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CITY of EL CAJON

Public Works



REQUEST for STATEMENT OF QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES:

JOHNSON AVENUE SEWER RELIEF PROJECT

SOQ NUMBER: PW NO. 01-13
JOB NUMBER: WW3250
DUE BEFORE: 5:00 PM, May 23, 2013

CITY OF EL CAJON
NOTICE INVITING STATEMENT OF QUALIFICATIONS

SOQ: Construction Management: Johnson Avenue Sewer Relief Project WW3250,

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**CITY OF EL CAJON
REQUEST FOR STATEMENT OF QUALIFICATIONS
JOHNSON AVENUE SEWER RELIEF PROJECT**

MINIMUM QUALIFICATIONS

The City of El Cajon is currently seeking a statement of qualifications from qualified Construction Management firms for oversight of final design and management of pipeline construction. Minimum qualifications are:

Project Manager/**Certified Construction Manager (CCM);**

CM Firm must have a principal with a current State of California Civil Engineering License;

Depending on the source of funding review weekly Certified Payrolls and coordinate with Contractor to facilitate any changes needed to be in compliance with Federal and State guidelines.

Observe all construction and coordinate observation of special construction including excavation, backfill, existing utility crossings and all piping and connections to existing facilities.

Report any changes or discrepancies in existing conditions with the plans and specifications.

Monitor and report trench dewater activities including quantities, ground water quality, contaminated ground water treatment efforts, and ground water disposal.

Monitor and report observation for contaminated soils handling, temporary storage and disposal as per the requirements of the RWQCB.

Monitor and report ground settlement conditions.

Perform photographic documentation of construction activities in digital format.

Observe and record all major materials delivery to the site to document their accordance with the specifications and approved shop drawings.

Coordinate with Contractor and City approved construction monitors to verify compliance with the MMRP. Observe and report Contractor's mitigation activities, review weekly monitoring reports and field verify compliance with the MMRP and the construction contract documents.

Monitor the Contractor's SWPPP activities and verify compliance with installation and maintenance of BMP's required by the contract documents.

Check traffic control daily to insure that traffic control is set in accordance with approved traffic control plans.

Coordinate with Caltrans' inspectors to insure that work is performed in accordance with the Caltrans encroachment permit.

Provide special inspections, if needed, and not required of the contractor.

Update project red lines during construction, Contractor red lines and update record drawings.

3. Construction Management

Provide construction management services including the following:

Manage the process of pre-qualifying general contractors with assistance from the City and the design engineer.

Assist the City with the bidding process, selection of the contractor and contract award.

Develop a list of project risks with the relative severity and probability of affecting the schedule, scope or project costs with assistance from the City and Design Engineer.

Develop and maintain a risk management register that tracks mitigation strategy and risk management responsibilities.

Qualifications

Qualifications of the firm or individual team members shall demonstrate the experience and expertise in performing similar work such as large diameter wastewater pipelines, scope and size with similar challenges, including past projects that have the same or similar requirements such as jack & bore applications, contaminated ground water treatment and disposal, contaminated soil management, and deep/large diameter pipelines, etc._

Individual resumes should reference projects similar in requirements, size and scope.

The Construction Manager shall be a currently Certified Construction Manager (CCM).

Any information contained in independent performance reviews (to be included in the Appendices) to verify quality of work and ability to meet expectations will be viewed as supporting information and will be rewarded with extra credit. Simple written quotations attributed to clients will not be viewed as supporting information unless it is contained in a signed statement from the client.

Include any independent performance reviews or client "de-briefs" as an attachment in the Appendix. Inclusion of independent **Performance Reviews** in the appendix **qualifies for additional scoring credit.**

All firms choosing to respond will submit a Statement of Qualifications as outlined above. The submittals will be reviewed, scored and ranked. The top firms receiving the highest scores will be invited to participate in **STEP 2** of the selection process. At the City's option, the top ranked firms may be invited for a group meeting before proceeding to **STEP 2**.

STEP 2: PROJECT APPROACH, FEE PROPOSAL and PRESENTATION **(8 maximum allowable pages excluding the Appendix, covers and tabs)**

Fee Estimate organized and outlined in concert with the scope of work to be provided by the City at the conclusion of **STEP 1**. Estimate may include a range of fees for certain tasks when a high and low range can define available choices in service. The City will provide a formatted spread sheet to be used for the fee estimate.

Project Approach

The project approach shall include a narrative of how the Consultant plans to execute the work and shall be sufficiently detailed describing tasks, sequence of work and responsibility assignments for key team members to meet the needs of the scope of work shown above.

Fee Estimate

The fee estimate will be used to negotiate a contract with the selected firm. The fee estimate shall include tasks identified in the **Project Approach** described above, along with the estimated fee for each task including labor classifications, hours and unit cost per class with an estimate of reimbursable costs. Note any assumptions or qualifiers used to prepare the estimate and note any exceptions to the standard form agreement enclosed herewith.

Presentation

Each of the top ranked firms will be invited to an interview to present their approach and fee estimate.

Evaluation and Selection

Prospective firms proposing to provide these professional services will be evaluated and ranked according to El Cajon Municipal Code (ECMC) Section 3.22.040. The City, however, will not disclose its ranking system. Prospective firms shall submit their responses in the format as outlined above. Submittals that do not follow the prescribed format will be considered as non-responsive and will not be considered. The statement of qualifications shall not exceed the page limits outlined above; although, resumes, commendations, performance reviews, section

divider tabs, back and cover, along with any signed Addendums, may be included to supplement the proposal and will not be considered in the page count.

Selection of the top ranked firm will be based on a combined rating of Step 1 and Step 2. The final selection will be the firm who, in the Selection Committee's opinion, is the most capable firm after considering qualifications, experience, approach, and creativity as stated in the SOQ and within the City's budgetary constraints.

As part of the selection process, the City will negotiate project costs and scope of work in accordance with Municipal Code Chapter 3.22.40.C., Selection Procedures.

The final proposal from the selected Consultant, as recommended by the Selection Committee, will be subject to the approval of the City Manager and City Council.

Other Documents Available On The City's Website:

<http://www.ci.el-cajon.ca.us/dept/works/>

1. Preliminary Design Report: Johnson Avenue Sewer Relief Project
2. Mitigation, Monitoring and Reporting Program: Johnson Avenue Sewer Relief Project

GENERAL CONDITIONS

progress, fail to deliver within time specified therein, or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

11. TERMINATION FOR CONVENIENCE — The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination at the unit or pro rate price for the delivered and accepted

APPENDIX A

- a. The public improvements portion of a subdivision project is less than \$50,000;
or

5. PUBLIC RIGHT-OF-WAY

An applicant for permit(s) to do work within the public right-of-way may establish satisfactory proof of liability insurance in the following manner:

a. CONTRACTORS

Contractors must furnish the City with a certificate of liability insurance, which meets the requirements set forth above and any other City requirements contained in this policy.

b. HOMEOWNERS / PROPERTY OWNERS

Homeowners/Property owners requesting a permit to do work within City

d. PUBLIC UTILITIES

This policy as it relates to work in the public rights-of-way shall not be applicable to Cable TV, Helix Water District, Padre Dam Municipal Water District, SBC, San Diego Gas & Electric, or any other public utility.

e. TRANSPORTATION / OVERSIZE LOADS – PERMITS – See Chapter 10.24 of the El Cajon Municipal Code.

TIME LIMITS / CANCELLATION PROVISIONS

All liability insurance required pursuant to this policy shall provide coverage for a sufficient time period to protect the City from liability. The insurer is required to provide a minimum of a thirty (30) day-notice of cancellation of any policy. With the approval of the City Attorney (except as provided in section 4, herein) this obligation may be reduced to not less than ten (10) days written notice, but only for termination due to the non-payment of any premium. In no event shall a policy be accepted which terminates prior to the completion of the activity to be covered.

In certain circumstances, it may be impracticable to obtain continuing insurance coverage due to the duration of the activity or the cost of premature renewal. Under such circumstances, an exception to the coverage period may be made so long as the policy is renewed or replaced with an acceptable insurance carrier and there is no lapse in coverage.

APPENDIX B

City Ordinance Selecting Professionals

3.22.010 Selection of professionals.

- A. Unless otherwise provided, the city's selection of private architectural, engineering, environmental, land surveying, or construction project management firms for professional service shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.
- B. The provisions of this chapter shall not apply where the city manager determines that the services needed are of a technical nature and involve little professional judgment, and that selecting the lowest responsible bidder would be in the public's best interest.

(Ord. 4528 § 15 (part), 1997.)

3.22.040 Selection procedures.

For each proposed professional contract:

A. The contracting agent shall establish the professional competence and qualifications necessary to be possessed by a firm in order to be awarded the proposed professional services contract. Professional competence and qualification may be determined in accordance with, but not limited to, the following factors:

1. The firm's experience and expertise in the field;
2. The quality of the firm's work;
3. The firm's ability to meet project deadlines; and
4. The firm's past performance on similar projects.

B. The contracting agent may publish a notice that the city is proposing to award a contract to obtain specified, professional services or, in the alternative, may directly solicit proposals from appropriate firms. Requests for proposals shall require the following information (when applicable):

1. The scope of work;
2. Plans and specifications;
3. A time schedule for the project;
4. An estimate or range for total cost;
5. Proof of insurance and/or other surety;
6. Proof of city business license or ability to obtain such license;
7. A list of employees who will be assigned to the project and their qualifications; and
8. Other special conditions related to the contract.

C. The contracting agent may discuss with one or more firms the alternative methods for providing the required services and may conduct further negotiations with one or more of the most qualified firms to fully clarify each firm's offer to provide services.

(Ord. 4528 § 15 (part), 1997.)

APPENDIX C

Standard Form Professional Services Agreement

Section 10. Compliance with Applicable Laws; Permits and Licenses.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

Section 11. Nondiscrimination.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

Section 12. Unauthorized Aliens.

[Intentionally omitted.]

Section 13. Conflicts of Interest.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) If applicable, CONSULTANT shall at all times comply with the terms of the Political Reform Act and CITY's Conflict of Interest Code (Chapter 2.75 of the El Cajon Municipal Code). Application of this subdivision (b) shall be determined by CITY and shall be set forth in Exhibit "B" (Conflict of Interest Determination). The level of disclosure categories shall be set by CITY and shall reasonably relate to the Scope of Services provided by CONSULTANT under this AGREEMENT.

(c) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

Section 14. Confidential Information; Release of Information.

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain. All instruments of service provided by CONSULTANT in performance of this AGREEMENT shall

(a) CONSULTANT agrees to obtain and maintain in full force and effect, during the term of this AGREEMENT, commercial general liability insurance of not less than \$2,000,000. Such insurance policy shall comply with El Cajon City Council Policy D-3, which is attached hereto as Exhibit "C" and made a part of this AGREEMENT. If there is any conflict between Exhibit "C" and this section 16, the terms of Exhibit "C" shall apply. All insurance policies shall be subject to approval by CITY as to form and content.

(b) CONSULTANT shall furnish properly executed endorsements and certificates of insurance to CITY prior to commencement of services under this AGREEMENT. Such endorsements and certificates shall:

1. Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming CITY as an additional named insured;
2. Indicate whether coverage provided is on claims-made or occurrence basis; and
3. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice, via first class mail to CITY.
4. CONSULTANT agrees to provide CITY with copies of all required policies upon request.

(c) CONSULTANT shall also obtain and maintain professional liability insurance coverage in an amount not less than \$1,000,000.

(d) Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Section 17. Assignment.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

Section 18. Continuity of Person Bae

Section 19. Termination of Agreement.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CITY may terminate this AGREEMENT at any time if funds are no longer appropriated for the work to be performed by CONSULTANT.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT or CITY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CI returned to CITY. CONSULTANT shall furnish to CITY a final invoice for services performed and expenses incurred by CONSULTANT, prepared as set forth in Section 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

Section 20. Default.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, CITY shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default and may terminate this AGREEMENT immediately

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

Section 25. Binding Effect.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the City Council or City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

Section 28. Law to Govern; Venue.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts

shall lie exclusively in the County of San Diego, East County Division. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. CONSULTANT hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

Section 29. Dispute Resolution.

The parties hereby mutually agree that should any dispute arise out of or relate to this AGREEMENT, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

Section 30. Attorneys Fees, Costs and Expenses.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT

NAME OF ENTITY
Name of Project

CONFLICT OF INTEREST DETERMINATION

NAME OF ENTITY
Name of Project

CONFLICT OF INTEREST SCOPE OF DISCLOSURE

