



City of Pleasant Hill, California

Request for Proposals (RFP) for
Comprehensive Project and Construction
Management Services for New Library

Issued August 14, 2017

Proposals Due September 11, 2017

1. INTRODUCTION

The City of Pleasant Hill (City) is seeking proposals from firms interested in providing comprehensive construction management services to the City throughout the design and construction of a new library. This request for proposals (RFP) describes the background, scope of services, required content of proposals, selection criteria, and proposal submission instructions and schedule.

2. BACKGROUND

Located in Contra Costa County, Pleasant Hill is a vibrant, progressive city rich in educational resources, recreational opportunities, and community events. Significant resources have been invested and continue to be dedicated to building and maintaining a thriving downtown and beautiful community. Located 20 miles east of San Francisco and a few miles west of one of Northern California's major landmarks, Mount Diablo, the City is approximately eight square miles in area and has a population of over 33,000. Incorporated in 1961 and primarily developed over the following 20 years, some of the City's public facilities and infrastructure are beginning to need renewal and replacement.

Contra Costa County has historically provided library facilities and services in each of the County's cities. The Pleasant Hill branch of the County library system, located at 1750 Oak Park Boulevard, is the most heavily used branch in the County, with more than 1,200 visitors per day on average. The Pleasant Hill branch library building is nearly 60 years old and is nearing the end of its useful life. Pleasant Hill residents approved a half-cent sales tax measure in November 2016 to fund capital improvements, including improvements to streets and storm drains and construction of a new library building expected to cost \$15 to \$20 million.

The library project site is approximately 2.7 acres located at 1700 Oak Park Boulevard. The City is in the process of hiring an architectural firm to design the building, and anticipates that the selected architect will begin work in fall 2017. The City is planning to use a design-bid-build approach and expects that the project will be completed by late 2020 or early 2021.

3. SCOPE OF SERVICES

The City is interested in retaining a firm to provide comprehensive project and construction management services including, but not limited to, those listed below. The project and construction management firm will be responsible for serving as the City's representative and overseeing the work of the architect, builder, and subcontractors to ensure that the library is completed in conformance with the City's scope, quality, schedule, and budget requirements. The construction management firm will work under the direction of the City Manager or their designee.

Project Management

- Assist the City in clearly defining the scope of the library project.
- Establish detailed project management and construction management plans that clearly define roles, key tasks, schedule, and project management tools to be used.
- Update the plans tasks and schedule throughout the project.

- Monitor the project schedule, report deviations to the City, and resolve schedule issues.
- Create a realistic project budget reflecting all construction and non-construction costs, including permit fees, site preparation, utilities, design services, construction costs, inspection services, equipment costs, furniture and fixtures, and project contingency.
- Coordinate the communication and work of the project team, including the City, architect, builder, and subcontractors.
- Provide recommendations and facilitate, as needed, City decisions regarding the project.
- Assist the City in implementing appropriate risk management mechanisms, including insurance and bonding requirements.
- Assist the City in coordinating with other organizations, such as utilities and permitting agencies, to secure all necessary services and approvals.

Oversight of Architect

- Coordinate with all relevant regulatory agencies to obtain all permits and approvals required for the project regarding architectural work.
- Administer the contract between the City and architect.
- Work with the architect to create a building information model.
- Work with the architect to ensure that the design stays within budget.
- Work with the architect to ensure that the design process stays within the agreed timeline.
- Work with the architect to ensure the constructability of the design.
- Conduct independent cost estimates to corroborate the estimates prepared by the architect.
- Perform quality control of all architectural deliverables (including those of subcontractors), such as plans, drawings, and specifications, to ensure quality, completeness, and appropriateness.
- Review and make recommendations to the City regarding requests for payments from the architect.
- Attend public workshops and meetings as needed.

Oversight of Builder

- Coordinate with all relevant regulatory agencies to obtain all permits and approvals required for the project regarding construction work.
- Administer the process to select the builder.
- Represent the City in reviewing and executing a contract with the builder.
- Administer the contract between the City and the builder.
- Conduct regular meetings with owner (City), architect, and builder and/or use other appropriate mechanisms to enable regular, timely, effective communication, decision making, and problem resolution between the parties.
- Oversee all aspects of the builder's work (including that of subcontractors), including site preparation and construction, to ensure that the project is being constructed in accordance with the contract and drawings.
- Review installation of systems and interiors to ensure they work properly and as designed.

- Oversee the change order process, including reviewing and negotiating change orders for accuracy and fairness and making recommendations to the City regarding acceptance.
- Facilitate resolution of field problems.
- Review and make recommendations to the City regarding requests for payments from the builder.
- Facilitate the completion of punch list items.
- Facilitate procurement and installation of furniture, fixtures, and equipment.
- Supervise and verify building commissioning.
- Provide the City with a complete catalog of as-built drawings, warranty information, and building operation and maintenance manuals.

Project Close Out and Move In

- Assist the City in arranging move in.
- Oversee the placement of furniture and equipment to ensure conformance to plans.
- Assist in the resolution of any move-in or furniture and equipment issues.

4. CONTENT OF PROPOSALS

Any firm interested in proposing to provide the City with comprehensive project and construction management services for a new library must submit a proposal organized as outlined below. Proposals shall not exceed 25 pages including any attachments (staff resumes do not count toward the page limit). Any proposal that does not contain the information outlined below will not be considered.

Transmittal Letter

The proposal must contain a transmittal letter, signed by an official authorized to commit the firm to contracts, including the name, mailing address, email address, and phone number of the firm’s primary contact person for the proposal.

Experience and Qualifications

The proposal must contain a summary of the firm’s and proposed staff member’s qualifications and experience successfully providing a scope of services similar to that sought by the City on a similar project. The proposal should specifically contain the following information:

- A brief description of the firm including its history, location of headquarters, overall size, services, location of the office in which the scope of services will be performed, size of that location, and services of that location.
- A summary of the relevant experience (within the past five years, providing services similar to those sought by the City on a comparable project) of the office in which the scope of services will be performed.
- A summary of the relevant experience (within the past five years, providing services similar to those sought by the City on a comparable project) and other qualifications of the specific staff member(s) proposed by the firm to work on this project.

Approach to Work

The proposal must describe the firm's envisioned approach to the work and strategies for successfully providing the scope of services and delivering the project in conformance with the City's requirements. The proposal should also address the firm's and specific staff member(s)' workload and capacity to perform the scope of services.

Legal Issues and Conflict of Interest

The proposal must provide a listing of any pending investigations, claims, or enforcement actions against the firm and a listing of any existing or potential conflicts of interest regarding this project.

References

Among the projects noted in the Experience and Qualifications section of the proposal, the firm must identify five clients that would be willing to provide a reference. Include the name and contact information of an appropriate individual with each client that would be willing to serve as a reference.

Fee Proposal

The proposal must describe the firm's normal fee structure and hourly rates for this type of scope of services.

5. SELECTION CRITERIA

A City evaluation team will evaluate each proposal relative to the criteria listed below. The firms judged to have submitted the best proposals will be invited to make a presentation to the City.

- Whether the proposal contains the required content.
- The experience and qualifications of the firm and the staff that would specifically be assigned to work with the City.
- The firm's approach to the work.
- Legal issues and conflicts of interest.

The City will identify the best qualified firm based upon the presentation to the City, references, and fee proposal.

6. PROPOSAL SUBMISSION INSTRUCTIONS AND SCHEDULE

Firms must submit five hard copies and one electronic copy of their proposal to:

City of Pleasant Hill
Attn: Library Project and Construction Management RFP
100 Gregory Lane
Pleasant Hill, CA 94523

amurray@pleasanthillca.org

The anticipated schedule for the selection process is shown below. The City reserves the right to make changes to the schedule.

| | |
|---------------------------------------|----------------------------|
| Release of RFP | August 14, 2017 |
| Deadline for Submission of Questions | August 28, 2017 |
| Proposal Deadline | September 11, 2017 |
| Presentations by Firms | Week of September 25, 2017 |
| Identification of Best Qualified Firm | October 9, 2017 |

To ensure fairness in the selection process, all questions or requests for information related to this RFP must be submitted via email to Andrew Murray, Assistant City Manager (amurray@pleasanthillca.org), by the Deadline for Submission of Questions. Responses to all questions or requests for information that have been submitted by the deadline shall be shared with any interested firm upon that firm's request. Proposals must be received no later than 5 p.m. Pacific (Daylight Savings) Time on the Proposal Deadline. Proposals received after that time will not be considered.

7. OTHER INFORMATION

The City reserves the right to reject any proposal received, to negotiate a contract with any qualified firm, or to cancel the process. All proposals and material submitted to the City will become the property of the City. The City is not liable for any costs incurred by a firm in the preparation and submittal of its proposal.

The City's standard Agreement for Professional Services, attached for reference as Attachment A, will serve as the starting point for contract negotiations.

ATTACHMENTS

A – City's Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the ____ day of _____, 201__, by and between the City of Pleasant Hill ("City") and _____, ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

[Insert description of services to be provided]

OR

"Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than _____.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed _____ without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing

the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6 Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant will not:

- a. make a governmental decision whether to:
 1. approve a rate, rule, or regulation;
 2. adopt or enforce a law;
 3. issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

4. authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. grant City approval to a contract that requires agency approval and to which the City is a party, or to the specifications for such a contract;
6. grant City approval to a plan, design, report, study, or similar item;
7. adopt, or grant City approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

b. serve in a staff capacity with the City and in that capacity participate in making a governmental decision as defined in 2 California Code of Regulations (“C.C.R”) § 18704(a) and (b) or perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code under 2 C.C.R. § 87302. (2 C.C.R. § 18700.3.)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

[If more appropriate, you may want to use the following language in place of the second sentence above: "The primary provider of the services called for by this Agreement shall be _____, who shall not be replaced without the written consent of the City."]

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies. To the

extent that any portion of the following requirements are satisfied through excess or umbrella coverage, such coverage shall be maintained on the same terms as are required for the primary policies under this Agreement.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

[If the Consultant does not have any employees, add the following to the end of subparagraph i.: "This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit __."]

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. 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.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants.

The amount of this insurance shall not be less than two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

20. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

CONSULTANT:

June W. Catalano
City Manager

By: _____

Title: _____

Business License # _____

APPROVED AS TO FORM:

ATTEST:

Janet E. Coleson
City Attorney

City Clerk

Attachments: Exhibit A – Blanket Endorsement

Exhibit B - Additional Insured Endorsement

Revised 07/09

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is _____ entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 200__, at Pleasant Hill, California.

[Add Consultant's name and title]