

DESERT RECREATION DISTRICT
Located at 455 Oasis Street, Indio, CA 92201

NOTICE INVITING REQUESTS FOR PROPOSALS

For
Construction Management and Inspection Services for
Construction of 5 acre Park in North Shore, CA

ATTN: Troy Strange, Director of Planning and Public Works

Each proposal shall include a letter of transmittal, signed by an authorized representative of the

QUESTIONNAIRE REGARDING BIDDERS

Bidder has been engaged in the contracting business under the present name of _____
_____, since _____ (Date).

Present business address is _____

Federal Tax ID _____ Amount of Bid \$ _____ 6 _____ 2m]3Tw ()Tj 0 Tw 26.75 0 Td (

DESERT RECREATION DISTRICT

Request for Proposal (RFP)
December 2015

Construction Management and Inspection Services for
Construction of 5 acre Park in North Shore, CA

Introduction

The Desert Recreation District ("District" "DRD"), formerly Coachella Valley Recreation and Parkway District, was created in 1950. It was established under authority of the California Public Resources Code Sections 5780 et seq. to administer park facilities and provide recreation program services. The District is the largest recreation district in California (over 1,800 square miles). The District's broad territory stretches from Rancho Mirage (Abb Hope Drive) east to the Salton Sea and includes the incorporated cities of Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and a portion of Rancho Mirage. Additionally, the District includes the unincorporated communities of Thermal, Mecca, North Shore, Bermuda Dunes, Thousand Palms, Indio Hills, Vista Santa Rosa, Oasis, and 100 Palms.

The District is issuing this Request for Proposal for Construction Management and Inspection Services for construction of 5 acre Park in North Shore, CA. (f-5.8(r)5 0.7(-5.28r0.7(s)M)-7.7(e)-6o75)-3(s)-b(s)-b(s)(n)2.2(1)

Term and Timeline

The term and time line will be determined and set forth in the Agreement Exhibit "A".

Experience and Qualifications

Consultants shall demonstrate the following minimum qualifications:

- x Extensive experience with Parks and Recreational Facility projects for Government and Public Agencies
- x The designated manager for this project must be a Certified Construction Manager and provide proof of certification.
- x Consultants must read and comply with the additional federal requirements here. The Construction Management and Inspection Services are to be funded with CDBG grant funds and thus all proposals must meet the additional requirements of federal law and regulation for the use of such funds

Proposal Components

Your proposal should include the following components:

1. Cover Letter- The cover letter shall introduce the Consultant and summarize its qualifications. The cover letter should also contain the location of the firm's home office and names, titles, addresses and telephone numbers of the individual(s) assigned to the project.
2. Description of Proposed Services This section is to provide an outline of the Consultant's approach, recommended scope of services and detailed timeline for completing the project generally described above as well as meeting federal requirements.
3. General Description of the Firm & Experience The Consultant shall provide a general



similar to those required by the District within the past 5 years. Please do not include information on projects that are not similar in scope and character to the proposed project.

SELECTION PROCESS

Proposals will be evaluated by a selection committee, which may be comprised of District staff members, outside experts and project designers/participants. The method of selection will be based on the quality and responsiveness of the proposal to the criteria and considerations set forth below.

1. Demonstrated competence and professional qualifications necessary for satisfactory performance of the services required by the District, including compliance with public policy and contractor integrity, financial and technical resources. 20% 1.0 Td ()Tj EMC27

EXHIBITA

Scope of Work

I. INTRODUCTION

The Proposed North Shore Community is located at 70

C. The Consultant shall provide qualified inspectors to perform continuous onsite construction inspection. The inspectors shall report directly to and shall receive their assignments directly from the Construction Manager. The District reserves the right to approve Construction Inspectors.

D. The Consultant shall provide building project inspection services during the construction phase to monitor all construction activities including infrastructure improvements, site road improvements, site work, structural, architectural, mechanical, plumbing, electrical, landscape and other work as assigned. The inspector(s) shall verify and certify that all aspects of construction conform to all applicable building codes, ordinances and the project plans and specifications. The inspector(s) shall monitor material application and methods of construction for quality assurance. The inspector shall have knowledge of Federal and California OSHA safety orders and procedures and shall file the Construction Manager and Contractor of potential areas of concern that may cause liability exposure to the District. The Inspectors shall track and ensure the contractor is keeping accurate field documentation.

E. Construction Inspectors shall be certified Inspectors (CBO certified and/or other related required certifications) and the Consultant shall maintain daily logs.

G. The District requires a Construction Manager to be devoted to this Project. He/she shall be available to the Department of Public Works each day the Project is under construction. The Construction Manager shall be present at the Project site or at the field office each day the Project unless approved by the District. The Construction Manager shall provide emergency contact information.

H. The Construction Manager shall be responsible to provide professional supervision and adequate staffing at all times.

I. The District will not accept a remote office, offsite project construction management, inexperienced staff, or insufficient personnel to adequately carry out the work.

J. The Construction Manager shall collaborate with the District and other Project participants in the interest of maintaining the Project budget, schedule and minimizing claims. There will be a kick-off meeting and weekly meetings. Meetings shall be attended by the Construction Manager and staff as requested by the District, at no additional cost to the District. All meetings are to be held at the Administrative Office, located at 4505 Oasis Street, Indio, CA 92201 and are subject to change.

K. Construction Manager and Inspector's Duties and Responsibilities

During the construction phase of the Project, the Construction Manager shall assume primary responsibility for the performance of duties to achieve the successful completion of the project. The Construction Manager shall be the District's Construction Field representative for the project and be responsible for coordinating the efforts of contractors, subcontractors, architect, engineers, inspectors,

of Directors and other ancillary boards upon request by District staff. The Construction Manager and Inspector duties shall also include responsibility for:

Pre-Construction

1. Plans and Specifications Review

- x The Construction Manager shall review the Architect's project plans and specifications for contract administration. The Construction Manager shall review the architect's estimate and evaluate the estimate. In addition, he/she will complete constructability review of the construction documents and submittals including specifications at 100%.

2. Pre-Bid Conference

- x It is the District's desire to obtain the services of a Construction Manager prior to selecting a contractor for the Project. The Construction Manager shall participate in pre-bid conference(s) with potential bidders, subcontractors and District, to assist the District and Architect in clarifying any questions that may arise during the bidding process. Request for Bid and Addenda shall be issued only by the City.

3. Post Bidding Evaluation

Construction Manager shall do the following:

- x Assist the District in evaluating bids and bidders.
- x Review and evaluate details of contract documents (including but not limited to the following: (a) General Conditions, (b) Specifications, (c) Drawings, (d) Addenda, (e) Request for Proposal, (f) Bid, (g) Contract Documents, (h) Change Orders, (i) Payment Schedule, (j) Dispute Resolution, (k) Insurance, (l) Performance and Payment Bonds, (m) Subcontractor Agreements, (n) Material and Labor Agreements, (o) Other documents related to the project).

District Prepare and process all change orders and supporting documentation in accordance with District standards and procedures. Assist the District to process and obtain all reviews and approvals of all change order work from state, county and local reviewing agencies. Identify and track those change orders attributable to the errors and omissions of the Architect. Recommend to the District and the Architect necessary or desirable changes in the work or schedule.

7. Estimating

In cooperation with the Architect and the District, revise and refine the approved estimates of construction costs, develop budget reports and forecasts as needed and maintain accurate cost accounting records. Reconcile the Construction Manager's estimate with that prepared by the Architect and report results to the District. During the construction phase, and in cooperation with the Architect and the District, prepare cost estimates for additional work resulting from negligent errors or omissions in the Architect's construction documents or from the District or contractor-requested changes in the work. Prepare estimates for contractor-generated requests for changes in the work and/or material and equipment substitutions.

8. Project Milestones & Construction Schedule

Establish project milestones with the District and the Architect for the contractor to attain during the construction phase. These phases shall have time liquidated damages associated with them if the contractor does not attain them. Review construction schedule including sequences and duration, schedule of submittals and delivery schedule. Review contractor's update and revisions as may be required to reflect actual progress of work.

9. Contractor Claims Analysis

Maintain detailed records of project progress for District's use in the analysis of potential contractor claims. In the event any claim is made or any action brought during the term of the Consultant agreement in any way relating to the construction of the project, assist the District, including the preparation of written reports with supporting documentation in an effort to resolve the disputes.

regular monitoring and frequent inspection of work to determine progress and conformance with contract documents.

- x Coordinate removal and replacement of incorrect or defective installed materials.
- x Perform daily field observation of contract work.
- x Review the results of laboratory, shop, and mill test reports of materials.
- x Document all independent testing and record results.
- x Prepare and maintain a daily Project log of all events, including man power, equipment, construction progress, visitors, weather, changed conditions, accidents and other significant events.
- x Read and study project specifications, plans and drawings to become familiar with the Project prior to inspection; ensures that structural architectural changes, including changes to mechanical, electrical, and plumbing systems have been stamped and approved by the appropriate authority; and periodically check record drawings for accuracy and updates.
- x Oversee special inspections such as masonry, structural steel and welding, and concrete, and technical inspections such as electrical, mechanical, landscaping, welding, soil testing, concrete and asphalt mixes, and reinforcing steel, checking test results for conformance to specification requirements.
- x Issue inspection notices and notices of non-compliance to contractors on incorrect construction methods or materials.

1.5 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 2. COMPENSATION District hereby agrees to pay Consultant a sum not to exceed _____ notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. District shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be only payments from District to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to District in the manner specified herein. Except as specifically authorized in advance by District, Consultant shall not bill District for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information as applicable:

- x Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- x The beginning and ending dates of the billing period;
- x A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- x At District's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- x The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder necessary to complete the work described in Exhibit A
- x Receipts for expenses to be reimbursed;
- x The Consultant's signature.

2.2 Monthly Payments District shall make monthly payments, based on invoices received, y.8(e56.3-Of

has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to the District. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Consultant and available or applicable under this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

... 4.1 Workers' Compensation Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claim-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

... 4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-retention shall not exceed \$150,000 per claim.

4.3.2 Claimsmade limitations. The following provisions shall apply if the professional

shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

- 4.4.3 Notice of Reduction in or Cancellation of Coverage A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the Insurer. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to the Insurer.

each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Variation. Contract Administrator may approve in writing a variation in the

Section 8. DISPUTE RESOLUTION, TERMINATION AND MODIFICATION.

- 8.1 Termination. District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

- 8.2 Extension. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require

The Parties have executed this Agreement as of the Effective Date.

DESERT RECREATION DISTRICT

CONSULTANT

Kevin Kalman, General Manager

Attest:

Delia Granados, District Clerk

Approved as to Form:

Elizabeth Martyn, General Counsel

Additional Federal Requirements

Whereas, the work under this Agreement is subject to

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 157 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses." Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. Rights to Data and Copyrights. Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. Clean Air Act (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq), as amended. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the

access to the work area, as well as all books, documents, materials, ~~papers~~ records of the Consultant or Contractor, and any ~~sub~~consultants or ~~sub~~contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, ~~and~~ any consultants or sub-