



TOWN OF COLMA, CALIFORNIA

REQUEST FOR PROPOSALS

Colma Creek Trash Capture Device

Date of Publication:

June 12, 2024

PROPOSALS DUE:

July 12, 2024

**Town of Colma
Department of Public Works
1198 El Camino Real
Colma, CA 94014**

**A NON-MANDATORY Pre-Proposal Conference
will be held on July 2, 2024**

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Colma Creek Trash Capture Device

SECTION I - GENERAL INFORMATION

1. INVITATION

The Town of Colma (Town) is seeking proposals from qualified consultants to provide consulting services for environmental review and clearance, conceptual design, detailed design, permitting, and design support during construction to install an off-channel full trash capture device system along the Colma Creek. Requested consulting services include an evaluation of options for trash capture devices, environmental review and permitting services (CEQA and NEPA), surveying as necessary for design, hydraulic analysis of the impacts of installing the device(s), and structural analysis as required for channel modifications necessary both to install the device(s) and maintain current channel capacity. The trash capture device(s) will be installed within the City of South San Francisco near the border with the Town of Colma. The trash capture system will be installed on easements belonging to One Shoreline on private property, fully offline, positioned outside the current concrete channel, and outside the BART ROW (Attachment A). The trash capture devices will treat flow from both tributaries of Colma Creek in the project area as shown on Attachment A. Colma Creek is currently designed to carry the 2% probability storm event (50-yr recurrence).

The Project is funded by Caltrans through a Cooperative Agreement with the Town of Colma. The Town of Colma is the Sponsoring and Implementing Agency. The successful consultant will be required to perform all work in accordance with the requirements of the Cooperative Agreement (Attachment B) including compliance with all local, state, and federal requirements.

The Project entails developing and analyzing alternatives and implementing the preferred alternative for an off-channel trash capture solution to comply with the San Francisco Regional Water Quality Board's Municipal Regional Permit 3.0. The consultant will evaluate available trash capture device solutions, perform hydraulic analysis to evaluate the impact of the trash capture devices on channel capacity, evaluate the impacts of modifying the existing concrete channel to accommodate access to the off-channel trash capture device while maintaining the current channel capacity, evaluate constructability and maintenance requirements of the analyzed options, provide conceptual level construction cost estimates of the recommended solution, complete environmental analysis and permitting, and provide 30%, 60%, 95%, bid package engineering services, engineering support during construction, and cost estimates. One Shoreline has developed a hydraulic model (Paradigm/NHC 2021 model) for use by the selected consultant on this project. Hydraulic design criteria for this project is included in Attachment C.

All firms must comply with the requirements of this Request for Proposals (RFP) and all instructions enclosed herein.

The Town desires to complete the aforementioned work by the Spring of 2025 to allow construction to begin in the Summer of 2025 subject to completion of environmental review and permitting.

2. BACKGROUND

The Colma Creek Flood Control Zone was created in 1964 to construct flood control facilities in Colma Creek to alleviate flooding in the City of South San Francisco. Originally the Zone extended from Mission Road in South San Francisco approximately three miles to San Francisco Bay. The current Colma Creek Flood Zone encompasses the area that drains to Colma Creek, and consists of parts of the Town of Colma, cities of Daly City, Pacifica, San Bruno, South San Francisco, and unincorporated County of San Mateo. In 2020, the San Mateo County Flood Control District enabling legislation was amended to expand its duties to include planning for addressing impacts of sea level rise in San Mateo County and was renamed One Shoreline.

Current requirements of the San Francisco Regional Water Quality Control Board's Municipal Permit 3.0 (MRP 3.0) require that jurisdictions provide 100% trash capture for watersheds that drain into San Francisco Bay by June 2025. This project is intended to aid the Town of Colma, Caltrans, the City of Daly City, and unincorporated San Mateo County meet the requirements of MRP 3.0. Discussions with Regional Board staff indicate that the trash capture device must be sited off-line from the channel, except for a diversion structure to direct flow in and out of the trash capture device. In-channel trash capture devices will not be permitted.

Colma Creek in most locations consists of a reinforced concrete U-channel or trapezoidal channel with either a natural (soil) bottom or reinforced concrete bottom and is designed to accommodate flow from a 2% storm event. The channel configuration in the location where the trash capture device(s) will be installed consists of trapezoidal and rectangular reinforced concrete walls and bottom.

This project is funded through a Cooperative Agreement with Caltrans (Attachment C). The Cooperative Agreement provides that Caltrans will review and provide comments on 60%, 95%, and final design documents. The consultant will comply with all applicable provisions of the Cooperative Agreement.

3. INSTRUCTIONS TO PROPOSERS

This Request for Proposal (RFP) seeks proposals from interested and qualified Consultants to complete all tasks associated with conceptual design, environmental review, clearance, and permitting, detailed design, and engineering support during construction. Proposers must be able to demonstrate that they are capable of performing the services as requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services of similar scope and type and local availability of the proposer's personnel and facilities.

The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section VI "Proposal Evaluation and Selection Process" of the RFP.

A non-mandatory pre-proposal conference is scheduled on July 2, 2024 at 2 pm in Colma Town Hall, 1198 El Camino Real, Colma, CA 94014, where the Town will provide an overview of the project's scope of work, discuss the existing site conditions, and answer any questions. The pre-proposal meeting can be also attended online, via mobile phone or computer, using a live video/audio webcast that will be posted on the Town's website at: <https://www.colma.ca.gov/rfp-and-bids/>. This is a non-mandatory meeting, but interested Consultants are highly encouraged to attend.

Questions and clarification inquiries about this RFP must be received by July 5, 2024 and should be directed in writing or via email to:

Town of Colma
1198 El Camino Real
Colma, CA 94014-3212
Telephone: (650)757-8888
Attention: Jim Porter, Project Manager
Email: jimp@csgengr.com

Responses to questions and clarification inquiries that do not provide an unfair advantage or new information to the Consultant submitting the question will be answered directly without formal record or addenda. Responses that provide new information or changes to the RFP documents will be issued to all proposers as addenda to the RFP.

Consultants are directed to submit one (1) original and four (4) hard copies of proposals and one (1) electronic copy in PDF format on a USB Flash Drive. All printing shall be double-sided. One (1) original cost proposal shall be submitted in a **separate sealed envelope from the proposal** in accordance with Section IV "Proposal Requirements". The proposal packages, including hard copies of the proposal, the cost proposal and the USB Flash Drive containing the electronic copy of the proposal, shall be delivered to the Town of Colma no later than **2:00 P.M. Pacific Standard Time (PST), July 12, 2024**. The proposal package shall be submitted as a sealed package clearly marked "Colma Creek Trash Capture Device" to the following address:

Town of Colma
Department of Public Works
1198 El Camino Real
Colma, CA 94014-3212

Proposals received after the time and date specified above will be considered nonresponsive and will be held unopened for Consultant pick-up at the delivery location.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant prior to the deadline to submit proposals.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

The anticipated Consultant selection schedule is described in the Tentative Project Schedule below:

EVENT	ESTIMATED DATE
RFP Release Date	June 12, 2024
Pre-Proposal Meeting (non-mandatory) – 2:00 P.M.	July 2 2024
Deadline to Submit Written Questions	July 5, 2024

Proposal Submission Due – 2:00 P.M.	July 12, 2024
Interviews with Highest Ranked Proposers	Week of July 29, 2024
Town Council Award Contract	August 28, 2024,
Contract Start Date	September 23, 2024
Project Completion Date	No later than Spring/Summer 2025

END OF SECTION

SECTION II – PROJECT OBJECTIVES

The objective of the Project is to assist the Town of Colma, Caltrans, South San Francisco, Daly City, and San Mateo County in complying with MRP 3.0 that requires jurisdictions to functionally capture 100% of trash entering their municipal storm water drainage systems from reaching receiving waters (San Francisco Bay) by June 2025. Given the limited time available, the Town is seeking a Consultant to prepare construction contract documents by Spring/Summer 2025 to allow construction to begin in late Summer 2025. This project is one of several actions being taken by the partner agencies to comply with MRP 3.0. The Town of Colma is acting as the lead agency for this project.

END OF SECTION

SECTION III – SCOPE OF WORK

PROJECT SCOPE: To provide all services necessary for alternatives analysis and conceptual design environmental review, clearance and permitting, hydraulic analysis, detailed design, and engineering support during construction for the installation of an off-channel trash capture device system along Colma Creek in South San Francisco.

The proposed trash capture system will be deliberately positioned offline, away from the BART right-of-way, and will be specifically located at the convergence point of the old Colma Creek channel and the Colma Creek channel as shown on Attachment A.

Construction of diversion structures within the Colma Creek channel and within the old channel is necessary to redirect upstream water flow into the proposed capture device for treatment and shall comply with the requirements C.10 of MRP 3.0.

The construction of this system will be executed within the confines of the parcel owned by One Shoreline. Utilizing this parcel allows us to optimize efficiency while minimizing any potential encroachments to BART ROW. Attachment A provides visual details regarding the approximate location and design intention, facilitating an understanding of the project scope and objectives.

The new system is anticipated to treat 793 acres originating from the SSF watershed and 2,914 acres from the Town of Colma watershed. See Attachment A

Work to be completed by the successful consultant includes, but is not limited to:

- Evaluating commercially available trash capture devices that will successfully capture trash off-line from the channel. The trash capture device will be designed to meet the hydraulic design criteria provided in Attachment C.
- Developing a minimum of two conceptual (30% design) options for installation of the off-line trash capture device(s) and provide supporting analysis for preferred option that maintains current channel capacity. The consultant will be provided with a copy of the most current hydraulic model developed for Colma Creek to be used on this project. The consultant will be required to provide conceptual level cost estimates for each option and provide expected annual maintenance costs for each option.
- Develop Basis of Design report that summarized alternatives evaluated and recommendations for a preferred alternative.
- Perform land survey services necessary for design.
- Identify and document utilities within the project area and any necessary modifications and/or relocations to accommodate the preferred alternative.
- Complete the environmental review and approval process in compliance with CEQA and NEPA as required by the project Cooperative Agreement with Caltrans.
- Obtain required permits from regulatory agencies to allow for construction of the improvements.
- Design channel modifications to divert flow towards the trash capture device while maintaining the current channel capacity. Any proposed channel modifications must be designed within the current One Shoreline easement(s).

- Prepare cost estimate for construction of the evaluated options. The cost estimates will include but not be limited to cost of acquiring and installing the preferred trash capture device(s), structural modifications to the reinforced concrete channels for the diversion structure and access channel to and from the trash capture device(s). Cost estimated will be required for: conceptual design, 60% design, 90% design, and final design.
- Provide an estimate of annual maintenance costs for the preferred option.

TASKS: Successful completion of this project includes the preparation of technical and environmental documents, project alternatives, conceptual and detailed design, construction cost estimates, and identification of any right-of-way needs, among others. The scope described below focuses on work to be performed by the project Consultant.

1. Project Management and Administration

The Town of Colma (Town) is the Project sponsor and implementing agency and Caltrans is the funding agency. This task provides for management of the project initiation efforts, coordination meetings and regular progress updates. The Consultant will lead technical efforts with support from the Town.

1.1 Work Plan and Schedule: Develop and maintain a work plan and schedule for each task, identifying responsibilities of all team members and other parties. The schedule will identify task dependencies.

1.2 Set-up and Maintain Project Files: Set-up and maintain project files. The project files will include agreements, correspondence, and copies of draft and final technical work products. At project closeout, a copy of all project files will be supplied to the Town.

1.3 Invoicing: The Town is the implementing agency and will be responsible for processing payments to the Consultant, as well as for submitting the monthly invoices along with back-up details to Caltrans. As the implementing agency, the Town will be responsible for reviewing the Consultants monthly invoices and progress reports, including work accomplished during the reporting period detailing personnel and costs, work anticipated, issues, and schedule. The Town will review Consultant-produced reports and serve as a day-to-day contact with the Consultant team.

1.4 Meetings: The Consultant will be responsible for the overall project management, progress monitoring, maintenance of project files, and leading the Project tasks. The Town and Consultant will hold a kick-off meeting to discuss the project scope. Project Development Team (PDT) meetings including the Town, Daly City, South San Francisco, San Mateo County, and One Shoreline are expected to be held monthly, with additional meetings with the Town staff as needed. Consultant will be responsible for scheduling/coordination of meetings and meetings minutes. The Project will be completed within nine months of the Contract Award.

1.5 Preliminary Schedule: The Consultant will prepare a program level schedule with key milestones for the environmental process and permitting, conceptual and detailed design, construction, and commissioning and testing. The schedule should contain timeframes for procurement of services, start and end times, and opportunities for public review and input.

Task 1 Deliverables:

- *Kick-off meeting*
- *Project coordination meetings with the Town*
- *Preparation of meeting agendas, meeting minutes and action items*
- *Work plan and schedule*
- *Monthly project status reports*

2. Stakeholder Engagement and Coordination

This task ensures ongoing communication and coordination with other agency partners to ensure a robust alternatives analysis.

2.1 Kick-off Meeting: The purpose of this meeting is to develop a shared view of the Project and the scope of work. As part of the meeting preparation process, the Consultant will advise the Town on the specifics of the project and on the identification of the framework for establishing alternatives that will be studied to meet the project purpose and need. The Town, cities of South San Francisco and Daly City, One Shoreline, San Mateo County, and Consultant will engage in the meeting to:

- Prepare and finalize the project work scope.
- Establish procedures, roles, and responsibilities.
- Develop a project charter and communicate a shared view of the project.
- Set the framework and decision-making structure for getting consensus on purpose and need, design concept and scope, and analysis criteria.
- Identify known deficiencies.
- Identify members of the Project Development Team (PDT).
- PDT Meetings scheduling and coordination, and
- Preparation of meeting agendas, meeting minutes and action items

2.2 Project Development Team (PDT): The Town with the Consultant's assistance will be responsible for the formation of a PDT to guide and assist in the development of the Project. Anticipated members of the PDT include an assigned Town's project manager and other representatives as applicable. Additional representatives to be potentially identified include regulatory permitting agencies, San Francisco Regional Water Quality Control Board staff, Caltrans, and others who will attend the PDT meetings as needed. The PDT is expected to meet monthly for the project period, and on an as-needed basis. The Consultant will prepare and facilitate PDT meetings. The Consultant will prepare agendas, other meeting materials, meeting minutes, and action items.

2.3 Project Coordination Meetings: Coordination meetings with the Town and other project team members are expected to take place as needed for regular work updates by the Consultant and discussion of any issues that may arise.

2.4 Individual Agency Coordination: Early coordination with utility providers is critical to seek opportunities for project co-benefits like repairs and opportunities for green infrastructure. Similarly, ongoing coordination with regulatory agencies is crucial due to the potential for

endangered species within the project area. The Town and Consultant will identify and engage key stakeholders one-on-one as needed.

2.5 Coordination Meetings and Hearings: The Consultant team in collaboration with Town staff will present the project at key points to the Colma City Council and other interested parties as needed.

Task 2 Deliverables:

- *Kick-off meeting*
- *Project Development Team (PDT) monthly meetings*
- *Regular work coordination*
- *Individual meetings with key stakeholders (Allow four additional meetings with stakeholders)*
- *Decisionmaker meetings/hearings (Allow three meetings with the City Council)*
- *Documentation of correspondence and meetings notes*

3. Project Initiation

The primary goal for this task is to identify and recommend feasible and fundable design alternatives. It should be noted that tasks are not necessarily listed in sequential order.

3.1 Review of Background Information, Plans and Studies: The Consultant will begin with research and review of background materials, identify deficiencies, and engage in necessary data collection. The Town will provide any known documents and data to the Consultant, such as right of way documents, the hydraulic model, and available as-built plans of Colma Creek in the project area. The Consultant will provide documentation of existing conditions, data collected, and any deficiencies for discussion with Town.

3.2 Data Collection: The Consultant will thoroughly research all work performed to date and all planned work in the project area that could impact design of the improvements, including a thorough review of available plans and associated hydraulic data. The Consultant will identify additional data requirements for the project scoping to allow for completion of the project. Additional research and data collection should include utility prior rights and agreements, right-of-way maps, as-built maps, property ownership from assessor records, assessor parcel numbers and parcel size, and hydraulic requirements, among others. The Consultant will obtain digital data such as aerial imagery, LiDAR, and other available information, and use tools such as GIS and visualization software to collect and visualize data.

3.3 Field Visits: The Consultant team will perform field visits to collect necessary data and record existing site conditions which include assessing existing access to the project site, locations for the proposed diversion structures and channel to the trash capture device, siting of the trash capture device(s) to allow for maintenance access, and diversion of flow back into the channel.

The Consultant, in partnership with the Town, will organize a site visit with key stakeholders as part of the alternative's development. The intent of this visit will be to share preliminary findings from research and data analysis, discuss potential constraints influencing alternatives, and gather feedback. Attendees may include representatives of the Town of Colma, South

San Francisco, Daly City, San Mateo County, One Shoreline, and other Project stakeholders as needed.

In addition to the initial field review, periodic site reviews will be conducted as necessary during the project to assist in the development and review of alternatives.

3.4 Utility Investigations: As part of this task, the Consultant will contact utility owners/operators to obtain the most recent as-built information for the Project area.

3.5 Alternatives Development: The Consultant will conduct an initial engineering analysis to establish a reasonable study area for alternatives development using existing and newly collected data. With the area established, the Consultant will, in consultation with the PDT, develop and analyze concept-level project alternatives for the Project. Informed by the preliminary research and review, the Consultant will recommend a package of alternatives (minimum two alternatives) for study. The Consultant will identify major existing and planned underground utilities within the study area to evaluate conflict potential. The Consultant will then evaluate alternatives and compare conflict with utilities and adjacent projects.

The alternatives developed by the Consultant in consultation with the PDT are expected to meet environmental compliance, materials, permits, right-of-way, utilities, and compliance with design standards. This alternative development process will focus on identifying project factors that must be addressed in more detail during the subsequent detailed design phase including additional technical studies, public outreach, and identification of the preferred alternative. The Consultant will use visual modeling and simulation tools to show how the corridor may look and feel different with the various preferred alternatives.

Task 3 Deliverables

- *Figures/maps/images documenting research*
- *Summary of research including documentation of existing conditions, data collected, and any deficiencies*
- *Native data files*
- *Design Alternative Plans*
- *Utility Mapping*
- *Recommended Alternatives for Environmental Review*
- *Visual exhibits to present alternatives in meetings and hearings as needed*

4. Conceptual Design Engineering Analysis and Environmental Clearance

The Consultant will conduct an initial engineering analysis to establish a reasonable study area for alternatives development. With the area established, the Consultant will, in consultation with the PDT, develop alternatives that are cost effective, and will avoid or minimize environmental and right-of-way impacts. As noted above, the alternatives developed by the Consultant in consultation with the PDT will consider environmental compliance, structures, materials, permits, right-of-way, utilities, and compliance with design standards. The environmental assessment will be performed in accordance with CEQA and NEPA requirements as required by the Cooperative Agreement (Attachment B).

5.1 Environmental Assessment

The Consultant will prepare an environmental assessment that will document anticipated environmental constraints that may affect project design, alternatives, cost, schedule, and delivery. The assessment will also estimate the scope, estimated level of effort for visual, cultural resources, air quality, noise, water quality/floodplains, hazardous materials assessments, schedule, and costs associated with completing environmental compliance. The assessment will identify the likely type of environmental documents needed.

Initial Site Assessment (ISA): An ISA will be prepared to evaluate existing information regarding hazardous materials and wastes in the study area.

Geotechnical Study Report: Identify potential geophysical project constraints including geotechnical conditions and seismic risk mapping as needed.

Hydrology Study: Identify potential hydraulic project constraints including groundwater mapping, storm water runoff, drainage and climate change risk.

Environmental Issues: Identify other potential social concerns including environmental justice, construction noise and vibration, air quality, biological effects, shading, possible contaminated soil or hazardous materials, archeological sites and cultural references.

Potential Regulatory Permits: Identify probable permits.

Environmental Mitigation: Consider potential mitigation measures. Identify key stakeholders that should be consulted during the environmental analysis. Anticipate environmental processing type for both CEQA and NEPA clearance.

Deliverables:

- *Initial Site Investigation Assessment*
- *Geotechnical Study Report*
- *Biological Assessment*
- *Hydrology Study*
- *Environmental Issues Log*
- *Acquire CEQA and NEPA clearance for the Project*
- *Define required regulatory permits*
- *Acquire regulatory permits on behalf of the Town of Colma. Acquisition of permits will be obtained at the appropriate phase of the detailed design process as required by the respective permitting agencies, generally at the 60% submittal phase*

5.6 ROW and Utility Impacts

The Consultant will identify any anticipated right-of-way and/or utility impacts associated with the alternatives, and prepare a conceptual cost estimate for this activity. Conceptual ROW and utility mapping will be prepared to illustrate the anticipated impacts. The purpose of this evaluation is to develop an order of magnitude cost estimate for potential right-of-way needs, utility impacts and to identify any studies needed.

The Consultant will understand and document all land ownership within the Project vicinity including existing land holders, leases, easements and ROWs. Determine process for transfer or purchase of required ROW as needed.

Site Access Plan: Develop a plan to access required work areas and determine constraints to possible work.

Utility Relocation Plan: The Consultant will prepare high-level utility relocation plan for likely alternatives.

Deliverables:

- *Site Access Plan*
- *Utility Relocation Plan*
- *Preliminary Right of Way Acquisition Plan if needed*

5. Design Development

1. 30% Submittal: Submit three sets of 24" x 36" hardcopies and six sets of 11" x 17" hardcopies. Also provide AutoCAD files and PDF files of 30% submittal.
 - a. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details.
 - b. AutoCAD base map of topo survey and utility locations for each approved site
 - c. Geotechnical Investigation Report for each approved location, including contamination test results
 - d. Cut sheets for equipment/appurtenances
 - e. Documentation of outreach with franchise utility companies for facilities needed to be relocated or adjusted to grade as a result of the proposed construction activities
 - f. Project schedule update
 - g. 30% construction cost estimate
 - h. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
 - i. Table of Contents list for technical specifications.
2. 60% Submittal: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit three sets of 24" x 36" hardcopies and six sets of 11" x 17" hardcopies. Also provide AutoCAD and PDF files of 60% submittal.
 - a. 60% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
 - b. 60% specifications:
 - Technical Specifications (include the following special provisions in the first section)
 - Bid item descriptions and measurement and payment provisions
 - A list of minimum required submittals during construction

- List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties, and associated warranty periods
- c. Project schedule update
 - d. 60% construction cost estimate in the form of the bid schedule
 - e. Utility conflicts have been resolved or a timeline for resolution of issues has been determined.
 - f. Responses to the City's review comments on the 30% submittal, along with return of mark-ups.
 - g. Other supporting documentation as necessary, including but not limited to documentation about starting any permits necessary for the contractor, SWMP, list of information available to Bidders, etc.
3. 95% Submittal: All issues, prior comments, and concerns must be addressed in this submittal. Submit four sets of 24" x 36" hardcopies and 6 sets of 11" x 17" hardcopies. Also provide AutoCAD and PDF files for 95% submittal.
- a. 95% plans
 - Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:
 "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
 - b. 95% specifications
 - Reviewed bid instructions
 - Required submittals
 - Finalized technical specifications
 - c. Project schedule update.
 - d. 95% construction cost estimate.
 - e. Responses to the City's review comments on the prior submittal, along with return of mark-ups.
 - f. Other supporting documentation as necessary.

2. *Bid Package*

The bid package shall be finalized upon incorporation of the Town's final comments from the 95% submittal.

Submit copies and digital format (PDF and native format) of each of the documents listed below:

1. One hard copy of full-sized plans (24" x 36") stamped and signed on each sheet by the Engineer of Record and by discipline.
2. One hard copy of the specifications printed single-sided only.
 - a. Technical specifications, with cover sheet stamped and signed by all necessary disciplines.
3. Final project schedule update.
4. Final construction cost estimate.

3. *Bidding Services*

Consultant will attend a pre-bid meeting, respond to all bidders' requests for information (RFIs), and support the Town's coordination efforts to inform plan-holders of significant responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City's Purchasing Officer.

4. *Construction Support Services*

The Town's construction management team will have primary responsibility for construction management and inspection. The consultant's point of contact will be the City's construction manager, not the contractor.

The following is a minimum list of services and submittals required.

1. Attend and prepare information for an internal handoff meeting from the design team to the construction management team. Consultant shall be prepared to address possible construction pitfalls and all items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
2. Attend the pre-construction meeting.
 3. Attend two periodic construction progress meetings.
 4. Participate in the final inspection and development of punch lists.
 5. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely to avoid construction delays and claims.
 6. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
 7. Review proposed substitutions, if any, for conformance to plans and technical specifications.
 8. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
 9. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.
 10. Participate in the "Lessons Learned Meeting" with all parties at the end of the project.

END OF SECTION

SECTION IV – PROPOSAL REQUIREMENTS

All proposals should adhere to the specified content and sequence of information as described in the order listed below:

1. Transmittal Letter

The transmittal letter shall be addressed to:

Town of Colma
Department of Public Works
1198 El Camino Real,
Colma, CA 94014
Attn: Brad Donohue, Director of Public Works

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address of the office located nearest to the Town of Colma from which the project will be managed.

The letter shall address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The Consultant shall provide a brief statement affirming that the proposal's terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Consultant Information, Qualifications and Experience

The Town will only consider submittals from consultants that demonstrate they have successfully completed comparable projects. Consultant should demonstrate experience with public agencies on both federal and state funded projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) similar projects within the past ten (10) years which include the following information:

- Contracting agency name,
- Contracting agency Project Manager and contact information,
- Contract amount,
- Funding Source,
- Date of contract,
- Date of completion,
- Consultant Project Manager and contact information, and
- Project Description.

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-Consultants and number of project staff, facilities available, and experience of your team as it relates to this project. Include an organization chart showing the proposed relationships among the staff and other parties that may have significant roles in this project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience for the project's scope of work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.
- d. Describe your understanding of the project and the methodology to be used for completing the work.

4. Detailed Scope of Work

Include a detailed scope of work statement describing all services to be provided by the Consultant and describe project deliverables for each phase of the work.

5. Project Schedule

The proposal should include a detailed schedule that provides timing for major tasks and subtasks and various deliverables of the project, beginning with the contract award and ending within Twelve (10) months from the award of contract.

6. Proposal Forms

To be deemed responsive to this RFP, proposers must provide the information requested and, where applicable, complete in detail all proposal forms. The appropriate individual(s) authorized to commit the proposer to the project must sign the following Proposal Forms enclosed in Attachment B within this RFP and included herein:

- Form A – Addendum Acknowledgment
- Form B – Non-Collusion Declaration
- Form C – Certification of Non-Discrimination
- Form D – Statement of Convictions
- Form E – Previous Disqualifications
- Form F – Certification of Worker's Compensation Insurance
- Form G – Certification of Prevailing Wage Rates and Records
- Form H – Equal Employment Opportunity Certification

7. Cost Proposal

The proposal shall include a cost proposal for each service described in the scope of work. The cost proposal shall be submitted in a **separate sealed envelope** from the proposal.

The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified Consultants have been selected and interviewed. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks using sample cost estimate in Local Assistance Procedure Manual (LAPM), Exhibit 10-H1.

The Consultant shall provide an estimate of the total direct and indirect costs to complete all tasks identified in the RFP. A detailed cost breakdown shall include:

- Number of staff hours and hourly rates for each professional and administrative staff who will be involved in this project.
- An estimate of all other direct costs, such as materials and reproduction costs; and
- An estimate of sub-Consultant services if needed; all proposed hours and rates shall be itemized by task.

The selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual (LAPM) regarding the A&E Consultant Contract Audit and Review Process.

END OF SECTION

SECTION V – GENERAL TERMS AND CONDITIONS

1. Proposal Costs

The Town is not liable for any costs or expenses incurred in the preparation of a response to this RFP. All costs in preparing and submitting a proposal shall be borne by the proposer.

2. Selection of Consultant

This RFP does not commit the Town to award a contract, to pay for any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so. Furthermore, a contract award may not be made based solely on price.

3. Retention and Use of Proposals

The Town reserves the right to retain all proposals, as well as any reports, data or other material prepared or assembled by bidder and submitted to Town in response to this RFP, and to use any idea in any proposal regardless of whether that proposal is selected.

4. Public Records Act

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract. Submission of any materials in response to this RFP constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) the Consultant consents to release of such materials by the Town if requested under the Public Records Act without further notice, and (2) the Consultant agrees to indemnify and hold harmless the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees for the release of such information.

5. Indemnity

To the furthest extent permitted by law, Consultant shall indemnify, keep and save harmless the Town, San Mateo County Transportation Authority, the State of California (including by way of illustration and not by limitation the California Department of Transportation), the cities of South San Francisco and Daly City, One Shoreline, the County of San Mateo, and their respective directors, officers, agents and employees (collectively, the “Indemnified Parties”) against any and all suits, claims or actions related to the performance of the scope of work or the Project including, but not limited to, those arising out of any of the following:

- a. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of the Agreement between San Mateo County Transportation Authority and Town; or

b. Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any of the Indemnified Parties in any such action, Consultant shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement between San Mateo County Transportation Authority and Town.

6. Failure to Execute Contract

If the Consultant to whom the award is made fails to enter into the contract, the award will be annulled and an award may be made to the next proposer who will fulfill every stipulation as if it were the party to whom the first award was made in the Town's discretion.

7. Declaration of Non-Collusion

The proposing Consultant shall warrant and covenant that the proposal submitted is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation. Reasonable grounds for believing that a proposer has an interest in more than one proposal will cause rejection of all proposals in which the proposer is interested. Participants in such collusion may not be considered in future RFPs for the same or similar work. By submitting a signed proposal and the attached Non-Collusion Declaration form (see Form B in Attachment C, Proposal Forms), Consultant certifies that there has been no collusion with any other proposers.

8. Standard Agreement

The selected Consultant will be required to enter into a Professional Services Agreement (Agreement) with Town of Colma, which is available in Attachment C, "Standard Form of Professional Services Agreement," of the RFP, provided that to the extent that such document contains provisions contrary to the remainder of this RFP such document shall be conformed to be consistent with the remainder of this RFP.

Consultants shall provide a statement in their submission that they are prepared to sign the Agreement unaltered should they be successful in being awarded the contract.

Consultants should familiarize themselves with this Agreement and indicate if they have any issues or needed changes to the form of the Agreement. If no objections are stated, Town will assume the proposer is prepared to sign the Agreement as-is. If an objection is not stated in the Proposal, such objection is, at Town's option, waived.

Upon acceptance of the proposal, the Town will prepare the Agreement and forward copies to the successful Consultant. The Consultant must arrange for signing by authorized representatives and promptly return the Agreement for execution by the Mayor or their designee.

9. Insurances

Consultant shall obtain and keep, for the duration of the project, Commercial General Liability, Automobile Liability, Employer's Liability, and Professional Liability Insurance in the amounts and pursuant to the requirements specified in the Professional Service Agreement in Attachment C and below.

Consultant shall furnish and maintain appropriate insurance covering the work being performed. The insurance requirements specified in this section will cover Consultant's own liability and any liability arising out of work or services of Consultant subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on the Project.

- a) Minimum Types and Scope of Insurance. Consultant is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout the performance of the Agreement. All policies will be issued by insurers acceptable to the Town (generally with a Best's Rating of A-10 or better). Consultant is also required to assess the risks associated with work to be performed by agents and to require that agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its agent does not procure and maintain such insurance coverage, a Consultant is responsible for and assumes any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Consultant's indemnity obligations as to itself or any of its agents in the absence of coverage. Consultant may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.
 - i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1,000,000. Insurance must include a Waiver of Subrogation in favor of the Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
 - ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Commercial General Liability Insurance must be primary to any other insurance, name Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees as Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
 - iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$1,000,000. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and

employees.

- iv. **Property Insurance.** Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
 - v. **Professional Liability Insurance.** Professional liability insurance that covers each Consultant's professional work on the Project. The limit for Professional Liability Insurance shall not be less than \$1,000,000.
- b) **Excess or Umbrella Coverage.** Consultant may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees.
- c) **Deductibles and Retentions.** Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the Town, the State of California (including by way of illustration and not by limitation the California Department of Transportation), and their respective directors, officers, agents and employees seek coverage under such policy as an additional insured, Consultant shall ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Consultant, even if neither the Entity nor Agents are named defendants in the lawsuit.

- d) **Claims Made Coverage.** If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
- i. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
 - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.
 - iii. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.

Policy allows for reporting of circumstances or incidents that might give rise to future claims.

- iv. Failure to Procure Adequate Insurance. Failure by Consultant to procure sufficient insurance under this Agreement does not excuse Consultant from meeting all obligations to indemnify, defend, and hold harmless generally or any of the remainder of this Agreement.

Prior to beginning work under this Agreement, Consultant must obtain, and produce upon request of the Town, satisfactory evidence of compliance with the insurance requirements of this section.

END OF SECTION

SECTION VI – PROPOSAL EVALUATION AND SELECTION PROCESS

1. Evaluation Process

All proposals will be evaluated and scored by a Town Selection Committee (Committee). The Committee may be composed of Town, South San Francisco, Daly City, One Shoreline, and San Mateo County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Town' requirements as set forth in this RFP.

The selection process will include oral interviews and presentations. The Consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only cost proposals from the most qualified Consultants will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process and will be held for Consultant pick-up at the delivery location. Upon acceptance of a cost proposal and successful contract negotiations, Committee will recommend a contract be awarded.

2. Evaluation Criteria

Proposals will be evaluated according to the Town's Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal.

A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.

2	Fair	Has a reasonable probability of success, however, some objectives may not have been met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by the Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Evaluation Criteria	Weight
1	Completeness of Response to RFP	Pass/Fail
2	Qualifications & Experience	25
3	Organization & Approach	20
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Declaration of Non-Collusion	Pass/Fail
7	References	5
8	Oral Interview and Presentation	25
Total:		100

3. Completeness of Response to the RFP (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda, if any, and do not address each of the items listed in Section IV, "Proposal Requirements", will be considered

incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

4. Qualifications and Experience (25 points)

- b. Relevant experience, specific qualifications, and technical expertise of the Consultant and sub-Consultants to perform hydraulic design projects involving trash capture devices.
- c. Relevant experience in geotechnical and structural engineering related reinforced concrete channel modifications.
- d. Familiarity with San Francisco Bay Regional Quality Control Board MRP 3.0 requirements.
- e. Familiarity with federal, state, and local regulatory permit acquisition and compliance for work within regulated waters.
- f. Familiarity with environmental analysis and clearance for work within regulated waters.

5. Organization and Approach (20 points)

- g. Describes familiarity of project and demonstrates understanding of work and project objectives.
- h. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Overall organization of the team is relevant to project needs.
- i. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses project planning and engineering design efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- j. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- k. Working Relationship with the Public Agencies
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.

6. Scope of Work (15 points)

- i. Detailed Scope of Services to be provided:
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in timeframes to be set forth in the Project Schedule.
- m. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.

7. Project Schedule (10 points)

- n. Schedule shows completion of the work and serves as a project timeline, stating all major milestones, critical paths and required submittals, workshops and presentations in compliance with Town's requirements.
- o. The schedule addresses all known phases of the project, in accordance with the scope of work and general requirements of the RFP.

Declaration of Non-Collusion (Pass/Fail)

- p. Non-Collusion Declaration is material to any contract awarded pursuant to this Proposal.
- q. Non-collusion Declaration must be executed by the member, officer, or employee of the Proposer who makes the final decision on prices and the amount quoted in the proposal.
- r. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents and an affidavit must be submitted separately on behalf of each party to the joint venture.
- s. Failure to file a Declaration in compliance with these instructions will result in disqualification of the proposal.

8. References (5 points)

- t. Provide the names and contact information of minimum three (3) agencies you currently or have previously completed projects for the past three (3) years. Include a brief description of each project associated with the reference.

9. Oral Interview and Presentation (25 points)

- u. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
- v. Responses to various Committee questions raised during the interview.

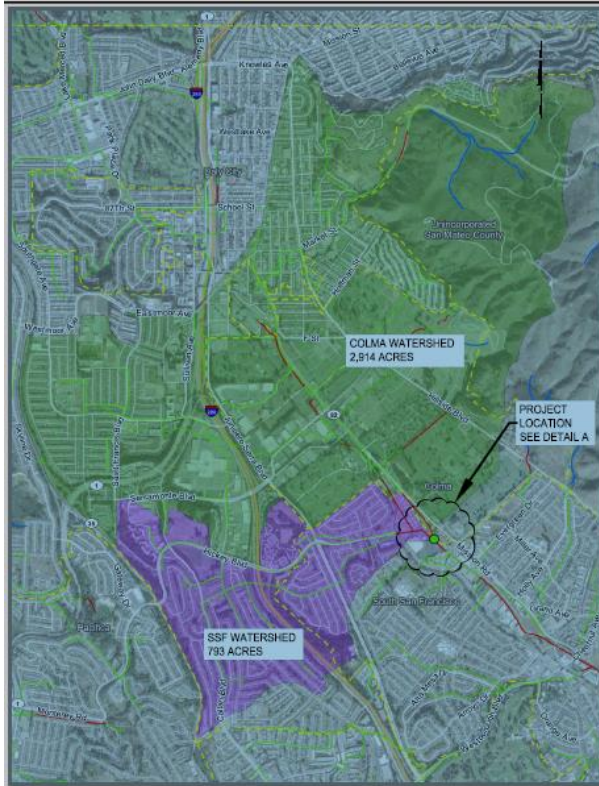
END OF SECTION

ATTCHMENT A
PROJECT LOCATION MAPS



VICINITY MAP

PROJECT LOCATION MAP



DETAIL A

KEY DESIGN ELEMENTS		
No.	DESCRIPTION	DESIGN CONSIDERATIONS
1	TRASH CAPTURE SYSTEM	THE TRASH CAPTURE DEVICE NEEDS CERTIFICATION FROM THE STATE WATER RESOURCES CONTROL BOARD



ATTACHMENT A COLMA CREEK TRASH CAPTURE DEVICE PROJECT

ATTACHMENT B
PROPOSAL FORMS

Form A – Addendum Acknowledgment

Form B – Non-Collusion Declaration

Form C – Certification of Non-Discrimination

Form D – Statement of Convictions

Form E – Previous Disqualifications

Form F – Certification of Worker’s Compensation Insurance

Form G – Certification of Prevailing Wage Rates and Records

Form H – Equal Employment Opportunity Certification

FORM A: ADDENDUM ACKNOWLEDGMENT

WE HEREBY ACKNOWLEDGE ADDENDUM NOS.____, ____ &____, AND HAVE REFLECTED THESE CHANGES IN OUR PROPOSAL.

PROPOSER'S SIGNATURE

FORM B: NON-COLLUSION DECLARATION

State of _____

County of _____

_____, being first duly sworn, deposes and says that the Consultant is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from submitting proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Proposer

Business Address

Subscribed and sworn to before me this ____ day of _____, 20

Notary Public in and for the County of _____,
State of _____

My commission expires _____, 20

FORM C: CERTIFICATE OF NON-DISCRIMINATION

On behalf of the proposer making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

PROPOSER'S SIGNATURE

FORM D: STATEMENT OF CONVICTIONS

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

PROPOSER'S SIGNATURE

FORM E: PREVIOUS DISQUALIFICATIONS

"I hereby swear, under penalty of perjury, that the below indicated proposer, any officer of such proposer, or any employee of such proposer who has a proprietary interest in such proposer, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

PROPOSER'S SIGNATURE

FORM F: CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as CONSULTANT, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

PROPOSER'S SIGNATURE

FORM G: CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as an authorized representative of the company listed below, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. I further certify that the company and any subcontractors under it shall comply, to the extent applicable, with all requirements of state prevailing wage law, including requirements pertaining to apprenticeship standards, payment of prevailing wage, contractor registration, certified payroll records, labor compliance oversight and hours of work. I understand and agree that it is the company's responsibility to ensure compliance by it and any and all subcontractors performing work on the Project with the foregoing prevailing wage requirements.

PROPOSER'S SIGNATURE

Company Name _____

Signed by (printed) _____

Title _____

Dated _____

FORM H: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The _____ proposed Consultant
_____, hereby certifies that he has _____, has not
_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as
required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint
Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government
contracting or administering agency, or the former President's Committee on Equal Employment
Opportunity, all reports due under the applicable filing requirements.

PROPOSER'S SIGNATURE

ATTACHMENT C

Standard Form of Professional Services Agreement