

Kathryn Bogart, President
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Kenneth J. McLaughlin, Director

January 9, 2009

**RE: REQUEST FOR PROPOSALS FOR EASTVALE COMMUNITY
CENTER CONSTRUCTION MANAGEMENT SERVICES**

Dear Proposer:

The Jurupa Community Services District (JCSD) is requesting proposals for construction management services for the construction of the new Eastvale Community Center located in Corona, CA. Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due to JCSD, 11201 Harrel Street, Mira Loma, California 91752, Attention: Ric Welch, Director of Parks and Community Affairs no later than 4:00 p.m. January 30, 2009.

Thank you for your interest in doing business with the Jurupa Community Services District.

Sincerely,

Ric Welch
Director of Parks and Community Affairs

**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT SERVICES
EASTVALE COMMUNITY CENTER**

GENERAL

Jurupa Community Services District (JCSD) is seeking a proposal to provide construction management services for the subject project. Eight (8) hard copies and (1) CD of the proposal shall be received by JCSD prior to 4:00 p.m. on January 30, 2009.

The price quoted in the proposal shall be considered by JCSD staff to be the contract amount and shall be used as the basis for contract information. Generally, each JCSD project cost is fixed by the JCSD budget and/or previously-authorized amount.

PROJECT SUMMARY

The Jurupa Community Services District desires to construct a new Community Center in the Eastvale Community. This new facility will be a multi-story building of approximately 23,000 – 30,000 square feet including parking on about four (4) acres. The facility will house recreation and park activities and provide meeting space for the community. The contract for Architectural/ Engineering services has been awarded to Kroh Architects, Inc and the District seeks proposals for the Construction Management of this project.

PROPOSAL CRITERIA

The proposal must be authored by the Project Engineer. The fee proposal shall be developed with at least the following sections tabbed for easy reference.

- Understanding of the Project Proposed by the District
- Detailed Scope of Work
- Project Team
- Person-Hours and Fee Estimate
- Project Schedule

In-depth proposal development is described in detail as follows:

Understanding of the Project Proposed by the District: The proposal shall contain a detailed explanation of the project as viewed by the proposal author. The information offered should be a detailed summary of the author's knowledge of the area, the author's understanding of the technical needs, and of the political climate. The author should express knowledge of the people in the area most impacted by the project. If recommendations are in order to provide guidance to JCSD staff, the recommendations should be offered within this section.

Detailed Scope of Work: The proposal shall contain enough detail to demonstrate that a plan has been developed to accomplish the work. The Detailed Scope of Work should be developed after the fee and schedule has been established in order to compliment elements of the fee and schedule with additional information.

Project Team: The project team shall be listed by name of person, including the team leader and any other individual having more than 20% hourly involvement.

Person-Hours and Fee Estimate: The proposal shall contain a table showing elements of work corresponding to Detailed Scope of Work. The elements of work should comprise the y-axis of the table. The names or initials of individual team members or disciplines should comprise the x-axis of the table. Hourly involvement by each team member should be listed for each element of work. The hours should be extended by individual billing rate for each work element. Expenses and other costs should be shown at the bottom of the table and totalized with hourly costs. The totalized cost shall be the proposed fee.

Project Schedule: The proposal shall contain a table showing elements of work corresponding to the Detailed Scope of Work and proposed completion dates. The elements of work should comprise the y-axis of the table. A time-line divided into weekly increments should comprise the x-axis. The table shall clearly show that sufficient resources will be committed to meet the requested completion schedule.

SUBMISSION REQUIREMENTS:

The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked, RFP EASTVALE COMMUNITY CENTER CONSTRUCTION MANAGEMENT SERVICES. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time.

Proposal Format: Proposals shall include the following information at a minimum:

- This Request for Proposal document signed by responsible party.
- Response to Consultant Statement of Qualifications included with this document.
- Attached non-discrimination statement and proposed schedule of participation.
- Fee Proposal.

It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal (RFP).

Proposers will be notified in writing of any change in the specifications contained in this RFP.

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the Jurupa Community Services District. No employee of the Jurupa Community Services District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Right of Rejection and Clarification: The Jurupa Community Services District reserves the right to reject any and all proposals and to request clarification of information from any proposer. The Jurupa Community Services District is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information which JCSD may deem necessary to further evaluate the proposer's qualifications.

Denial of Reimbursement: The Jurupa Community Services District will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Jurupa Community Services District for the purpose of influencing consideration of this proposal.

Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

Right of Negotiation: The Jurupa Community Services District reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

Right of Rejection of Lowest Fee Estimate: The Jurupa Community Services District is under no obligation to award this project to the proposer having the lowest fee estimate. Evaluation criteria included in this document shall be used in evaluating proposals.

Exceptions to the RFP: It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Jurupa Community Services District, and a description of the advantage to be gained or disadvantages to be incurred by the District as a result of these exceptions.

Indemnification: The proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the Jurupa Community Services District, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services. The proposer shall secure and maintain General Liability Insurance as will protect the proposer from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of the proposer's services under this contract. Further, the proposer shall provide the District with evidence and the amount of Errors and Omissions Insurance, i.e., Professional Liability Insurance, currently in effect.

Rights of Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the Jurupa Community Services District when received.

Basis of Award: Proposals will be evaluated according to the following criteria at a minimum:

- a) Proposer qualifications and experience
- b) Proposed methodology
- c) Fee Proposal
- d) Time Schedule

The Jurupa Community Services District reserves the right to conduct interviews of any or all proposers as it deems necessary.

Copies: A CD and eight (8) copies of the proposal and supporting documents must be submitted in response to the RFP.

Termination of Contract: The Jurupa Community Services District may cancel the contract at any time for breach of contractual obligations by providing the successful proposer with a written notice of such cancellation. Should the Jurupa Community Services District exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful proposer shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Jurupa Community Services District.

Lawsuits, Bribery: Proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have any conflicts of interest.

Proposal Reservations: The Jurupa Community Services District reserves the right to reject any or all proposals, to award in whole or in part, and to waive minor immaterial defects in proposals. Negotiations may be necessary in order to complete the contract.

Conflict of Interest: The proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Jurupa Community Services District. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the Jurupa Community Services District, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that the Jurupa Community Services District can not save and hold harmless and/or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with this contract.

Contract: The contract between the Jurupa Community Services District and the proposer shall consist of: 1) the RFP and any amendments thereto; 2) the proposal submitted by the proposer to the Jurupa Community Services District in response to the RFP and; 3) the executed Consultant Agreement attached to this RFP. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the Jurupa Community Services District reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern

in case of conflict with the applicable requirements stated in the RFP or the proposer's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishings of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Bidders/Proposers certify that all equipment, services, and/or goods provided to the Jurupa Community Services District comply with the Department of Justice ADA Title III Regulations.

SCOPE OF SERVICES

1) The successful proposer shall provide the following services at a minimum:

Design Phase

- a) Cost analysis or Conceptual Design, Schematic Design, Design Development phases.
- b) Value engineering reviews at Schematic Design, Design Development phases.
- c) Develop and update the project schedule including all aspects of the project, including items provided by owner.
- d) Prepare applications for and secure land-use related approvals (entitlements), obtain report and related materials as required.
- e) Provide options to Architect and Owner regarding the viability of proposed building materials and systems.
- f) Discuss cost vs. energy efficiency of building systems.
- g) Advising the owner of construction methods, materials, and structural components as the project plan matures
- h) Prepare periodic project status reports to include; cost vs. budget, progress vs. schedule, any potential coordination issues
- i) Assist Owner in selecting consultants.

Construction Documents Phase:

- a) Cost analysis at 50% and 90% completion.
- b) Value engineering reviews at 50% completion.
- c) Advise Architect regarding details that might affect constructability, cost and schedule.
- d) Develop and update the project schedule including all aspects of the project, including items provided by owner.
- e) Prepare periodic project status reports to include; cost vs. budget, progress vs. schedule, any potential coordination issues.
- f) Secure utility connection approval for all utilities.
- g) Coordinate construction contract general conditions and general requirements and insurance requirements.
- h) Assist the Owner and architect in determining the project delivery method.

Construction Phase Services:

- a) Perform the Plans Constructability Reviews.
- b) Modify Plans and submittals necessary for clarifications during bidding and construction phase.
- c) Prepare responses to bidders questions and assist with addendum preparation.
- d) Attend one (1) mandatory pre-bid meeting.
- e) Attend pre-construction conference.
- f) Provide full time on-site inspection.
- g) Provide shop inspection as needed
- h) Assist with procurement of materials.
- i) Review and approve submittals.
- j) Respond to RFI's.
- k) Schedule the work of various construction contracts to ensure timely completion of the total project.
- l) Attend meetings with JCSD and Contractor.
- m) Review Contractor's Operations and Maintenance Manuals.
- n) Coordinate construction survey.
- o) Perform regular on-site observations of the work in progress as a basis for determining that the improvements are being constructed in accordance with the Contract documents.
- p) Review Contractor's claims for extra work and make recommendations thereon.
- q) Provide a daily inspection report to the District.
- r) In the company with authorized representatives of JCSD, the contractor and other affected parties, perform final inspection of the work performed under all contracts and make recommendation as to acceptance of the work.
- s) Prepare asbuilt drawings at completion of the project.
- t) Prepare periodic project status reports to include; cost vs. budget, construction progress vs. schedule, change order summary, quality of workmanship review.
- u) Obtain special testing and inspection proposals and coordinate the execution of these services.
- v) Coordinate insurance requirements for Owner.
- w) Coordinate the work performed by Owners forces.

Each proposer shall submit a summary of their qualifications and experience as requested in the attached "Statement of Qualifications." Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.

TIME SCHEDULE

Deadline for receipt of proposals:
Expected contract award date:

January 30, 2009
February 9, 2009

PROFESSIONAL SERVICE AGREEMENT

The Consultant selected by the Jurupa Community Services District will be required to enter into a Professional Services Agreement for construction management services with the Jurupa Community Services District by March 9, 2009.

INSURANCE REQUIREMENTS

As a condition of payment of services, the consultant must provide a copy of the original policies of insurance or certificates of insurance issued by companies authorized to conduct the business of insurance within the State of California.

<u>Policy</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	Statutory
General Commercial Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Errors and Omissions Liability	\$1,000,000 per claim in the aggregate

Also, please note that other provisions in the Professional Services Agreement include an indemnification section in which the consultant shall agree to indemnify and hold the Jurupa Community Services District harmless for negligent or intentional acts or omissions of the consultant in connection with the performance or character of the work except for any claim arising out of the sole negligence or willful misconduct of the Jurupa Community Services District, its officers, employees, or agents.

RESPONDENT QUESTIONS

Direct any questions regarding this RFP to:

Wendy Leslie, Administrative Assistant
951-685-7434 or wleslie@jcsd.org

Submittal Address:

Jurupa Community Services District
Attn: Ric Welch
11202 Harrel Street
Mira Loma, California 91752

**REQUEST FOR PROPOSAL
FOR
CONSTRUCTION MANAGEMENT SERVICES
EASTVALE COMMUNITY CENTER**

PROPOSAL FORM

I have read and understand the requirements of this Request for Proposal (Eastvale Community Center RFP) and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including communications devices, computer hardware and software, any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

TOTAL FEES: \$ _____

SUBMITTED BY:

COMPANY NAME: _____

COMPLETED BY:

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____

ZIP: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

**REQUEST FOR PROPOSAL
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EASTVALE COMMUNITY CENTER**

NON DISCRIMINATION STATEMENT

The proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the Jurupa Community Services District or the performance of any contract resulting therefore;
- 2) That it is, and shall be, the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Jurupa Community Services District to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Name: _____

Signature: _____

Title: _____