

**ON-CALL REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES FOR THE
*ATLANTIC BOULEVARD CORRIDOR
IMPROVEMENT PROJECT***



**CITY OF
COMMERCE**

**CITY OF COMMERCE, CALIFORNIA
PUBLIC WORKS AND DEVELOPMENT SERVICES
DEPARTMENT**

Approved for Publication:

S. Yang
for

**Maryam Babaki, P.E.
Director of Public Works and Development Services**

SUBMITTAL DEADLINE: MONDAY, DECEMBER 10, 2018 at 5:00 PM



On-Call Request for Proposals for
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OVERVIEW:

The City of Commerce is requesting proposals or Statements of Qualifications from its on-call consulting firms for the subject project. Your firm is selected as one of the pre-qualified firms to submit a proposal to the City.

The City is requesting proposals for the purpose providing comprehensive construction management and inspection services for the "Atlantic Boulevard Corridor Improvement Project." *Your firm is included for consideration based on the fact that your firm is on the City of Commerce's "On-Call" for construction management services.* The list below of proposed services includes, but is not limited to, the following:

- Able to meet and coordinate activities of the City's construction contractor
- Prepare and maintain timely construction schedules
- Able to provide public works and construction inspections
- Able to execute instructions to contractor under stressful conditions
- Able to liaison between the City and the contractor
- Able to create documentation in terms of public inspection reports, contract change orders, etc.
- Able to verify and process contractor invoices
- Able to verify contractor's employee payroll, safe working conditions, etc.
- Able to finish project's goals and develop a "punch-list."

The City's search for a qualified construction management team will be based on qualifications and experience, based on the submitted Statement of Qualifications (SOQ's).

PROJECT BACKGROUND:

The *Atlantic Boulevard Corridor Improvement Project* (Project) is a major street reconstruction and beautification project along Atlantic Boulevard from Washington Boulevard at the southern limit to Stevens Place at the northern limit that will improve mobility for trucks and vehicles, as well as reduce vehicle/pedestrian conflicts along Atlantic Boulevard.

The Project will consist of significant street pavement and reconstruction, comprising of the following: concrete sidewalk repair, curb ramp repair & installation, pavement excavation & reconstruction, street striping & markings, median island installation, landscaping & lighting, traffic signal street beautification, gateway monument sign, and other improvements as shown on the plans and specifications, which is provided as Attachment.



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The project was designed by the consulting firm of *BKF Engineers* (BKF).

The estimated construction cost provided by BKF is \$4.5 million.

The total field construction duration is 150 working days.

The construction is anticipated to start in early 2019.

The Project is funded under the Goods Movements Improvements mode by the Los Angeles County Metropolitan Transportation Authority (LACMTA) Call for Projects with local matching funds.

While the project does not have federal funds, regardless of funding source, the City follows the guidelines and procedures included in Caltrans Local Assistance Procedures Manual (LAPM) for the administration and management of the construction projects. Therefore, the selected shall manage the project in compliance with LAPM.

Atlantic Boulevard is a heavily travelled street, which also includes truck traffic. There are many driveways that serve adjacent businesses and parking lots along the corridor. Also, several crossing streets provide access to residential areas. The construction will have extensive impacts on parking, adjacent businesses and residents. Therefore, an effective public relations effort and program to keep public informed at all times and responding to public inquiries, comments, complaints effectively is an important task that the selected consultant is required to perform.

Selected consultant is also expected to make three (3) project information and progress presentations at City Council meetings, and at two (2) community meetings. In addition, the selected consultant shall inform the adjacent property owners of the construction activities in advance and provide advanced notices, which may be in the form of advanced construction notices (English and Spanish), as well as frequent construction progress updates.

The selected consultant shall provide necessary services and personnel to manage the project, including resident engineer, construction manager, construction inspection, materials testing and inspection, specialty inspection, funding management, labor compliance, contract administration, and other necessary tasks.

The selected consultant shall manage the project as an extension of City staff, and shall be responsible all necessary services to complete the project efficiently.



1) SCOPE OF WORK:

A.1 Project Scope of Services

The scope of services to be provided by the selected consultant includes:

1. **Pre-construction Phase.** The project has been bid out, and will be awarded to the lowest responsible contractor before the selection of Construction Management Consultant. The selected consultant will provide necessary services, which include coordinating with the Contractor pre-construction activities, pre-con meeting, review of submittals, review of plans and responding to questions and RFI's (including coordinating with the design engineer for necessary clarifications and responses), review of base line schedule that will be submitted by the contractor, and other activities as necessary.
2. **Construction Phase.** Provide necessary services and personnel to manage the project, including resident engineer, construction manager, construction inspection, materials testing and inspection, specialty inspection, federal funding and labor compliance, contract administration, and other necessary tasks. The main elements of services include, but are not limited to:
 - Providing necessary construction management, resident engineer, administration, inspections, materials testing and inspection.
 - Maintaining projects files and records.
 - Monitoring schedule.
 - Maintain Engineer's and Inspector's Daily Reports.
 - Managing and processing change orders and pay requests.
 - Managing, responding and processing RFIs and submittals.
 - Conducting construction and project progress meetings with contractor, city staff and stake holders.
 - Managing funding, including preparing required reports and reimbursement invoices to LACMTA.
 - Providing Labor Compliance.
 - Ensuring as-built drawings are properly maintained.
 - Conducting project walk-through(s) and preparing punch list(s).
 - Providing public relations and outreach services. The project is along heavily travelled, business and residential areas, and will have extensive impacts on parking, adjacent businesses and residents. Selected consultant is expected to make three (3) project information and progress presentations at City Council meetings, and at two (2) community meetings.



3. Construction Close-out Phase. This will involve services necessary to close-out the project after the field construction is completed, including:

- Preparing project close out, necessary documents, final invoicing, staff report for acceptance of project by City Council, presentation of report at City Council, preparation and filing of Notice of completion at the County Recorder's Office, preparation of final retention release invoice 35 days after NOC filing.

The selected consultant is required to manage the project in compliance with Caltrans Local Assistance Procedures Manual.

A.2 Project Staff

It is imperative that the key personnel providing the required services have the background, experience, and qualifications in similar projects. Project personnel providing these services are anticipated to include the following key management and technical staff positions:

- Contract Principal; Construction Manager; Resident Engineer; Inspectors; Office Engineer; Fund Management and Labor Compliance; Public Relations; Admin Support; Materials Testing and Inspection, Specialty Inspection.

The general scope of services and staff positions indicated above is provided for guidance to the Consultants for preparation of their Proposals. The Consultants shall include in their Proposals in detail, their approach, understanding and scope of services, and staff organization and qualifications demonstrating how they will manage the project efficiently and effectively.

2) PROCEDURAL APPROACH TO WORK:

- The Consultant will work as the City's consultant, and as such, will be perceived by the public as a City agent; therefore, the Consultant's staff must reflect the professionalism and courtesy of a public employee when dealing with the public.
- The Consultant will provide copies of all correspondence records, reports, electronic or digital data to the Public Works & Development Services Department, upon demand or request.
- The Consultant will invoice the Public Works & Development Services Department for services rendered in a manner consistent with City standards, as approved by the Finance Department.



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- Consistent with the authority vested in the law, the Consultant shall have decision authority consistent with and necessary for the timely and proper enforcement of the laws and ordinances assigned to the Consultant for enforcement, and such decisions shall be consistent with the working of the regulations.
- The Consultant shall provide its own office space and clerical support at its sole cost and expense.
- In no way shall the Consultant utilize City staff for any purpose, without prior consent from the City's executive management staff.

3) PROPOSAL FORMAT / REQUIREMENTS FOR SOQ's:

Firms shall insure that at a minimum the following items are included within the SOQ for consideration by the City:

Technical and Fee Proposals shall be submitted in separate envelopes in the formats specified below.

B.1 Technical Proposal

Technical Proposal shall be limited to maximum 40 pages (excluding proposal front and back covers, table of contents and section dividers), and shall be submitted in the format specified below:

Table of Contents: Provide table of contents with reference page numbers for proposal sections below.

1. Cover Letter:

This section should include a summary of relevant highlights/strong points and experience of your project team. Indicate the name, address, telephone number, title, and signature of the firm's contact person for this proposal.

2. Project Specific Approach, Scope of Work:

This section should include the proposer's understanding of the project, approach and scope of work to provide the requested services in an efficient manner in compliance with Caltrans LAPM.

3. Proposed Project Specific Staff:

This section should include a project organization chart showing proposed staff members and any subconsultants, and resumes of key project persons. Project personnel providing these services is anticipated to include the following key management and technical staff positions: Contract Principal; Construction Manager; Resident Engineer; Inspectors; Office Engineer; Fund Management and



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Labor Compliance; Public Relations; Admin Support; Materials Testing and Inspection, Specialty Inspection.

4. Similar Projects and References:

Provide a list of similar projects where your firm and proposed project staff have provided similar services. Also provide 3 Public Agency references for similar projects and services.

B.2 Fee Proposal

For the scope, staffing and fee, the following shall be assumed:

- Pre-construction Phase: 20 working days
- Construction Phase:
 - Field Construction: 150 working days
 - Allowance for extended work hours, night time and weekend work: Equal to 20 working days
 - Allowance for rain and unexpected delays: Equal to 20 working days
- Project Close-out Phase: 40 working days

Provide your fee using the table format below:

PROJECT FEE TABLE			Project RE (Resident Engineer), Project Manager (as needed)			Construction Manager (full time)			Inspector (full time)			Office Engineer (full time)			Other Support Staff (List staff classifications as necessary)			TOTAL FEES
Pre-Construction Phase	20	Work days	Hrs	Hrly Rate	Tot Fe	Hrs	Hrly Rate	Tot Fe	Hrs	Hrly Rate	Tot Fe	Hrs	Hrly Rate	Tot Fe	Hrs	Hrly Rate	Tot Fe	
Construction Phase - Field Construction	150	Work days																
Construction Phase – Allowance for extended work hours, night time and weekend work	20	Work days																
Construction Phase – Allowance for rain and unexpected delays	20	Work days																
Project Close-out Phase	40	Work days																
In addition to the above fees, please provide fees for the following tasks. Please provide sufficient breakdown of each fee showing staff classification, hours and hrly rates. If any of these fees are included as part of your fees in the above tasks, please indicate so.			Fee for Public Relations and Community Outreach															
			Fee for Managing Funding, including preparing required reports and reimbursement invoices to LACMTA															
			Fee for Labor Compliance															
			Fee for Attendance at 3 project information, progress presentations at City Council meetings, and at 2 community meetings															



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Optional Task: Fee for Materials Testing and Inspection and Specialty Inspection Services (Based on final decision, City at its sole discretion may use the selected consultant to provide these services, or may use one of the on-call geotechnical firms to provide these services under direct contract with the City.)	
Fee for Reimbursables and any other costs not included in the above fees (provide breakdown of fee)	
TOTAL OF ALL FEES LISTED ABOVE	

4) SUBMITTAL FOR STATEMENT OF QUALIFICATIONS (SOQ's):

Interested firms shall submit one (1) original, three (3) copies, and one (1) electronic PDF file of their SOQ to the City by **5:00 p.m. on MONDAY, DECEMBER 10, 2018**. SOQ's shall be directed to:

City of Commerce
ATTN: Office of the City Clerk
2535 Commerce Way
Commerce, CA 90040

Original must be clearly marked "ORIGINAL."

Inquiries should be directed online on the City of Commerce's *PlanetBids* website:
<http://www.ci.commerce.ca.us/index.aspx?NID=281>.

Upon release of this RFP, all consultant communications concerning the overall RFP should be directed to the *PlanetBids* website noted above. Any oral communications will be considered unofficial and non-binding on the City. Consultants should rely only on written statements issued in this RFP and any Addendums.

5) METHOD AND CRITERIA FOR EVALAUTION AND SELECTION:

The consultants will be selected by means of a dual selection process (evaluation of SOQ's followed by an interview of those short-listed).

The City will review all SOQ's and will develop a short-list of the most qualified consultants, based on relevant project experience, organizational structure, staff qualifications and resources, and what is most advantageous to the City.

Criteria used to determine the most qualified may consist of the following: demonstrated understanding of the project, prior experience in relation to similar work done, qualifications of the assigned individuals, acceptability of service capabilities, fee structure and cost effectiveness of the proposal, reference checks, etc.



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City will rank the responding consultants and select the most qualified consultant. The proposals will be evaluated based upon several factors, which may include:

Evaluation Criteria	Max Points
Project specific understanding and approach.	30
Similar specific project experience, and Qualifications of proposed project specific staff.	40
Experience in providing similar services as staff extension to Agencies, where the consultant has managed similar projects with minimal assistance from City staff.	30
Total Points	100

6) MISCELLANEOUS:

a) Modification or Withdrawal of Submittals

Any SOQ received may be withdrawn or modified prior to the SOQ submittal date by written request to the City by the prime consultant.

b) Property Rights

SOQ's received become the property of the City.

c) Confidentiality

Prior to award of a contract, all SOQ's will be designated confidential. After award of a contract, the associated SOQ become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the City. Any language purporting to render any portion of the SOQ to be excluded from public review will be regarded as non-effective and will be disregarded.

d) Addendum to Request for Proposals / Qualifications

The City reserves the right to amend the RFP Notice by addendum before the final RFP submittal date.



e) Non-Commitment of the City

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of an RFP for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

f) Insurance Requirements

For the duration of the contract, the consultant must procure and maintain insurance against loss of property. The cost of such insurance is the consultant's responsibility. The City of Commerce is to be named as additional insured with respect to the services being provided.

1. General Liability – Minimum \$1,000,000 per occurrence, \$2,000,000 general aggregate.
2. Automobile Liability – Combined single limits of \$1,000,000 per occurrence.
3. Workers' Compensation – Statutory requirements and benefits of no less than \$1,000,000.
4. Professional Liability Insurance – Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, specifically to include work under this agreement.

The insurer must be a California-admitted surety or an insurance company listed by the State Insurance Commissioner and shall have a rating in the latest AM Best's Rating Guide of "A" or better, Class VI or better, or be treasury listed for the size of risk undertaken.

The City reserves the right to review, then accept or reject the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and its limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification whereupon City may incur increase risk.

If Consultant cannot provide proofs of insurance described above, then said Consultant may (1) submit a faithful performance and material bond in the amount of \$6,000,000 with the City of Commerce as the bond holder, **or** (2) deposit with the City a full amount of \$6,000,000 to be fully refunded to Consultant upon the



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completion and termination of the contract. Any monetary interest earned above the deposited \$6,000,000 will not be refunded.

In no way shall the City assume any liability committed by the Consultant or any of its agents and shall hold the City harmless throughout the course of the Agreement or contract.

g) Americans with Disabilities Act

The Consultant shall assure the City that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Section 12101 et seq.).

h) Conflict of Interest Concerning Consultant(s)

Prospective consultants shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Prospective consultants shall also list current clients who may have a financial interest in the outcome of this contract.

i) Subcontracted Services

The consultant's organization and all associated consultants and sub-consultants must be identified at the time of the proposal. If the consultant wished to use a sub-consultant not specified in the proposal, prior written approval must be obtained from the agency. If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

j) Business License Requirement

For the duration of the contract, the consultant (including all of its subcontracted consultants) is required to procure a current and unexpired City of Commerce Business License. Said license can be obtained at the Business License Division in the Finance Department.

k) References

The City reserves the right to check references not only for those stated in the RFP but also references from the City's consultant evaluation reports. Reference information provided in the RFP found to be in error may be reflected as a reduction in your evaluation score.



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l) Expenses Incurred

The City shall not be liable for any pre-contractual expenses incurred by any Consultant. Pre-contractual expenses include any expense incurred in preparing an SOQ and negotiating any terms with the City. Each Consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP.

m) Withdrawal of RFP

The City has the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the consultant that is best qualified and responsive in the opinion of the City.



EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED



EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not commence work under this Agreement until all insurance required of Consultant have been obtained. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

Consultant shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each occurrence; property damage limits of \$1,000,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors And Omissions Insurance Coverage

Consultant shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate.

3. Worker's Compensation

Before execution of the Agreement, Consultant shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".



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Consultant shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by Consultant.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement, except for workers compensation and professional liability. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. Cancellation Clause

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled until 30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of the certified letter. A ten (10) day written notice to City shall apply to non-payment of premium. Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein

6. Severability Clause

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer

All policies of insurance shall be issued by an insurance company acceptable to City and authorized to issue said policy in the State of California.

8. Approval of Insurer

The insurance carrier providing the insurance shall be chosen by Consultant subject to approval by City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums

All premiums on insurance policies shall be paid by Consultant making payment, when due, directly to the insurance carrier, or in a manner agreed to by City.



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10. Evidence of Insurance and Claims

Consultant shall promptly furnish the City all renewal notices and all receipts of paid premiums. In the event of loss, Consultant shall give prompt notice to the insurance carrier and City. City may make proof of loss if not made promptly by Consultant.

4835-1502-4154, v. 1

**END OF
ON-CALL REQUEST FOR PROPOSAL**

