Station Improvements Project

QA- Quality Assurance

QC – Quality Control

RESCU – Regional Environmental Sewer Conveyance Upgrade

RFQ - request for qualifications
RFP - request for proposals
SOQ - statement of qualifications
SVCW - Silicon Valley Clean Water
WWTP - wastewater treatment plant

2. SVCW’s Objectives

SVCW’s over-arching objective is to receive quality SOQs from highly qualified and capable Respondents for the successful design and construction of the PSI Project. SVCW will give heavy consideration to the teams with significant and recent project experience similar to the PSI Project, and to a demonstrated ability to collaborate with SVCW management, engineering, and operations and maintenance as well as with owner’s advisors, design-builders for the GP and FoP Projects, and permitting agencies.

2.1 Program Objectives

The PSI Project is a central component of SVCW’s overall Conveyance System Improvement Program (Program), which consists of major upgrades, replacements, and new facilities needed to achieve a highly reliable system.

SVCW defines “success” as collaboratively implementing an appropriate balance of the following Program Success Factors:

- **Cost:** Provide a complete functional conveyance system that meets the goals of the Program at the lowest practical capital and lifecycle cost.
- **Operations:** Produce projects that are easy, efficient, and effective to operate.
- **Maintenance:** Produce projects that minimize required maintenance.
- **Safety:** Implement projects that are safe to construct, operate, and maintain.
- **Schedule:** Place new wastewater conveyance system projects into operation with best practical safe speed, while maintaining the present level of service with existing facilities.
- **Stakeholder Impacts:** Solicit, evaluate, and respond to stakeholders’ concerns, and implement a Program that best meets the combined needs of stakeholders while reaching the Program's goals.

2.2 PSI Project and PDB Delivery Objectives

SVCW has selected the PDB delivery process for the PSI Project because SVCW believes this delivery method is best suited to achieving its overall objectives for the PSI Project including those listed below:

- **Quality:** SVCW is interested in PSI Projects that will reliably receive, pump, and convey wastewater over a 50-year service life, taking into account equipment renewals and replacements, and that will fully comply with environmental requirements
- **Schedule:** Completion of the PSI Project must be coordinated with completion of the GP Project because the new pumps will not be able to pump flows until the GP Project is ready to receive
them. SVCW believes that PDB delivery will help achieve this relative to conventional design-bid-build (DBB) delivery

- **Collaboration:** The selected Design-Builder for the PSI Project must work in a collaborative manner with SVCW and with the Design-Builder for the GP Project. PDB delivery should promote a cooperative and collaborative relationship between the parties.

- **Risk:** Assign to the party best able to manage the risk.

- **Innovation:** The PDB delivery should allow for innovative design and construction / sequencing options to be considered that may lead to capital or life cycle cost savings, and/or to improved functionality. Within this overall framework, however SVCW has made certain design decisions, identified as mandatory technology in Sections 3.3 through 3.5, that it does not plan to revisit.

- **Design to Budget:** Development of the PSI Project should incorporate ongoing cost modeling so that SVCW can have confidence that the Project will be completed within or below the allotted capital budget.

- **Construction Phasing:** Structure the PDB delivery process to provide the flexibility for phased design and construction. Early on during preconstruction, the Progressive Design-Builder should work with SVCW to explore the costs and benefits of phasing.

- **Safety:** Design-Builder to implement an effective safety program incorporating better than industry standard practices

- **Accountability:** Design-Builder to provide for a single point of accountability for performance of all services under Stage 1 and Stage 2. SVCW to provide a single point of accountability for all direction to the Design-Builder.

- **Operations and Maintenance:** Provide access to equipment for routine and major maintenance. Planning for construction, startup and commissioning should recognize that SVCW staff has ongoing experience with pump station operations and maintenance. Opportunities for early and ongoing staff training should be identified and implemented by the Design-Builder in cooperation with SVCW.

### 3. PSI Project Overview

#### 3.1 Project Overview

The PSI Project will include improvements at the following locations:

- Belmont Pump Station and Force main
- Menlo Park Pump Station
- Redwood City Pump Station

Conceptual planning work to date envisioned these facilities would be constructed through separate DBB contracts. SVCW’s decision to use PDB delivery will allow these facilities to be grouped into a single project, which provides the selected Design-Builder with opportunities to optimize construction sequencing and integration with the GP Project schedule, and to use common equipment and designs between the three pump stations where feasible.

#### 3.2 PSI Project Sites

PSI Project facilities will be sited at various locations as shown in Figure 1-1 and described below:
• **Menlo Park Pump Station Site.** This site is located at 1401 Marsh Road, Menlo Park, CA and is limited to about 0.5 acres.

• **Redwood City Pump Station Site.** This site is located at 1581 Maple Street, Redwood City, CA and is limited to about 0.55 acres.

• **Belmont Pump Station Site.** This site is located at 1385 Shoreway Road, Belmont, CA and is limited to about 0.06 acres.

• **Belmont Force Main Alignment.** The rehabilitated Belmont Force main is located between the Belmont and San Carlos pump stations, primarily along Shoreway Road and in an easement adjacent to the San Carlos Airport.

### 3.3 Menlo Park Pump Station Improvements

The work at the Menlo Park Pump Station will consist of rehabilitation of the existing 22 mgd pump station and modifications to the existing Menlo Park force main (Segment 1).

The existing Menlo Park Pump Station includes a single influent channel that splits into two channels, each containing a Dimminutor just upstream of the two wet wells. One wet well includes 2 centrifugal, line-shaft pumps; the other contains 3 similar pumps. All pumps can discharge to 2 manifolds: one leading to the existing Menlo Park force main; and one to an existing flow equalization facility.

Planning to date envisions the following improvements for the Menlo Park Pump Station. Except for those elements identified as mandatory technology, the selected Design-Builder is expected to work with SVCW to refine or modify these planned improvements in order to best meet PSI Project objectives:

- Modifications to the existing influent channel, including:
  - Replacing existing comminutors with removable trash racks (mandatory technology)
  - Removing hydraulic constrictions upstream of each wet well
- Adding odor control for the wet wells and influent channels
- Maintaining and protecting or replacing corrosion control chemical storage and injection equipment currently being installed by SVCW
- Replacing the 5 existing pumps with new dry-pit, submersible, chopper-style pumps (mandatory technology)
- Replacing the existing discharge manifolds with a new single manifold connecting to the existing Menlo Park force main
- Adding a new flow meter, flow meter vault and sampling ports downstream of the new manifold
- Structural and architectural improvements including seismic upgrades
- Site/civil improvements including installation of a floodwall
- Replacement of all electrical components including the standby generator
- Replacing the current Instrumentation and Controls (I&C) system
- Improvements along the existing approximately 7,000-foot-long Menlo Park force main consisting of air vacuum/relief valves for surge control

Major conceptual improvements to the Menlo Park Pump Station are shown in Figure 3-1.
3.4 Redwood City Pump Station Improvements

The work at the Redwood City Pump Station will consist of designing and constructing a new pump station. Figure 3-2 shows the current concept for these improvements.
Figure 3-2. Conceptual Redwood City PS Improvements

Planning to date envisions the following improvements for the Redwood City Pump Station. Except for those elements identified as mandatory technology, the selected Design-Builder is expected to work with SVCW to refine or modify these planned improvements in order to best meet PSI Project objectives.

- A new 60 mgd pump station with:
  - Screens and 2 self-cleaning trench-style wet wells (screens are a mandatory technology)
  - A total of 8 dry-pit submersible pumps (dry-pit submersible pumps are a mandatory technology), including:
    - 4 low horsepower dry-weather pumps
    - 4 high horsepower pumps used during wet weather or to repump Menlo Park flows when necessary during dry weather (Redwood City starts to pump Menlo Park flows when pressure in the Menlo Park force main, as measured at the Menlo Park Pump Station exceeds 25 psi)
  - Surge tanks
- Repurposing the existing pump station structure to house:
  - New odor control facilities
  - New electrical facilities including standby generator
  - Structural and architectural improvements including seismic upgrades
- Power supply improvements including:
  - Relocating an existing Pacific Gas and Electric (PGE) transformer
  - Undergrounding the existing high voltage power line fronting Maple Street
Coordination with the Redwood City police station that is also fed from the transformer

- Site civil improvements including:
  - Regrading to tie access to Maple Street, which planned to be raised by 7 to 8 feet for flood control purposes
  - Connection to the Redwood City reclaimed water pipeline located in the Caltrans / US 101 right-of-way

3.5 Belmont Pump Station Improvements

The work at the Belmont Pump Station will consist of rehabilitation of the existing 16 mgd pump station and two force mains.

The existing Belmont Pump Station includes a single influent channel equipped with a grinder, and a single wet well containing 3 line-shaft, centrifugal pumps.

Planning to date envisions the following improvements for the Belmont Pump Station and force mains. The selected Design-Builder is expected to work with SVCW to refine or modify these planned improvements in order to best meet PSI Project objectives.

- Replacing the existing grinder
- Replacing the three existing pumps with three new dry-pit submersible pumps
- Adding odor control for the wet well
- Replacing the existing electrical and I&C systems, potentially including a new standby generator
- Structural and architectural improvements including seismic upgrades
- Rehabilitation of the existing 24-inch force main from the Belmont Pump Station to the Belmont Tee
- Rehabilitation of the existing 54-inch force main from the Belmont Tee to the San Carlos Pump Station
- Piping reconfigurations

Figures 3-3 through 3-5 show the current concepts for the Belmont pump station and force main rehabilitation.
Figure 3-3. Conceptual Belmont PS Improvements
Figure 3-4. Conceptual Belmont FM Improvements from Belmont Pump Station to Belmont Tee

Figure 3-5. Conceptual Belmont FM Improvements from Belmont Tee to the San Carlos Site
Work on the Belmont Pump Station cannot start until the existing force mains can be taken out of service for construction, which in turn cannot occur until the GP Project is on-line. Cross-over work will need to be completed during dry-weather or with a temporary bypass.

### 3.6 Availability and Use of Background Information

Certain PSI Project background documents are being made available to Respondents via:  
[www.svcw.org/projects/SitePages/pumpstations.aspx](http://www.svcw.org/projects/SitePages/pumpstations.aspx)

Documents made available are listed in Attachment A (Project Background Documents). SVCW is providing these background documents for information only. SVCW will be providing additional information on required design criteria for the Project as part of the RFP.

The background documents were developed to document conceptual designs when the individual PSI Project components were anticipated to progress as separate design-bid-build projects. It is intended that Respondents review the background documents, but should not consider themselves to be limited by concepts or designs shown in the documents except for those elements indicated as mandatory technology in Sections 3.3 through 3.5. By changing project delivery to PDB and combining the PSI Project components into a single project, SVCW is interested and open to considering alternatives, as part of the RFP / Proposal process and afterward during preconstruction, that would optimize the design and construction of the PSI Project, including integration with construction of the GP Project, in order to reduce project costs or enhance schedule, while meeting the PSI Project objectives.

### 3.7 Project and Conveyance Program Funding

SVCW is committed to funding the entire Conveyance System Improvement Program including the PSI Project, and has the capacity to issue municipal bonds for the PSI Project. SVCW is also exploring other, less expensive funding mechanisms including:

- Clean Water State Revolving Fund (SRF), administered through the State Water Resources Control Board (SWRCB)
- Water Infrastructure Finance and Innovation Act (WIFIA), administered through US EPA

SVCW prefers lower-cost governmental loan programs over bond funds. The SRF and WIFIA funds include typical requirements found in governmental loan programs including but not limited to items such as Prevailing Wages, American Iron and Steel Act, No reimbursement for Lobbying, and additional Environmental Regulations. The selected Design-Builder will be required to comply with the typical governmental loan requirements to the extent they apply to designers and builders.

### 3.8 PSI Project Budget

In keeping with the PSI Project objectives, the selected Design-Builder will be required to conduct ongoing cost modeling and take a “design-to-budget” approach during Stage 1. The maximum amount available for the PSI DB Project including Stage 1 preliminary services, design, construction and contingency is $53 Million. Reducing the cost to provide a complete set of functional PSI Project facilities that meet the goals of the Project at the lowest practical capital and lifecycle cost will be critical to staying within the amount budgeted.
3.9 PSI Project Schedule

As indicated in Section 6.6, it is anticipated that the PDB Contract will be executed in February of 2019. SVCW intends to collaboratively work with the Design-Builder to complete the GP and FoP Projects and the PSI Project so that the existing failing pipeline and pump stations can be taken out of operation as early as reasonably possible. Currently, the design, permitting, construction and performance testing of the PSI Project are expected to be completed by October 2023. An estimated PSI Project schedule is provided in Figure 3-6.

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Figure 3-6. Current Conceptual PSI Project Schedule

4. Progressive Design-Build Services

4.1 General

The Project is to be designed and constructed in two major stages:

- **Stage 1: Preconstruction Services**
- **Stage 2: Final Design and Construction**

Each stage is described below.

4.2 Stage 1

Stage 1 consists of preconstruction services during which the Design-Builder will work collaboratively with SVCW to validate existing design concepts, propose alternatives, gather additional information, develop a Basis of Design Report(s), evaluate construction phasing alternatives and design the PSI Project to approximately 60 to 70 percent complete. Further definition of what will be required for the Stage 1 preconstruction services will be included as part of the RFP. At the end of Stage 1, the Design-Builder will develop a price proposal (GMP or fixed price at the discretion of SVCW for negotiation with SVCW. SVCW’s Design-Build contract will allow the Design-Builder to propose phased design and construction with separate prices for each phase or for each pump station, but only if Design-Builder’s phasing proposal is accepted by SVCW.
An important part of the Stage 1 services will be related to establishing overall system hydraulics and operational constraints. During Stage 1 and Stage 2, the Design-Builder will be required to use Building Information Modeling (BIM) systems for design and construction as an integral part of the design process to allow for alternatives development, design reviews, O&M reviews, coordination with the GP Project, construction scheduling/sequencing reviews, cost estimating, and post-construction data migration into SVCW’s asset management system. Further detail regarding BIM expectations will be defined in the RFP.

SVCW highly values the integration and collaboration with Operations and Maintenance (O&M) groups during the design process. SVCW will require the selected Design-Builder to engage O&M staff throughout the design process and include virtual “walk-throughs” of the BIM models to familiarize O&M staff and solicit feedback.

4.3 Stage 2
Stage 2 consists of final design and construction, startup and commissioning, operator training, and Acceptance Testing. Stage 2 will be initiated upon successful completion of Stage 1 (or upon successful completion of Stage 1 for a given phase) and agreement on the Stage 2 price proposal, which will require an amendment to the PDB Agreement. During Stage 2, the design will be completed and construction will commence. Startup and commissioning, and Acceptance Testing will follow construction completion (or completion of an agreed to phase of construction). Acceptance Testing will be conducted after the GP Project can accept wastewater flows. Following Acceptance, the Design-Builder may be asked to provide maintenance and operational support to SVCW for a minimum of 3 months. Therefore, Respondents must show the experience and capability to provide such support in their SOQs.

4.4 Design-Builder Roles and Responsibilities

4.4.1 Overall Responsibilities
The Design-Builder will collaborate with SVCW and will provide, in a timely manner, all work necessary to complete the Project scope. Design-Builder responsibilities will generally include:

- Prepare design and construction documents, consistent with SVCW’s Design Standards.
- Conduct hydraulic modeling integrated with the hydraulic modeling for the GP Project.
- Augment geotechnical data provided by the Owner and develop a Geotechnical Report for the PSI Project.
- Supervise subconsultants, subcontractors, suppliers and Design-Builder personnel.
- Obtain all required governmental approvals and permits, unless specifically identified as an owner responsibility and excluded from the Design-Builder scope of work.
- Implement practices and activities to address environmental and permitting requirements including mitigation monitoring and reporting.
- Maintain security of the construction site.
- Coordinate with utility providers and Owner for supply of power, telecommunications, and construction water to the site.
- Provide and implement a Safety Plan, a Stormwater Pollution Prevention Plan, and other plans and pollution control measures required by Federal, state and local regulations or by the Progressive Design-Build Agreement.
- Construct the PSI Project.
- Perform system integration, programming and SCADA development using SVCW’s designated subcontractor.
- Conduct startup and commissioning, operational training, and required Acceptance Testing to demonstrate the PSI Project meets all required functionality.
- Implement and maintain all quality management and control requirements and activities including special inspections.

4.4.2 Use of Designated Subcontractors

SVCW has a strong interest in assuring that SCADA integration for the PSI Project is consistent and compatible with its system as a whole. Cascade Integration & Development, Inc. (CID) is SVCW’s SCADA consultant and has extensive knowledge, experience and responsibility over the entire SCADA system. Therefore, each Respondent/Proposer is required to include CID on its team, and if selected as the Design-Builder, to engage CID for all system integration services and development of operational screens for SCADA system. Communication between Respondents and CID shall be directed to Matthew Callahan at callahan@cascadeid.net, (541) 678-5070 Ext. 151.

4.5 SVCW Roles and Responsibilities

SVCW will collaborate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder’s timely and efficient performance of services. SVCW’s general responsibilities include:

- Accepted Environmental Impact Report (completed)
- Review design submittals and provide comments to Design-Builder
- Furnish existing studies and provide data and information regarding the Project, including record drawings, existing geotechnical and groundwater information, and preliminary studies
- Provide working control points for each PSI Project site
- Provide adequate funding equal to the mutually-agreed upon contract price
- Provide access to the PSI Project sites and any necessary easements
- Obtain the governmental approvals and permits that SVCW is responsible for, and assist Design-Builder in obtaining governmental approvals and permits that it is responsible for
- Provide available hydraulic and water quality data
- Establish contract performance standards
- Provide assistance in identifying water sources for Project start-up and performance testing
- Provide operations and maintenance input on design concepts, and provide operational data and other collaboration as required to support the PDB approach
- Provide contract oversight, including QA activities
- Serve as liaison to the public
- Provide mitigation monitoring oversight
• Monitor and notify the PSI Project Design-Builder of GP Project issues and status to the extent they impact the PSI Project


5.1 Risk Allocation and Risk Allocation Matrix
SVCW has adopted an overall risk management philosophy of reducing or mitigating risks to the extent feasible, and then assigning risks to the party best able to manage them. A preliminary risk allocation matrix is included in Attachment C for review and comment by prospective Respondents.

5.2 Draft Term Sheet
A draft term sheet is also included in Attachment C for review and comment by prospective Respondents.

5.3 Respondent Comments on Risk Allocation Matrix and /or Draft Term Sheet
Respondents may provide comments on the draft term sheet and proposed risk allocation in Appendix E of their SOQ. Comments will be considered by SVCW before issuance of the RFP, and SVCW may or may not choose to modify the risk allocation / contract terms to be included in the draft contract included with the RFP. SVCW expressly reserves the right to change any provisions of the term sheet and/or risk allocation matrix prior to or following the issuance of the RFP.

6. Procurement Process

6.1 Agency Contact and Communications Protocols
Teresa Herrera shall be the Owner Representative (contact) for the purposes of this RFQ and shall facilitate the RFQ process. All communications shall be submitted in writing by email, and shall specifically reference this RFQ. All questions or comments should be directed to the Owner Representative as follows:

Teresa Herrera  
Owner’s Representative  
Silicon Valley Clean Water  
1400 Radio Road  
Redwood City, CA 94065  
Email Address: Pump.Stations@svcw.org

Oral communication with the Owner Representative or other individuals shall not be binding. Contact with any Public Official, SVCW Commission member, Owner’s Advisor (OA), or Owner’s staff outside of the Owner Representative shall not be permitted. Failure to comply may result in disqualification of the Respondent.
6.2 Overview of Two-Step Procurement Process

SVCW’s two-step procurement process for the PSI Project will include the following:

- **Step 1: RFQ and Short-Listing.** The first step involves issuing this RFQ, conducting a pre-submittal meeting, receiving SOQs from Respondents, evaluating and scoring SOQs, conducting interviews with selected Respondents, scoring interviews, scoring references and short-listing Respondents.

- **Step 2: RFP and Selection.** The second step involves issuing an RFP to the short-listed Respondents, holding a pre-proposal meeting, holding Confidential Meetings, receiving proposals, evaluating proposals, reference checking, potentially conducting site visits to reference facilities, conducting interviews with Proposers, selecting the winning Proposer, and negotiating a Design-Build Agreement. Scores from SOQ evaluations will not carry forward; however, qualifications and experience will be reconsidered as part of the final selection.

Final selection criteria will include qualifications, experience and method of approach in addition to other price and non-price related criteria. Qualifications and experience during the RFP step will rely on information submitted in SOQs, and any supplement materials provided with the Respondent’s proposal; Respondents will only be asked to submit SOQ-related information for new team members. Respondents will be allowed to add firms and individuals that enhance their teams or that address additional expertise requirements added by SVCW at the RFP stage. If Respondents want to change out a Key Team Member (firm or individual) listed in the SOQ, it will require submittal of additional qualifications and experience information and approval by SVCW.

6.3 Interviews and Confidential Meetings

Interviews will be used for both the SOQ evaluation (Step 1) and the proposal evaluation (Step 2) to gain better understanding of submitted material and project teams.

The purpose of Confidential Meetings is to give each short-listed Respondent an opportunity to meet with the Owner, in a confidential setting, to enable the Respondent to present its specific project approaches/creative solutions and receive feedback from the Owner. Confidential Meetings take place during the proposal period (Step 2).

6.4 Eligibility / Disallowed Firms

The following firms will be excluded from proposing on any role on the PDB PSI Project:

- Bartle Wells Associates
- Beecher Engineering
- Brown and Caldwell
- Collaborative Strategies Consulting, Inc.
- David J. Powers and Associates, Inc.
- DCM Consulting Inc.
- DNS Strategic Partners, LLC
- Freyer & Laureta, Inc.
- Hanson Bridgett, LLP
- Integra Construction Services Inc.
- JCK Underground, Inc.
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- JHS Consulting
- Kennedy/Jenks Consultants
- Professional Land Services Inc.
- RGM and Associates
- Tanner Pacific, Inc.
- Technical Edge - Kip Edgley
- Trinity Consulting, Inc.
- Water Environment Technical Consulting (WET Consulting) - Chuck Fenton
- West Yost Associates
- WRA, Environmental Consultants

6.5 Stipends

SVCW intends to award a stipend of $50,000 to each short-listed Respondent that submits a complete and responsive proposal that meets the requirements of the RFP, but is not selected as the Design-Builder. Payment of the stipend will entitle SVCW to use of ideas set forth in a recipient’s proposal. The winning Proposer will not receive a stipend.

6.6 Procurement Process Schedule

It is the intent of SVCW to follow the procurement schedule provided below. SVCW reserves the right to adjust this schedule however they deem necessary.

<table>
<thead>
<tr>
<th>Table 1. Initial Procurement Schedule</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Estimated Dates</td>
</tr>
<tr>
<td>RFQ Issued</td>
<td>July 16, 2018</td>
</tr>
<tr>
<td>Pre-SOQ Submittal Meeting and Site Tour (Mandatory)</td>
<td>August 1, 2018</td>
</tr>
<tr>
<td>Deadline for Questions on the RFQ</td>
<td>August 10, 2018</td>
</tr>
<tr>
<td>SOQ Submittal Date</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>Notice of Interviewees</td>
<td>Week of September 10, 2018</td>
</tr>
<tr>
<td>Interviews</td>
<td>Week of September 24, 2018</td>
</tr>
<tr>
<td>Short-list announcement</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>RFP Issued (including draft PDB Agreement)</td>
<td>Week of October 1, 2018</td>
</tr>
<tr>
<td>Deadline for Comments on PDB Draft Agreement</td>
<td>Week of October 22, 2018</td>
</tr>
<tr>
<td>Confidential Meetings</td>
<td>Week of November 5, 2018</td>
</tr>
<tr>
<td>Deadline for Questions on RFP</td>
<td>Week of November 12, 2018</td>
</tr>
<tr>
<td>Proposal Submittal Date</td>
<td>December 10, 2018</td>
</tr>
<tr>
<td>Reference Facility Visits by SVCW (optional)</td>
<td>October through December, 2018</td>
</tr>
<tr>
<td>Interviews</td>
<td>Week of January 7, 2019</td>
</tr>
<tr>
<td>Selection Announcement</td>
<td>January 11, 2019</td>
</tr>
<tr>
<td>Commission Approval to Award Contract</td>
<td>February 14, 2019</td>
</tr>
<tr>
<td>Preconstruction Notice to Proceed</td>
<td>February 15, 2019</td>
</tr>
</tbody>
</table>

SVCW Pump Station Improvements RFQ_07-16-2018
7. **SOQ / Short-listing Process**

7.1 **General**

The SOQ / short-listing process begins with issuance of this RFQ. SVCW will then hold a pre-submittal meeting and site tour to provide further information to prospective Respondents. After receipt of SOQs, SVCW will evaluate and score the submitted SOQs against the SOQ evaluation criteria and will identify Respondents that will continue to the interview based on those scores.

The Interview will also be scored using the same criteria used for the evaluation of SOQs. After the interview and completion of reference checking, SVCW will develop a total final score for each interviewed Respondent, and will prepare a short-list of interviewed Respondents that will be sent an RFP.

The scoring for the written SOQ, references, and interviews will be as follows:

- **SOQ** – 100 total possible points
- **References** – 50 total possible points
- **Interview** – 100 total possible points

Additional detail on the SOQ/Short-listing process is provided in the following sub-sections.

7.2 **Pre-SOQ Submittal Meeting and Site Tour**

SVCW will conduct a mandatory pre-submittal meeting and site tour on August 1, 2018 at 10:00 AM at the following location:

- Pelican Conference Room, Admin Building, 3rd floor
- Silicon Valley Clean Water
- 1400 Radio Road
- Redwood City, CA 94065

The purpose of the meeting is to provide general project and site information to prospective PDB teams, and to clarify any questions regarding the RFQ. Attendance is mandatory for a minimum of one individual from a Respondent’s team. However, Respondents are asked to limit the attendance to no more than five individuals.

7.3 **Inquiries / Addenda**

All questions regarding this RFQ or request for information should be addressed to the Owner Representative using the communication protocol listed in Section 6.1. Questions received by the Owner Representative will be responded to in written form and be published for interested Respondents to review.

If any revisions to the RFQ or procurement process become necessary or desirable (at SVCW’s sole discretion), SVCW may issue written addenda. Revisions to the RFQ will be provided through eBidboard to all firms that download the RFQ through eBidboard.

It is the Respondent’s responsibility to obtain all addenda prior to submitting its SOQ and all addenda will need to be acknowledged in the SOQ submittal.
7.4 Evaluation Committee

SVCW will establish an evaluation committee to review and score SOQs and proposals, conduct interviews, and ultimately recommend a short-list of Proposers authorized to proceed to Step 2 (RFP). The evaluation committee will include representatives from engineering, operations and/or finance. SVCW reserves the right to modify evaluation committee membership at any time, including between short-listing and proposal evaluation.

7.5 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as non-responsive. At its sole discretion, however, the evaluation committee may waive any minor irregularity in the SOQ and may request clarification or additional information to remedy a failure. At its sole discretion, the evaluation committee may also reject all SOQs/proposals.

7.6 Minimum Qualifications

Respondents will be required to demonstrate that they meet certain minimum qualifications by completing the questionnaire included in Attachment B, and by providing a transmittal letter as set forth in Section 8.4.1.

7.7 Scored SOQ Evaluation Criteria (100 maximum points total)

The evaluation committee will evaluate, score and rank the responsive SOQs that satisfy the Minimum Qualification Requirements using the evaluation criteria set forth below. Based on this scoring and ranking, SVCW will identify Respondents who will be asked to proceed to the interview. The same criteria will be used for the SOQ and interview. Scored criteria include:

- Team Structure and Leadership, Experience Working Together, and Design-build Experience (20 points)
- Collaboration with Owners and Owners Operations and Maintenance (O&M) staff (20 points)
- Relevant Design Qualifications and Experience (25 points)
- Relevant Construction and Post-Construction Experience (25 points)
- Safety Experience on Similar Projects (10 points)

7.7.1 Team Structure and Leadership, Experience Working Together, and Design-Build Experience (20 points)

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

- **Team Leadership.** Experience and qualifications of the proposed Design-Build Manager, especially as it relates to DB Project Team leadership on similarly complex and challenging projects and to communication and collaboration with owners’ teams including O&M. Recent team leadership experience involving Progressive Design-Build delivery and on projects of similar size and complexity to the PSI Project will be preferred.

- **Interfacing with Other Projects** Experience and qualifications of proposed Design-Build firm and proposed Design-Build Manager, and other team members (firms and individuals) working on projects requiring close coordination with development of other, interfacing projects during planning, design, construction, and operations planning.
• **Team Organization and Alignment of Responsibilities.** How Respondent’s team (firm-level and individual-level) is organized and how well the responsibilities for work align with the experience and qualifications of the identified firms and Key Personnel. The general approach that Respondent will take to sub-contracting and self-performing work.

• **Team Continuity.** Team continuity (firms and Key Personnel) between Stages 1 and 2, with continuity of the proposed Design-Build Manager and other Key Personnel preferred.

• **Experience Working Together.** Experience of firms and Key Personnel working together. Recent experience working together on projects of similar size and complexity to the PSI Project will be preferred.

• **Design-Build Experience.** Design-Build experience of team members and Key Personnel. Experience using Progressive Design-Build will be preferred.

• **Design Office Location and Coordination of Design Team.** SVCW will consider the location and coordination of design firms and design-related key personnel. Teams demonstrating a well-thought out approach to design coordination will be preferred. Co-locating key members of the design team at SVCW will be required for the PSI Project.

7.7.2 **Collaboration with Owners and Owners’ Operations and Maintenance (O&M) staff (20 points)**

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

• **Collaboration with Owners.** Experience working in a collaborative manner with Owner’s Engineers, and O&M staff.

• **Collaborative Decision Making.** Demonstrated successful experience with effective, collaborative decision making with owners and with owners’ other consultants and contractors on inter-facing projects will be preferred.

• **Coordination of Design Development and Operations Planning.** Experience coordinating design development and operations planning with owner O&M staff, including experience working with O&M staff during the design development for major pump station facilities and systems and including using 3D model visualizations to help solicit O&M staff design input, will be preferred. SVCW will also consider experience obtaining O&M staff design input on the operations and maintenance of these systems.

• **O&M Staff Training.** Experience providing staff training on the operations and maintenance of facilities and systems that are new to O&M staff. Training programs that involved early and ongoing O&M staff in training will be preferred.

7.7.3 **Relevant Design Qualifications and Experience (25 points)**

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

• **Design Experience of Firms.** Experience and qualifications of firms designing projects of similar size and complexity to the PSI Project, including experience designing new and rehabilitated pump stations and force mains, similar soil / geotechnical conditions, odor control facilities, and seismic upgrades. Experience that is most relevant to the PSI Project will be preferred.
• **Design Experience of Key Personnel.** Experience and qualifications of the Design Manager, Engineer(s) of Record, and other design-related Key Personnel in designing projects of similar size and complexity to the PSI Project, including experience designing new and rehabilitated pump stations and force mains, odor control facilities, and seismic upgrades. Experience that is most relevant to the PSI Project will be preferred.

• **Geotechnical Design Experience.** Experience designing facilities with geotechnical conditions similar to those expected for the PSI Project. Experience, with geotechnical engineering expertise including familiarity designing for Bay mud or similar type soils preferred.

• **Power Supply, Distribution, and Electrical Design Experience.** Experience planning and designing pump station power supply, distribution and electrical design; design and selection of electrical equipment for highly corrosive conditions due to air quality, wastewater and marine environment.

• **Hydraulic Analysis and Pump Selection Experience.** Experience and qualifications with hydraulic analysis and pump selection, including CFD and physical modeling

• **Development of Control Strategies and Narratives.** Experience with control strategies and operational narratives associated with wastewater pump stations at remote locations

• **Coordination of Designs with Inter-facing Projects.** Experience coordinating design efforts with the design of other, inter-facing projects that are also under development.

• **Design Experience on Design-Build Projects.** Experience designing facilities under Design-Build contract arrangements, with progressive design-build experience preferred.

• **Design Using BIM.** Experience designing in a BIM environment

• **Permitting and Environmental Compliance Experience.** Relevant permitting and environmental compliance experience. Air permitting will be required for the PSI Project; SVCW will be the lead on obtaining that air permits.

7.7.4 *Relevant Construction and Post Construction Experience (25 points)*

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

• **Construction Experience on Similar Projects.** Construction experience on other similarly sized pump stations and force mains, including major equipment procurement and installation, and experience managing construction on extremely constrained sites.

• **Installation of Electrical Systems in Highly Corrosive Environments.** Installation of electrical equipment in highly corrosive conditions due to air quality, wastewater and marine environment.

• **Coordination of Construction with Other Inter-facing Projects.** Construction experience involving coordination with other inter-facing projects that are also under construction, with Projects involving coordinated milestones preferred.

• **Integration of Designers into Construction.** Experience and systems used to ensure ongoing coordination with designers and appropriate designer reviews and approvals of construction changes affecting the design.

• **Bypass Planning and Installation.** Development and implementation of bypass plans.

• **BIM During Construction.** Use of BIM during construction.
• **Environmental Monitoring.** Experience with environmental monitoring during construction.

• **Startup, Testing and Commissioning.** Experience with startup, testing, and commissioning of similar pump stations.

• **Acceptance Testing.** Experience conducting Acceptance Testing, including use of temporary bypass piping, to demonstrate achievement of required Performance Criteria.

### 7.7.5 Safety Experience on Similar Projects (10 points)

The Respondent’s SOQ shall provide a summary of its safety program and Respondent’s safety record, including supporting evidence documenting to following:

• The most recent three (3) years of Workers’ Compensation EMR and/or Experience Modification Factor (EMF) and/or Severity/DART rates.

• The total recordable injuries and illnesses incidence rate for the past three (3) years.

• The days away from work injury incidence rate for the past three (3) years.

• Completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses, and OSHA citations for the past three (3) years.

• Information concerning worker’s compensation experience history for the past three (3) years and current worker safety program.

• Safety record on similar projects

• Overview of safety program

• Respondent shall provide supporting evidence documentation as an Appendix F (Safety Record Documentation) of its SOQ.

### 7.8 Reference Checking (50 points)

As part of the short-listing process, SVCW will conduct initial reference checking (by phone and / or email) for the proposed Design-Builder, and other key firms as well as Key Personnel. Reference checking will be used to verify information included in SOQs. Non-responsive listed references, references that fail to support applicable SOQ information, or poor references will result in reduced scores. SVCW reserves the right to check references not included in a Respondent’s SOQ.

### 7.9 Interviews prior to Short-listing (100 points)

During the RFQ / SOQ / short-listing process (Step 1), interviews will be conducted with the highest ranked Respondents selected after SOQ evaluation and scoring. SVCW expects to conduct Interviews during the timeframe indicated in Table 1.

Interviews will be evaluated and scored based on the same evaluation criteria used to evaluate SOQs. SVCW expects that interviews will include:

• Introduction of Key Personnel

• Brief presentation of Respondents’ SOQ

• Responses to questions regarding the SOQ

• Responses to additional questions arising from information and responses provided in the interview and reference checking process.
Team exercise requested during the interview where Respondent will be asked to prepare for and respond to one or more hypothetical situations relevant to the PSI Project and to SOQ responses.

SVCW does not anticipate sending out questions in advance of the interview.

7.10 Notification of Short-listing

Upon completion of the SOQ interviews and SOQ scoring, SVCW will notify Respondents in writing of those short-listed and eligible to receive the RFP.

7.11 Proposal Process

Short-listed Respondents will continue to Step 2 (RFP and Proposal), during which period Confidential Meetings will be held with each Respondent, proposals will be submitted, and a second interview will take place (Proposal Interview). Respondents will be asked to furnish a firm-fixed price for Stage 1 service, mark-up percentages (home office and profit) and an indicative price for Stage 2 services with their proposal. SVCW intends to score proposals on a “best value” basis pursuant to Public Contract Code section 22161, utilizing objective criteria. While the specific evaluation criteria will be identified in the RFP, SVCW currently anticipates that the following criteria will be considered:

- Pricing (see explanation below)
- Approach to optimizing life-cycle costs
- Technical approach to project design and construction
- Management approach to the project
- Key personnel
- Safety

With respect to pricing, SVCW intends to request the following:

- Respondent’s proposed fixed price for the cost of Stage 1 preconstruction services. This pricing information will be evaluated as part of the proposal evaluation process. The fixed price, will be subject to negotiations and memorialized in the DB Agreement.
- Respondent’s proposed home office and profit markups (percentages) for Stage 2 services. This pricing information will also be evaluated as part of the proposal evaluation process, and markups will be memorialized in the DB Agreement.
- An indicative cost estimate for the PSI Project as defined in more detail in the RFP. The indicative estimate will be provided by Respondents in accordance with instructions included with the RFP and shall use the same markups as provided above. The indicative cost estimate will be submitted in a separate envelope to be opened after all other scoring for the proposal is completed and will be evaluated subjectively based on project understanding demonstrated, clarity of cost estimate format, reasonableness of cost estimate, consistency with balance of proposal/meetings/interviews.

The above criteria are subject to change at the sole discretion of SVCW and will be finalized in the RFP. The proposal, reference checks, and proposal interviews will be scored to arrive at a selected Design-Builder.
8. SOQ Submittal Requirements

SOQs shall be concise, well organized and demonstrate the Respondent’s applicable experience and approach to the PSI Project. The SOQ must address the information identified in the following sections.

8.1 Submittal Deadline and Location

Submittals must be received no later than 2:00 PM (local time) on August 24, 2018 at the offices of:

Silicon Valley Clean Water
1400 Radio Road
Redwood City, CA 94065
(650) 591-7121

8.2 Page Limitations, Required Copies and Labeling

One executed paper original, three paper copies and one (1) electronic format (pdf) on USB flash drive of the document shall be submitted.

SOQs shall be limited to no more than fifty (50) pages (single-sided, excluding transmittal letter, appendices, and financial statements). Font size shall be 11-point or greater (except for tables, which must be 9 points or greater). One 11” x 17” sheet (single-sided) will count as two pages. The cover letter and resumes shall be limited to two (2) 8.5” x 11” pages each and that the use of standardized marketing literature be limited. Excessive marketing literature may not be reviewed. A Table of Contents shall be provided and include major headings of the SOQ and their associated page numbers. Provide a list of appropriate tables, graphics, figures, photos, appendices, etc.

Documents are to be submitted in sealed packages (one for the SOQ and one for Financial Qualifications information) with the following information clearly marked on the outside of each package:

- Name of Respondent
- Project Title

Failure to comply with the requirements of this RFQ may result in disqualification. SOQs received after the time and date specified above will not be considered.

SVCW will not be reimbursing Respondents for any efforts and expenditures in producing and submitting SOQs for the Project.

8.3 Withdrawals / Resubmittal of Proposals

A Respondent may withdraw its SOQ only by a written and signed request that is received by SVCW prior to the deadline for submission. Following withdrawal of its SOQ, the Respondent may submit a new SOQ, provided that it is received prior to the deadline for submission.

8.4 Required SOQ Organization and Contents

The SOQ shall contain the information described in this section, in the order shown unless otherwise indicated.
Where requested information is to come from the Design-Build Entity and the Design-Build Entity is a joint venture, LLC or partnership, such information shall be provided by all parties to the joint venture, LLC or partnership.

8.4.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent’s letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material, must expressly certify under penalty of perjury that all information provided in the SOQ is true and correct to the best of the representative’s knowledge and commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and email address for the Respondent’s Contact, and must specify who would be the Design-Build’s signatory to any contract documents executed with SVCW. The transmittal letter may include other information deemed relevant by the Respondent. Note that submittal of a Transmittal Letter is required to meet Minimum Qualifications Criteria (see Attachment B).

8.4.2 Ability to Meet Minimum Qualifying (Pass/Fail) Criteria

Respondents shall demonstrate their ability to meet Minimum Qualifying Criteria by submitting the completed questionnaire (included in Attachment B to this RFQ) as Appendix B of their SOQ. In addition, Respondents shall provide the following information related to Minimum Qualifications:

- **Proof of Licensure and Registration.** Provide proof of required Design-Build Entity’s and construction contractor’s Class A Contractor’s License issued by the State of California, Provide proof of required Professional Engineering Registration(s) in California for the Designer(s) of Record. Current copies of applicable licenses and engineering registrations shall be provided.

- **Experience Modification Rate.** Respondents must provide documentation verifying that the Design-Build Entity and construction contractor have experience modification rates for the most recent three-year period with an average of 1.00 or less, and have average total recordable injury or illness rate and average lost work rate for the most recent three-year period that do not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

- **Proof of Ability to Obtain Insurance.** SVCW is considering obtaining an OCIP policy for this Project. Regardless of SVCW’s ultimate decision, Respondents shall submit a letter or letters from insurance providers demonstrating Respondent’s ability to obtain the types and limits of coverage required in Appendix C.1 (Terms and Conditions). The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A:VIII or better and are duly licensed or authorized in the State of California. Respondents shall be able to comply with the requirements of Government code 4420: (1) Prospective bidders, including contractors and subcontractors, meet minimum occupational safety and health qualifications established to bid on the project. The evaluation of prospective bidders shall be based on consideration of the following factors: (A) Serious and willful violations of Part 1 (commending with Section 6300) of Division 5 of the Labor Code, by a contractor or subcontractor during the past five-year period; (B) The contractor’s or subcontractor’s workers compensation experience modification factor; (C) A contractor’s or subcontractor’s injury prevention program instituted pursuant to Section 3201.5 or 6401.7 of the Labor Code.
• **Ability to Obtain Payment and Performance Bonds.** Respondents shall provide a notarized letter from its sureties stating Respondent’s total and per project bonding capacity, as well as its available bonding capacity of at least $70 Million for the PSI Project. Sureties shall be authorized by law to do business in the State of California and must have an A.M. Best Rating of A:VIII or better. The surety must also be listed in the U.S. Department of Treasury’s Circular 570. If the proposed Design-Build Entity is a joint venture, LLC, or partnership, Respondent shall identify which partner or member will be providing payment and performance bonds for the PSI Project.

• **Audited Financial Statements.** Provide audited financial statements for the proposed Design-Build Entity for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year.

Except for audited financial statements, all information related to Respondent’s ability to meet minimum qualifications including completed questionnaire and requested letters and documents shall be included in Appendix B of Respondent’s SOQ. Audited Financial Statements shall be provided in a separate, sealed envelope.

### 8.4.3 Team Structure and Leadership, Experience Working Together, and Design-Build Experience

Section 1 of the SOQ shall include a detailed and complete description of the company proposed as the Design-Build Entity. (The term “company” can refer to either a single entity, partnership or a joint venture.) The Design-Builder information must include the following information:

• **General.** Provide general information about the proposed Design-Build Entity, such as lines of business and service offerings, locations of home and other offices, number of employees in California (professional and non-professional), years in business, and evidence of required licenses.

• **Legal Structure.** Identify how the proposed Design-Build Entity is organized; examples include as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.

  o As applicable, identify the owners of the Design-Build Entity (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more.

  o Specifically address if there has been any change in ownership of the Design-Build entity at any time during the past three years (not required for corporations with publicly traded shares). If the proposed Design-Build Entity is a joint venture, LLC, or partnership, change in ownership information must be provided for each partner or member.

  o If the Design-Build Entity is a subsidiary, parent, holding company, or affiliate of another firm, include information about the other firm(s) if one firm owns 10 percent or more than the other or if an owner, partner, or officer of the Design-Build entity holds a similar position in another firm.

  o Identify if any owner, partner, or officer of the Design-Build Entity operated as a contractor under any other name or license number (not listed above) in the last five years, and provide the applicable name and license number.
o State whether or not any California State License held by the Design-Build Entity (or its Responsible Managing Employee or Responsible Managing Officer) has been suspended or revoked in the past five years. If the proposed Design-Build Entity is a joint venture, LLC, or partnership, this information must be provided for each partner or member.

o State whether or not Design-Build Entity has changed names or license numbers in the last five years.

o Submit a copy of the organization documents or agreement committing the Design-Build Entity to form the organization.

• **Office Location and Coordination.** Identify where the proposed Design-Build Entity intends to maintain its project office(s) and where the majority of the design work will be performed. Discuss how design work will be coordinated and which personnel, if any, will be located at SVCW offices during Stage 1.

• **Design-Builder’s Approach to Self-performance and Subcontracting.** Describe why Respondent has elected to include the identified team member firms in its SOQ. Generally, discuss how remaining work will be performed (identify various types of work as either self-performed or by subcontract) and generally how remaining subcontracted work will be procured.

• **Design-Build Experience.** Describe experience of team members (firms, Design-Build Manager, and other Key Individuals) working on design-build projects, including progressive design-build projects and design-build projects during which team members previously worked together.

Section 1 of the SOQ shall also provide information related to the composition, organization, and management of the DB Project Team as follows:

• Provide firm-level organization charts for Stage 1 and Stage 2 showing the reporting relationships and responsibilities of the Design-Build Entity and any other firms. Firm-level organization charts should show all firms on Respondent’s team that Respondent believes it is important for SVCW to consider in its short-listing decision, but at a minimum, must identify the following firms:

  o Design-Build Entity
  o Firm(s) that will serve as Engineer(s) of Record
  o Mechanical design firm
  o Geotechnical firm
  o Firm responsible for permitting and environmental compliance
  o Firm that will serve as construction lead
  o CID (SVCW designated subcontractor for I&C and SCADA integration)
  o Firm that will serve as the electrical contractor

• Provide individual-level organizational charts for Stage 1 and Stage 2 showing the reporting relationships and responsibilities of the Key Personnel listed below. Individual-level organization charts should show all individuals on Respondent’s team that Respondent believes it
is important for SVCW to consider in its short-listing decision, but at a minimum, must identify the following Key Personnel. Indicate availability for these Key Personnel in Stage 1 and Stage 2:

- Design-Build Manager
- Backup Design-Build Manager
- Lead Design Manager
- Mechanical Design Lead
- Project Coordinator with Owner O&M staff
- Construction Superintendent
- Backup Construction Superintendent
- Permitting Lead
- Hydraulic Modeling Lead
- Construction Manager
- I&C Integration Lead (from CID)
- QA/QC Manager
- Startup, Testing, Commissioning, and Acceptance Testing Lead
- Operator and Maintenance Training Lead

- Identify any other firms (subcontractors and subconsultants) included on the Project Team in addition to the Design-Build Entity and describe the scope of the Design-Build entity and each firm’s services and responsibilities during Stage 1 and Stage 2 of the Project. The firm(s) serving as the Designer of Record and the Construction Contractor must be clearly identified.

- Provide brief biographical summaries (one-half page each) of Key Personnel, other summaries and matrices addressing the considerations identified in the discussion of the evaluation of Team Structure and Leadership, Experience Working Together and Design-Build Experience (Section 7.7.1). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

- Describe whether any member of the team failed to remain on a project through completion of a Contract during the past five (5) years; if so, please explain.

In responding to this RFQ, the Respondent is committing that the Design-Build and all other firms will use a skilled and trained workforce for completion of the work.

**8.4.4 Collaboration with Owners**

Section 2 of the SOQ shall provide information related to team experience collaborating successfully with owners to complete projects of similar scale and complexity to the PSI Project. Experience summaries and matrices shall be provided addressing the issues identified in the discussion of the evaluation of this criterion. Provide information indicating which communication and coordination approaches methods were used to support collaborative efforts.
8.4.5 Design Experience and Qualifications

Section 3 of the SOQ shall provide information related to team design experience and qualifications. Provide summaries and matrices addressing the considerations identified in the discussion of the evaluation of Relevant Design Qualifications and Experience (Section 7.7.3). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

8.4.6 Construction and Post-Construction Experience and Qualifications

Section 4 of the SOQ shall provide information related to team construction and post-construction experience and qualifications. Provide summaries and matrices addressing the considerations identified in the discussion of the evaluation of Construction and Post-Construction Experience and Qualifications (Section 7.7.4). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

8.4.7 Reference Project Profiles

Appendix C of the SOQ shall include descriptions of at least 5 and no more than 10 reference projects to demonstrate relevant experience with wastewater pumping and treatment projects of similar size and complexity to the PSI Project. To the maximum extent possible, the following types of Projects / facilities / services shall be included (note that a single project profile may serve to illustrate multiple areas of experience):

- Design-build and / or progressive-design build delivery of municipal water and wastewater conveyance
- Design and construction of new wastewater pump stations and force mains
- Design and construction of major rehabilitations to existing pump stations
- Design and/or construction of odor control facilities
- Experience with design and construction in soils similar to Bay muds
- Startup, commissioning and Acceptance Testing of pump stations and associated facilities
- Operator Training

Individual project descriptions may be applied to any combination of the required experience categories as noted in Section 7.6 Minimum Qualification Requirements and Attachment B, e.g. a design-build project may be applied to both the design and construction experience categories.

Tables cross-referencing each reference project to the minimum required experience categories requested in Attachment B shall be provided, substantially in the format of the table shown below:

<table>
<thead>
<tr>
<th>Minimum Design Experience Categories from Attachment B, Item 5</th>
<th>Reference Project Profile Name(s) (included in Appendix C of Respondent’s SOQ)</th>
</tr>
</thead>
<tbody>
<tr>
<td>New wastewater pump station</td>
<td></td>
</tr>
<tr>
<td>Rehabilitated wastewater pump station</td>
<td></td>
</tr>
<tr>
<td>Forcemain rehabilitation</td>
<td></td>
</tr>
<tr>
<td>Odor control facilities</td>
<td></td>
</tr>
</tbody>
</table>
### Design on a design-build project

- Design of facilities in Bay mud or similar type soils

### Minimum Construction Experience Categories from Attachment B, Item 6

<table>
<thead>
<tr>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>New wastewater pump station</td>
</tr>
<tr>
<td>Rehabilitated wastewater pump stations</td>
</tr>
<tr>
<td>Pipeline rehabilitation</td>
</tr>
<tr>
<td>Complex construction sequencing and coordination among multiple projects</td>
</tr>
<tr>
<td>Alternative Delivery - Design-build, CMAR projects</td>
</tr>
</tbody>
</table>

#### Each project profile shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role(s) of Respondent
- Contract value for 1) the total installed cost of the project, and 2) for the scope included in this description, if different
- Schedule for project, both planned and actual, including start and completion dates
- Description of the project showing relevance to this Project considering the evaluation criteria and considerations described in Section 7.7.
- Firms and Key Personnel that participated in project and are included in this SOQ, along with a clear description of the project role and responsibility of each
- Indicate which project references would be a good candidate(s) for SVCW to tour

In addition, a summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

### 8.4.8 Resumes of Key Personnel

Appendix D of the SOQ shall include resumes for all Key Personnel (see Section 8.4.3) on the Project Team and for other individuals that Respondent believes are important to its SOQ. Resumes must be limited to two pages per individual and include:

- Academic and professional qualifications
- Professional registration (as applicable)
- Similar experience as it relates to the Project within the last 10 years and to the individual’s specified role on the Project
- Past experience working as a collaborative team with owners and with other firms and individuals included in Respondent’s DB Project team
• For Key Personnel, two or three references that are most applicable to the PSI Project

8.4.9 SOQ Appendices

Appendices to the SOQ shall include the following:

• **Appendix A:** The forms included in Attachment D of this RFQ must be completed and included as Appendix A of the SOQ.

• **Appendix B:** Completed Minimum Qualifications Questionnaire and supporting documentation. (Financial Statement provided in separate sealed envelope).

• **Appendix C:** Project Profiles

• **Appendix D:** Resumes

• **Appendix E:** Comments on Term Sheet and Risk Allocation Matrix (optional).

• **Appendix F:** Safety Support Documentation

9. Limitations

9.1 General

This section sets forth SVCW rights and disclaimers, restrictions due to conflicts of interest, how SVCW will treat information considered by Respondents to be confidential and / or proprietary, protest procedures, and obligations of the Respondent and, once selected, the Design-Builder with respect to required documentation to funding sources and obligations to keep the Respondent’s team intact throughout the procurement process.

9.2 SVCW Rights

In connection with this procurement, the SVCW reserves to itself all rights (which rights shall be exercisable by the SVCW in its sole discretion) available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

1. Cancel, modify, or withdraw the RFQ or RFP, in whole or in part at any time prior to the execution of the Contract;
2. Issue a new RFQ or RFP, or modify dates set or projected in the RFQ or RFP;
3. Accept or reject any or all SOQs or Proposals, or information submitted related to an SOQ or Proposal;
4. Issue Addenda, supplements and modifications to the RFQ or RFP;
5. Modify the RFQ or RFP process with appropriate notice to Respondents and Proposers as applicable;
6. Solicit Best and Final Offers from all Proposers short-listed.
7. Appoint an Evaluation Committee and evaluation teams to review Proposals and to consider the advice and assistance of non-Authority experts in any subject matter in Proposal evaluation;
8. Approve or disapprove the use of particular subcontractors, substitutions of subcontractors, changes in Key Personnel, and any other changes in Proposer's SOQ as submitted to the SVCW;

9. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs or Proposals;

10. Revise and modify, at any time before the SOQ or Proposal Deadline, the factors it will consider in evaluating SOQs or Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the SVCW shall circulate an addendum to all Respondents/Proposers setting forth the changes to the evaluation criteria or methodology. The SVCW may extend the SOQ or Proposal Deadline if such changes are deemed by SVCW, in its sole discretion, to be material and substantive;

11. Conduct interviews and/or discussions with Respondents and short-listed Proposers;

12. Waive any weaknesses, informalities, irregularities, or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal;

13. Disqualify any Proposer that changes its organization or other information included in the SOQ that was submitted to the SVCW, without SVCW written approval;

14. Hold the Proposals under consideration for the maximum duration of the proposal validity period specified in the RFP, or longer if there is a mutual agreement to extend the proposal validity period;

15. Award the Contract, with or without negotiations, to the Proposer determined by the SVCW to have offered the Best Value to the SVCW based on the Proposer's initial Proposal or BAFO Proposal;

16. Disclose information contained in the SOQs or Proposals to the public as required by law and as described in Section 9.6 of this RFQ and the RFP;

17. Not issue a Notice to Proceed after execution of the Contract if specific contractual requirements are not met by the DB Entity;

18. Terminate evaluations of Proposals received at any time;

19. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ or Proposal, or require additional evidence of qualifications to perform the work described in this RFQ or RFP;

20. Contact and ask questions of contact persons identified in Proposals regarding a proposed key person’s qualifications for the proposed role or regarding information provided for referenced projects, all as represented in the Proposal;

21. Accept other than the lowest Price Proposal as the Best Value Proposal;

22. Short-list, hold discussions and/or request BAFOs;

23. Approve or disapprove changes to the Proposer Teams;

24. Add or delete Contract work;

25. Negotiate with one or more Proposers concerning its Proposal; Contract terms, conditions and scope; and/or as necessary for SVCW to meet budget;
26. Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any Proposer and engage in negotiations with other than the highest ranked Proposer if negotiations with the highest ranked Proposer prove to be unsuccessful;

27. Retain ownership of all Proposals and materials submitted in hard-copy and/or electronic format, except for escrowed proposal documents (if requested);

28. Exercise any other right reserved or afforded to the SVCW under this RFP; and

29. Reject or refuse to consider a submitted Proposal if such refusal or rejection is based upon, but not limited to, any of the following:
   a. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
   b. Submittal by the Proposer of more than one Proposal for the same work under the Proposer’s own name or under a different name;
   c. Participation by a Principal Participant in more than one Proposal in response to this RFP;
   d. Evidence of collusion between a prospective Proposer, any Principal Participant or Lead Designer and other Proposers, Principal Participants or Lead Designers in the preparation of a Statement of Qualifications in response to the RFQ, an RFP Proposal, or any pricing for the Project;
   e. Uncompleted work or default on a contract for which the prospective Proposer or a Principal Participant is responsible which, in the judgment of the SVCW, might reasonably be determined to hinder or prevent the prompt completion of work on this Contract if awarded;
   f. Existence of a notice of debarment or suspension in any jurisdiction;
   g. Evidence of inadequate financial resources to ensure successful completion of all work under this Contract;
   h. Failure to obtain required bonds or specified insurance for this Project;
   i. Proposer refusal to further negotiate pricing, or Contract terms and conditions, in advance of execution of the Contract;
   j. Evidence of Proposer or Principal Participant noncompliance with any federal, state or local laws or regulations; or
   k. By virtue of the SVCW exercising any other right reserved or afforded to the SVCW under this RFP or under the Public Contract Code and applicable law.

9.3 SVCW Disclaimers

In issuing this RFQ and RFP and undertaking the procurement process specified herein, SVCW disclaims the following:

1. Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Contract
2. Any obligation, responsibility or liability, fiscal or otherwise, to reimburse a Proposer for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to the RFQ or RFP.

3. Any obligation to Award the Contract to the Proposer submitting the lowest priced Proposal.

4. Any obligation to Award the Contract. SVCW makes no representation that the Contract will be awarded to any Proposer responding to this RFP.

5. Any contractual obligation or liability for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the SVCW, has been authorized and executed.

The Proposer acknowledges that, by submitting an SOQ or Proposal in response to the RFQ or RFP, it accepts these disclaimers and waives any right whatsoever to legally challenge or protest any SVCW’s actions that exercise these disclaimers.

9.4 Conflicts of Interest

Each Respondent, and their respective team members, subcontractors and subconsultants must comply with SVCW’s Organizational Conflict of Interest Policy for Design-Build Projects, which is included with this RFQ as Attachment E.

9.5 Obligations regarding Funding Source Compliance

Design-Builders shall be required to meet all applicable requirements of SVCW’s funding sources, which may include SRF and/or WIFIA. The SRF loan program includes specific requirements for projects that will be required to be met by the Design-Builder. These include:

- Disadvantaged Business Enterprise “Good Faith” effort and reporting of DBE utilization
- Davis-Bacon prevailing wage requirements or California prevailing wage requirements if they exceed Davis-Bacon requirements
- American Iron and Steel requirements (unless waiver is obtained)

Requirements of the WIFIA program are similar to SRF.

9.6 Proprietary and Confidential Information

All SOQs submitted in response to this RFQ become property of SVCW and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, except for financial statements, SOQs are subject to public inspection and disclosure under the California Public Records Act. (Government Code Section 6250 et seq.) Therefore, unless the information is exempt from disclosure by law, the content of any SOQ, or related submission, between SVCW and any Respondent regarding the procurement, shall be available to the public.

If a Respondent believes any portion of its SOQ or related communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent’s competitive position if disclosed, the Respondent may request that SVCW withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a SOQ with portions marked—confidential, a Respondent represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Respondent may not designate its entire SOQ as confidential. SVCW will not
honor such designations and will disclose submittals so designated to the public. The foregoing statement does not impact the fact that SVCW will treat Proposals as confidential during the RFP evaluation and selection process.

If a Respondent requests that SVCW withhold from disclosure information identified as confidential, and SVCW complies with the Respondent’s request, Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless SVCW from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent shall not make a claim, sue, or maintain any legal action against SVCW or its directors, officers, employees, or agents concerning the withholding from disclosure of Respondent information. If Respondent does not request that SVCW withhold from disclosure information identified as confidential, SVCW shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to SVCW.

9.7 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the PDB Contract and for completion of the Project are set forth in Sections 6.6 and 3.9 of this RFQ, respectively.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contract, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder’s control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

9.8 Appeal

SVCW will entertain appeals regarding this RFQ process only as set forth in this Section.

9.8.1 Appeals Prior to SOQ Submittal Date

Appeals may be based upon restrictive requirements or alleged improprieties in the RFQ that are apparent or reasonably should have been discovered prior to SVCW’s receipt of SOQs. Such appeals shall be filed in writing with the Owner's Representative, at least fourteen calendar days prior to SVCW’s receipt of SOQ. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

9.8.2 Appeals After Short-listing

Appeals may also be based upon alleged improprieties that are not apparent in the RFQ or that could not reasonably have been discovered prior to SVCW’s receipt of the SOQs. Such appeals are limited to procedural errors in the RFQ process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals must be submitted in writing to the Owner's Representative within three working days from receipt of the short-list announcement.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFQ, a Respondent must demonstrate than an error was prejudicial to the Respondent's effort to become
short-listed for participation in this Project. In other words, in order to prevail, the Respondent must demonstrate that but for SVCW's error, the Respondent would have been short-listed.

9.8.3 No Appeals of Substantive Scores
SVCW will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

9.8.4 SVCW Response to Appeals
SVCW will respond to an appeal in writing within seven calendar days of receipt, and SVCW's determination shall be final.

9.8.5 Sole Appeal Procedures
The appeal procedures summarized in this Section comprise the sole appeal procedures for this RFQ. An Offeror’s failure to comply with the procedures set forth herein will likely result, at the sole discretion of SVCW, in rejection of the appeal.
Attachment A: List of Project Background Documents
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The following background documents related to the PSI Project are available for information only on SVCW’s website at: www.svcw.org/projects/SitePages/pumpstations.aspx under “Quick Links”.

- SVCW Conveyance System Program, Project Planning Reports for the following projects:
  - Belmont Conveyance System – Project Planning Report
  - Menlo Park Pump Station – Project Planning Report
  - Redwood City Pump Station – Project Planning Report
  - Gravity Pipeline Project Planning Reports (available under “Quick Links” at http://www.svcw.org/projects/SitePages/gravitypipeline.aspx)


In addition, SVCW anticipates providing the following informational documents by addendum in early August, 2018:

- Updates to the SVCW Conveyance System Program, Project Planning Reports as follows:
  - Final Belmont Conveyance System – Project Planning Report Update Technical Memorandum
  - Final Menlo Park Pump Station – Project Planning Report Update Technical Memorandum
  - Final Redwood City Pump Station – Project Planning Report Update Technical Memorandum

- Final ASCE 41-13 Tier 1 Seismic Evaluation of Menlo Park Pump Station
- Final ASCE 41-13 Tier 1 Seismic Evaluation of Redwood City Pump Station
- Final Pump Station Improvement Project Hydraulic Evaluation Technical Memorandum

Additional documents and instructions related to preparing project cost estimates will be provided with the RFP.

**Note:** SVCW is providing these documents only for informational purpose and does not confer a license or grant for any other use. SVCW makes no assurance as to the completeness or accuracy of the background documents. The Respondent shall not solely rely on the background information for project development. As part of its work under the Contract, the Design-Builder shall confirm the accuracy of all factual indications in the background documents regarding the physical conditions at the site of the work to the extent that the Design-Builder relies upon or uses the information as a basis for its final design and for construction. In addition, SVCW may not have all records for the existing facilities and the information contained with any existing records may be incorrect or inadequate. It is the Respondent’s responsibility to check the validity of the information provided.
Attachment B: Design Builder Minimum Qualification Requirements Questionnaire
Attachment B: Design-Builder Minimum Qualification Requirements Questionnaire

PSI Project

*Note: Design-Builder (DB entity) will be disqualified if the answer to any of the following questions is “No,” except as otherwise stated herein.*

1. Has the DB entity submitted a transmittal letter?
   - ☐ Yes
   - ☐ No

2. Has a minimum of one team member of the DB Entity attended the Pre-SOQ Meeting and site tour? Provide name and firm of attendee(s).
   - ☐ Yes
   - ☐ No

3. Does the DB entity’s Construction Contractor currently possess a valid and current California CLASS A Contractor’s License?
   - ☐ Yes
   - ☐ No

4. Does the DB entity’s Designer(s) of Record currently possess a valid and current California PE license for each discipline required?
   - ☐ Yes
   - ☐ No

5. Within the past 10 years has Respondent’s team completed the design of at least three of the following, at least one of which must involve wastewater pump stations of similar size and complexity to those included in the PSI Project (as verified by project profiles):
   - ☐ Yes
   - ☐ No
   - New wastewater pump station
   - Rehabilitated wastewater pump station
   - Force main rehabilitation
   - Odor control facilities
   - Design on a design-build project
   - Design of facilities in Bay mud or similar type soils

6. Within the past 10 years has Respondent’s team completed the construction of at least three of the following, at least one of which must involve wastewater pump stations of similar size and complexity to those included in the PSI Project (as verified by project profiles):
   - ☐ Yes
   - ☐ No
   - New wastewater pump station
7. Has the DB Entity and Construction Contractor have Experience Modification Rates (EMR) for the most recent three-year period with an average of 1.0 or less?
   □ Yes □ No

8. Does the DB entity have the ability to obtain a Commercial General Liability Insurance policy, shared by all enrolled parties, with a policy limit of at least $2 million per occurrence and $4 million in general annual aggregate for bodily injury, personal injury, or property damage?
   □ Yes □ No
   Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

9. Does the DB entity have the ability to obtain a Pollution Liability Insurance policy with a policy limit of at least $5 million per occurrence and $10 million aggregate?
   □ Yes □ No
   Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

10. Does the DB entity’s Engineer(s) of Record have the ability to obtain a Commercial General Liability Insurance policy with a policy limit of at least $4 million per occurrence for bodily injury, personal injury, or property damage?
    □ Yes □ No
    Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

11. Does the DB entity have the ability to obtain Professional Liability Insurance with a policy limit of $10 million per claim?
    □ Yes □ No
    Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

12. Does the DB entity have the ability to obtain Automobile Liability Insurance with a $4 million or higher combined single limit per accident for bodily injury and property damage?
    □ Yes □ No
    Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.
13. Does the DB entity have current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. with a policy limit of $1,000,000 per accident?
☐ Yes ☐ No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

14. Has the DB entity attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that its current bonding capacity is sufficient for the PSI Project and (b) is within current available bonding capacity? SVCW may request an additional notarized statement from the surety at the time of submission of a proposal, if this SOQ package is submitted more than 60 days prior to proposal submission.
☐ Yes ☐ No

*A “no” response for this question will not immediately disqualify a DB entity for pre-qualification provided that a written statement of explanation from the Surety Company indicating that the DB entity’s bonding capacity will be available before SVCW solicits proposals for this Project. Surety Letter must state the DB entity’s current bonding capacity and availability.*

15. Has the DB entity received and acknowledged receipt of all issued addenda? List the number and date of all Addenda received by the DB.
☐ Yes ☐ No

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
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</table>

*Note: DB entity will be disqualified if the answer to any of the following questions is “Yes,” except as otherwise stated herein.*

16. Has any contractor license held by the DB entity, the general contractor member of the Design-Builder, or any of the DB entity's subcontractors, been revoked or suspended at any time in the last five years preceding the time of submitting this SOQ because of any performance related reasons or the DB Entity’s failure to comply with any applicable licensing requirements?
☐ Yes ☐ No

17. Has a performance bond surety firm taken over or completed a project on DB entity’s behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to the DB entity’s work within the last five (5) years preceding the time of submitting this SOQ?
☐ Yes ☐ No
18. Is any member of the DB entity precluded from performing work on the PSI Project as a member of the DB Project Team as stipulated in this RFQ Section 6.5 (Eligibility / Disallowed Firms)?
☐ Yes ☐ No

19. Is the DB entity currently or at any time during the last five (5) years preceding the time of submitting this SOQ been in bankruptcy or receivership?
☐ Yes ☐ No

20. At any time during the last five years preceding the time of submitting this request for pre-qualification, has the DB entity or any of its owners or officers been convicted of a crime involving the awarding of a construction contract for a private or public agency, or the bidding or performance of a private or public agency contract?
☐ Yes ☐ No

21. Has the DB entity or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation?
☐ Yes ☐ No

22. Has the DB entity or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
☐ Yes ☐ No

23. Has the DB entity or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

24. In the last five (5) years preceding the time of submitting this SOQ form, has the DB entity, or any firm with which any of the Design-Builder’s owners, officers, or partners was associated, been debarred, disqualified, removed or terminated “for cause” from a construction project?
☐ Yes ☐ No
Attachment C: Contract-Related Documents

C.1   Term Sheet
C.2   Risk Allocation Matrix
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Attachment C.1:

Pump Stations Improvements Project Term Sheet

The following is a summary of the terms and conditions that Silicon Valley Clean Water (“SVCW”) anticipates will be included in the Progressive Design Build Agreement (“Agreement”) for the PSI Project. These terms and conditions should not be considered as all-inclusive or definitive as to the form or substance of the actual provisions of the Agreement to be awarded. SVCW reserves the right to amend, modify, or delete any of these terms and conditions in the RFP or Agreement.

1. **Contract Time**
   The Agreement will include provisions for the dates (or number of days) when the Design-Builder must achieve Substantial Completion and Final Completion. The dates (or number of days) will be established during preconstruction and incorporated into the Agreement via amendment.

2. **Liquidated Damages**
   The Agreement will set forth liquidated damages for failure to achieve Substantial Completion or Final Completion within the contract time negotiated and agreed upon by the parties. In addition, the Agreement will set forth separate liquidated damages for specific milestone completion dates, including but not limited to completion of work that affects other SVCW projects.

3. **SVCW Ownership of Facilities**
   SVCW will own the Facilities, and control the easements on which certain Facilities are to be built. SVCW will provide the Design Builder with access to the Work site and easements for the purpose of fulfilling its obligations (design and construction) under the Agreement.

4. **Governmental Approvals**
   The Design-Builder will be responsible for obtaining various construction-related permits, licenses, and approvals necessary for the construction of the Facilities, including but not limited to:
   - Encroachment permits
   - Stormwater discharge permits
   - Construction dewatering NPDES permits
   The Design-Builder will be expected to assume the risk of delays caused by the non-issuance of any of these approvals, as well as the imposition of terms and conditions that are more costly than assumed for the issuance of, any permit, license or approval listed above.

   SVCW already has or will be responsible for obtaining environmental permits and approvals, such as:
   - BAAQMD permits
   - California Environmental Quality Act (CEQA) approval
   - BCDC Permit
   - COE Permit
   - CA F&WS Permit
   - US F&WS Approval
The Design-Builder may be required to assist SVCW in obtaining the permits and approvals listed above, including the preparation of permit application materials, coordination with the regulatory agencies, and other required assistance.

5. **Design of the Facilities**
   The Design-Builder will have sole responsibility for designing the Facilities, and will assume all design risk. The Design-Builder’s design must meet the minimum design requirements as defined by the Design Criteria to be included with the RFP and as refined collaboratively during Stage 1 Preconstruction, and must be completed in accordance with all design requirements included in the Agreement. SVCW will review the design at specific design development milestones for consistency and compliance with such design requirements.

6. **Building Information Model**
   The Design-Builder will develop a building information model for the Project both to assist in the design process, as well as ongoing maintenance and operation over the life span of the Facilities.

7. **Integration with Existing SCADA System**
   In order to integrate the Facilities with SVCW’s existing SCADA system, all proposers will be required to hire Cascade Integration Development as part of their teams for online automation integration services. Cascade Integration Development is SVCW’s existing SCADA consultant, and has committed to providing a quote to each shortlisted proposer utilizing the same hourly rates.

8. **Construction and Acceptance Testing**
   The Design-Builder will be required to construct the Facilities in accordance with the design and construction requirements included in the Agreement, applicable codes, permits, regulations and other applicable laws and good engineering and construction practices. Following substantial completion of the Project, the Designer-Builder will undertake and pass acceptance tests, which demonstrate that the Facilities are capable of operating in accordance with the acceptance standards that will be defined in the Agreement. Passing acceptance tests will be required in order to achieve Final Completion.

9. **Price Proposal**
   Design-Builder’s proposal shall include a price proposal based on the project defined in the RFP with the following components:
   - Lump sum price for Stage 1 Preconstruction services (design through 60% completion).
   - Percentages to be applied to all Stage 2 costs (design completion, construction and start-up/acceptance testing costs) to cover the following:
     - Home office overhead
     - Profit
   - The percentages for home office overhead and profit to be applied to Stage 2 costs will remain fixed throughout the project unless changes are approved by the Authority.
   - A detailed open book estimated total cost for Stage 2 services (completion of design and all construction). This will be in the form of an indicative cost estimate within the Proposal. This will provide a starting point for construction cost estimate revisions during Stage 1. As elements of the Project are changed during Stage 1, the Total Construction Cost Estimate will be adjusted accordingly. Ultimately revisions to the Proposer’s Total
Construction Cost Estimate, at the conclusion of Stage 1, will lead to a GMP or lump sum for Stage 2.

10. Compensation
Stage 1 services (design through 60-70% completion) will be compensated on the basis of the Design-Builder’s Stage 1 lump sum amount.
Stage 2 of the Project will proceed only if SVCW and the Design-Builder come to agreement on a Guaranteed Maximum Price (GMP) or a lump sum for all remaining design and construction work during Stage 2. If a GMP is established, the Agreement will include a shared savings clause, which will entitle the Designer-Builder a percentage of any savings the Design-Builder achieves by reaching Final Completion under the GMP. All Stage 2 pricing information will be developed by the Design-Builder and shared with SVCW as an “open book.”

11. Basis of Payment
The Design-Builder will be compensated on the basis of monthly invoices submitted.

12. Retention
SVCW anticipates withholding 10% of each progress payment for construction work performed during Stage 2 as retention until Final Completion of the Project is achieved. The 10% retention amount is contingent on a finding by the SVCW Commission that the Project is “substantially complex.”

13. Security for Performance
The Design-Builder shall provide a payment bond and performance bond in the amount of 100% of the Stage 2 services prior to the issuance of the Notice to Proceed for Stage 2.

14. Insurance
SVCW may obtain an Owner Controlled Insurance Program (OCIP) for the Project at SVCW’s expense, including the following coverages:
- Commercial General Liability
- Excess Liability
- Builder’s Risk
- Pollution Liability
The DB Entity will be required to enroll in the OCIP, if provided by SVCW. If the SVCW OCIP is not provided, then the DB Entity will be required to obtain the above coverages through their own insurance carrier(s). In addition, Design-Builder will be required to carry the following insurance during all stages of the Project:
- Professional Liability
- Worker’s Compensation
All insurance must be provided by an insurance company with a rating of at least A:VII.

15. Differing Site Conditions / Force Majeure
Design-Builder may be entitled to a time extension for differing site conditions or a force majeure event that affects the critical path of the Project. Design-Builder may also be entitled to a change in the Contract Price.

16. Termination for an Event of Default
SVCW will have the right to terminate the Agreement after notice and cure opportunity upon the occurrence of certain events of default including, without limitation, the Design-Builder’s...
failure to perform any material obligation under the Agreement. SVCW will also have the right to terminate the Agreement without notice or cure opportunity upon the occurrence of certain events of default, which include the failure to obtain and maintain any contract security instrument, the failure to achieve acceptance of the Facilities through the acceptance process, and the insolvency or bankruptcy of the Designer-Builder.

17. **Convenience Termination**
SVCW will have the right, at any time, to terminate the Agreement for its convenience and without cause. For a convenience termination during Stage 1 (including any time prior to the issuance of a Notice to Proceed for Stage 2), Design-Builder shall only be entitled to payment for percentage of Stage 1 work completed, not to exceed the Stage 1 lump sum amount. For a convenience termination during Stage 2, the Design-Builder shall be entitled to payment for all work completed but not yet paid or invoiced.

18. **Additional Design Services**
In the event that the parties do not come to agreement to proceed to Stage 2 of the Project, SVCW reserves the right to; 1) require Design-Builder to complete the design for the Project to 100%; 2) terminate the Design-Builder; or 3) to contract directly with Design-Builder’s lead designer and/or design subconsultants for design-related services on this Project, in which case Design-Builder shall take such steps as are reasonably necessary to enable SVCW to implement such relationship.

19. **Indemnification**
The Design-Builder will indemnify, defend and hold harmless SVCW and its officials, employees, representatives, agents and contractors from and against any and all loss and expense arising from or in connection with the Design-Builder’s (1) performance of, or failure to perform, its obligations under the Agreement, or (2) the negligence or willful misconduct of the Design-Builder or any of its officers, directors, employees, representatives, agents or subcontractors in connection with the Agreement.

20. **No Consequential Damages**
With limited exceptions, neither SVCW nor the Design-Builder shall be entitled to recover consequential damages for any breach of the Agreement.

21. **Forum for Dispute Resolution**
The parties shall consent to the exclusive jurisdiction of the courts of the State of California located in San Mateo County. SVCW is amenable to alternate dispute resolution procedures, but will not agree to arbitration.
### Attachment C.2. Risk Allocation Matrix (P – Primary, S – Secondary)

<table>
<thead>
<tr>
<th>Risk/Responsibility</th>
<th>Risk Allocation</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Review</td>
<td>P</td>
<td>SVCW has completed an accepted Environmental Impact Report and CEQA review for project as currently defined</td>
</tr>
<tr>
<td>Environmental Permits</td>
<td>P</td>
<td>SVCW to obtain ACOE, USFWS, BCDC, CAFWS, BAAQMD permits and approvals for project as currently defined</td>
</tr>
<tr>
<td>Right of way /Encroachments</td>
<td>P</td>
<td>Obtain easements and agreements for staging areas for project as currently defined. Obtain CALTRANS approval for each site.</td>
</tr>
<tr>
<td>Modification to CEQA, Environmental Permits and right of way</td>
<td>P</td>
<td>Changes needed due to Design-Builder ideas that are different from project as defined in CEQA review and environmental permits</td>
</tr>
<tr>
<td>Construction Permits</td>
<td>P</td>
<td>Construction permits after contract execution (e.g., city building permits, CALTRANS permits for construction at each site.)</td>
</tr>
<tr>
<td>Environmental Compliance</td>
<td>P</td>
<td>Compliance with applicable CEQA and permit conditions</td>
</tr>
<tr>
<td>Construction schedule coordination between PSI Project and GP Project</td>
<td>P, S</td>
<td>Preconstruction services scope will include task for Design-Builder to review and accept or propose modifications to design criteria and design concepts previously developed</td>
</tr>
<tr>
<td>Design Liability</td>
<td>P</td>
<td>SVCW will provide existing geotechnical information but will only allow Design-Builder to rely on data (not interpretation)</td>
</tr>
<tr>
<td>Evaluation of existing geotechnical information</td>
<td>P</td>
<td>DB Project Team will be required to have its own geotechnical/foundation engineer for interpretation.</td>
</tr>
<tr>
<td>Geotechnical Site Investigation after Contract Finalization</td>
<td>P</td>
<td>Preconstruction services scope will include task for Design-Builder to conduct further geotechnical and groundwater studies.</td>
</tr>
<tr>
<td>Existing site and facility hazardous materials</td>
<td>P</td>
<td>SVCW will provide existing hazardous materials information but will only allow Design-Builder to rely on data (not interpretation)</td>
</tr>
<tr>
<td>Hazardous Materials Investigations after Contract Finalization</td>
<td>P</td>
<td>Preconstruction services scope will include task for Design-Builder to conduct further investigations</td>
</tr>
<tr>
<td>Reasonably Foreseeable Site Conditions and Buried Utilities</td>
<td>P</td>
<td>Design-Builder will have responsibility for conditions that could be reasonably foreseen. Design Builder will have the opportunity to verify locations of known buried infrastructure.</td>
</tr>
<tr>
<td>Site Conditions and Buried Utilities that could not be reasonably foreseen by Design-Builder</td>
<td>P</td>
<td>SVCW will have the risk of site conditions that could not be reasonably foreseen by the Design-Builder (as defined in the contract) after employing prudent industry practices to determine subsurface site conditions and identify known buried infrastructure.</td>
</tr>
<tr>
<td>Risk/Responsibility</td>
<td>Risk Allocation</td>
<td>Comments</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Condition Assessment of Existing Connection Points after Contract Finalization</td>
<td>P</td>
<td>Preconstruction services scope will include task for Design-Builder to conduct condition assessment of accessible connection points. Design-Builder will propose additional work required to utilize proposed connection points or alternatives. Design-Builder will take risk if additional work is required to repair or upgrade those accessible points during construction.</td>
</tr>
<tr>
<td>Flow Characteristics</td>
<td>P</td>
<td>SVCW will provide existing and future flow and hydraulic conditions data for each PS.</td>
</tr>
<tr>
<td>Facility Life</td>
<td>P</td>
<td>Design-Builder responsible for designing PSI Project facilities to meet a minimum 50 year service life on new structures with reasonable maintenance and operational parameters considering life cycle costs.</td>
</tr>
<tr>
<td>Treatment and Pumping Performance</td>
<td>S</td>
<td>Design-Builder responsible for meeting performance requirements during acceptance tests if influent characteristics are within “envelope” defined by SVCW. SVCW risk if influent characteristics are outside of defined “envelope”.</td>
</tr>
<tr>
<td>Project Scope and Quality Definition</td>
<td>P</td>
<td>SVCW responsible for defining project scope and quality objectives and approving changes affecting project scope and quality.</td>
</tr>
<tr>
<td>Construction Cost</td>
<td>P</td>
<td>Design-Builder will be responsible for costs exceeding negotiated pricing unless entitled to a change.</td>
</tr>
<tr>
<td>Construction Schedule</td>
<td>S</td>
<td>Design-Builder risk during Stage 2. SVCW risk if schedule delay due to failure of GP Project Design-Builder to accept wastewater as of scheduled milestone, uncontrollable circumstances (unforeseen site conditions, abnormal weather, “acts of god” etc.) or requested scope changes after start of Stage 2.</td>
</tr>
<tr>
<td>Construction Quality</td>
<td>P</td>
<td>Design-Builder is responsible to meet standards established in contract and / or amendment for Stage 2.</td>
</tr>
<tr>
<td>Financing and Payment</td>
<td>P</td>
<td>SVCW is responsible for obtaining financing and timely payment to the Design-Builder.</td>
</tr>
<tr>
<td>Changes in Law</td>
<td>P</td>
<td>SVCW risk if laws or regulations change after Stage 2 negotiation. Design-Builder risk if a failure to incorporate changes occurring during Stage 1.</td>
</tr>
</tbody>
</table>

P = Primary risk responsibility  
S = Secondary risk responsibility
Attachment D: SOQ Forms

D.1 Affidavit of Authenticity
D.2 Insurance Company Letter of Intent
D.3 Surety Letter of Intent
Attachment D.1
Affidavit of Authenticity

The following affidavit shall be executed, notarized, and submitted for each legal entity that is a member of the Respondent as identified in the Statement of Qualifications (SOQ).

State of California

County of San Mateo

Before me, the undersigned authority, personally appeared __________________________, who, having been by me duly sworn, made the following statement:

"I am authorized to make this affidavit on behalf of __________________________, a participating legal entity in the attached SOQ dated __________________________, 2018, and submitted in response to Request for Qualifications (RFQ) issued by Silicon Valley Clean Water for the Pump Station Improvements Design-Build Project. All information pertaining to __________________________ and provided in the attached SOQ is to the best of my knowledge, true and correct and if called upon to testify, I could testify competently thereto.

I acknowledge receipt of the Addenda to this RFQ by identifying the following Addenda numbers and dates of receipt (if any): ____________________________________________

(Signature)

____________________________________

(Printed Name)

____________________________________

(Date)

____________________________________

(Design-Build Respondent Firm)
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Attachment D.2
Insurance Company Letter of Intent

(to be typed on Insurance Company Letterhead)

Attn: Teresa Herrera
1400 Radio Road
Redwood City, CA 94065

SUBJECT: Pump Station Improvements Project — Letter of Intent to Insure

Dear Ms. Herrera:

______________________________(“the Respondent”) has submitted herewith a Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for the Pump Station Improvements Project, issued by the Silicon Valley Clean Water (the “Owner”) on ___., 2018, as amended, pursuant to which it is seeking to be selected by the Owner to deliver the Project described in the SOQ.

Over the past three years, the Respondent is known to have an average Experience Modification Rate of ________.

The Insurance Company has reviewed the Owner’s RFQ and the Respondent’s SOQ. The Insurance Company hereby certifies that Respondent is capable of obtaining all required insurance as described in the Owner’s RFQ in the event the Respondent is selected for final negotiations and execution of the Design-Build Contract by the Owner.

____________________________________
Name of Insurance Company

____________________________________
Name of Authorized Signatory

____________________________________
Signature

____________________________________
Title
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Attachment D.3
Surety Letter of Intent

(to be typed on Surety Company letterhead)

Attn: Teresa Herrera
1400 Radio Road
Redwood City, CA 94065

SUBJECT: Pump Station Improvements Project Proposal — Letter of Intent to Issue Security

Dear Ms. Herrera:

______________________________ (“the Respondent”) has submitted herewith Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for the Pump Station Improvements Project issued by Silicon Valley Clean Water (the “Owner”) on __________, 2017, as amended, pursuant to which it is seeking to be selected by the Owner to deliver the Pump Station Improvements Project generally described in the Request for Qualifications and to be further described in the Request for Proposals.

The Surety has reviewed the Owner’s RFQ and the Respondent’s SOQ. The Surety hereby certifies that Respondent has the required total and available bonding capacity and per-project bonding limits to meet the requirements of the RFQ. The Surety(ies) further certify that, in the event the Respondent is selected as the Design-Builder and subject to review of the RFP and draft Design-Build Agreement by the Surety(ies), that the Surety(ies) intends to issue on behalf of the Respondent, as security for performance of Stage 2 services under the Design-Build Agreement, a Performance Bond and a Payment Bond for the benefit of the Owner. The Performance Bond and the Payment Bond will each be in an amount equal to the value of the price established for Stage 2 work and shall be increased to reflect any price adjustment.

This letter is based on the Respondent’s current financial condition and bonding capacity, which is subject to change. This letter does not constitute an assumption of liability on the part of the surety.

__________________________________
Name of Surety

__________________________________
Name of Authorized Signatory

__________________________________
Signature

__________________________________
Title
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Attachment E: Organizational Conflict of Interest Policy
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2018 CONFLICT OF INTEREST UPDATE

ISSUE
To conduct its biennial review and approval of the Silicon Valley Clean Water’s Conflict of Interest Code and list of designated positions, Exhibit A (attached).

BACKGROUND
The Political Reform Act requires all local agencies which have adopted Conflict of Interest Codes to review their Conflict of Interest Code biennially every even-numbered year and amend their Code if changes are necessary. The Code lists each position within the Authority filled by individuals who make or participate in making governmental decisions which could affect their personal interests. The Code also requires individuals holding those positions to file annually a disclosure of certain personal interests. This Commission last reviewed the Code in January 2018 to amend job titles to designated positions.

DISCUSSION
At this time, no amendment is necessary and the Authority is merely performing biennial review. This Resolution confirms that the SVCW Conflict of Interest Code has been reviewed.

RECOMMENDATION
Move adoption of RESOLUTION REVIEWING AND APPROVING 2018 CONFLICT OF INTEREST UPDATE FOR SILICON VALLEY CLEAN WATER
**EXHIBIT A**

**2018 CONFLICT OF INTEREST UPDATE**

**SILICON VALLEY CLEAN WATER**

**DESIGNATED OFFICIALS AND EMPLOYEES**

<table>
<thead>
<tr>
<th>Designated Positions</th>
<th>Disclosure Categories</th>
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</thead>
<tbody>
<tr>
<td>Commission, Commission of SVCW</td>
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</tr>
<tr>
<td>Secretary, SVCW</td>
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</tr>
<tr>
<td>Manager</td>
<td>All Categories</td>
</tr>
<tr>
<td>Assistant Manager/Chief Engineering Officer</td>
<td>All Categories</td>
</tr>
<tr>
<td>Chief Operating Officer</td>
<td>All Categories</td>
</tr>
<tr>
<td>Chief Financial Officer/Administration Manager</td>
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</tr>
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<td>Executive Assistant to the Manager</td>
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<td>Health and Safety Director</td>
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</tr>
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<td>Information Services Director</td>
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<td>Human Resources Director</td>
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<tr>
<td>Attorney</td>
<td>All Categories</td>
</tr>
<tr>
<td>Consultant*</td>
<td>All Categories</td>
</tr>
</tbody>
</table>

* Consultant is defined in Regulation 18700(a) (2) in 2 California Code of Regulations.

The (executive director or executive officer) may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the disclosure requirements (Exhibit B). The (executive director or executive officer’s) determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
EXHIBIT B
2018 CONFLICT OF INTEREST UPDATE
SILICON VALLEY CLEAN WATER

DESIGNATED CATEGORIES

**CATEGORY 1.** A designated employee assigned to Category 1 is required to disclose investments which may foreseeably be materially affected by any decision made or participated in by the designated employee.

**CATEGORY 2.** A designated employee assigned to Category 2 is required to disclose interests in real property which may be materially affected by any decision made or participate in by the designated employee.

**CATEGORY 3.** A designated employee assigned to Category 3 is required to disclose income which may be materially affected by any decision made or participated in by the designated employee.

**CATEGORY 4.** A designated employee assigned to Category 4 is required to disclose any business entity in which the designated employee is a director, officer, partner, trustee, or holds any position of management which may be materially affected by any decision made or participated in by the designated employee.