

**NOTICE OF CALL OF SPECIAL MEETING
TO THE MEMBERS OF THE HONEY LAKE VALLEY RECREATION AUTHORITY:**

You are hereby notified that a SPECIAL MEETING of the HLVRA will be held in the Council Chambers of City Hall in the City of Susanville at 66 North Lassen Street, Susanville, California on **September 21, 2015 at 3:00 p.m.** to transact the following business:

Call Meeting to Order
Roll Call

1 APPROVAL OF THE AGENDA:

2 PUBLIC COMMENT: Members of the public may address the JPA concerning **any item on the agenda** prior to or during consideration of that item.

3 MATTERS FOR BOARD CONSIDERATION:

- A. Report on Project Funding
- B. Selection of Design-Build Proposal Review Committee
- C. Proposed Design-Build Request for Proposals

4 BOARD MEMBER ISSUES/REPORTS:

5 PUBLIC COMMENT CLOSED SESSION ITEMS (if any): Any person may address the Board at this time upon any discussion during Closed Session.

6 CLOSED SESSION: None.

ADJOURNMENT:



Jim Chapman, Vice President

ATTEST:



Heidi Whitlock, Project Manager

AFFIDAVIT OF MAILING NOTICE

I, the undersigned Project Manager for the Honey Lake Valley Recreation Authority, do hereby certify that an original of the **NOTICE OF CALL OF SPECIAL MEETING, September 21, 2015 at 3:00 p.m.** was delivered to each and every person set forth on the list contained herein on the 18th day of September, 2015. A copy of said Notice is attached hereto.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Susanville, California this 18th day of September, 2015.



Heidi Whitlock, Project Manager

Brian Wilson	emailed
Jim Chapman	emailed
Nicholas McBride	emailed
Tom Hammond	emailed
David Meserve	emailed

Submitted By: Jared G. Hancock, Executive Officer

Action Date: September 21, 2015

AGENDA ITEM

SUBJECT: Report on Project Funding

SUMMARY: An oral update will be given regarding the status of project funding.

FISCAL IMPACT: None.

**ACTION
REQUESTED:** None.

ATTACHMENTS: None.

Submitted By: Jared G. Hancock, Executive Officer

Action Date: September 21, 2015

AGENDA ITEM

SUBJECT: Selection of Design-Build Proposal Review Committee

SUMMARY: The Honey Lake Valley Recreation Authority Board requested the selection of a Review Committee for the purpose of reviewing the Design-Build Proposals received for the Community Swimming Pool Project. It is recommended that staff from both the City and County are utilized for this committee.

FISCAL IMPACT: None.

ACTION REQUESTED: Direction to staff on the selection of Review Committee members.

ATTACHMENTS: None.

Submitted By: Jared G. Hancock, Executive Officer

Action Date: September 21, 2015

AGENDA ITEM

SUBJECT: Proposed Design-Build Request for Proposal

SUMMARY: Honey Lake Valley Recreation Authority staff will be presenting to the Board, the proposed Request for Proposal to be released on September 28, 2015 to those who have been prequalified. With the amount of inquiries received to date, we are anticipating a fair number of responses to our prequalification questionnaire that is due on September 23, 2015.

FISCAL IMPACT: None.

ACTION REQUESTED: Direction to staff.

ATTACHMENTS: Proposed Request for Proposal

HONEY LAKE VALLEY RECREATION AUTHORITY

Request for Proposals

for

Design-Build Services for Community Swimming Pool

800 South Street, Susanville, California

(Re-Issued September 28, 2015)

DATE OF RE-ISSUANCE: September 28, 2015

DEADLINE TO REQUEST RFP October 7, 2015 at 5:00 p.m.
CLARIFICATIONS BY EMAIL:

REQUESTS FOR RFP Jared G. Hancock, Executive Officer,
CLARIFICATIONS TO: HLVRA, jhancock@cityofsusanville.org

PROPOSALS DUE: October 22, 2015 no later than 3:00 p.m.

ADDRESS FOR SUBMITTALS: Honey Lake Valley Recreation Authority
c/o City of Susanville
66 North Lassen Street
Susanville, CA 96130
Submit to ATTN: Heidi Whitlock, Project
Manager, HLVRA
(530) 252-5100

COPIES REQUIRED: Five (5) paper copies and One (1)
electronic copy of the Proposal

I. SUMMARY

Honey Lake Valley Recreational Authority (“HLVRA”) invites all prequalified design-build entities to submit proposals for its community pool construction project (“Project”). HLVRA is a Joint Powers Authority of the City of Susanville and the County of Lassen, and was formed for the primary purpose of designing, constructing and operating a community swimming pool and associated facilities at HLVRA’s 800 South Street, Susanville, California, location. The location of the Project is the site of the former Roosevelt Swimming Pool, which was built in 1937 and demolished in 2015. HLVRA intends to procure the new swimming pool as a design-build project pursuant to Public Contract Code section 22160 et seq., using the best-value method specified in Public Contract Code section 22164(f).

This Project will require the completion of the project design, creation/approval of architectural and engineered plans and specifications and the construction of the project , including, but not limited to, the following: a public swimming pool, pool drainage and filtration, pool perimeter deck, timing equipment, bathhouse, site utilities (including onsite geothermal well), security fencing, vehicle parking, landscaping and landscape irrigation, patio and pathways, geothermal heated patio and pathways, geothermal heated floor, and frontage improvements along South Street. Geothermal water (from the City’s geothermal utility) will be used as the primary heating source for the pool and building and will be supplemented by natural gas.

This Request for Proposals seeks a qualified design-build entity now, therefore (“Builder”), holding Class A or a Class B California contractor's license, or subcontracting with qualified individuals with the appropriate licenses for the scope of work to be performed, with all contractors and subcontractors being continuously in business as a licensed contractor in the State of California for the past five years. The proposal shall identify a General Contractor and architect, and all subcontractors to be employed by the Builder for the duration of the Project. All architectural services required under this RFP shall be performed by licensed architects registered in the State of California.

The selected Builder shall be responsible for the work of its own forces and designating project subcontractors in compliance with all public contracting laws. The Builder shall manage project design, planning, development of plans and specifications, and construction by effectively working in close association with HLVRA’s Executive Officer or designee.

HLVRA’s designated representative for this Project is Jared G. Hancock, Executive Officer, HLVRA, (530) 252-5100.

II. SCOPE OF WORK

Working from initial conceptual drawings Builder will create or cause to be created a complete design, prepare architectural and engineered plans and specifications and complete construction of a pool and bathhouse meeting the following preliminary specifications (see conceptual drawings attached hereto as **Exhibit A**).

A. Pool

The selected Builder shall construct a 25 meter by 25 yard “L”-shaped swimming pool, pool drainage, pool perimeter decking, and associated plumbing and mechanical facilities. The completed Project shall conform to USA Swimming's competitive swimming pool standards and requirements for 25-yard events.. The pool shall allow for both lap and free swimming with a depth ranging from approximately 3 feet to approximately 12.5 feet, to be compatible with related on- and off-site improvements, and shall include the following additional elements:

- The pool shall be approximately 5,700 square feet.
- The pool shall include approximately 2,000 square feet of decking, including deck drainage
- The pool shall include adequately sized drainage filtration and plumbing system

- The pool shall conform to USA Swimming requirements such as lane lines, touch pads, timing equipment, and score boards.
- The pool shall be fully operational once water, sewer and electrical services are provided.

B. Bathhouse

The bathhouse portion of the project shall consist of the complete construction of an approximately 2,000 square foot building, including related on- and off-site improvements, which consist of a bathhouse (including a check-in area, men’s and women’s locker rooms with showers and restrooms, a family restroom, office and storage space, kiosk, and pool mechanical room), site utilities for the entire project (sanitary sewer facilities, geothermal, water, natural gas, electrical, onsite geothermal well, etc.), parking, fencing, and landscaping. All improvements to be sized to serve and be compatible with on- and off-site improvements included in Pool Component.

- Bathhouse - 2,000 square feet and capable of being connected to a future natatorium, enclosure for pool described in Pool Component.
- Site utilities - water, sewer, gas, electrical, geothermal, on-site geothermal well
- Parking - Approximately 70 parking spaces
- Fencing - Approximately 400 linear feet, including service gates
- Landscaping & Irrigation
- Site Lighting
- Patio & Pathway - approximately 7,000 square feet
- Radiant heating under decks, patio and building
- Emergency access roads
- Frontage Improvements.

III. Expected Cost Range of Project

The preliminary engineer’s estimate for the Project is as follows:

<u>Total Project</u>	<u>Base Cost Est.</u>	<u>GMP</u>
25 Y x 25 M L-shaped Pool	\$700,000	\$850,000
Pool Decking & Drainage	\$64,000	\$102,466
Filtration & Plumbing	\$110,000	\$160,000
Timing Equipment	\$40,000	\$50,000
Bathhouse	\$655,000	\$748,000
Site Utilities	\$76,000	\$100,000
Fencing	\$22,000	\$33,400
Landscaping & Irrigation	\$22,000	\$30,000
Site Lighting	\$24,000	\$30,000
Patio & Pathways	\$16,000	\$21,000
Parking & Emer. Access Roads	\$82,000	\$104,000
Frontage Improvements	\$17,000	\$21,000
Total	\$1,828,000	\$2,249,866

IV. COMMENCEMENT OF WORK, TIME TO COMPLETE PROJECT

Builder shall have the capability of providing final engineered plans and specifications not later than 60 days after contract approval . After HLVRA approved the final engineered plans and specifications, it shall issue a Notice to Proceed. Builder must complete construction of the project within 160 working days after HLVRA issues the Notice to Proceed.

V. CERTAIN CONTRACT REQUIREMENTS

A. Prevailing Wage Rates

The Builder shall be required to adhere to California Labor Code section 1770, et seq., and shall pay its building trade contractors based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations (“DIR”), Division of Labor Statistics and Research. Copies of the prevailing rate of per diem wages are on file at HLVRA’s principal office, and will be made available to any interested party upon request. It is also the Builder’s and subcontractor’s duty to employ registered apprentices on the Project under Labor Code section 1777.5.

The Builder is hereby notified of the DIR registration requirements pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the DIR.

HLVRA reserves the right to not enter into the contract if the Builder and/or the subcontractor(s) are not properly registered.

B. Insurance and Bonding Requirements

In addition to general liability, workers' compensation, and automobile liability insurance, the selected Builder shall also be required to carry errors and omissions insurance coverage for the design elements of the Project. The selected Builder shall also be required to submit 100% performance and 100% payment bonds, for the cost of construction, and evidence of all required insurance within ten days of award of Contract.

VI. BUILDER RESPONSIBILITIES

Builder represents that it has expertise and experience in design stage project management, construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration related to public pool or similar construction projects. The development of the Project and delivery within budget will be the responsibility of the Builder selected by HLVRA. In general, HLVRA expects the Builder to be responsible for the following:

A. Primary Responsibilities

1. Builder shall, at its sole cost and expense, furnish all facilities, equipment, labor, and other materials necessary to complete the Project as defined above;
2. Design coordination with architect;
3. Code and regulatory assessments and compliance;
4. Budgeting;
5. Provision of Guaranteed Maximum Price;
6. Cost control;
7. Value analysis;
8. Scheduling;
9. Local approvals and permits (City of Susanville, Lassen County, and public utilities);
10. Construction and construction supervision;
11. Commissioning of facilities;
12. Warranties;
13. Phasing;
14. Assistance with environmental review, if any is required;
15. Coordinate with Executive Officer, or designee, on all design development documents, schedules and progress reports;
16. Coordinate with Executive Officer, or designee, and Authority on all construction documents, working drawings and specifications, including, but not limited to, value engineering research, construction feasibility reviews, cost estimates and negotiation of construction costs, as well as redesign efforts generated by recommendations; and
17. Contractor shall assist Executive Officer in choosing the highest quality materials, equipment, component systems, and types of construction for the most reasonable prices for inclusion in the contract documents, and make reasonable adjustments in Project scope so that the total cost bid by the bidding subcontractors will not exceed the estimate.
18. To the extent known, the Builder shall identify all construction subcontractors who will perform work in excess of one-half of 1 percent of the construction price on the form attached hereto as **Exhibit B**. All construction subcontractors that are identified in the proposal shall be afforded all the protections of Chapter 4 (commencing with Section 4100) of Part 1 of the California Public Contract Code.

Following award of the design-build contract, the Builder shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work:

- a. Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the local agency, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
- b. Establish reasonable qualification criteria and standards.
- c. Award the subcontract to the lowest responsible bidder. The process may include prequalification or short-listing. The foregoing process does not apply to construction subcontractors listed in the original proposal.

VII. PROPOSAL REQUIREMENTS

Proposals will only be accepted from Builders who have been prequalified for this Project. Each proposal must be submitted in a sealed envelope clearly stating "Proposal For Design-Build Services" to:

Honey Lake Valley Recreation Authority
ATTN: Heidi Whitlock, Project Manager, HLVRA
c/o City of Susanville
66 North Lassen Street
Susanville, CA 96130

The total allowable length of all submission materials may not exceed 28 single-sided, standard 8 ½" x 11" pages. Each page shall be numbered. The proposal shall include the following:

1. Provide a one-page cover letter identifying Builder's Project Manager, signed by a person authorized to bind the Builder;
2. A concise statement of the services proposed, clearly labeled, "Design-Build Services, Community Swimming Pool";
3. A design and construction schedule to reflect key tasks for this Project, including anticipated delivery timeline;
4. Proposals shall include a Guaranteed Maximum Price ("GMP"). The GMP shall be comprised of a not-to-exceed price for all Phase 1 design services, and a not-to-exceed price for Phase 2 construction. Proposals shall include a cost breakdown by task including, and shall include a fee schedule for professional services. Each proposal shall include complete cost estimates for the work outlined in each phase below.
 - a. **Phase 1: Design.** Builder to provide i.) service proposal, ii.) fee schedule, and iii.) not-to-exceed price for the preparation of detailed plans and specifications along with permit-ready construction documents.

Deliverables will include permit-ready plans, material specifications, and inspection requirements and inspection schedule. Builder shall specify any third-party special inspection and/or testing along with cost estimates for said services. HLVRA may elect to hire an independent contractor or utilize the City of Susanville or County of Lassen to perform special inspection and/or testing. Plans and specifications shall conform to all applicable laws including, but not limited to, the City of Susanville Building Code and Lassen County Environmental Health Standard and shall use the City of Susanville's Standard Construction Details for work in the public right-of-way.

The fee schedule for Phase 1 shall each have a matrix showing: (a) Work Task, (b) Employee's Name or Title; (c) Hourly Rate, (d) Level of Effort (i.e. Hours), and (e) Total Fee. The Fee Schedule shall also include rates and charges for other direct costs such as testing, printing, travel, and additional services.

- b. Phase 2: Construction and Inspection.** Proposal for this phase to include i.) construction proposal, ii.) fee schedule, and iii.) not-to-exceed price based on the preliminary specifications provided with this RFP, the proposed design methodology, and anticipated materials. Builder shall be responsible for completion of all construction-related activities. Builder to be on-site at all times during construction phase. Builder to develop and monitor completion of final punch list while working with HLVRA's Representative, or designee. Contractor to schedule all inspections.

5. Provide estimated 15-year lifecycle costs for pool surface, pool decking, pool plumbing facilities, pool mechanical facilities, as well as estimated 15-year lifecycle costs for the required sanitary sewer facilities, onsite geothermal well, bathhouse roof, and parking surface.
6. Proposed staffing and assignment of key personnel;
7. Explain how and who will provide licensed architectural assistance and cost estimating support during project design;
8. A statement that the Builder agrees that aspects of the RFP and the proposal submittal shall be binding if the proposal is selected and the Contract awarded;
9. A statement that the Builder agrees to provide HLVRA with any other information determined necessary for an accurate determination of the Builder's ability to perform services as proposed;
10. A statement that the prospective Builder, if selected, will comply with all applicable rules, laws, and regulations of the State of California;
11. A certification that all statements made in the proposal and attachments are true and that this shall constitute a warranty; and

12. Additional Documents:

- Workers' Compensation Certificate
- Non-Collusion Declaration
- Subcontractor List

VIII. ADDENDA

HLVRA may revise the RFP by issuing written addenda. Addenda will be sent to the addresses or email addresses on file for Builders who have been prequalified for this Project . Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. HLVRA has no obligation or duty to communicate addenda to Bidders beyond the sending of addenda to the addresses given.

IX. BONDING

Each bid must be accompanied by a Bid Bond payable to HLVRA for ten percent (10%) of the total amount of the Bid. As soon as the qualifications have been received, and the Bid prices compared, HLVRA will return the bonds of all except the three (3) best-value bidders. When the Contract is executed, the bonds of the two (2) remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check payable to HLVRA may be used in lieu of a Bid Bond.

X. SELECTION PROCESS

HLVRA intends to procure the new swimming pool using the best-value method specified in Public Contract Code section 22164(f). HLVRA will consider the following criteria in selecting a Builder:

- a. Price (40%)
- b. The technical design and construction expertise of the proposed team (50%);
- c. Life-cycle costs over 15 years (10%);

HLVRA evaluate the proposals at the time they are received and reserves the right to request proposal revisions and hold discussions and negotiations with responsive proposers.

Any proposal may be withdrawn prior to the deadline for submitting proposals, or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No Builder may withdraw a proposal within sixty (60) days after the deadline to submit proposals. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between HLVRA and the selected Builder.

XI. CONTRACT AWARD

A Contract shall be let to the selected Builder upon successful negotiation of the Contract terms. If HLVRA is unable to negotiate a satisfactory agreement with the selected Builder within fourteen (14) days of selection, it may undertake negotiations with the next-rated candidate. HLVRA reserves the right to cancel an approved Contract due to non-performance or if the Contract exceeds the Guaranteed Maximum Price.

XII. PUBLIC RECORDS

Proposals provided in response to this RFP will become the exclusive property of HLVRA and subject to the California Public Records Act, Government Code sections 6250, et seq. Proposals shall be available upon request after the deadline for submitting proposals has passed. Those elements in each proposal which are trade secrets, as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," may not be subject to disclosure. HLVRA shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed required by law or by an order of the Court. A Builder that indiscriminately identifies all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event HLVRA is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential," "proprietary," or "trade secret," Builder agrees, upon submission of its proposal for HLVRA's consideration, to defend and indemnify HLVRA from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

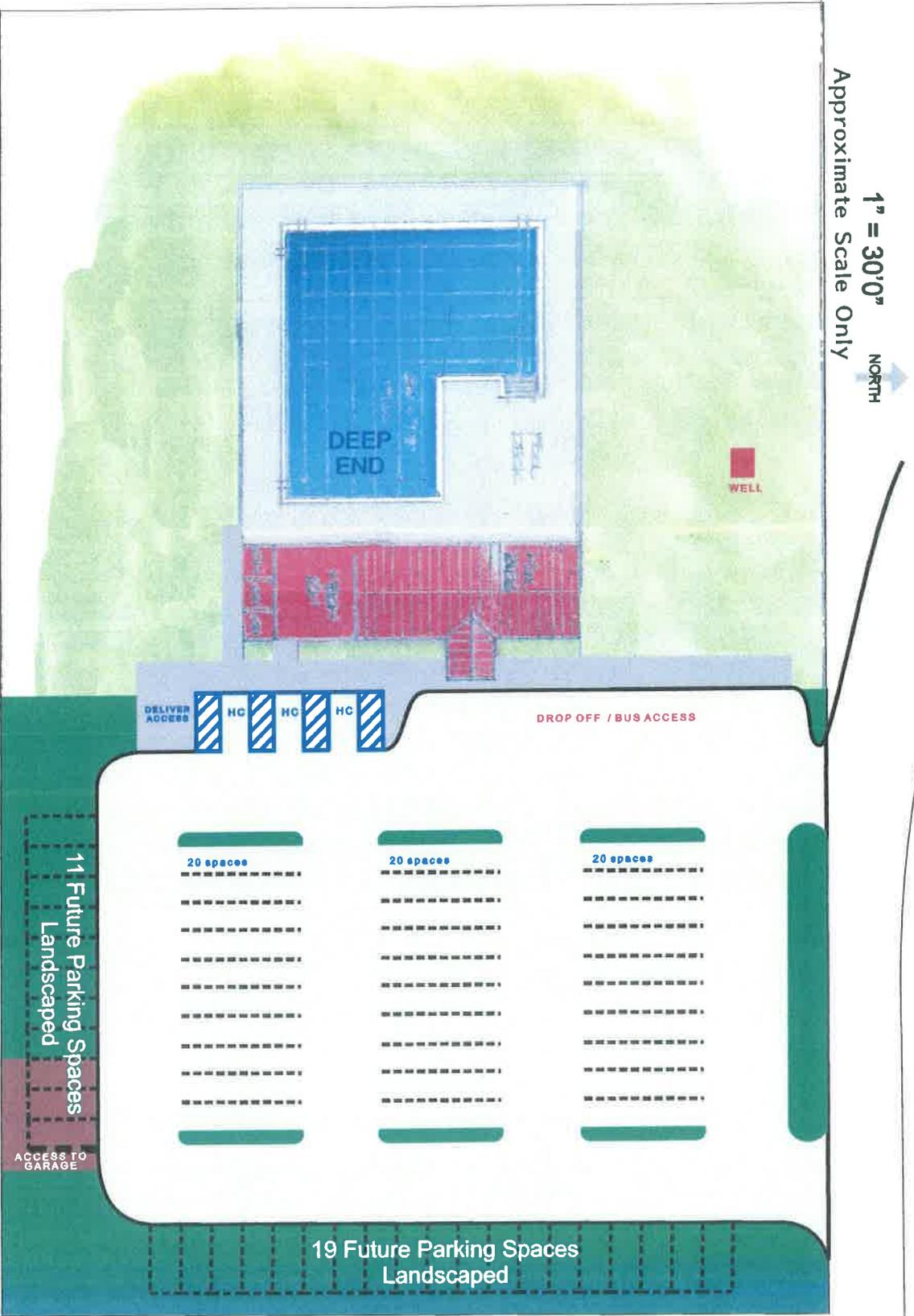
XIII. HLVRA'S RIGHTS, OPTIONS AND POLICIES:

HLVRA may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. HLVRA also reserves certain rights, including, but not limited to, the following:

1. Reject any or all of the proposals;
2. Issue subsequent RFPs;
3. Cancel the entire RFP;
4. Remedy technical errors in the RFP process;
5. Appoint evaluation committees to review qualifications or proposals;
6. Seek the assistance of outside technical experts in qualification or proposal evaluation;
7. Approve or disapprove the use of particular subcontractors;
8. Establish a short list of firms eligible for discussions after review of the RFP;

9. Negotiate with any, all or none of the firms;
10. Solicit best and final offers from all or some of the firms;
11. Award a contract to one or more firms;
12. Waive informalities and irregularities in the RFP;
13. Award without discussion;
14. HLVRA reserves the right to make a selection after review of the Proposals without oral interviews;
15. Determine not to enter into the Contract, if HLVRA is unable to secure Project funding to the HLVRA's satisfaction;
16. Add additional related work to the Project;
17. Delete items from the Project;
18. Determine that DVBE requirements do/do not apply;
19. HLVRA reserves the right to reject individual team members, firms, or subcontractors and request substitution prior to contract award; and
20. No compensation is offered for any work related to the selection process. Submissions are entirely voluntary. All original documents, including, but not limited to, electronic files, become the property of HLVRA.

EXHIBIT "A"



1" = 30'0" NORTH
Approximate Scale Only

SOUTH STREET

11 Future Parking Spaces
Landscaped

19 Future Parking Spaces
Landscaped

20 spaces

20 spaces

20 spaces

DELIVER ACCESS

HC

HC

HC

DROPOFF / BUS ACCESS

ACCESS TO GARAGE

SOUTH STREET

19 Future Parking Spaces
Landscaped

20 spaces

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EXHIBIT "A"

