

Attachment E

Price Proposal

Amended 9/17/2021

## ATTACHMENT E

# Price Proposal

In compliance with the RFP, the undersigned Design/Builder,

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*[legal name of Design/Builder]*

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*[address of Design/Builder]*

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*[telephone of Design/Builder]*

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*[federal taxpayer identification number of Design/Builder]*

having carefully examined the site(s) of the Project, the RFP and all attachments and appendices of the RFP, and having carefully examined the proposed Contract for Guaranteed Maximum Price or Fixed Price (Agreement) and the Owner's standard forms and other documents included or referenced in the RFP and any Addenda thereto, proposes and agrees, if this proposal is accepted, to enter into a contract with the Owner and to perform all of the services as set forth in the Agreement for the Design Services Price set forth below, and offers the following proposed compensation and other matters set forth below:

- a. Design/Builder's proposed Design Services Price, this amount being the lump sum, fixed price (including all costs, overhead and profit) amount to include in the Agreement is:

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_); and,

- b. Design/Builder's proposed overhead, expressed as a percentage of the Cost of the Work, for all Phase Two Services (excluding completion of the Detailed Design that is part of the Design Service Price) is

\_\_\_\_\_ percent (\_\_\_\_%); and

- c. Design/Builder's proposed fee, expressed as a percentage of the Cost of the Work, for all Phase Two Services (excluding completion of the Detailed Design that is part of the Design Service Price) is:

\_\_\_\_\_ percent (\_\_\_\_%).

The Design/Builder understands that the Owner reserves the right to reject any or all Proposals, and to waive any technicalities or informalities.

The Design/Builder agrees that this Proposal may not be withdrawn for a period of sixty (60) calendar days after the date and time fixed for receiving said Proposals.

The undersigned Design/Builder agrees that if it is notified in writing by mail, telegraph, facsimile or hand-delivery of the acceptance of this Proposal, via Notice of Award or otherwise, within sixty (60) calendar days after the date and time fixed for receiving said Proposals, the undersigned Design/Builder will execute, within three (3) business days of the date of the notice, a contract for the Phase One Design Services, Preliminary Consultation and Project Analysis, Preliminary Design and Detailed Design as set forth in the Agreement for the compensation amounts stated above.

The undersigned Design/Builder agrees to commence the Phase One Design Services under the Owner's form of contract within five (5) days (or sooner if possible) after its receipt of a written Notice to Proceed from the Owner.

The undersigned Design/Builder hereby acknowledges receipt of the following Addenda:

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***: [insert the number and date of each Addendum; if none, insert "None"]***

By submission of the Proposal, Design/Builder represents and warrants that:

- a. Design/Builder has read and understands the RFP and all attachments and appendices thereto and this Proposal is made in accordance therewith;
- b. Design/Builder has read and understands the Agreement including its terms and conditions for Phase Two construction of the Project;
- c. Design/Builder has visited, examined and inspected the site(s) of the Project, obtained first-hand knowledge of existing conditions; and,
- d. All facts stated in the Proposal are true and correct.

By submission of this Proposal, the Design/Builder certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other design/builder or with any competitor. The Design/Builder hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. Included as part of the Proposal is the Bid Bond, Design/Builder's Affidavit of Non-collusion and the Subcontractor's Affidavit of Non-collusion, all in the form, manner and number required by the RFP and applicable laws. The Design/Builder agrees to abide by all conditions of the RFP.

Respectfully submitted,

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*[typed name of Design/Builder]*

By:

*[seal]*

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*[signature of Design/Builder]*

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*[typed name and titles of Design/Builder]*

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*[address of Design/Builder]*

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*[business telephone of Design/Builder]*

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*[date of execution by Design/Builder]*

# Preliminary Cost Estimate – **Option 1**

*(All materials supplied by contractor)*

Item	Engineering	Construction	Total
RAS Improvements	_____	_____	
Aeration Improvements	_____	_____	
D.O. Control Loop	_____	_____	
UV Disinfection	_____	_____	
Tertiary Filtration	_____	_____	
Odor Control	_____	_____	
Internal Reuse System	_____	_____	
Base Estimate	_____	_____	
Contingencies	_____	_____	
Alternate 1 –Final Clarifier	_____	_____	
Alternate 2 – Roadway	_____	_____	
<b>OPTION 1</b>			
Total w/ Alternates	_____	_____	

# Preliminary Cost Estimate – **Option 2**

*(Items in Bold supplied by JWSC)*

Item	Engineering	Construction	Total
RAS Improvements	_____	_____	
Aeration Improvements	_____	_____	
D.O. Control Loop	_____	_____	
<b>*UV Disinfection</b>	_____	_____	
<b>*Tertiary Filtration</b>	_____	_____	
Odor Control	_____	_____	
Internal Reuse System	_____	_____	
Base Estimate	_____	_____	
Contingencies	_____	_____	
Alternate 1 –Final Clarifier	_____	_____	
Alternate 2 – Roadway	_____	_____	
<b>OPTION 2</b>			
Total w/ Alternates	_____	_____	

**\*Materials for this line item to be supplied by JWSC**