



**REQUEST FOR PROPOSALS (RFP)  
FOR CONSTRUCTION MANAGEMENT SERVICES**

**FOR**

**V1: West Vista Way Sewer  
(CIP NO. 8077)**

**Issue Date: January 24, 2018**

**Pre-Proposal Meeting: January 31, 2018 at 10:00 AM  
Vista Conference Room, 2<sup>nd</sup> Floor of City Hall  
200 Civic Center Drive, Vista, CA 92084**

**Submittal Deadline: February 28, 2018 at 2:00 PM**

**Prepared by: Alfred Pedroza, PE**

# **REQUEST FOR PROPOSALS**

## **Construction Management of V1: West Vista Way Sewer (CIP 8077)**

### **I. INTRODUCTION**

The City of Vista (City) is soliciting proposals from qualified professional Construction Management (CM) consulting firms to provide construction management, construction inspection and material testing for the V1: West Vista Way Sewer project (Project). This RFP includes a description of the proposal requirements, criteria for selection, and the scope of services to be provided by the CM consultant.

Consultants may submit a proposal as a single firm with in-house capabilities or as a primary consultant with sub-consultants in order to provide “full service” construction management, inspection and testing services. For specialized work for which the prime consultant will require a sub-consultant, the prime consultant will serve as an administrative liaison between the City and the sub-consultant. The prime consultant mark-up for sub-consultants shall not exceed five percent (5%).

The work generally consists primarily of construction management/resident engineering, inspection services, and materials testing for the installation of 1,230 linear feet (LF) of open cut 15-inch diameter PVC sewer main, 730 LF of open cut 12-inch diameter PVC sewer main, 620 LF of open cut 10-inch diameter PVC sewer main, 885 LF of open cut 8-inch diameter PVC sewer main, and 660 LF of tunneled 15-inch diameter sewer main in a 48-inch diameter casing at the intersection of West Vista Way and Emerald Drive in the City of Vista.

The selected CM firm shall demonstrate acute knowledge and experience in all facets of sewer pipeline construction including open-cut construction deeper than 15 feet, MTBM shaft construction, design and construction of sewer bypass, manhole construction, trenchless construction (microtunneling), traffic control, and street reconstruction.

### **II. BACKGROUND AND PROJECT DESCRIPTION**

The City of Vista adopted a Sewer Master Plan Update in 2008, which identified the V1 project as the highest priority for the City to upsize to meet current and future wastewater flows. This project will upsize sewer pipelines on West Vista Way between Nettleton Street and Grapevine Road including a section of sewer on North Emerald Drive north of West Vista Way, and a section of sewer on Huff Street north of West Vista Way. A portion of the sewer main on Brass Lane at the intersection of West Vista Way will also be replaced.

All work that will affect traffic on West Vista Way and Emerald will need to be conducted at night. Microtunneling may occur during daytime working hours. An approximate schedule of the major milestones includes:

Advertise Construction Contract	July 2018
Open Bids	August 2018
Award Contract	October 2018
Anticipated Construction	180 Working Days

A. *Plans and Specifications.* A design set of plans and specs are available for review without charge, and are located on the City of Vista’s web site at:

<http://www.cityofvista.com/business/public-meetings-bids-contracts>

and clicking on the link to ebidboard under the “Request for Proposals” section.

B. *Additional Resources.* The Consultant shall review existing data during the proposal phase to determine the necessary level of effort required to successfully complete the project.

C. *Site Visit.* The Consultant shall visit the location of the project on their own. A site visit will not be provided by the City of Vista.

### III. PROPOSED SCOPE OF SERVICES

The CM firm shall provide the following services:

#### Pre-Award and Pre-Construction Services

- Provide an evaluation and recommendation of the apparent low bidder.
- Prepare a preconstruction agenda and attend the pre-bid meeting.
- Perform a thorough review of project design 100 percent design documents to become familiar with the project.
- Assist City in answering construction (non-design) related questions received during the bid period.

#### Mobilization

Pre-Construction Meeting. Schedule, notify appropriate parties, and conduct an initial pre-construction meeting with the Contractor. Prepare and distribute preconstruction minutes to attendees and other parties. The pre-construction meeting shall cover, as a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, requests for clarification, progress payments, prevailing wage requirements, change orders, safety issues, emergency response requirements, and other pertinent topics. Provide opportunities to have the Contractor's questions answered. Collect from the Contractor the submittal items required to be submitted at the pre-construction meeting.

#### Correspondence, Reports, and Other Forms of Communication

Document Standards. Prepare project correspondence and other forms of communication in accordance with industry standard document control and management procedures.

Document/Tracking Control. Manage the receipt, logging, control, tracking, and timely processing of project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process, non-compliance, work to be completed, and other tracking logs as requested. Archive all documents and correspondence related to the project.

Records. Maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.

#### Site Conditions and Progress Visual Documentation

Pre-Construction Video. Coordinate and review the Contractor's video recording of preconstruction site conditions prior to beginning any construction operation. Confirm existing conditions within the limits of the work in adjacent areas and along access and haul roads. The Contractor's documentation shall clearly depict the pre-existing conditions of public and private improvements, including, but not limited to, street, drainage, utilities, landscaping, and irrigation improvements. Compare Contractor's pre-

construction site surveys to the site surveys performed under this scope of work. Note any discrepancies and resolve issues. Describe in memorandum, submitted prior to the beginning of any construction operation, pre-existing damage identified within the limits of work and along access and haul roads. Meet with owners of pre-existing damage to document and confirm existing conditions. Document any damage to public and private improvements incurred during construction operations and meet with owners immediately following discovery of damage to resolve repair requirements and responsibilities.

Progress and Other Photos. Maintain a digital photographic library of significant construction activities. Include new piping and structures, relocated utilities, and connections to existing facilities. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Incorporate photographs taken by others into the overall photo documentation record of the project.

### Meetings

Weekly to Monthly Construction Progress Meetings. Schedule and conduct construction progress meetings with the Contractor and the City. Provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other Contractors, status of change orders, submittals and RFIs, safety issues, OSHA visits and citations, and other topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings and include identified action items. Review the meeting minutes with the Contractor and obtain the Contractor's concurrence with the content. Distribute the minutes to the attendees within three calendar days of the meeting.

Other Meetings. Attend other construction-related meetings as requested by the City.

### Shop Drawing and Submittal Reviews

Submittal Reviews. Review each submittal received from the Contractor for conformance with the requirements of the drawings and specifications. Check each submittal against the Contractor's schedule for potential impacts. Coordinate required reviews of submittals with the City of Vista Construction Manager and the Design Engineer (KEH & Associates). Submittals of materials and other specified items are to be reviewed by the Design Engineer. Distribute submittals to appropriate reviewers with dated transmittal letters.

Submittal Log and Status of Submittals. Log, route, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals and reviews. Review with the Contractor the status of submittals at the weekly construction meeting using the submittal log and the master submittal list.

### Plan and Specification Interpretation and Control

Requests for Information (RFI). Coordinate the RFI log. Review and respond to Contractor RFI. Make every effort to review and provide appropriate response to RFI prior to involving the Design Engineer. Distribute RFI to appropriate staff and coordinate timely response. Review answers and prepare formal response to Contractor within five calendar days of receipt of response, or as needed to meet schedule requirements. Respond in writing to Contractor questions from a reasonable review of the drawings and specifications for clarification items. Record changes in the record specifications and plans.

Requests for Changes in Design. Review and respond to requests for design revisions by the Contractor. Responses to requests for design revisions require prior written approval from the City and/or Design Engineer. Revisions in design may take the form of value engineering (VE) and shall require extensive research, evaluation, and recommendation from the Design Engineer. Provide written recommendations, as required.

Field Orders. Initiate and review field orders when a change in the work is needed to maintain the design intent. Issue the field order to the Contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record specifications and plans. If required, follow-up with a change order within 14 calendar days of mutual agreement with Contractor on pricing and conditions.

Substitution Requests. Coordinate evaluation of "or-equal" or product substitution requests with the Design Engineer, the City, vendors, manufacturers, and others. Prepare evaluation and recommendation for "or-equal" or product substitution request.

Record Drawings and Specifications. Update continually the plans and specifications as the work progresses. Incorporate modifications and changes from all sources, such as submittals, RFI, VE, field orders, extra work, and change orders. Compare the record drawings and specifications with the Contractor record drawings and specifications monthly.

SWPPP. Enforce Storm Water Pollution Prevention Program (SWPPP), prepared by the Contractor and signed by a Qualified SWPPP Developer, and maintain documentation as required by the State of California Water Board on behalf of the City. Monitor implementation of the SWPPP by a Qualified SWPPP Practitioner and maintain documentation as required on behalf of the City.

### Construction Management Administration

Management. Oversee and coordinate construction management services as required by the progress of the work. Prepare reports, letters, and memoranda; conduct meetings and prepare meeting minutes; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor; coordinate subconsultants, testing, and specialty services; review daily inspection notes and identify and resolve nonconforming items; notify the City of significant problems and

discrepancies; interpret drawings, specifications, and reference standards; monitor construction activities and schedules; proactively recommend solutions to avoid project delays; resolve constructability problems; coordinate connections and operations; prepare change orders; review and notify the Contractor of test results; investigate claims; perform inspections; review the Contractor's project record drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and all other duties related to construction management as requested by the City.

Resolution of Day-to-Day Construction Issues. Lead resolution of day-to-day construction issues raised. Coordinate with the City, Design Engineer, and Contractor on technical issues and concerns, as well as interpretation of the design documents. Interface with the Design Engineer for resolution of technical issues, processing of change order requests or design changes to suit actual conditions encountered in the field.

#### Baseline Schedule and Schedule Updates

Work with the Contractor to meet the milestones on the baseline gantt chart schedule, developed by the Contractor. Updates to the schedule shall be included in the monthly progress report.

#### Progress Payments

Monthly Review. Conduct monthly schedule and progress payment meetings with the Contractor and coordinate and update the record drawings at this meeting. The result of the meetings shall be the progress payment estimate and the baseline schedule. Coordinate the review of the Contractor's monthly progress payment request with City staff and prepare a recommendation stating the proper amount of payment. Use the Schedule of Values and actual quantities installed as a basis for the recommendation.

Prepare monthly progress reports for City staff. Progress reports shall include:

- A summary of the weekly reports for the month
- A summary of the main accomplishments over the previous month
- Highlight any unresolved issues discussed during the weekly meetings
- A summary of current construction activities
- Photographs of representative project activities
- A summary of progress payments, change orders, disputes, submittals, RFIs and Notices of Noncompliance
- Identification of key problems, action items and issues and include recommendation for solutions
- Overall Contractor's conformance to the contract schedule and quality requirements
- Schedule updates

#### Change Order Management

Identify and Track Changes. Identify and track potential changes to the work. Prepare, log, and monitor Contractor or City initiated changes to the work, extra work, and change orders.

Requests for Cost Proposals. Request cost proposals from the Contractor for extra work and assist with negotiation of final cost.

Justification of Extra Work or Change. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives and resolution recommendation for action by the City.

Prepare Change Orders. Prepare and submit change orders in the City's format to the City for written approval within seven calendar days of the finalization of negotiations.

### Claims Management

Identify and Track Claims. Identify, prepare, log, and monitor Contractor potential claims. Report verbal and written claims immediately to the City. Coordinate claims with the City's Construction Manager, City Engineer, and City Attorney.

Resolution Alternative. Prepare written explanation of each claim with full background of issues, proposed resolution alternatives, and resolution recommendation for action.

Negotiate and Resolve Claims. Assist and support the City in resolving claims and disputes, including written responses to Contractor and private parties, giving depositions, assisting with dispute resolution, arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, design services for replacement of damaged work, and services made necessary by Contractor default. Negotiate claims to an agreed conclusion.

Private Party Claims. Investigate claims for damages by private parties and respond in writing within two calendar days of receipt of the claim. Coordinate the written response with the City's Construction Manager and City Engineer.

### Quality Assurance

Inspection of the Work. Provide inspections as necessary to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Inspect construction activities, which are identified in the contract documents to be performed at night, weekends, and/or holidays.

Reports. Prepare reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for the delays, and deficiencies. Prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements.

Revisions to Contractor's Methods. Discuss appropriate revisions to the methods and procedures used in performing the work. Inspectors may not authorize extra work or



approve of work that deviates from the contract documents. Any deviations must be authorized through the RFI process.

Deviations in the Work. Advise the City's Construction Manager and the Contractor of deviations in the work and document any deviations. Record deviations that are not corrected and immediately deliver a Notice of Non-Compliance to the Contractor. Perform necessary follow-up to resolve Notices of Non-Compliance. Include unresolved Notices of Non-Compliance on substantial completion punch lists. Track all deviations to specifications and drawings for use in preparing as-built plans. Immediately notify the City if any safety violations are observed.

Pipeline Shutdowns and Bypassing. Coordinate necessary pipeline shutdowns and bypassing to complete connections to existing facilities.

Tunneling Monitoring. Provide technical expertise including full time tunneling monitoring during construction of sewer tunnel.

Water Quality Monitoring Services. Provide a trained storm water quality/erosion control specialist (QSP or QSD certified) to assist the City of Vista Storm Water Quality Department with monitoring construction site BMPs and erosion protection devices.

#### Material Testing Services

General Requirements. Provide specialized services for geotechnical testing, coating testing, materials testing (concrete and asphalt concrete), and corrosion protection testing. Schedule sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the American Society for Testing and Materials (ASTM). The standards shall be applicable to the class and nature of the articles or materials under review unless otherwise stipulated in the project specifications, or authorized in writing by the City. Coating testing shall be conducted by NACE certified coating inspectors.

#### Startup, Closeout, and Acceptance Services

Operation Testing Plan. The operational testing plan shall be developed in consultation with the City, Design Engineer, Contractor, and all appropriate vendors. Review and recommend the operational testing plan. Coordinate the testing of the pipelines and facilities with the City, and assist Contractor's personnel as required during the startup phase.

Punch List. Prepare detailed project punch lists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the City and other parties. Provide certification of Contractor's compliance on work items specifically requested by the City. Verify that work, testing, cleanup, and Contractor demobilization are complete.

Final Walk-Through. Schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the City.

Recommended Acceptance. Recommend acceptance of the work in writing in preparation for issuance of the Certificate of Substantial Completion and/or Notice of Completion.

Closing Out Contract. Take the lead in negotiating and closing out the construction contract. Prepare the memorandum to the City recommending acceptance of the project and the Notice of Completion.

Final Project Records and Documents. These records must be turned over to the City upon completion of the project.

#### Post Construction

Operations and Maintenance Materials. Deliver the Operations and Maintenance Manuals and any spare parts and equipment upon acceptance of the project by the City.

Record Drawings Certification. Review and certify that the Contractor's project record drawings are complete and accurate. Provide the drawings to the Design Engineer.

Final Payment. Recommend final payment in the form of release of retention to the Contractor in accordance with contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Obtain Unconditional Waiver of Lien as appropriate from the Contractor prior to recommending final payment.

#### Extended Services (by separate fee request)

Extended Services. Provide other miscellaneous specialty services as required during construction. Miscellaneous specialty services, which may be required, include, but are not limited to: mechanical, electrical, structural, and civil supplemental engineering design; witness testing; factory inspections; and air quality monitoring services.

## **IV. CITY RESPONSIBILITIES**

The City will be responsible for the following:

1. Providing plans and specs for the project.
2. Preparing and processing requests to the City.
3. Advertising and awarding construction contract.
4. Paying fees for permits.
5. Provide current and projected sewer flows.

## V. COORDINATION

Coordination with the City, other Consultants and other involved agencies will be required. Agency coordination may include, but is not limited to Vista Irrigation District (VID), City of Oceanside, Caltrans, and other agencies as appropriate.

The City will decide the manner in which the project coordination is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require agreement, such agreement shall be coordinated through the City.

## VI. PROJECT PROGRESS

The Contract shall begin upon approval by the City, and the Consultant shall commence work after notification to proceed by the City.

The Consultant is advised that any recommendation for contract award is not binding on the City until the Agreement is fully executed and approved by the City.

## VII. PROPOSAL

A. *Schedule.* The City's schedule for the selection process is as follows:

1. City Releases RFP	January 24, 2018
2. Pre-proposal meeting (non-mandatory)	January 31, 2018 at 10:00 AM
3. Deadline for questions	February 7, 2018 at 4:00 PM
4. Addendum Release	February 14, 2018
5. Proposals Due	February 28, 2018 at 2:00 PM
6. Consultant Shortlist (if needed)	March 14, 2018
7. Consultant Interview (if needed)	April 4, 2018
8. Notice of Consultant Selection	April 11, 2018
9. Complete Negotiation of Agreement	April 25, 2018
10. Council Award	June 12, 2018

All dates are subject to change

All questions must be submitted via email to Alfred Pedroza, [apedroza@cityofvista.com](mailto:apedroza@cityofvista.com). Phone call questions will not be accepted. Answers to all submitted questions will be provided in an addendum.

The City reserves the right to extend the date by which proposals are due.

*Requirements.* In order to maintain uniformity with all proposals furnished by the Consultants, the City requests that the proposals be limited to a maximum of fifteen (15) single-sided 8.5" x 11" pages, excluding cover letter, front and back covers, section dividers and resumes. 11" x 17" single-sided foldouts may be used for **graphics only** and will count as one page. Proposals shall include the following elements:

1. COVER LETTER – A cover letter shall summarize key elements and guarantee that key personnel will be committed to perform the required tasks throughout the duration of the contract. The cover letter shall be limited to two (2) pages and shall include a contact name, email, phone number and full address for the Consultant. The cover letter shall include a statement that the Consultant can meet the City’s insurance requirements and is prepared to execute the Professional Services Master Agreement as written, and will not make any changes to the project team without authorization of the City. In cases, where a team member voluntarily leaves a firm, the Consultant shall provide the City a proposal for a substitute team member subject to the approval of the City.
2. COMPANY INFORMATION
  - a. Identification of Responder;
  - b. Legal name and address of the company (partnership, corporation, joint venture, etc.);
  - c. Identification of the parent company (if applicable);
  - d. Addresses of offices located in San Diego County;
  - e. Number of employees in San Diego County;
  - f. Name, title, address and telephone number of person to contact concerning the proposal.
3. PROJECT UNDERSTANDING AND APPROACH – Discuss the Consultant’s understanding of the project, and any suggestions or special concerns that the City and the Consultant should address for a successful project. Provide a narrative rendition of the technical and management approach proposed for this project. Indicate proposed phasing and sequencing of major tasks that will minimize traffic impacts along W. Vista Way and Emerald Drive. Show how all required tasks are to be completed within the project duration.
4. PROJECT TEAM AND ORGANIZATION CHART
  - a. Describe project organization, including identification and responsibilities of key personnel.
  - b. Indicate roles of prime and all sub-consultants.
  - c. Provide a discussion of the experience of the Construction Manager and other key staff members that would be involved with this project.
  - d. Provide resumes of the Construction Manager, Resident Engineer, Inspector and other key staff members who will work on this project. The resume shall include relevant experience, education, licenses, and certifications. The resume for each individual shall not exceed one (1) page in length. Resumes shall be included as an appendix to the main document.
  - e. Describe proposed line-of-communication between the City, prime team members, and sub-consultants.

5. EXPERIENCE

- a. Provide a brief description of consultant's experience in completing similar construction management projects within the last 5 years.
- b. Provide a detailed discussion of specialized experience in completing scope of required services listed above, including night work, sewer bypasses, and traffic control.
- c. Provide three (3) projects of similar size and scope related to Microtunneling in which your firm has completed within the last 5 years. Projects currently being performed may be submitted for consideration. Project information should include a brief project description, agency or client name, their telephone number(s), the year of project completion, and the project construction cost.
- d. Identify team members proposed for this project and their roles on the representative similar projects.

6. REFERENCES – The Consultant shall provide a minimum of three (3) references for similar projects for the prime firm. At least one reference shall be from the projects listed in Item 6.c of EXPERIENCE. At a minimum, each reference shall include the client's name and location, number of projects completed for the client, client contact name and phone number.

7. EXCEPTIONS TO RFP – Provide a statement that the Consultant has read, understands, and takes no exception to the RFP or the terms of the City's Standard Consulting Agreement, attached as ATTACHMENT "A". If the Consultant does take exception(s) to any portion of the RFP, the specific portion to which exception is taken shall be identified and explained.

8. ADDENDA TO THE RFP – Provide a statement that the Consultant has received all addenda, and include the addendum numbers and dates.

9. APPENDIX: DETAILED SCOPE OF SERVICES

- a. Provide a detailed scope of work containing any additional services or tasks the Consultant sees as necessary for the successful completion of the project. The scope of work shall include any information required to further clarify the scope of work included in the RFP.
- b. Provide a project schedule, including stages of work, time frames, and ability to perform the required services in a timely manner. Assume a construction period of 334 calendar days.
- c. Provide a breakdown of the number of hours for each staff classification (including both professional and administrative classifications) as they relate to each task identified in the Scope of Work.

10. STANDARD HOURLY BILL RATES AND WORK PLAN – TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

- a. The Consultant's Standard Hourly Billing Rates for all classifications of staff likely to be involved in the project shall be included along with the mark-up rate for Night Work, non-labor expenses and sub-consultants.
- b. Billing – The City requires that all billing for work done by the end of billing period be submitted to the City on a monthly basis. Each billing shall be submitted with a status report describing work performed. Payment will be approved only after a completed status report has been approved by the City.
- c. Overtime Pay - List procedures used for applying overtime rate for non-exempt employees. Indicate the normal hours of work and overtime rate for non-exempt employees.
- d. Cost Loaded Work Plan - A cost loaded work plan shall be provided. It shall include a breakdown of labor hours and proposed cost by employee billing classification, together with the cost of non-labor and sub-consultant services. The labor breakdown shall be based on a listing of work tasks that correlates with the Consultant's defined scope of services for the project proposal, by task. In addition, an estimate of all direct costs such as materials and reproduction costs shall be provided. There will be no adjustments in an increase in the hourly rate.

11. All copies shall be signed by an individual or, if a corporation, a corporation officer with the power to bind the company or corporation to its proposal. To be considered, all proposals shall be completely responsive to this RFP.

Four (4) hard copies (one original and three copies) and one electronic PDF copy of the consultant's qualifications must be submitted, with all copies having been signed by an official with the power to bind the company in its proposal and must acknowledge the RFP has been read and understood. To be considered, all proposals shall be completely responsive to the RFP.

Proposals shall be delivered no later than 2:00 PM on Wednesday, February 28, 2018 to:

Drop-off Location:

City of Vista  
City Clerk's Office  
Attn: Mr. Tony White  
200 Civic Center Drive  
Vista, CA 92084

Mailing Address:

City of Vista  
City Clerk's Office

Attn: Mr. Tony White  
200 Civic Center Drive  
Vista, CA 92084

Faxed and email copies will not be accepted.

**A non-mandatory pre-proposal meeting will be held at the City of Vista, Vista Room, located on the second floor, on Wednesday, January 31, 2018 at 10:00 AM.**

### **VIII. CRITERIA FOR SELECTION**

The City's consultant evaluation and selection process is based on Qualifications Based Selection (QBS) for professional services. An evaluation committee appointed by the City Engineer will review the proposals. The criteria and weight for evaluating the proposals submitted will be as follows:

1. 15% - Relevant local experience and reputation of the consulting firm, including a verification of data and references.
2. 15% - Local experience and credentials of key personnel assigned to the project.
3. 10% - Understanding of project objectives and scope of work as evidenced in the written narratives and oral interview.
4. 25% - Experience with projects of similar nature.
5. 15% - Staffing capabilities demonstrating that the present workload of the firm and the availability of staff for the project will remain sufficient throughout the duration of the contract.
6. 15% - Consultant's past record of performance in similar projects related to control of costs, quality of work, and adherence to schedule.
7. 5% - The City's prior experience with the Consultant.
8. Fee Schedule (separate sealed envelope) - The fee schedule of the top ranked consultants will be opened at the conclusion of the consultant evaluation and selection process. Fees will not be used to determine the ranking of the consultants. The City may interview a short list of top ranked qualified consultants or proceed directly to negotiating the final fee schedule with the top ranked consultant. The ultimate consultant selection will be based upon both technical merit and value to the City.

**All responding Consultants are required to be registered on eBidboard.**

## **IX. ESTABLISHMENT OF FEES**

The Consultant shall be paid based upon hourly rates and unit costs for services rendered as negotiated. The City limits mark up for sub-consultants and direct costs to 5%. Hourly rates shall be based on work occurring in the 2018 calendar year. Proposed rates shall clearly correlate with the names and classifications of staff likely to be involved with the project. This project is subject to prevailing wages.

There will be no compensation to the Consultant for hours expended due to the Consultant's errors and omissions. There will be no adjustments including an increase in the hourly rate.

## **X. METHOD OF PAYMENT**

The City requires that all billing for work done by the end of billing period be submitted to the City on a monthly basis. Each billing shall be submitted with a status report describing work performed. Payment will be approved only after a completed status report has been approved by the City. Each invoice shall show the Purchase Order Number, include a detailed breakdown of the services, the tasks, the hours, the personnel and staff type who worked on the project, and hourly rates. A maximum of 5% markup will be allowed for sub-consultants and reimbursables.

## **XI. CONSULTING AGREEMENT**

A sample Standard Consulting Agreement is enclosed for review, as Attachment "A". The RFP and the Consultant's Proposals will be attached and become part of the Agreement as exhibits.

Any subsequent changes in the RFP from the date of issuance to the date of submittal will result in an addendum by the issuing office to those parties who have provided the proper notice of interest in responding to the RFP.

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the principal proposer.

Please refer to the sample agreement for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement. The insurance certificate shall include the City of Vista and the Buena Sanitation District, its officers and employees as insured or additional insured.



## **XII. ASSIGNED REPRESENTATIVES**

The City will assign a responsible representative to administer the contract, and to assist the Consultant in obtaining information. The Consultant also shall assign a responsible representative (Project Manager), who shall be identified in the proposal. The Consultant's representative will remain in responsible charge of the Consultant's duties from the Notice-to-Proceed through project completion. If the Consultant's Project Manager should be unable to continue with the project, then the Consultant shall notify the City's representative in writing. The City's representative shall first approve any substitution of representatives or sub-consultants identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract. This breach of contract will not apply if the Project Manager leaves the Consulting firm.

## **XIII. RIGHT TO REJECT PROPOSALS**

The City reserves the right to delay the project or reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant or cancel this RFP in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City of Vista become the property of the City.

## **XIV. DISCLOSURE**

All proposals become the property of the City unless a return is specifically requested as specified in the following section. The City is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the City of Vista if litigation results.

## **XV. LATE, MODIFIED, OR WITHDRAWN PROPOSAL**

Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and it was sent by mail, and it is determined by the City that the late receipt was due solely to mishandling by the City after receipt at the City; or it is the only Proposal received.

Any modification of a proposal, except a modification resulting from the City's request for "best and final" offer, is subject to the same conditions as the initial submission.

Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by the consultant or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior the posting of Notice of Intent to Award of contract award.

**ATTACHMENT “A”**  
**Standard Consulting Agreement**