



**REQUEST FOR PROPOSALS FOR
ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES**

Sidewalk Rehabilitation Program

City of Maywood
Building and Planning Department
4319 E. Slauson Avenue
Maywood, CA 90270

Deadline: Monday, March 11, 2013



CITY OF MAYWOOD
Sidewalk Rehabilitation Project

REQUEST FOR PROPOSAL (RFP)
Engineering and Construction Management Services

Background

The City Council of the City of Maywood has approved a capital improvements project, named the Neighborhood Sidewalk Rehabilitation Program (the Program), which is being funded by the Los Angeles Community Development Commission (LACDC) using Federal Community Development Block Grant Program (CDBG) funds. The amount of funding approved for fiscal year 2012-2013 is \$236,126.00. The Program consists of removing and replacing damaged sidewalk, curb and gutter, and driveway approaches in the City's residential neighborhoods. The Project also includes the removal of overgrown street trees that have caused damage to public improvements, and the planting of replacement trees. A portion of this funding will be used for consultant services associated with the preparation of design and specifications, and construction management, associated labor and material costs. At this time, the City is soliciting proposals from qualified engineering firms who specialize in the design and implementation of capital improvement projects for municipal agencies.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status or disability be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination under the City of Maywood programs or by those with whom the City of Maywood contracts for services.

Scope of Services

Under the general direction of the Project Manager and/or his designee, the selected firm shall provide on an "as needed basis" the following services:

1. Pre-construction Phase
 - a. Perform field surveys to identify specific job areas in need of sidewalk rehabilitation and gather the data needed to prepare the pertinent construction documents for the improvement work (The project area will encompass the neighborhoods in the vicinity of Randolph Street to the South, Walker Ave and Alamo Street to the East, Atlantic Blvd to the West and 52nd Pl to the North; and in the vicinity of Randolph Ave to the South, Atlantic Blvd to the East, Flora Ave to the West, and Slauson Ave to the North.).
 - b. Prepare construction documents, including design, specifications, and the cost estimate, for each job area and prepare pertinent construction bid packages in

- compliance with applicable Federal, State and City regulations and requirements, including; compliance with the Davis-Bacon and Related Acts, the Federal Labor standards Provisions; and *Section 3* of the Housing and Urban Development Act of 1968 (as amended).
- c. Assist City staff in the Construction Bid solicitation and evaluation process, including answering bidder questions. The selected firm shall also assist staff in the evaluation of the lowest responsible bidder, evaluating Section 3 responsiveness, and in the evaluation of the overall integrity of the bid procedure.

2. Construction/Project Close Out Phase

- a. Manage construction activities, conduct field inspections, answer questions from City staff and construction contractors concerning construction contract specifications and requirements, review and assist in the approval of change orders.
- b. Conduct worker interviews at the job site and collect certified payroll reports (CPR) to submit to City to ensure compliance with prevailing wage requirements.
- c. Assist City staff in the preparation of all labor violation reports and other required programmatic reports.

Firm Qualifications

The City is interested in receiving responses from engineering firms possessing substantial experience in designing and implementing public works projects funded with Federal and State monies, including familiarity with pre-bid, construction and post-construction requirements.

Proposal Content

Interested engineering firms should submit bound documents containing the following components:

Cover Letter

Provide a cover letter and introduction, including general information about the firm (i.e., company size, location of office(s), years in business, organizational chart, number of staff and their positions and titles), and a description of the Proposer's understanding of the scope of work. The letter must be signed by an individual authorized to bind the proposing entity, identify the members of the firm who would be assigned to provide the requested services, and include those individuals' resumes that include experience in the areas identified in this RFP.

Executive Summary

The executive summary should briefly describe the qualifications of the Proposer's firm, including experience in the design and implementation of public works projects, including the identification of quality control methods utilized to assure error free design, change order cost containment, budget adherence, and timely project completion. Proposer shall include a

description of all similar projects involved in, including a list of municipal clients. Proposer shall also identify the Project Team to be assigned to this project, including the resumes of key staff member(s), their Civil Engineer's and/or Surveyor's Registration Numbers, membership in professional organizations, etc. In addition, Proposer shall submit the names and statement of qualifications of all sub-consultants that may perform work on the project.

Scope of Services and Projected Cost

The scope of services must include a breakdown of tasks, and a schedule, which shows the amount of time required to complete the project. Also, the applicant must submit a cost proposal with a not-to-exceed amount. The cost proposal must include a break down of the two (2) project phases stated above (Pre-construction Phase and Construction/Project Close Out Phase). The cost estimate shall reflect detailed projected man-hours per scope of services to be provided, including the cost for attendance at meetings, mileage, and projected reproduction costs. This should be accompanied by a list of the hourly rates for each member of the project team, including clerical and expected sub-consultant rates. Cost estimates shall also include contingencies.

References

Provide references of at least three (3) recent and/or current clients for whom the Proposer's firm has provided and/or is providing services, for the design and construction of public works projects in general, and sidewalk rehabilitation work in particular. Each reference shall include agency or organization name, contact person, title, telephone number, and summary of services performed (NOTE: the City of Maywood shall presume that the firm has no objection to the City contacting the listed clients to review the firm's current and/or past performance and determine client satisfaction).

Falsification of work experience will be grounds to eliminate the Proposal from further consideration.

Additional Data

Include any additional data deemed essential to the evaluation of the qualifications and proposal statements. (This section is limited to no more than five pages).

Proposal Submittal

Interested and qualified firms must submit and deliver three (3) copies of their proposals by 11:00 a.m. on Monday, March 11, 2013 to the Maywood City Hall. All proposals shall be submitted in sealed envelopes and marked clearly "RFP for Engineering and Construction Services for Sidewalk Improvement Project". All late or incomplete submittals will be rejected. No verbal or faxed submittals will be accepted. Submittals must be addressed to:

City of Maywood
Building and Planning Department
4319 E. Slauson Avenue
Maywood, CA 90270
Attn: Andre Dupret, Project Manager

If additional information is required, please contact Andre Dupret, Project Manager, at (323) 562-5721.

Submitted proposals will be opened at 11:00 AM at the Public Counter in the Building and Planning Department on Monday, March 11, 2013. Recommendations for awards will be submitted to the City Council at its regular meeting of Monday, April 8, 2013.

Proposal Evaluation and Selection Criteria

Selection of the firm will comply fully with the requirements of OMB Circular A-102 and all other applicable Federal procurement standards. Verification will be made with the Federal Excluded Parties List System to ensure that the firm and its members are eligible to receive federal funds. The City of Maywood will evaluate all proposals received based upon the criteria with ranking points as follows:

A. Professional Experience and Qualifications (Maximum Score: 20 Points)

Highest Rating: The professional experience described in the proposal is the same kind (or greater) in quality and scale as is required to perform the Scope of Services described in this RFP. For example, the firm has extensive experience with the required scope of services. If two (2) or more firms meet this standard, the firm with the most relevant experience of the proposed individuals to be assigned to the City will be taken into consideration and receive the relatively higher score.

Medium Rating: The professional experience described in the proposal is quite similar, clearly approximates, is closely related to and/or otherwise is quite comparable in quality and scale as is required to perform in the Scope of Services described in this RFP. For example, same as for the “highest rating,” but not including specific experience with the proposed project. If two (2) or more firms meet this standard, the firm with professional experience which is more similar to the Scope of services will receive relatively higher scores.

Lowest Ranking: The professional experience described in the proposal is somewhat similar, approximates, is somewhat related to and/or otherwise is somewhat comparable in quality and scale as is required to perform in the Scope of Services described in this RFP. For example, the firm has extensive design experience, but not with the specified programs or areas of emphasis indicated in this RFP.

B. Fee Schedule (Maximum Score: 10 Points)

The cost criteria will be scored in relative terms (i.e., the lowest relative cost receiving the highest relative scores, with scoring differences proportional to cost differences). If the proposed fee schedule is considered to be excessive, the City may, at its sole discretion, remove the proposal from any further consideration.

C. Innovation (Maximum Score: 10 Points)

This score rewards thoughtful and creative suggestions for conducting the scope of work.

D. WBE/MBE Enterprise (Maximum Score: 5 Points)

TOTAL POSSIBLE SCORE: 45 POINTS

The best-qualified firms will be invited to participate in an interview by City staff, or may be recommended directly to the City Council for consideration and approval. Upon City Council's action, the selected firm and the City will enter into an Agreement for Professional Services. The term of this Agreement is anticipated to be for one year, renewable for up to three years. The selected firm will be required to execute the City's standard Consultant Agreement.

Insurance/Indemnification

The Proposer's attention is directed to the insurance requirements stated below. It is highly recommended that the Proposer confer with his/her respective insurance carriers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If the contracted firm fails to comply strictly with the insurance requirements, the firm may be disqualified from award of the contract.

The selected firm shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the firm's performance. The cost of such insurance shall be borne by the selected firm.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Occurrence-based Broad Form Comprehensive General Liability.
2. Worker's Compensation insurance as required by state law and employer's liability.
3. Hold harmless and additional insured documents.

B. Minimum Limits of Insurance

The selected firm shall maintain limits of no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. If Commercial General Liability Insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the contract, or selected firm shall receive written permission by the Agency for Variation.
2. Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability.
3. Professional Errors and Omissions: \$1,000,000.00.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the selected firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or endorsed to contain, the following:

1. General Liability

- The City, its officers, officials, employees and volunteers are to be covered as insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- The selected firm's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the selected firm's insurance and shall not contribute to it.
- Any failure to comply with reporting provisions of the policies shall not affect the coverage provided to the City, its officers, officials, employees or volunteers.
- Coverage shall state that the City insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees or volunteers.

3. Notice Endorsement

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except when thirty (30) days prior written notice has been given to the City. All notices shall be sent to the City via certified mail with a return receipt.

E. Acceptability of Insurers

Insurance is to be placed with insurers with no less than an A rating.

F. Verification of Coverage

The selected firm shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required policies at any time.

G. Hold Harmless and Indemnification

The selected firms shall save, keep and hold harmless the City, its officers, officials, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the selected firm, any of the selected firm's employees or any sub-consultants.

Right to Reject all Proposals

The City of Maywood reserves the right to reject any and all proposals. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditions, alternatives, irregularities of any kind or that are incomplete. This solicitation for proposals is not a contract or commitment of any kind. The City of Maywood is not liable for costs or expenses incurred in the preparation of the respondent's proposal. The City reserves the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provision herein, the City of Maywood reserves the right in its sole discretion to waive minor technical deficiencies in the bids.