



Request for Proposal
to provide

PROFESSIONAL SERVICES FOR ENGINEERING, RIGHT-OF-WAY, CONSTRUCTION MANAGEMENT and INSPECTION

for the

3RD STREET/5TH STREET CORRIDORS IMPROVEMENT

City of Highland, CA
City Project No. str18001

Federal EDA Project No. 07 01 07415

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ATTACHMENTS

Available on-line at: [http://Cityofhighland.org/Downloads/RFP for 3rd Street and 5th Street Corridors Improvement \(str18001\)](http://Cityofhighland.org/Downloads/RFP%20for%203rd%20Street%20and%205th%20Street%20Corridors%20Improvement%20(str18001))

- LOCATION MAP
- CEQA DOCUMENTS (IS-MND & NOD)
- MMRP
- HDR PLANS-STR07002 PHASE 2
- HDR PLANS-STR07002 PHASE 3
- EDA SPECIAL AWARD CONDITIONS
- DOC-EDA STANDARD TERMS & CONDITIONS
- SAMPLE PROFESSIONAL SERVICES AGREEMENT
- GEOTECHNICAL REPORT
- STREET PLAN AND PROFILE CHECKLIST
- FORM CD-512
- FORM SF-LLL

EVENTS CALENDAR

Proposals Due	October 4, 2018 (Before 2:00 p.m.)
Notice of Shortlist	October 17, 2018
Consultant Interviews (if necessary)	October 31, 2018
Contract Award	November 27, 2018
Notice of Contract Award	November 28, 2018

I. INTRODUCTION

The 3rd Street/5th Street Corridor Improvements (PROJECT) is a joint project being developed by the City of Highland (CITY) in partnership with the San Manuel Band of Mission Indians (TRIBE) and the Inland Valley Development Agency (IVDA).

The CITY is the lead agency administering development of the PROJECT, including plans, specifications, and estimates (PS&E), right-of-way acquisitions, construction management (CM), and construction inspection.

The City is hereby soliciting proposals from qualified engineering consulting firms to provide complete and turnkey engineering, right-of-way, construction management and construction inspection services for the PROJECT.

It is the proposer's responsibility to refer to the following web link to keep abreast of all Addenda to this Request for Proposal:

[http://CITYofhighland.org/Downloads/RFP for 3rd Street and 5th Street Corridors Improvement \(str18001\)](http://CITYofhighland.org/Downloads/RFP%20for%203rd%20Street%20and%205th%20Street%20Corridors%20Improvement%20(str18001))

3RD STREET/5TH STREET CORRIDORS IMPROVEMENT In the City of Highland

Previously, and prior to federal funding award and under a separate contract, the CITY retained a consulting firm (HDR) to design and prepare plans under two separate phases of work known as the 5th Street Corridor Improvements (Phases 2 and 3), including all necessary technical studies, surveys, etc., required to complete the designs. HDR has nearly completed design and plan preparation for the Phase 2 and 3 designs, including technical studies, surveys, etc.

The CITY has joined with the IVDA and the TRIBE in combining Phases 2 and 3 into one PROJECT to support continued development of the San Bernardino International Airport, and the business and industrial districts surrounding the airport, and has acquired federal grant funding from the U.S. Department of Commerce, Economic Development Administration (EDA) to complete design and construction of the PROJECT. EDA Grant No. 07 01 07415 is funding the PROJECT. The selected consultant must comply with EDA's financial assistance regulations requirements and EDA Construction Standard Terms and Conditions.

The federal EDA requires a competitive procurement process in selection of a professional consultant to complete the Final Engineering (PS&E). In compliance with EDA requirements, the CITY is hereby soliciting proposals from qualified engineering consulting firms to combine the two sets of plans previously prepared by HDR (Phases 2 and 3) into one set of plans, and to prepare contract documents (plans, specifications, and estimates) as the Engineer of Record for the PROJECT. In addition to turnkey Professional Engineering Services, the City is also hereby requesting turnkey Professional Right-of-Way, and Construction Engineering services (construction management, inspection, survey, and geotechnical) for the PROJECT.

PROJECT construction is estimated to cost \$4,445,000.

Specific services solicited by this request include all necessary efforts to provide overall project management; all efforts necessary to compile the Phase 2 and 3 plans previously prepared by HDR into a single, complete, and comprehensive set of contract documents; signing and stamping the contract documents as the Engineer of Record; complete right-of-way engineering and secure right-of-way clearance; secure environmental and construction permits from governmental and resource agencies; assist in obtaining approvals from the EDA for authorization to proceed with construction; assist in advertising for construction; provide complete construction management including coordination, scheduling, administration, inspection, construction surveying and staking, geotechnical services, and materials testing for the PROJECT. Construction management, scheduling, and administration services to be provided include oversight of all construction activities undertaken by outside entities in connection with the PROJECT, and enforcement of the terms of all permits, coordination with utility companies, and agreement provisions associated with the project.

The successful consultant will be required to enter into a Professional Services Agreement with the City of Highland. A sample of the Professional Services Agreement referenced as attachment hereto is available at: [http://CITYofhighland.org/Downloads/RFP for 3rd Street and 5th Street Corridors Improvement \(str18001\)](http://CITYofhighland.org/Downloads/RFP%20for%203rd%20Street%20and%205th%20Street%20Corridors%20Improvement%20(str18001))

III. INQUIRIES

All inquiries regarding this Request for Proposal shall be addressed in writing, preferably via E-mail, to:

DENNIS BARTON, PRINCIPAL PROJECT MANAGER
CITY OF HIGHLAND
27215 Base Line
Highland, CA 92346
Phone (909) 864-6861, Ext. 251
Fax (909) 862-3180
E-mail: dbarton@cityofhighland.org

I. PROJECT BACKGROUND

The PROJECT is critical in providing traffic enhancing infrastructure improvements along 2.1 miles of 4 major corridors within the CITY that are necessary for the continued successful development of the San Bernardino International Airport and the business and industrial districts surrounding the airport.

The PROJECT construction will include removal and reconstruction of existing deteriorated pavements, widening of existing pavements, rehabilitation of existing pavements, intersection realignment, construction of a new intersection, construction of a raised center median, construction of dedicated turn-lanes, traffic signal modifications, construction of storm drain improvements and appurtenances, street lights and appurtenances, curbs, gutters, sidewalks, bike lanes, pavement markings, signage, and routine and ordinary utility adjustments as required to make way for the new improvements.

Specific PROJECT improvements are as follows:

3RD STREET IMPROVEMENTS:

- At the 3rd Street/Palm Avenue intersection:
 - Remove and realign the existing, “sharp angled” intersection, construct a new curved intersection including curbs, gutters, sidewalks, ADA ramps, crosswalks and traffic signal modifications.
- Between Palm Avenue and 5th Street
 - Construct street improvements including pavement widening and rehabilitation, curb, gutter, sidewalk, and street lighting.
- At the 3rd Street/5th Street intersection
 - Construct a new intersection by extending 3rd Street northeasterly to intersect with 5th Street with a free-right-turn lane onto 5th Street that extends to the SR-210 freeway interchange, curbs, gutters, sidewalks, street lights, ramps, crosswalks, connection to City Creek bikeway, and traffic signal modifications.

5TH STREET IMPROVEMENTS:

- Between Victoria Avenue and Palm Avenue
 - Construct pavement widening and street improvements including curbs, gutters, sidewalks and street lights along the south side of 5th Street.
- Between Palm Avenue and Church Avenue
 - Construct pavement rehabilitation and re-striping of the roadway with 4 travel lanes, turn lanes, and bike lanes, including a dedicated right-turn lane from westbound 5th Street to northbound Palm Ave.
- Between Church Street and SR-210 freeway
 - Construct a raised center median with pavement rehabilitation and widening, and reconfigure the roadway striping from 4 travel lanes to 6 travel lanes with bike lanes. This segment will also include a free-

right-turn lane that extends from the proposed 3rd Street extension (described above) to the SR-210 freeway southbound on-ramp, allowing efficient movement for eastbound travel from the PROJECT area.

CENTRAL AVENUE IMPROVEMENTS:

- Between 3rd Street and 5th Street
 - Construct pavement rehabilitation and widening, curbs, gutters, sidewalks, storm drains, street lights and traffic signal modifications.

PALM AVENUE IMPROVEMENTS:

- Between 3rd Street and 5th Street
 - Construct street improvements including dedicated right-turn pockets, pavement rehabilitation and widening, curbs, gutters, sidewalks, storm drains, street lights and traffic signal modifications.

Estimate of total PROJECT cost including all PROJECT phases: \$7,058,000.

II. PROJECT SCHEDULE

<u>Milestone</u>	<u>Estimated time to Complete</u>	<u>Completion Date</u>
Environmental Clearance:	Grant Award + 12 months	1/18/2019
TCE's Acquired:	Grant Award + 16 months	5/19/2019
Design completed:	Grant Award + 18 months	7/19/2019
EDA Approval:	Grant Award + 18 months	7/19/2019
Advertise for Construction bids:	Grant Award + 19 months	8/18/2019
Bid Openings:	Grant Award + 20 months	9/18/2019
Award Contract:	Grant Award + 21 months	10/8/2019
Construction Begins:	Grant Award + 24 months	1/8/2020
Construction Ends:	Grant Award + 36 months	1/7/2021
Project Close-Out:	Grant Award + 42 months	7/8/2021

III. SCOPE OF WORK

TASK I – PRELIMINARY ENGINEERING (EDA Cost Classification – Other Architectural and Engineering Fees)

This Task shall include review of existing plans, environmental documents and other documents and information about the project. Work shall also include, but not be limited, to the following:

1. MERGE EXISTING PLANS - Two sets of plans have been previously prepared for this PROJECT by HDR under former City Project No. str07002, Phases 2

and 3. Using electronic files (AutoCAD) of plans prepared by HDR, furnished by the CITY, the successful consultant shall merge the two sets of plans (Phase 2 and 3) into one set of plans for the PROJECT, deleting any and all references to constructing improvements on the north side of 5th Street west of Palm Avenue.

2. FIELD REVIEW AND REVIEW OF EXISTING PLANS – The Consultant shall review the existing project plans and review the project site to become familiar with the project.
3. ENVIRONMENTAL DOCUMENTS - CEQA has been completed by Tom Dodson and Associates (TDA) and a Notice of Determination was filed with the Clerk of the Board of Supervisors of the County of San Bernardino, California, on November 8, 2017. The Consultant shall review the documents prepared by TDA to determine pertinent requirements that are to be included in the final construction contract documents.

NEPA has been cleared by EDA; there are no other requirements for NEPA.

4. RESEARCH – The Consultant shall research CITY standards and all other research as may be needed to complete the work described herein, including the following Capital Projects either recently completed, or currently underway, in the City of Highland,
 - Str07002 – 5th Street Storm Drain and Water Pipeline
 - Str07002 - 5th Street Corridor Improvements (Phase 1)
 - Str14004 - 3rd Street Corridor Improvements
 - Str17001 - City Creek/Alabama Street Bikeways
 - Str17002 – Victoria Avenue Street Improvements
5. GEOTECHNICAL – The consultant shall review existing geotechnical report that includes investigation, analysis, and recommendations for construction of the PROJECT.
6. UTILITY NOTIFICATIONS – The consultant shall coordinate with utility companies for adjustment and/or relocation of interfering utilities. In addition, the consultant shall attend quarterly city-wide utility coordination meetings conducted by the CITY.
7. COORDINATION/PERMITTING – The consultant shall identify all agencies with permitting authority over any aspect of the PROJECT and all utilities affected by the PROJECT. The consultant shall coordinate with such agencies and affected utility owners to obtain permits, approvals, and necessary agreements for the PROJECT. The consultant shall serve as liaison between the CITY and the agencies/utility owners.
8. SURVEYING AND RIGHT-OF-WAY - The consultant shall determine and define areas needed for Right-of-Way and Temporary Construction Easements.

TASK 2 – RIGHT-OF-WAY (EDA Cost Classification – Land, Structures, Rights-of-Way, etc.)

The PROJECT lies adjacent to approximately ninety-seven (97) business and/or residential parcels in Highland’s Business and Industrial Districts. It is anticipated that approximately fifteen (15) to thirty (30) Temporary Construction Easements (TCE) are required to construct the PROJECT. The consultant shall verify Right-of Way (ROW) and TCE needed.

This phase will consist of performing all ROW acquisition services, including TCEs required for construction of the above described improvements, including, but not limited to:

1. Coordinating with the CITY as necessary to determine and define ROW and TCE area requirements.
2. Management of the ROW process.
3. Appraisals by certified appraiser with a valid general license issued by the state Office of Real Estate Appraisers determine fair market value of ROW to be acquired, using Appraisal Waiver Valuations when appropriate.
4. Attend field reviews as necessary.
5. Attend public hearings as necessary.
6. Attending meetings as necessary.
7. Performing all ROW activities needed to complete acquisitions in compliance with federal requirements, including obtaining property information (and title reports if necessary), preparation of appraisal reports, appraisal reviews, property owner negotiations, written offers, (escrow coordination if necessary), utility coordination, and any other activities required.
8. Upon project completion, prepare a Final Report of ROW Acquisitions and Expenditures.
9. The Consultant shall submit to the City copies of all correspondence, contracts, appraisal and all other reports prepared in connection with the ROW Services performed, compiled separately for each parcel.
10. Appraisal reports must comply with standards established by the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice.
11. Prepare dedication documents, including plats and legal descriptions required.

TASK 3 - FINAL PS&E (EDA Cost Classification – Architectural and Engineering Fees)

This phase will consist of completing the preparation of Plans, Specifications, and Cost Estimates (PS&E), including all necessary surveys and technical investigations. Plans shall be prepared in accordance with the standards of the City of Highland and the California Highway Design Manual. Services are expected to include, but not be limited to:

1. FINAL PS&E - Perform all necessary revisions and/or edits to the plans prepared by HDR and furnished by the City necessary to prepare a complete and comprehensive set of plans for the PROJECT that can be used to construct the PROJECT.

The consultant shall prepare plans, specifications and estimates and at 65%, 95%, 100% and final at Mylar stage and submit to the City of Highland for review. Submittal requirements for 65%, 95% and 100% review are as follows:

- Two sets of plan prints
 - Two sets of quantity calculations and estimate
 - Two sets of final design and calculations
 - Two sets of contract bid documents and specifications
2. The consultant shall review the PROJECT sites prior to the submission of the 100% submittal to ensure that the Plans have adequately addressed all the impacts to the existing adjacent private property improvements.
 3. Verify estimate of quantities and cost for the PROJECT.
 4. Prepare one bid schedule for the PROJECT.
 5. Using the City's boilerplate, prepare specifications including technical provisions for the PROJECT.
 6. Approve, sign and stamp the contract documents as Engineer of Record for the PROJECT.
 7. Provide a Water Quality Management Plan (WQMP) for the PROJECT in conformance with current templates, guidelines and regulations set forth by the Santa Ana Regional Water Quality Control Board.
 8. Assist in obtaining approvals from the EDA for authorization to proceed with construction of the PROJECT.
 9. After final approval, the following documents shall be delivered to the City of Highland:

- One set of original plan tracings on Mylar
 - One set of plan prints
 - One set of quantity calculations and estimate
 - One set of final design and calculations
 - One set of contract bid documents and specifications
 - One electronic file of contract bid documents and specifications in Microsoft Word and Excel format
 - One electronic file of design drawings in AutoCAD format
 - One CD containing a PDF file for each of the above submittals
10. The consultant shall assist the CITY in advertising for bids, and providing plans and specifications in PDF format via email to at least three (3) plan rooms. The consultant shall also provide engineering assistance, as required, to the CITY during bidding of the PROJECT. The work may include answering questions from prospective bidders, response to requests for information, preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of construction documents.
11. Provide engineering support services during construction. The consultant shall also attend the pre-construction meeting, provide and incorporate all redline comments prepared by the contractor and PROJECT inspector and prepare on Mylar and in AutoCAD format Record drawings. Provide technical assistance as needed during construction as related to design inquiries by the contractor. Record drawings shall be provided to the City.

Copies of the plans for City Project No. str07002 Phases 2 and 3 are available for reference at: [http://Cityofhighland.org/Downloads/RFP for 3rd Street and 5th Street Corridors Improvement \(str18001\)](http://Cityofhighland.org/Downloads/RFP%20for%203rd%20Street%20and%205th%20Street%20Corridors%20Improvement%20(str18001))

TASK 4 – CONSTRUCTION MANAGEMENT and INSPECTION (EDA Cost Classification – Project Inspection Fees)

Services shall include full-service construction management during the construction of the project. The Consultant will provide complete construction management, coordination, scheduling, administration, inspection, construction surveying and staking, geotechnical services, and materials testing of the project, including oversight of all construction activities undertaken by outside entities in connection with the project, enforcement of the terms and conditions of all permits, coordination with utility companies, and any agreement provisions associated with the project. It is estimated that 180 working days will be needed to construct the project.

1. GENERAL CONSTRUCTION MANAGEMENT SERVICES - duties shall include, but not be limited to, the following:
 - a. Provide technical and administrative management services for the PROJECT, coordination and oversight of all activities related to the

construction of the PROJECT, maintain close liaison with the City Project Manager, and copy City Project Manager on all correspondences.

- b. Perform the duties of Resident Engineer in accordance with federal procedures including construction inspection, pay quantity calculations, materials sampling and testing, construction surveying, and monitor compliance with PROJECT plans, specifications, permits, and agreements.
 - c. Review and monitor the contractor's schedule, prepare daily inspection records and weekly status reports, and correspondence related to PROJECT activities.
 - d. Identify actual and potential problems associated with the construction PROJECT and consult with the design engineer and City Project Manager to implement engineering solutions.
 - e. Schedule and conduct the pre-construction meeting with all stakeholders, including preparation of agendas and minutes; and distribute to all applicable entities (not just attendees) within five (5) working days.
 - f. Coordinate submittals review with design engineer.
 - g. Maintain an awareness of safety and health requirements and enforce applicable contract provisions for the protection of the public and project personnel.
 - h. Prepare and approve progress payments, negotiate and prepare contract change orders. Submit progress payment to City staff for review and authorization of payment.
 - i. Monitor and perform labor compliance tasks including labor interviews, verifying certified payrolls, and contractor/subcontractor utilization of Women and Minorities in Construction in compliance with state and federal laws.
 - j. Schedule, coordinate, facilitate, and attend public meetings as necessary.
 - k. Prepare all submittals in accordance with federal EDA program requirements.
 - l. Prepare reimbursement requests and invoices for EDA and other funding agencies.
 - m. Maintain files of job records in accordance with federal standards.
 - n. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the PROJECT meets all applicable Federal, State, and local requirements.
 - o. Provide as-built drawings markups, final PROJECT certification and memorandum to City recommending project acceptance.
2. SPECIFIC CONSTRUCTION MANAGEMENT SERVICES – services shall include, but not be limited to:

- a. Coordinate with the design engineer to implement construction phasing and traffic management in order to minimize impacts to the traveling public and surrounding businesses.
 - b. Perform a constructability review. Recommend necessary or desirable PROJECT changes to the City for contract change order avoidance. Coordinate with the design engineer to implement changes approved by the City.
 - c. Provide utility coordination efforts to minimize impacts on the public and businesses and to avoid delays to the PROJECT completion.
3. TYPICAL CONSTRUCTION MANAGEMENT AND INSPECTION - services shall include, but not be limited to:

Task 1 – Pre-construction Services

- a. Attend meeting with City Project Manager and Design Engineer to discuss design features and constructability review. The intent of this meeting is to answer questions from the Resident Engineer, meet key staff, and review contract administration procedures.
- b. Prepare a Resident Engineer’s PROJECT schedule which includes all pre-construction and utility relocations by others, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor’s schedule, evaluate and confer with the contractor regarding workability of the schedule or suggest changes that may improve the schedule and update Resident Engineer’s schedule.
- c. Prepare PROJECT instructions and establish proposed contract administration and record keeping procedures to be used during construction for review and approval by City Project Manager.
- d. Prepare agenda identifying attendees and conduct a pre-construction conference with the Contractor awarded the construction contract.
- e. Establish outline of dispute resolution with contractor’s methodologies, and procedures. Outline shall be reviewed and approved by the City Project Manager.

Task 2 –Construction Management and Inspection Services during Construction

- a. Establish and maintain PROJECT controls and provide administrative, management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the PROJECT in accordance with contract documents and City objectives.

- b. Assist the Contractor in obtaining all grading, and other construction permits necessary for the PROJECT.
- c. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor. Transmit design-related RFI to Design Engineer and copy to City Project Manager. Conduct meetings with Contractor and other parties, as needed, to discuss and resolve RFI.
- d. Receive, stamp, and log submittal, and review and approve/distribute for review as necessary.
- e. Monitor the review and return of submittals to Contractor, including developing a submittal distribution list to identify parties responsible for review and acceptance.
- f. Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:
 - Review requests for CCO received from the Contractor.
 - Recommend necessary or desirable PROJECT changes to the City with Design Engineer's concurrence.
 - Assist the City with concurrence of the Design Engineer in CCO negotiations.
 - Negotiate time extensions due to CCO and other delays.
 - Submit recommendations to the City relative to change order requests.
 - Prepare the CCO, and obtain Contractor and Design Engineer's signature on the CCO forms for the City's consideration, review, and approval.
- g. Ensure that contractor's daily work effort is documented.
- h. Prepare agenda, conduct weekly, or as needed construction progress meetings with the Contractor and distribute minutes within three (3) working days. The meetings shall cover, but not limited to, the following:
 - Resolve all old business issues to the maximum extent possible.
 - Address all items of new business as presented by any party.
 - Review PROJECT schedule and address any deviations.
 - Review submittal log in terms of items needed and resubmittals required. Also, review RFI, RFC, NCR, and NOPC logs.
 - List status of construction items for following 2 weeks, usually known as two-week look-ahead schedule.
 - Status of water quality BMPs.

- i. Ensure adequate inspection coverage for the PROJECT, coordinate and oversee PROJECT inspector(s). Coordinate and schedule construction surveying, geotechnical, and materials testing.
- j. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Water Quality BMPs, Cal/OSHA Standards, CCOs, Permits, EDA requirements, Standard Plans, checking line, grade, size, elevation, and location of improvements.
- k. Provide administrative, management, and related services as required to coordinate work and to complete the PROJECT in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the PROJECT.
- l. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- m. Maintain record copies of the following:
 - Plans, specifications, and contract documents with all changes and modifications.
 - Permits.
 - Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
 - Progress payments, inventories, and applicable codes.
 - Contractor's reports, correspondence, certified payrolls, and accident reports.
 - Survey and layout data and certifications, photographs of as-built locations and depths.
 - List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.
- n. Ensure work is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the Engineer regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.
- o. Consult with the Design Engineer and City Project Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.

- p. Identify and report potential contractor claims and recommend resolution.
- q. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.
- r. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance as may be required by the EDA.
- s. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the PROJECT Specifications.
- t. Incorporate approved changes as they occur.
- u. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Project Manager whenever PROJECT costs exceed budgets or estimates.
- v. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records. Payments shall be processed through the City Project Manager.
- w. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be responsible, however, for any reports, advice or information provided to the Design Engineer regarding the PROJECT and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.
- x. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Project Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days.
- y. The Consultant shall keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the Design Consultant may require. The Consultant shall make the log available to the City.
- z. Possess a digital camera, and shall provide digital images throughout the progress of the PROJECT to the City of Highland in "jpg" format.

- aa. Evaluate the completion of the work of the Contractor and make recommendations to the City Project Manager when work is ready for final inspection. The Consultant shall assist the City Project Manager in conducting final inspections and shall secure and transmit to the City Project Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.
- bb. Address any business owner's and property owner's concerns and inquiries.

Task 3 – Post Construction Management Services

- a. Perform any necessary management services during the warranty period of the construction contract.
- b. Coordinate all resource agency permit close-outs.
- c. Coordinate close-out of the PROJECT including final payment, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized manner (binders, folders, CDs, etc.) in both electronic and hard copies.
- d. Deliver a final completed PROJECT to the City and EDA, including Final Invoice Package that is in compliance with the PS&E package, and all applicable codes, standards and requirements.
- e. Provide a redline set of as-built plans to the Design Engineer to place as-built information on the Mylars.
- f. Prepare status report for PROJECT close-out including providing a close-out file.
- g. Coordinate a final walk-through with all affected stakeholders, prepare punch list, certify completion of PROJECT, and recommend acceptance.

Task 4 – Construction Surveying

This task includes construction surveying and staking for the PROJECT, and certain miscellaneous surveying services such as centerline ties within the PROJECT. The surveying services shall conform to Caltrans Survey Manuals or as otherwise specified in PROJECT Plans and Specifications.

Task 5 – Geotechnical Services and Materials Testing

The Consultant shall develop a PROJECT specific Quality Assurance Program (QAP) that complies with CITY requirements. The Consultant shall implement all aspects of quality assurance for the PROJECT in conformance with the Quality

Assurance Program, the California Department of Transportation Construction Manual, Chapter 3, "Control of Materials" and Chapter 6, "Sample Types and Frequencies".

The Consultant shall provide Acceptance Testing (AT) on materials that will be incorporated into the work. Sampling should begin as soon as material is delivered or in place and the Consultant should continue sampling as work progresses. The Consultant shall also coordinate and provide documentations for all Independent Assurance Program testing (IAP) for the PROJECT.

TASK 5 – PROJECT MANAGEMENT (NO EDA COST CLASSIFICATION)

1. GENERAL PROJECT MANAGEMENT - The CONSULTANT shall provide overall project management of each task. The cost for project management shall be included in each work task (Tasks 1 thru 4).
2. COST ACCOUNTING – The successful consultant shall invoice for work performed beginning on the 1st day and ending on the last day of each month. Invoices should include a brief description of work performed. For auditing purposes, the CITY's Fiscal Year begins on July 1 and ends on June 30. The consultant shall submit year end invoices through June 30 no later than July 15 of each year of the contract. Invoices shall separate costs incurred for each TASK of work and associated line items for each TASK.

IV. INSTRUCTIONS AND CONDITIONS

A. GENERAL CONDITIONS

1. The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in:
 - Preparing the proposal and submitting the proposal to the CITY
 - Preparing and participating in CITY interview process
 - Negotiating with CITY related to this proposal; and
 - Any other expenses incurred by consultant prior to an executed agreement
2. Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn for modification by written request of the proposer. To be considered, however, the modified proposal must be received by the time and date specified in this RFP.
3. Proposals received within the prescribed deadline become the property of the CITY and all rights to the contents therein become those of the CITY.
4. Before the award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act.

After the award of the contract (or if not awarded, after rejection of all proposals), all proposals will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposals confidential will be regarded as non-effective and be disregarded.

5. The CITY reserves the right to withdraw this RFP at any time without prior notice. Further, the CITY makes no representations that any agreement will be awarded to any consultant responding to this RFP. The CITY expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.
6. Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, or national origin.
7. The protest procedure is intended to handle and resolve disputes related to the contract award for this PROJECT pursuant to Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and the City of Highland policies and procedures. The protesting consultant must exhaust all administrative remedies with the City of Highland before pursuing a protest with a Federal agency.
8. Prospective consultants are encouraged to promptly notify the person designated in Section III of this RFP, in writing, of any apparent inconsistencies, problems or ambiguities in the Scope of Work or any other section of this RFP. If deemed necessary, the CITY shall issue addenda to clarify such circumstances prior to the final submittal date.
9. Prospective consultants and their sub-consultants are required to pay California State Prevailing Wages for all applicable services. California State Prevailing Wages can be obtained from the Department of Industrial Relations at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm> .

B. PROPOSAL FORMAT AND CONTENT

Proposals shall be limited to 30 TOTAL PAGES, excluding outside covers, cover letter, and dividers (which do not contain any promotional or PROJECT-related information). The proposal shall be bound with 8-1/2" by 11" sheet sizes for text and figures and no larger than 11" by 17" sheet sizes for any fold out drawings. The proposal shall be formatted with two columns per page, font shall be 11pt Ariel, and line spacing shall be 1.5.

The proposal shall include the following information:

1. COVER LETTER - A brief introduction of the consultant's proposal. Identify team members and their roles on the PROJECT. Include the full mailing address, telephone, and fax numbers for the prime consultant. Identify the primary contact person and provide their e-mail address.

2. UNDERSTANDING AND APPROACH - The consultants understanding of the primary issues and objectives of the PROJECT. Provide the methodology and approach proposed to accomplish the services as defined in the Scope of Work.
3. SCOPE OF WORK - A comprehensive description of the activities proposed to complete the PROJECT through approval for construction bidding. Conform to the PROJECT Schedule shown in Section V of this RFP, and identify all the tasks within each phase needed to achieve the CITY's objectives. Provide a schedule for the PROJECT that includes milestones for each major task and estimated time frames for review by CITY and other agencies as appropriate.
4. PROJECT TEAM - Describe the PROJECT Team and include an Organizational Chart identifying the PROJECT Manager, PROJECT Engineers, and Support Staff (including those of sub-consultants). Provide resumes for all key personnel proposed for the PROJECT. Describe level of proposed DBE participation. Additionally, the consultant must present evidence that the Resident Engineer (RE) has an active Professional Civil Engineering license issued by the State of California.
5. QUALIFICATIONS AND EXPERIENCE - Describe the qualifications and experience of the PROJECT team in performing this type of work, particularly those PROJECTs involving street, bikeway and pedestrian improvements. Describe the qualifications and experience of the PROJECT team in processing federally funded projects through the EDA. Also include information regarding experience of the PROJECT team with the various resource agencies that have approval authority over the projects. For each project listed, provide an agency reference name and phone number that the CITY may contact to verify the experience cited.
6. WORK PLAN AND SCHEDULE - Include a description of how each task of the PROJECT will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the PROJECT. Discuss the consultant team's approach for completing the PROJECT on time and within budget.
7. PROPOSED FEE - The total cost will be used as a not-to-exceed fee for the PROJECT. The cost proposal shall be backed up by a breakdown of man-hours and costs for each task identified in the Scope of Work. The fee shall be submitted in a separate sealed envelope.

C. CONSULTANT SELECTION PROCESS

The CITY will complete a review of the proposals submitted in response to this RFP. The proposals will first be reviewed to ensure compliance with the

requirements and requested information contained in this RFP. A committee designated by the CITY will evaluate the proposals deemed complete. Members of CITY staff and partner agencies will be encouraged to participate in the selection committee. The selection committee will evaluate the written proposals based on criteria listed below and may invite the firms for interviews, which will result in final ranking of the consultants. Selection Committee will evaluate each proposal and assign scores based upon the following criteria:

	POINTS
1. Project Understanding and Approach	0-20
2. Scope of Work	0-20
3. Team/Qualifications and Experience	0-20
4. Work Plan and Schedule	0-20
5. Proposed Fee	0-20

Respondents to this RFP (or their sub consultants) are cautioned not to undertake any actions to promote or advertise their interests except in the context of presentations sponsored by the CITY. The CITY reserves the right to accept or reject any or all Proposals and/or re-solicit or cancel the procurement process, if deemed to be in the best interest of the CITY. Additionally, the CITY reserves the right to waive any informality in the RFP. Submitters shall be responsible for any and all expenses incurred in preparing proposals.

If consultant interviews are necessary, they will be scheduled as shown in the Events Calendar, Section I of this RFP.

Once evaluations are complete and there is a firm deemed successful in meeting the objectives of this scope, the firm will enter into negotiations to finalize the scope and final fees. If negotiations are successful, the firm will enter into a Professional Services Agreement with the CITY.

Alternatively, once evaluations are complete and there are several firms that are deemed qualified in meeting the objectives of this scope, a short list of firms may be asked to attend an interview session to present on the firm's merits, merits of key personnel, understanding of the PROJECT, and the firm's specific approach to the PROJECT. Once interviews are complete, the CITY may choose to select a consultant based on evaluation of the proposed fee for services or may ask for additional information. The CITY always reserves the right to reject all proposals and further solicit qualified firms. The selected consultant will then enter into negotiations with the CITY. If negotiations are successful, the firm will enter into a Professional Services Agreement with the CITY.

For reference, a sample of the Professional Services Agreement referenced as attachment hereto is available at: [http://CITYofhighland.org/Downloads/RFP for 3rd Street and 5th Street Corridors Improvement \(str18001\)](http://CITYofhighland.org/Downloads/RFP_for_3rd_Street_and_5th_Street_Corridors_Improvement_(str18001))

VIII. SUBMITTAL INFORMATION

Consultants interested in providing services for this PROJECT shall submit a proposal to:

Dennis Barton, Principal Project Manager
City of Highland
27215 Base Line
Highland, CA 92346

All proposals shall be received at the above address no later than 2:00 pm on Thursday, October 4, 2018. Five copies of the proposal including cost shall be submitted.