



REQUEST FOR PROPOSAL

Construction Management Services

PROPOSALS MUST BE RECEIVED BY:

3:00 PM, Wednesday, October 17, 2018

City of Newark
Department of Public Works
37101 Newark Boulevard
Newark, CA 94560

Points of Contact:

Ray Collier
Chief Building Official/City Architect
(510) 578-4217
ray.collier@newark.org

or

Roya Gonzalez
Administrative Assistant
510-578-4284
roya.gonzalez@newark.org

REQUEST FOR PROPOSAL (RFP) CONSTRUCTION MANAGEMENT SERVICES

1. INTRODUCTION

The City of Newark is seeking an experienced and properly qualified firm to provide construction management services for the Newark Civic Center located at 37101 Newark Boulevard, Newark, California.

2. BACKGROUND

The City of Newark is located in Southern Alameda County at the east end of the Dumbarton Bridge, 30 miles south of Oakland 15 miles north of San Jose. Newark was incorporated as a General Law City in 1955 and has a Council/Manager form of government. Newark's population is approximately 44,380, with an encompassed area of approximately 13 square miles. Other information regarding the City of Newark can be found on the City's website at www.newark.org.

3. GENERAL PROJECT DESCRIPTION

The proposed construction is comprised of three new buildings, one remodeled existing building, demolition of one existing building, and related on and off-site improvements. More specifically, the project includes the following:

- **New City Administration Building:** This building is two stories high and has approximately 26,000 square feet of gross floor area.
- **New Library:** This building is two stories high and has approximately 25,000 square feet of gross floor area.
- **New Police Building:** This building is single story and has approximately 18,000 square feet of gross floor area. The structure is classified as an essential facility.
- **Existing Library:** This building is an existing single story, 15,570 square-foot structure built in 1983 and utilized as a library. This building will be renovated and repurposed as a training center and police annex.
- **Demolition of Existing Building:** The existing City Administration Building will be demolished.
- **On-Site Work:** This work will include the installation of all utilities, grading, landscaping and hardscape work.
- **Off-Site Work:** This work will include modification to medians on Newark Boulevard and Thornton Avenue, sidewalk replacement, and installation of a traffic signal at one location.

4. CONSTRUCTION MODEL

This project will be constructed using the Design-Build model. The bridging documents were prepared by Heller Manus Architects, located in San Francisco. There will be only one Design-Build Entity for the entire project.

5. SCOPE OF SERVICES

Services would commence in advance of award of the contract for construction to the selected Design-Build Entity, and include but may not be limited to the following:

- Review and critique proposals from the three design-build entities invited to submit proposals and provide observations and recommendations to the City Project Manager.
- Evaluate project plans, specifications, estimates and other contract documents to identify and provide the City opportunities for improved risk management, value engineering, claims avoidance and constructability measures, as well as reliable cost and schedule information.
- Establish and equip a project management field office in the space provided by the contractor. Equipment shall include phones, fax machines, and standard office supplies. Desks, tables, file cabinets, and chairs will be provided by the contractor.
- Attend and chair pre-construction and ongoing construction-phase meetings.
- Review, critique and monitor the construction schedule weekly.
- Maintain a cost control system.
- Assist City Project Manager in developing, distributing, and processing request for proposals for special inspection services.
- Oversee special inspectors and maintain special inspection reports.
- Monitor materials utilized in the project for compliance with the construction documents.
- Maintain a log of all inspections by City inspectors.
- Attend on-site safety meetings and monitor the selected Contractor's safety performance program.
- Attend regularly scheduled Executive Team meetings (Project Manager, Assistant Project Manager, City Manager, Assistant City Manager, Police Chief, Public Works Director, Librarian).
- Process payment requests checking for completeness and accuracy.
- Maintain at least one person on-site during normal work hours and days for the duration of the project.
- Take pictures of construction progress on a daily basis.
- Maintain a log of weather conditions for each day construction occurs.
- Confirm contractors are maintaining accurate as-builts for all underground utilities.
- Monitor Building Information Modeling (BIM) software for conformance with the buildings' as-built systems.
- Process and log Requests for Information (RFI). Process would involve maintaining a log of RFIs, presenting RFI's to the City Project Manager, providing the City Project Manager with an evaluation of each RFI, and giving direction to the Contractor based on instructions from the City Project Manager.
- Process Change Orders and be the lead City negotiator as may be directed by the City Project Manager.
- Review product submittals for compliance with the construction documents.
- Collect and log maintenance manuals and product information documents.
- Confirm that all materials incorporated into the buildings meet the standards in the project specifications.

- Assist City Project Manager on scheduling owner-supplied equipment and furniture installation.
- Monitor guest parking. Guest parking will be along Civic Terrace Avenue and a small on-site 13 space parking lot off of Civic Terrace Avenue and other on-site parking areas not currently identified. Most guest parking will have a time limit. Guest parking is for visitors to the library and City Hall only.
- Monitor garbage collection from City operations (construction debris removal will be by Contractor).
- Monitor and enforce all construction-related environmental programs (stormwater pollution prevention, etc.) and nuisance-abatement conditions (construction hours, noise, dust, etc.).
- Collect, review and critique prevailing wage rate submittals.
- Maintain all project construction files in a neat and orderly fashion at all times with access available to the City Project Manager and other specified City staff. Provide all project documentation to the City in electronic and written form, as required.
- Coordinate all project close-out activities including review of as-built drawings for accuracy, resolution of any warranty issues, coordination of manufacturers' training sessions, testing of all building systems, verification of punch list corrections, transition to building occupancies, and other close-out measures.

6. SELECTION CRITERIA AND SELECTION PROCESS

Consultant shall be selected based on their demonstrated qualification, the resources committed to the project, and price.

- Consultant's understanding of the City's desires and general approach to completing the work
- The level of staffing the consultant will provide. This includes defining the average hours each staff position who will be performing services for each five day work week period.
- Consultant's experience with contracts of similar scope, complexity and magnitude
- Qualifications of the staff being assigned to this project
- Satisfaction of previous clients
- Ability to work effectively with City staff
- Proposed fee along with hourly rates charged for each staff position.

The City retains sole discretion to evaluate proposals and may make an award to the Consultant the City deems to offer the City the qualifications and best value. Receipt of proposals does not obligate the City in any way to engage any Consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a Consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

7. COMPENSATION

Consultant shall indicate in the proposal a lump sum fee to perform all services utilizing the staffing levels stated in their proposal and for the project duration listed in this request for

proposals. For services not described in this RFP or services requested and rendered past the project duration time permit compensation shall be on a time and material basis using hourly rates provided in the consultant's proposal and any markup for materials. Proposals shall include any mark-up rates for materials.

8. PROJECT DURATION

The project duration is for thirty (30) months, with a total anticipated construction period of twenty (20) months. Services provided by the consultant past the thirty month duration period shall be compensated for by using hourly rates specified in the consultant's proposal.

9. SUBMITTAL GUIDELINES

Consultants shall submit two (2) hard copies of their proposal in a sealed envelope bearing the caption "City of Newark – Proposal for Construction Management Service for Civic Center." The envelope shall be addressed to:

**Ray Collier
City Architect
City of Newark – Public Works Department
Newark City Hall
37101 Newark Boulevard
Newark, CA 94560-3796**

Proposals may be submitted in person at the Public Works Department, or by mail, but must be received by **3:00 p.m. on Wednesday, October 17, 2018**. E-mail or FAX submissions will not be accepted.

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFQ shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

The City reserves the right to reject any and all proposals, to waive any minor informalities, irregularities, and/or non-responsiveness that does not influence the competitive nature of the proposal, to request additional information concerning any statement for purposes of clarification, to accept or negotiate any modification to any statement following the deadline for receipt of all statements, and to waive any irregularities if such would serve the best interests of the City.

All inquiries regarding the RFP should be directed to **Ray Collier at ray.collier@newark.org and Roya Gonzalez at roya.gonzalez@newark.org.**

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt at the stated deadline.

All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Consultant.

If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City as outlined in the attached Contractual Services Agreement. Consultants are liable for all errors or omissions contained in their Statement of Qualifications. By submitting a Proposal, interested consultants represent that they: (1) have thoroughly examined and become familiar with the Work required under this RFP; (2) comprehend all conditions that may impact the requested scope of services; (3) have reviewed of all addenda, if any; and (4) are capable of providing the equipment, goods and services necessary to perform the requested scope of services, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at each firm's own risk.

Additionally, if awarded a contract, the Consultant shall maintain a valid City of Newark business license at all times during the performance of work under the contract.

ATTACHMENT A

CITY OF NEWARK STANDARD SERVICES AGREEMENT