



**ADDENDUM NO. 1
TO THE
REQUEST FOR PROPOSALS
PROGRESSIVE DESIGN-BUILD SERVICES
FOR REPLACEMENT OF 2.0 MG RESERVOIR
RFP NO. W-481**

THIS ADDENDUM IS HEREBY MADE A PART OF THE REQUEST FOR PROPOSAL DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY INCLUDED THEREIN.

PROPOSERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE PROPOSAL FORM. PROPOSALS THAT FAIL TO ACKNOWLEDGE ALL ADDENDA MAY BE CONSIDERED IRREGULAR AND MAY BE REJECTED.

ISSUED THIS 14TH DAY OF JUNE 2023

A handwritten signature in blue ink, appearing to read 'Sharon Darroux', is positioned above the printed name.

Sharon Darroux, PMP
Engineering Manager
City of St. Helens, Oregon

ITEM NO. 1 REVISIONS TO RFP

1. **REPLACE** the RFP for Progressive Design Build Services for Replacement of 2MG Reservoir issued June 7, 2023 with the revised RFP for Progressive Design Build Services for Replacement of 2MG Reservoir attached to this addendum.

ITEM NO. 2 QUESTIONS AND CLARIFICATIONS

Q1	Has the City decided on the type of construction or is that left up to the design/builder?
A1	The Design-Builder is expected to propose the best type of construction for the new reservoir.
Q2	Proposal scoring in Section 6.4 includes Cost Management and Project Understanding and Approach. However, Section 5 appears to be missing the criteria that align with the Cost Management part?
A2	Cost management and project schedule was initially included in Section 5, under Project Management Approach. The revised RFP now includes project management, cost management, and project schedule under separate sections under Section 5.
Q3	Form B for the Fee and Rate Proposal doesn't appear to be included in the RFP. Can you provide a copy of this form?
A3	Fee and Rate Proposal Summary has been added to the revised RFP in Section 9.
Q4	Is there a preference for the tank material, i.e. welded steel vs. concrete?
A4	The City is not specifying a tank material preference. Design-Builder is expected to propose the most suitable tank material for the construction of the new reservoir based on the existing site conditions and proposed budget.
Q5	Please confirm 100% final design is not included in Phase 1 pricing.
A5	Per Section 2.32. of the RFP, the 100% final design is included in Phase 2.
Q6	Is the design-builder required to include engineering evaluation and alternative analysis to arrive at a preferred tank material and type?
A6	It is expected the design-builder's engineering evaluation and alternative analysis will include their preferred tank material and type.
Q7	Is the design-builder to assume replacement with same overflow elevation and dimensions (i.e., volume)?
A7	Yes, however the selected tank replacement may require modifications to overflow elevation and dimensions.

Q8	Does the City foresee the need for additional right-of-way acquisition or easements for the new reservoir?
A8	No, the City does not see the need for additional right-of-way acquisition or easements for the new reservoir.
Q9	Errors and omissions insurance will be very expensive with the 5M/10M coverage limits and 5-year tail period. Any chance the City would be willing to reduce these requirements?
A9	No. The errors and omissions insurance limits have been set by the City's legal counsel.
Q10	Will the City furnish existing conditions/topographic/property boundary surveys
A10	The City has some exiting conditions data. However, the design-builder will be expected to perform the site survey as needed for the work per Article 4.4 of the draft contract.
Q11	The general conditions reference Safety Prevention Through Design (6.33); please confirm whether the design/builder is to include this in Phase 1 or Phase 2 costs
A11	The City understands there will be site safety requirements to be implemented onsite during both phases of the project. It is up to the design-builder to determine how to apply and manage these costs.
Q12	Is there Buy America requirements for this project?
A12	No, there is no Buy America requirements for the project.
Q13	Please clarify how many copies of the proposals is required?
A13	Please see Section 5 – Proposal Submission Requirements of the revised RFP.



**Request For Proposals
for
PROGRESSIVE DESIGN BUILD SERVICES
FOR REPLACEMENT OF 2MG RESERVOIR**

June 7, 2023, 1:00 PM
Addendum No. 1 Issued June 14, 2023



RFP No. W-481

Mandatory Pre-Proposal Conference & Site Visit: June 20, 2023, 9:00 A.M.

Proposals Due: **July 11, 2023, 3:00 P.M.**

Direct Questions To: Sharon Darroux, PMP
Engineering Manager
Phone: (503) 366-8243
Email: sdarroux@sthelensoregon.gov

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RFP INVITATION

PROGRESSIVE DESIGN-BUILD SERVICES FOR REPLACEMENT OF 2.0 MG RESERVOIR RFP NO. W-481

The City of St. Helens, Oregon is requesting proposals from experienced Design-Build (DB) teams with demonstrated experience in the design and construction of water storage reservoirs and water pipeline systems for the replacement of the City's 2.0 MG Water Reservoir. The DB team will be required to analyze existing site infrastructure, make recommendations for replacement, and perform the design and construction of a new water storage reservoir to replace the existing 2MG concrete reservoir at the same site location.

The RFP is available on the City's website at www.sthelensoregon.gov/rfps. For questions or clarifications regarding this RFP please contact Sharon Darroux, Engineering Manager, at sdarroux@sthelensoregon.gov or (503) 366-8243.

Proposals shall be submitted in a sealed envelope plainly identifying: "PROGRESSIVE DESIGN-BUILD SERVICES FOR REPLACEMENT OF 2.0 MG RESERVOIR , RFP NO. W-481" Proposals shall be addressed to Mouhamad Zaher, Public Works Director, City of St. Helens, 265 Strand Street, St. Helens, OR 97051.

Proposals will be received at the City St. Helens City Hall, 265 Strand Street, St. Helens, Oregon 97051 until 3:00 PM, Tuesday July 11, 2023. Proposals received after the 3:00 PM deadline will not be opened or reviewed. Electronic or faxed proposals will not be accepted. Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The DB team selected for contract negotiations will be the firm selected as the most qualified through the RFP's evaluation process.

The City of St. Helens reserves the right to reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

PUBLISHED: Daily Journal of Commerce, Wednesday, June 7, 2023.

SECTION 1 – PROJECT BACKGROUND

1.1 Introduction

St. Helens is located on the western bank of the Columbia River approximately 30 miles northwest of Portland. The City has a growing population of 14,500 and has a Council-Mayor form of government with five council members, including the mayor. The City Council has custodial responsibility for all City facilities, and directs the financing, maintenance, and operation of all City departments.

Since its incorporation, the City of St. Helens has been continually making strides to provide clean drinking water for its residents and neighboring communities. The City currently owns and operates the water distribution system within the City limits and provides over 560 million of gallons of drinking water per year to residential, industrial, commercial, and institutional customers both inside and outside the City limits. The City is also able to provide emergency water supply to Columbia City to the north.

The City sources its water supply from Ranney Collector Wells adjacent to the Columbia River. The raw water is pumped to the City's 6 MGD membrane water filtration facility, treated, and released into the distribution system or stored in one of five reservoirs. The City is seeking to replace its oldest and second largest reservoir with a new reservoir at the same site. The St. Helens City Council considers this project extremely high priority.

1.2 Existing 2.0 Million Gallon Reservoir

The existing 2.0 Million Gallon Reservoir at 35259 Pittsburg Road is the oldest of five reservoirs that serve St. Helens. The reservoir is a partially buried, concrete tank with a panelized domed metal roof. The concrete wall and floor structure is over 94 years old and has experienced localized spalling and cracking to be expected with the age of the structure. Over the past several years, the reservoir has also experienced an increase leaking.

In 2008 the reservoir was inspected, and the floor joints and several locations of the wall were identified for repair. In 2009 the caulking in the expansion joints was replaced and the portions of the wall where leaks had been identified were removed and replaced.

While the repairs made in 2009 made some improvements in the leakage, the reservoir continued to experience a relatively high leakage rate of over 16,000 gallons per day. Because of the reservoir's hydraulic connection to the adjacent 2.5 Million Gallon Reservoir, it was advantageous to preserve the life of the 2.0 MG Reservoir for as long as possible. Applying a waterproof coating to the interior of the reservoir was selected as the most cost-effective solution to address the leakage and extend the life of the structure.

In 2017, the reservoir's entire interior surface was rehabilitated with a coating system which began with a 20-mil application of Reactamine 760 coating which was overlaid with a non-woven geotextile fabric which was then fastened to the reservoir's concrete surface with stainless steel threaded bolts. A final coating of 60 mils of Reactamine 760 was applied directly to the fabric and over the bolts to form a monolithic leak-proof barrier inside the reservoir.

However, after the installation of the membrane system, the reservoir exhibited increased leakage at a rate of approximately 74,000 gallons per day. After multiple repairs and testing, the leakage rate of the reservoir has remained at a steady 44,000 gallons per day, so the reservoir was taken offline. The City's updated Water Master Plan has identified a water storage deficit for St. Helens with this reservoir offline.

In 2021 the City hired a forensic engineering consultant to analyze the conditions that promoted the failure, formulate an expert opinion as to the cause of failure, and make recommendations for repair. The recommendations received from the forensic engineer was to,

- (1) remove the liner system completely, enhance integrity of concrete surface with an epoxy coat or parge coat and apply a waterproofing membrane, or
- (2) abandon the existing structure and construct a new structure within the existing.

The City has decided the best course of action is to abandon the existing structure and construct a new structure within the existing structure's footprint. The objective of this project is to design and build a new reservoir facility to replace the existing reservoir that will meet the current operational needs at the best possible value to the City of St. Helens.

SECTION 2 – PROJECT DELIVERY & SCOPE OF WORK

2.1 Progressive Design-Build Delivery Method

The City intends to implement the project through a progressive design-build approach. The scope of work for the project will be divided into two phases:

- Phase 1 – Design and Preconstruction Phase
- Phase 2 – Construction Phase

During the Phase 1, the Design-Builder will be required to perform preliminary engineering; develop and advance the design in accordance with City requirements; progress the permit drawings/specifications for the project to construction documents; participate in on-going community engagement process, as necessary; and develop a GMP (Guaranteed Maximum Price) for the project, including obtaining quotes from trade subcontractors based on the approved design documents. Construction and construction administration services for early authorized work (e.g., abatement, demolition, and grading) may also occur during this phase.

Phase 2 will advance the project to construction and the Design-Builder will be required to provide construction and construction administration services to demolish or partially demolish the existing reservoir, construct a new water storage reservoir at the site, and perform all work necessary to successfully execute the Work, including grading, the disassembly and disposal of all or portions of the existing reservoir, protection of existing systems and the of the adjacent reservoir; the installation of level sensors, piping, fittings, and other appurtenances to connect the new reservoir to the water system.

Required permitting activities may occur in each phase as necessary to advance the Work. Please see **Section 2.3 | Scope of Work** for a more detailed outline of the work.

2.2 Project Delivery Schedule

The City anticipates the project to be completed and available to be put in service no later than October 2024.

2.3 Scope of Work

This Scope of Work (SOW) is intended to be a general outline of the work and not an all-inclusive description of the professional and construction services that may be required to undertake and complete the Project. The Propose is expected to expand upon these tasks and include additional tasks, as needed, to prepare a complete proposal based on their experience.

2.3.1 Phase 1 – Design and Preconstruction

Phase 1 services shall address all items necessary for design and permitting of the new facility, including, but not limited to,

TASK 1 – PROJECT MANAGEMENT

1.1 Project Administration

- (a) Provide overall project management for the project including, but not limited to, DB team staffing, budget, schedule, scope, and coordination with the City.
- (b) Designate a Project Manager as the Single Point of Contact to organize, direct, coordinate, monitor and manage the activities of the project with respect to budget, schedule, and contractual obligations. The Project Manager is expected to remain consistent throughout the life of the project.
- (c) Coordinate the Work with the City's Project Manager and work closely with City staff, and other agencies and stakeholders, as appropriate.

1.2 Kick Off Meeting

- (a) Initiate the project kickoff meeting and prepare an agenda for the meeting and invite the necessary attendees. Kickoff meeting shall be an in-person meeting.
- (b) Kickoff meeting is intended to develop project goals, vision, objectives, and criteria. The meeting will outline project management approach, identify roles and responsibilities, and confirm project scope and schedule. Prepare and distribute meeting minutes following kickoff.
- (c) Develop a Preliminary Design and Project execution plan to be approved by the City.

1.3 Design Review Workshops

- (a) Lead design review workshops with the City after preliminary, intermediate, and final design submittals. Design workshops will be scheduled following review comments submitted by the City.
- (b) The purpose of the workshops will be to review major comments, discuss important design considerations, review the schedule, discuss permitting status, and set action items. In general, design review workshops are expected to take place virtually.

1.4 Targeted Value Design (TVD) Workshop

- (a) Conduct a TVD Study for the project and present alternatives and findings to City at a TVD workshop with recommendations. The TVD workshop is expected to take place in person.

1.5 Progress Review Meetings

- (a) Lead regular progress review meetings. Progress review meetings are expected to occur twice monthly, except when kickoff, design review, and TVD workshops are scheduled. Progress review meetings are expected to take place virtually.

1.6 Public Meetings

- (a) Participate in up to four public meetings.

1.7 Quality Assurance & Quality Control Review

- (a) Conduct internal Quality Assurance and Quality Control and follow-up with technical experts, as necessary, during the course of the project to maintain a high level of service.

1.8 Deliverables:

- (a) *Draft meeting agendas (provide at least 24 hours prior to meeting), presentation and review materials, project schedule updates, meeting minutes (provide at least 48 hours following meeting). Monthly Progress Reports with status report of work completed by sub-tasks for the invoice period with each invoice. Indicate each DB team member's time spent on each sub-task for the invoice period.*

TASK 2 – PRELIMINARY ENGINEERING

2.1 Data Collection and Review

- (a) Complete a tour of the existing reservoir (interior and exterior), site and facilities with City personnel. The purpose of the facility tour is for gathering information and performing a visual observation of the facilities.
- (b) Submit a Request for Information (RFI) for data that will assist in the work. This will include, but not be limited to,
 - Water master plan
 - Reservoir data
 - Water system maps, record drawings, and construction drawings
 - SCADA data
 - Valves, pumps, and piping system data

- O&M records for leaks, repairs, and replacement
- Current operational and maintenance procedures
- Topography maps

2.2 Existing Site System Analysis

- (a) Conduct a study of the existing 2.0 MG and 2.5 MG reservoirs onsite to identify and determine the overall operation efficiency of the facilities and how it will affect design and future operations.
- (b) Develop a plan to maintain and increase the efficiency of the hydraulic connection between the proposed reservoir and the existing 2.5 MG reservoir. Analysis should include all circumstances that could impact final design of the project.

2.3 Geotechnical Engineering Report

- (a) Conduct and prepare a complete geotechnical report necessary to complete the objectives of the Project, including but not limited to, locating and performing testing borings and preparing boring logs at the site for the proposed reservoir.
- (b) Make recommendations regarding site and subgrade preparation, backfilling, and grading.
- (c) Discuss foundation conditions at the proposed reservoir location and new structural evaluation, determine depth of groundwater, and discuss proposed dewatering methods.

2.4 Preliminary Design (30% Concept Design)

- (a) Perform preliminary engineering to support design and cost estimating.
- (b) Develop preliminary design, including basis of design for project components, the technical approach and design parameters, design assumptions, applicable codes, guidelines, regulations, early cost estimate, and other references such as regulatory compliance and permitting and final design recommendations.
- (c) Identify project permitting requirements.

2.5 Deliverables

- (a) *Request for Information, Existing site system analysis findings, Geotechnical Report, Preliminary 30% concept design documents*

TASK 3 – DETAILED DESIGN

Submit design plans and specifications for the project, as follows,

3.1 Intermediate Design (60% Design Documents)

- (a) Produce 60% complete construction drawings
- (b) Produce redlined marked up specifications
- (c) Prepare detailed cost estimate developed to approximately 60% completion
- (d) Initiate permitting activities. Submit and prepare documents and applications for all necessary and applicable permits

3.2 Design Builder's Construction Proposal

- (a) Prepare and submit to the City a proposal for completion of design and construction of the Project
- (b) Develop the Guaranteed Maximum Price (GMP) for construction of the project

3.3 *Deliverables*

- (a) *Intermediate 60% design documents; Construction Proposal; GMP*

2.3.2 Phase 2 – Construction

Phase 2 services shall complete the design development and shall address all items and work necessary for construction and operation of the completed facility, including completion of all construction documents, and the procurement of all permits, equipment, and subcontractors, to construction the new facility.

The DB Team shall provide all construction services from mobilization through project completion, including but not limited to, construction services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, shop drawing processing/review, distribution of product warranties/related documentation, training, commissioning and startup, acceptance testing and final completion.

Tasks shall include, but not be limited to,

- Providing overall project & construction management
- Participate in project meetings, including construction kickoff, bi-weekly construction progress meetings

- Produce 100% complete construction drawings and specifications which shall include all backup material previously submitted and revised, as necessary, all design calculations, and all explanatory material giving the design rationale for any design decisions
- Secure all necessary permits
- Procure equipment and subcontractors to construct per approved plans
- Construct the Project
- Conduct startup, staff training, commissioning, and performance testing
- Provide warranty coverage
- Prepare As-Builts
- Prepare O&M Manuals

2.4 Roles and Responsibilities

2.4.1 City Roles and Responsibilities

The City of St. Helens will cooperate 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. The City responsibilities include:

- Review submissions and provide timely comments to Design-Builder
- Provide data and information regarding project elements including record drawings, reports and studies.
- Provide funding consistent with approved Guaranteed Maximum Price.
- Lead coordination with public outreach.
- Provide access to the City owned property.
- Have staff available for scheduled meetings to provide operations and engineering input.

2.4.2 Design-Build Team Roles and Responsibilities

The Design-Builder will cooperate with the City and will provide in a timely manner the Phase 1 and Phase 2 services necessary to complete the Project scope specified in this RFP, including:

- Perform all field investigation services.
- Prepare design and construction documents.
- Regularly communicate with City and Stakeholders

- Obtain all required permits required for project.
- Procure project subcontractors and vendors.
- Supervise subcontractors and Design-Builder personnel.
- Implement quality-management procedures
- Implement project health and safety practices
- Maintain site security.
- Conduct performance testing.
- Lead project meetings and prepare agenda and meeting minutes.
- Plan, design, and construct a complete, fully operational new reservoir.

2.5 Project Funding

The estimated project budget is \$2.5 million dollars.

SECTION 3 – PROCUREMENT PROCESS

3.1 RFP Issuing Office

The Engineering Division of the Public Works Department is the issuing office for the Request for Proposals for Progressive Design-Build Services for the Replacement of the St. Helens 2.0 MG Reservoir Replacement.

3.2 RFP Single Point of Contact

The Single Point of Contact (SPC) for the Progressive Design-Build Services for the Replacement of the St. Helens 2.0 MG Reservoir Replacement RFP is Sharon Darroux, Engineering Manager. Proposers are to direct all questions and concerns to Sharon at (503) 366-8243 or sdarroux@sthelensoregon.gov.

3.3 Mandatory Pre-Proposal Conference & Site Tour

The City has scheduled a mandatory pre-proposal conference and site tour for this project. The meeting will be held at 9:00 am on June 20, 2023, at the reservoir, located at 35259 Pittsburg Rd, St. Helens, OR to discuss the proposal requirements, answer questions regarding the project, and allow Proposers familiarize themselves with project site conditions and constraints.

3.4 Procurement Schedule

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a Design-Builder for the 2.0 MG Reservoir Replacement. This schedule is subject to change if it is in the City’s best interest to do so.

- | | |
|--|---------------------------------|
| ▪ RFP Issued | June 7, 2023 |
| ▪ Mandatory Pre-Proposal Conference/Site Tour | June 20, 2023, 9:00 a.m. |
| ▪ Deadline for Questions | June 30, 2023 |
| ▪ Last Addendum to be Issued | July 5, 2023 |
| ▪ Proposals Due | July 11, 2023, 3:00 p.m. |
| ▪ Shortlist Notification | July 14, 2023 |
| ▪ Deadline for Protest of Shortlist Notification | July 20, 2023 |
| ▪ Shortlist Interviews | July 24, 2023 |
| ▪ Notice of Intent to Award | July 25, 2023 |
| ▪ Deadline for Protest of Award | August 1, 2023 |
| ▪ Award of Contract | August 2, 2023 |
| ▪ Contract Execution | August 16, 2023 |
| ▪ Completion of Contract | October 30, 2024 |

SECTION 4 – PROPOSER’S SPECIAL INSTRUCTIONS

4.1 Terms of Contract

The contract for the Phase 1 (Design and Preconstruction) work is anticipated to begin in August 2023. All work, including Phase 2 (Construction) work is anticipated to be completed no later than October 30, 2024.

4.2 Interpretations

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. The deadline for submitting questions/clarifications is listed in the procurement schedule in [Section 3.4](#).

Sharon Darroux, PMP
Engineering Manager
Email: sdarroux@sthelensoregon.gov
Phone: (503) 936-0813

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions will be compiled and collectively addressed by email to all proposers prior to the deadline for receipt of proposals.

4.3 Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the St. Helens 2.0 MG Reservoir Replacement project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City’s best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFP.
- To negotiate contract terms with qualified Consultant.
- Take into consideration any or all information supplied by the Consultant in their proposal and the City’s investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City’s best interest. Further, the City reserves the right to waive informalities in the submitted proposal.
- Award a contract to that Proposer the City determines to be the most responsible and responsive to this RFP. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued.

The City reserves the right to reject any or all proposals received as a result of this Request for Proposals. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of Proposer to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of Proposer to submit a Proposal in the format specified herein.
- Failure of Proposer to submit a Proposal within the time requirements established herein.
- Failure of Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all Proposals upon a finding of the City that it is in the public interest to do so.

4.4 Cost of Preparing Proposals

The City is not liable for any costs incurred by the Proposer in the preparation and/or presentation of their proposal nor for any cost incurred by a Consultant in protesting the City's selection decision.

4.5 Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Consultants are advised to check the City's website regularly for addenda. Consultant may request a change in the RFP by submitting a written request via mail or email to the Project's Contact Person. The request must specify the provision of the RFP in question and contain an explanation of the requested change.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

Addenda will be issued on the City's website, <https://www.sthelensoregon.gov/rfps>, not later than seven (7) days prior to the RFP closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that their submitted proposal acknowledges all addenda.

Addenda shall have the same binding effect as though contained in the main body of the RFP. No verbal instructions or information concerning the scope of work shall bind the City. Proposers are responsible for obtaining all addenda prior to submitting proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page as part of the proposal, see [**Section 8 – Proposal Signature Page.**](#)

4.6 Disputes

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

4.7 Modification of Withdrawal of Proposal

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the City's Engineering Manager, at the proposal submittal location, prior to the time designated for receipt of proposals. Such notice shall be in writing. All such communications shall be so worded as not to reveal any material contents of the original proposal. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are then fully in conformance with these instructions to consultants.

4.8 Proposal Ownership

All proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

Information submitted by consultants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which a consultant requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the consultant requests exception from disclosure. Consultant shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document "Confidential."

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations for competitive sealed proposals in the State of Oregon, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from consultant to do so after the Notice of Intent to award has been released.

4.9 Proposal Validity Period

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of proposals. The successful proposal shall not be subject to future price escalation or change of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

4.10 Protests

4.10.1 Protest of Solicitation

A proposer or prospective proposer who wishes to object or protest any aspect of this procurement shall comply with requirements of Oregon Administrative Rule: OAR 137-049- 0260 and must deliver a written protest to:

- Public Works Director, Mouhamad Zaher, at mzaher@sthelensoregon.gov
- **AND** Sharon Darroux, Engineering Manager, sdarroux@sthelensoregon.gov

A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers. Protests must be received at least seven (7) days before the proposal submission deadline. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. Protests can also be mailed to: City of St. Helens – Engineering Division, 265 Strand Street, St. Helens, OR 97051.

A protest shall be deemed to include only the documents timely delivered pursuant to this paragraph. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The City may investigate as it deems appropriate in reviewing the protest and will issue a written response to the protest. The City may proceed with contract award, execution, and performance while a protest is pending. An issue that could have been raised via protest of the solicitation is not grounds for protest of an award.

4.10.2 Protest Competitive Range

An adversely affected or aggrieved proposer may file a written protest of the City's decision to exclude the proposer from competitive range by delivering the protest in the manner described above within seven (7) calendar dates of the date of issuance of the Proposer Shortlist Notification.

The protest must specify the grounds for protest of award as provided in OAR 137-049-0450(5), including that higher scoring proposals are ineligible for award because their proposals were non responsive or because the City made a substantial violation of a provision in the Solicitation Document or of an applicable Procurement stature or administrative rule, and the protesting proposer was unfairly evaluated and would have , but for such substantial violation, been included the competitive range.

A proposer is only adversely affected or aggrieved if the proposer is eligible for inclusion in the competitive range.

4.10.3 Protest of Award

An adversely affected or aggrieved proposer may file a written protest of the City's Notice of Intent by delivering the protest in the manner described in Section 2.6.1 within seven (7) calendar date of the date of issuance of the Notice of Intent to Award.

The protest must specify the grounds for protest of award as provided in OAR 137-049 0450(4), including that higher scoring proposals are ineligible for award because their proposals were non responsive or because the City made a substantial violation of a provision in the Solicitation Document or of an applicable Procurement stature or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the Responsible Proposer offering the highest ranked Proposal.

A proposer is only adversely affected or aggrieved if the proposer is eligible for award and is not in line for the awards.

SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

5.1 Proposal Format

Proposers are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of a serif or sans serif font style. Font size shall be a minimum of 10-point. Proposals shall be double sided. All pages shall be 8 ½" x 11" size. 11" x 17" page size is acceptable for project schedule. Proposals shall not exceed 40 total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages, separation tabs, and appendices.

5.2 Proposal Submittal

Proposals must be received at City Hall by 3:00 p.m., Tuesday July 11, 2023. Proposer shall provide five (5) printed copies and one (1) electronic copy on a flash drive of their proposal, sealed in an envelope plainly identifying Project Name, and the Design-Builder's Name and Address. Electronic copy must be in searchable PDF format as a single document. Proposals shall be addressed as follows:

**PROGRESSIVE DESIGN BUILD SERVICES FOR
REPLACEMENT OF 2MG RESERVOIR
RFP NO. W-481**

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: Mouhamad Zaher, Public Works Director

Proposals must arrive at the St. Helens City Hall Office on or before the time and date due. Proposers mailing proposals should allow for normal delivery time to ensure timely receipt. Electronic or faxed proposals will not be accepted. Proposals received after the RFP deadline will not be opened or reviewed.

The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State, and local laws, rules, and regulations.

5.3 Transmittal Letter and Executive Summary

Transmittal letter and executive summary (maximum two pages) shall include the name of the proposing Design-Build team, full legal name of the proposing business entity, and must specify who will be the Design-Builder's signatory to any contract documents executed with the City.

Letter shall include principal business address and phone number where the relationship will be managed and be signed by a representative of the Proposer who is authorized to sign and to commit the Proposer to the obligations contained in the Proposal, including name, address, phone number, and email address. The letter should address the Proposer's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer

believes it should be selected. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the firm or institution, authorized to bind the firm or institution in contractual matters.

A statement in the letter shall specifically stipulate that the Proposer accepts all terms and conditions contained in the RFP and the Design-Build Agreement.

5.4 Proposal Signature Page

Proposal shall include the [Proposal Signature Page \(Section 8\)](#). Proposals submitted without the Proposal Signature Page shall not be considered.

5.5 Design-Builder Profile and Project Team

Proposal must contain a detailed and complete description of the Design-Builder's organizational structure. Information concerning Key Personnel and other firms that may be included such as subconsultants and subcontractors should also be provided.

- 1) State whether the proposed team is employed under a single entity or whether the team consists of multiple firms collaborating to form the team. Identify whether the Design-Builder is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
- 2) Describe areas of expertise, length of time in business, number of employees, office locations, and other information that would be helpful in characterizing the proposed team.
- 3) Disclose any information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments such as,
 - any material historical, existing, or anticipated changes in financial position
 - any pending or past legal proceedings and judgments, or any contingent liability that could adversely affect the financial position of Design-Builder or affect Design-Builder's ability to perform contractual commitments to the City
 - any failure to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years
 - any debarments with respect to public contracts in any state or federal jurisdiction
 - any bankruptcy action filed for reorganization
 - been any liens or surety claims against Design-Builder on any contracts that have been performed or are in the course of being performed
 - any termination of surety and/or insurance coverage due to excessive claims history and/or nonpayment of premiums

5.5.1 Project Office Location

Identify where the Design-Builder intends to maintain its project office and where the majority of the design work will be performed.

5.5.2 Organizational Structure

Provide an organizational chart(s) showing the lines of authority identifying the participants who are responsible for major functions to be performed and their reporting relationships in managing, designing, and constructing the Project. As part of the organizational chart, a maximum of 12 key participants may be identified for which resumes are to be included in the supporting information section. At a minimum, key participants shall include:

- Design Builder Team Lead
- Design Manager
- Construction Manager
- Other Key Staff

5.5.3 Key Staff

For Key Team Members, provide their roles and responsibilities for the project; Current assignments and location; Relevant experience on similar or related projects; Unique qualifications, and percentage of their time that will be available for the project.

5.5.4 Subconsultants and Subcontractors

Provide, if applicable, a description of the Subconsultants and Subcontractors that are included on the team. Provide the number of projects and type of work performed with either the Prime Design-Builder and/or Lead Design Firm within the past 5 years.

5.5.5 Experience

Describe the performance history and experience of the Project Team on similar projects. Provide a description of similar projects performed within the last five years, which best characterize the team's capabilities, work quality and cost control. Provide no more than five detailed project descriptions that include the following elements:

- Project description
- Team members identified in the Organization Chart that worked on project and their respective role
- Procurement method
- Year started and year completed
- Contract value
- Key similar project elements
- Innovative concepts
- Name, address and phone number of a person who can be contacted regarding your performance on the project.
- If submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead contractor or firm.

Upon notification as the highest-ranked Proposer, a letter or Certificate of Insurance from the Design Builder's insurance company must be provided stating its ability to acquire and provide the minimum limits for the required insurance as identified in Article 5 – Bonds and Insurance of the Design Build contract.

5.6 Cost Management Approach

Provide details on team's cost management approach and methodology for both the project, including describing the Design-Builder's process and milestones for evaluating the Design-Build Budget, design alternatives, risk assessment and mitigation, target value engineering, life cycle costs, constructability, prequalifying subcontractors in preparation of the Design-Builder's Proposal, and subsequent final design and construction of the Project.

Provide a Concept Design-Build Budget for delivery of the reservoir facility and services identified in this RFP and within the schedule identified by the Proposer. Assign preliminary values to all areas that will be the responsibility of the Design-Builder broken down by line items for "soft" (e.g., design, permits, fees), "hard" costs including allowances, escalation and contractor design, and construction contingencies.

The City's stated Design-Build Budget is \$2.5 million. Identify whether the Proposer considers this to be an achievable budget given the scope of Design-Build services and program identified in this RFP and schedule proposed by Proposer. Describe what, if any, program, or schedule changes the Proposer would propose the City consider in order to achieve the desired services within the Design-Build budget.

5.7 Project Understanding and Approach

Provide details on team's approach and methodology including descriptions for the following:

- 1) Identify understanding of key issues and challenges for both the design and construction of the project.
- 2) Describe approach to addressing key issues and challenges identified in the RFP.
- 3) Provide approach to meeting the City's project goals identified in the RFP.
- 4) Describe approach, preferences, and methodology to Self-Performing work and/or process of soliciting and selecting Subcontractors as part of the GMP development. Description to include the benefit of self-performing work elements to the City (if applicable) along with strategies to deliver best value. The City will not be specifying a minimum or maximum percentage of self-performed work.
- 5) Include a preliminary risk register that identifies risks, allocation of risk, potential impacts and mitigation opportunities.

- 6) Develop preliminary project schedule in Gantt Chart format for Phase 1 with key milestones. Schedule should also indicate key construction milestones for Phase 2.

5.8 Project Management Approach

Provide details on how your team will administer this project. Proposals should address the following points:

- 1) Describe the proposed project manager's experience on past similar projects and explain the project manager's approach to schedule, budget, scope, and change management. The description should include the project manager's experience and approach to collaborative delivery and managing a team of diverse professionals on a project with multiple inter-related deliverables.
- 2) Describe all anticipated City and/or third-party responsibilities for site due diligence, design comments and approvals, permitting, inspections, fixtures/equipment design, procurement and installation, and any other procurement associated with building the facility for full operations not otherwise provided by the Design-Builder.
- 3) Describe approach to Project Communication and Information Systems. Description should include expectations on meetings, workshops, and general communication.
- 4) Describe approach to facilitate input and concerns from the public and internal stakeholders during design and construction.
- 5) Describe the tools your team will maintain to effectively manage the project. Provide process for making and documenting decisions.
- 6) Describe internal procedures and/or policies associated or related to work quality and cost control.
- 7) Describe management and organizational capabilities to ensure staffing availability to meet schedule.

5.9 Resumes

Provide resumes for all Key Personnel. Resumes must be limited to one page per individual and include:

- 1) Proposed role in the Project
- 2) Academic and professional qualifications
- 3) Professional registration (as applicable)

- 4) Experience as it relates to the Project, progressive design-build responsibilities, and to the individual's specified role on the Project

Any subsequent change in the firms or Key Personnel included in the Proposal will require City approval.

5.10 Project Schedule

Describe the process and schedule for design milestones, developing the Design-Builder's Proposal, permitting, procurement, construction, startup, and closeout processes including City involvement in design decisions and community engagement.

5.11 Fee and Rate Proposal

The scope of Design-Builder services is defined in the RFP under [Section 2.3 | Scope of Work](#). The Proposer must complete the Fee and Rate Proposal Summary in [Section 9](#) with all required pricing information as follows:

- 1) Phase 1 Services Fee (Fixed fee for design, pre-construction and all other services)
- 2) Phase 1 Optional Tasks, if any
- 3) Phase 2 General Conditions Percentage Summary
- 4) Phase 2 Design Builder's Fee Percentage Summary

SECTION 6 – PROPOSAL EVALUATION & SELECTION

6.1 Evaluation Process

The City intends to select a Design-Builder who is fully qualified and has assembled a project team that can provide satisfactory service. The City will be the sole judge of whether a Design-Builder is considered to be fully qualified for the purpose of this RFP and will determine if the proposals are complete and meet the requirements as described in this RFP.

A selection committee assembled by the City will review and evaluate submitted proposals meeting the mandatory requirements of this RFP.

The first review of proposals will be evaluated in accordance with the evaluation criteria set forth in Section 6.4. A short list of up to three qualified candidates will be compiled.

Short-listed candidates may be asked to make a presentation of their proposal either in person or virtually. Short-list candidates will be evaluated and reviewed by the evaluation criteria set forth in Section 6.5.

6.2 Clarification of Proposals

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

6.3 Design-Builder Selection

Following the selection committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue, in the same manner, with remaining proposers until an agreement is reached.

6.4 Evaluation Criteria – First Review

The criteria listed below will be used to evaluate proposals and determine the short list of candidates. The Selection Review Committee will rate each proposal as follows,

Criteria	Maximum Points
Transmittal Letter and Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Design-Builder and Project Team Qualifications and Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project	30 Points
Cost Management Approach	15 Points
Project Understanding and Approach	20 points
Project Management Approach	20 Points
Capacity of the Design-Builder to Commit Sufficient Resources to the Project	10 Points
Project Schedule	5 Points
Fee and Rate Proposal	25 points
Maximum Total Evaluation Points	125 Points

6.5 Final Evaluation Criteria (Short-List Candidates Only)

The criteria listed below will be used to evaluate proposals of short list of candidates. The Selection Review Committee will rate each proposal as follows,

Criteria	Maximum Points
Transmittal Letter and Executive Summary	Pass/Fail
Proposal Signature Page (Section 8)	Pass/Fail
Design-Builder and Project Team Qualifications and Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project	30 Points
Cost Management Approach	15 Points
Project Understanding and Approach	20 points
Project Management Approach	20 Points
Capacity of the Design-Builder to Commit Sufficient Resources to the Project	10 Points
Project Schedule	5 Points
Fee and Rate Proposal	25 Points
Short-List Interview	25 Points
Maximum Total Evaluation Points	150 Points

SECTION 7 – CONTRACT REQUIREMENTS

7.1 General Requirements

The successful Design-Builder will execute a design-build contract with the City which shall incorporate the agreement, Scope of Work, a list of tasks, a work schedule, a rate of pay scale, and certificates of insurance.

The City will issue Notice to Proceed following the execution of the Contract.

The successful Design-Builder will be required to obtain a City of St. Helens business license.

7.2 Contract Payment Schedule

Payments shall be made monthly upon receipt of Design-Builder's billing statement, consistent with City procedures. Each statement must include summary of progress made through the date of the billing and shall be submitted to the Project Manager. Monthly payments will be based on the costs incurred as summarized in the progress report.

7.3 Insurance Coverage

The selected Design-Builder will be required to provide Errors and Omissions, Professional Liability Insurance, Worker's Compensation, General Liability, and Automobile insurance as required for compliance with the City's minimum standards for personal services contracts.

The Design-Builder shall include the City, its officers, agents, and employees as additionally insured on insurance policies issued for this project or shall furnish an additional insured endorsement naming the same as an additional insured to the Consultant's existing public liability and property damage insurance.

Before the Contract is executed, the Design-Builder shall furnish to the City a certificate of insurance which is to be in force and applicable to the project.

SECTION 8 – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Design-Build Services Contract, and associated inclusions and references, specifications, Proposal Form, Design-Builder response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Design-Builder submittals.

The undersigned hereby certifies and represents that the Design-Builder: has examined and is thoroughly familiar with the Request for Proposal; has examined and is thoroughly familiar with the Design-Build Services Contract, and agrees to accept the contract terms, and execute such contract upon award; understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City; and understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Design-Builder acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of the Request for Proposal.

Signature

The Design-Builder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current. We therefore offer and make this proposal to furnish services herein in fulfillment of the attached requirements and specifications of the City.

FIRM NAME

CONTACT PERSON NAME/ TITLE

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

FIRM TELEPHONE NUMBER

CONTACT PERSON TELEPHONE

CONTACT PERSON EMAIL ADDRESS

IF CORPORATION, ATTEST:

(CORPORATE OFFICER)

☐ CORPORATION

☐ PARTNERSHIP

☐ INDIVIDUAL

☐ OTHER, _____

FEDERAL TAX IDENTIFICATION NUMBER (TIN): _____

STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD LICENSE NO: _____

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED
REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

DATE

SECTION 9 – FEE AND RATE PROPOSAL

Proposer must complete Fee and Rate Proposal Summary Form with all required cost information and submit with their Proposal:

1. Phase 1 Services Fee (Fixed fee for design, pre-construction and all other services)
2. Phase 1 Optional Tasks, if any
3. Phase 2 Fixed percentage fee for certain General Conditions, including construction managers and superintendents or engineering services during construction based on the schedule duration and total construction cost, which shall be estimated as a percentage of Direct Costs of Phase 2.
4. Phase 2 Fixed percentage fee for Design-Builder markup which will be applied to Direct Costs, Design-Builder Project Contingency and Indirect Costs (other than costs of performance bonds, payment bonds, insurances and sales tax) of Phase 2 and in accordance with the Design-Build Contract.

Direct Costs of Phase 2 include costs of construction and associated allowances. Indirect Costs of Phase 2 include fee of General Conditions, costs of performance testing, startup and commissioning, costs of performance bonds, payment bond, insurances, and sales tax.

The scope and anticipated schedule of the Design-Builder services for which pricing is required is defined in the Scope of Work in this RFP and the Draft Contract in Appendix A. The cost information provided in the following Fee and Rate Proposal Summary Table shall be supported with additional information provided by the Proposer to document Project assumptions. Billing rates are not required to be provided. Supporting information may be provided in an Appendix of the submitted Proposal.

For the scoring of the Fee and Rate Proposal, the City will consider the information for the Phase 1 Services Fee, General Conditions Percentage, and Design-Builder Fee Percentage. Both the General Conditions and the Design-Builder Fee percentages are non-binding and will be negotiated between the City and Design-Builder during the Phase 1 Services and prior to the City's acceptance of the Guaranteed Maximum Price (GMP).

Consideration of the General Conditions and Design-Builder Fee percentages submitted by the Proposers will be used to determine the competitive range of percentages for the Project.

The General Conditions information and Design-Builder Fee information provided will form the basis of negotiating the General Conditions and Design-Builder Fee as part of the GMP negotiations, which will occur at the 60% design submittal.

PROGRESSIVE DESIGN-BUILD SERVICES FOR REPLACEMENT OF 2.0 MG RESERVOIR FEE AND RATE PROPOSAL SUMMARY FORM

PHASE 1 SERVICES FEE SUMMARY			
Phase 1 Services	Total Hours (including subconsultants)	Direct Expenses	Total Costs
Project Initiation			
Project Management and Administration			
Basis of Design Technical Memorandum			
Geotechnical Investigations, Data, and Report			
Engineering Design Development			
Permitting			
Cost Estimate Submittal and GMP Proposal			
Total Phase 1 Services			
PHASE 1 OPTIONS TASKS			
OPT1			
OPT2			
OPT3			
<i>(Please use additional sheet if needed)</i>			
Total Phase 2 Options Tasks			
GENERAL CONDITIONS PERCENTAGE SUMMARY			
Design-Builder General Conditions Percentage		Estimated Percentage of Direct Costs	
DESIGN-BUILDER'S FEE PERCENTAGE SUMMARY			
Design-Builder Fee Percentage		Estimated Percentage	
(1) Proposer shall provide supporting rationale for its proposed project coordination and management cost proposal, including a staffing matrix, anticipated hours per project role, and reimbursable costs. (2) Proposer shall provide supporting information in the approach to clarify the type of permits that would be applied for and obtained for the Project. (3) Estimated General Conditions shall be based on the Phase 2 Services duration as provided in the RFP. Proposer shall provide supporting rationale for its proposed construction staff percentage information, which includes an organizational chart of its Construction staff and a person-hour estimate of Key personnel who provides services in Phase 2. Key personnel include, but not limited to, the Construction Manager, Construction Superintendent, Safety Manger, Design Engineer, Scheduler, and Field Engineer. (4) Design-Builder Fee percentage should be inclusive of Design-Builder's risk, corporate overhead (i.e., costs not included within Direct Costs, Design- Builder Project Contingency, and Indirect Costs) and profit. (5) Direct expenses for Phase 1 Services shall be those expenses to the project that do not include labor. (6) Total cost of each item shall be the sum of labor costs and direct expenses for that item.			

By signature hereon, the Proposer's authorized agent ("Agent") certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided in Fee and Rate Proposal Summary Form are an accurate representation of the information the Proposer's is providing.

Design-Builder's Name	_____
Signed by (Authorized Representative)	_____
Printed Name	_____
Title	_____
Date	_____

END OF FORM

APPENDIX A – DESIGN-BUILD AGREEMENT
