

BARSTOW COMMUNITY COLLEGE DISTRICT

Request for Qualifications CONSTRUCTION MANAGEMENT SERVICES

The Barstow Community College District Facilities Office, on behalf of the BCCD Board of Trustees is seeking to identify qualified Construction Managers that can, if selected, provide “Construction Management Services” on an individual project basis or on a group of projects.

Statements of Qualification (SOQ) must be received by 3:00 PM, on May 24, 2018. By U.S. Mail, or other delivery service such as UPS, FedEx, etc., to:

The Barstow Community College District is located in the County of San Bernardino, in what is referred to as the Inland Empire.

A. SELECTION PROCESS

1. The District will solicit Statements of Qualifications from prospective firms.
2. The District will screen proposals and select a qualified Construction Management Firm.
3. The District will conduct interviews of the finalist(s) if desired.
4. The District will negotiate fees and agreed upon services.
5. District staff will recommend appointment of the firm to the Board of Trustees.
6. Upon action by the Board, District will execute agreement with the firm.

B. OVERVIEW

The Facilities Office is seeking qualified Construction Management firms that can assist the Barstow Community College District’s Facilities staff to deliver quality capital construction projects. The objectives of the Facilities Department are to deliver quality projects on time and on budget that meet the educational program needs and service needs of the District. BCCD capital construction projects will be delivering projects under the traditional multiple prime delivery method. The construction management agreement will be negotiated based on pre-construction and construction services.

C. ROLES AND RESPONSIBILITIES

THE FACILITIES OFFICE – The Barstow Community College District’s designated employee responsible for management, supervision, and oversight of all planning, design, and construction related activities is Richard Hernandez, Director of Facilities, with Dr. Brenda Findley, VP of Administrative Services, designated as a secondary point of contact.

CONSTRUCTION MANAGER – MULTIPLE PRIME - The identified firm that will provide services to support the District’s Facilities staff during pre-construction and construction administration for projects delivered by the multiple prime build method. Examples of services include: Pre-construction/construction management services related to the strategy for procurement of multiple trade contractors; the assembly and distribution of bid packages in coordination with the Architect; bid process and bid opening, evaluation, recommendation, award, and contracting; construction management and administration of trade contractors; coordination of separately hired specialty consultants affiliated with the Project under contract with the District.

D. SCOPE OF SERVICES

The Construction Manager “Basic Services” shall, at a minimum, consist of performing the duties enumerated below:

BASIC SERVICES PRECONSTRUCTION PHASE

1. The Construction Manager will provide preliminary evaluation of the project and project budget requirements. With the Architect’s assistance, prepare preliminary estimates of construction cost for early schematic designs based upon area, volume and other standards as applicable. Assist the District and the Architect in achieving mutually agreed-upon project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems. Construction Manager will prepare a Construction Management Plan for the project, which will establish the general basis for the sequence of contracting for construction of the project and the attendant design effort required. For Multiple Prime Construction Management Services the Construction Management Plan will indicate the project construction rationale and recommend the strategy for purchasing construction services and will contain the various bid packages for the project and the Master Project Schedule.

2. The Construction Manager will review project designs (plans & specifications) during the design phases (Schematic Design, Design Development, Working Drawings and Construction Documents) or as applicable depending on when the Construction Manager is successfully under contract. Advise on site use and improvements, selection of materials, building systems and equipment and methods of project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the project.

3. The Construction Manager will provide for the Architect’s and the District’s review and acceptance, and periodically update, a project schedule that coordinates and integrates the Construction Manager’s services, the Architect’s services, the services of other pre-bid consultants, and the District’s responsibilities with anticipated construction durations, and key milestones comprising the Master Project Schedule.

4. The Construction Manager will prepare for the District’s approval a more detailed estimate of Project Construction Cost or “Construction Costs” developed by using estimating techniques which anticipate the various elements of the project, and which are based upon the Design

Documents prepared by the Architect. Advise the District and the Architect if it appears that the construction costs may exceed the project budget established by the District. Make recommendations for corrective action. Construction Manager will also provide input to the District and Architect relative to value of construction, means and methods of construction, duration of construction of various building methods and constructability

5. The Construction Manager will coordinate all documents pertaining to the construction of the project, including, but not limited to, plans and specifications, bid documents, construction contracts and general, supplementary and special conditions, by consulting with the District and the Architect regarding plans and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility or ability to keep cost within the project budget or Master Project Schedule.

6. The Construction Manager will provide recommendations and information to the District and the Architect regarding the assignment of responsibilities for safety precautions and programs; temporary project facilities, and equipment, materials and services for common use of contractors.

7. For Multiple Prime Construction Management Services the Construction Manager will advise on the most effective and efficient separation of the project into contracts for various categories of work. Review the drawings and specifications to provide that (a) the work of the separate contractors is coordinated; b) all requirements for the project have been assigned to the appropriate separate contract; and c) proper coordination has been provided for phased construction.

8. For Multiple Prime Construction Management Services the Construction Manager will prepare cost estimates for the project, such that subtotal budgeted amounts are identified prior to bid opening for each separate bid package.

9. For Multiple Prime Construction Management Services the Construction Manager will develop a project construction schedule providing for all major elements such as phasing of construction times of commencement and completion required of each separate contractor to be incorporated into the Master Project Schedule. Provide the Project construction schedule and Master Project Schedule for each set of bidding documents.

10. The Construction Manager will lead bi-weekly preconstruction meetings with the District and the Architect throughout the preconstruction phase of the project. The Construction Manager will record these meetings and distribute bi-weekly meeting minutes accordingly.

11. For Multiple Prime Construction Management Services the Construction Manager will provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

12. The Construction Manager will verify that all contracts for construction are advertised and competitively bid as required by District policy and law.

13. The Construction Manager will coordinate with Architect and District regarding Invitation for Bids, General Conditions, Bid Forms, and Supplementary Instruction to Bidders, and other items to include in the contract for construction.

14. The Construction Manager shall not be a bidder on any individual contract for construction for a project that the Construction Manager has been engaged to work on for the District, nor shall the Construction Manager have any joint business interests with any bidder, such that such mutual business interest may in any way be construed as a representing a potential conflict of interest. The Construction Manager shall develop and maintain bidders' interest in the Project and help to establish bidding schedules and strategies. The Construction Manager will assist the District in preparing and placing notices and advertisements to solicit bids for the project. The Construction Manager shall conduct pre-bid conferences to familiarize bidders with bidding documents and management techniques and with any special project systems, materials or methods and assist the Architect with receipt and response to questions from prospective bidders, and with issuance of addenda. If applicable, the Construction Manager will also assist the District in the pre-qualification process, as necessary and as requested.

15. For the benefit of the District and with the advice and assistance of the Architect, the Construction Manager will review bids, prepare bid summaries and make recommendations to the District for award of construction contracts or rejection of bids.

CONSTRUCTION PHASE

1. The Construction Manager, in cooperation with the Architect, will provide administration of the contracts for construction under the direction of the District.
2. The Construction Manager will provide administrative, management and related services as required to coordinate work of the contractors with each other and with the activities and responsibilities of the Construction Manager, the District and Architect, to complete the Project in accordance with the District objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of the Construction Management Agreement.
3. The Construction Manager will schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, issues, problems, and scheduling. Prepare and promptly distribute minutes of meetings and prepare pre-meeting agenda if needed. Construction Manager will prepare and distribute Project status reports as requested by the District.
4. The Construction Manager will prepare and update the Master Project Schedule incorporating the activities of the all trade contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of the shop drawings, product data and samples, and delivery of products requiring long lead time procurement. Include the District's occupancy requirements, showing and scheduling portions of the Project having occupancy priority. Update the Master Schedule (actual vs. baseline) and reissue the Master Project Schedule to delineate the current conditions and revisions required by actual experience. If requested by the District, Construction Manager shall assist the contractor(s) in preparing a recovery schedule. Such recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken by the contractor(s) to recapture lost time and will be distributed to the contractor(s), District, Architect and other appropriate parties.
5. The Construction Manager shall implement a process to achieve satisfactory performance from each of the contractors. Recommend courses of action to the District when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action.
6. The Construction Manager shall maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
7. The Construction Manager shall recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Districts authorization. If requested by the District, the Construction Manager will analyze claims for extension of time; prepare estimates based upon alleged cause of claims. The Construction Manager shall prepare Change order tracking log (COTS log) and distribute. Such reports will

provide information pertaining to proposed and executed change orders and their effect on the Construction Costs and Master Project Schedule.

8. The Construction Manager shall develop and implement procedures for the review and processing of applications for payment by contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the District for payment

9. The Construction Manager shall verify that safety programs are developed by each of the contractors as required by the Contractor Documents and that same are submitted to the District for review for completeness. The Construction Manager shall take necessary precautions for the safety of its employees, all construction contractors and others on the Project site and comply with the applicable safety laws and building codes to prevent accidents or injuries to person on, about or adjacent to the Project site.

10. If required, the Construction Manager shall assist the District in selecting and retaining the professional services of surveyors, special consultants, and materials testing laboratories and coordinate their services as necessary during construction.

11. The Construction Manager shall determine, in general, that the work of each contractor is being performed in accordance with the requirements of the Contract Documents. Provide written recommendations regarding defects and deficiencies in the work.

12. The Prime Trade Contractors shall be responsible for the construction means, methods, techniques, sequences and procedures employed on the Project. The Construction Manager shall be responsible for overseeing the Prime Trade Contractors in the implementation of the correct means, methods, techniques, sequences and procedures employed on the Project but shall not be responsible for the failure of any contractor to carry out the work in accordance with the Contract Documents.

13. The Construction Manager shall consult with and advise the Architect and the District if any contractor requests interpretations of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions which may arise.

14. The Construction Manager shall receive certificates of insurance from the contractors combined with advice as to the sufficiency of coverage.

15. The Construction Manager will establish and implement procedures for submittals, change orders and other such procedures and maintain logs, files, and other necessary documentation relating thereto. The Construction Manager shall receive from the Contractors and shall review all shop drawings, product data, samples and other submittals and provide advice thereon. Construction Manager shall coordinate them with information contained in related documents and shall transmit them (together with the Construction Manager's comments thereto) to the Architect for review. In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and the approval of shop drawings, product data, samples and other submittals. Construction Manager shall maintain logs, files and other necessary records and documentation for the District.

16. The Construction Manager shall assist and cooperate with the District's outside labor compliance consultant in the monitoring of prevailing wages for all applicable contractor work.

17. The Construction Manager shall be responsible to support the District in all close-out and building commissioning procedures as set forth by the Contract

18. The Construction Manager shall observe and record the progress of the Project. Submit written progress reports to the District and to the Architect, including information on each contractor and each contractor's work, as well as the entire Project, showing percentages of completion and the dollar number and amounts of charge orders. Verify the DSA Inspector of Record's daily log is available for use and review by the District and the Architect. Use reasonable diligence to discover work performance by contractor(s) that is not in compliance with the Contract Documents.

19. The Construction Manager shall perform Additional Services upon authorization in writing from the District.

E. REQUIRED INFORMATION AND FORMAT

In order to be considered for selection as a Construction Manager, the respondent firm, or firms, or team will submit the following items in the specified order.

Cover Letter

This letter should introduce the team and include as a minimum:

- a. If submitting as a team, note which team member (company) is the prime consultant, or if it will be a prime-sub consultant(s) contractual relationship.
- b. Identify individual (person) or individual(s) who will be responsible in oversight capacity for work; and identify individual or individuals, who will be leading the Construction Management team.

Team Profile

Consultant Company History (include for all team member firms) including:

- Number of Years in business
- Current Work Backlog, broken down by "Multiple-prime", CM "At risk", "Hard Bid" work, negotiated work, etc.

Project Team

Provide resumes of key proposed project personnel. Indicate number of years employed by firm. Key resumes would include: Project Executive; Project Managers; Project Superintendent.

Project Experience & References

Provide a brief and concise description of educational projects, College or University projects completed utilizing the Multiple Prime Delivery method.

Services provided (indicated completed or in progress)

- Project delivery method (Construction Management CM Multiple Prime)
- Construction value
- Construction duration
- References (please include name, title, organization/entity (school/college district or university; identify if individual named is institution employee or consultant), address, current phone number, email address. If using a sub-consultant's experience, please indicate.

Project Controls

Demonstrate your Firm's (or your team's) abilities in:

- Estimating
- Cost Control
- Document Management/Control, quality control review

Financial Strength

Indicate the dollar value of the three largest projects (within the past (5) five years) that the Prime Consultant has served in a Construction Management capacity, regardless of project type.

Declaration

Submit a declaration that reasonable diligence has been used in preparation of the Statement of Qualifications submitted in response to the RFQ and that all information provided in response to Paragraphs (a) through (f) below is true, correct and complete.

- a. Type of organization or company structure.
- b. Number of years the firm has been in business.
- c. General Contracting License is clear and current.
- d. Location of principal office that will be responsible for the implementation of this contract.
- e. Certification that the Construction Management firm is legally permitted to conduct business in the State of California.

f. Capacity and capability of firm: The Construction Manager or firm must demonstrate an ability to be able to deal with the multidisciplinary services outlined in this RFQ.

F. SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the power to bind the firm contractually must sign the RFQ.

Interested firms should submit three (3) copies of their bound RFQ, including one original with original signatures, to BCCD by the due date.

**Richard Hernandez
Barstow Community College District
2700 Barstow Rd.
Barstow, CA 92311**

RFQ's received after **3:00 p.m. PDT, May 24, 2018**, will not be considered. Neither facsimile transmitted nor e-mail/electronic nor computer media proposal submittals shall be deemed acceptable submittals. All proposal submittals must be **received at the Facilities Office** in bound hardcopy (paper) format, **enclosed in a sealed package, clearly labeled "RFQ CONSTRUCTION MANAGEMENT"**.

NO LATE SUBMISSIONS WILL BE ACCEPTED; LATE SUBMISSIONS WILL BE RETURNED UNOPENED.

G. BASIS OF AWARD

The RFQs will be evaluated based on each firm's qualifications, relevant experience with similar work. All RFQs will be evaluated and take into account strengths in performing modernization and new construction related work.

H. SCHEDULE

RFQ – Solicitation Date:	April 30, 2018
Deadline for Submission of RFQ's:	May 24, 2018
District Selection:	May 30, 2018
Board Approval:	TBD

I. FEE

Following the Qualification Based Evaluation process, and a firm is selected, fees will be negotiated to perform Construction Management Services on a given project or projects. If fee negotiations with that firm are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the District reserves the right to suspend negotiations with that firm, and proceed to negotiate with another firm.

J. EVALUATION & ACCEPTANCE OF REQUEST FOR QUALIFICATIONS

The District reserves the right to reject any and all Request for Qualifications, to amend the Request for Qualification and the process itself, or to discontinue the process at any time.

All submittals become the property of the Barstow Community College District.

K. INSURANCE

The selected Construction Management Consultant shall, at all times during the term of the Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance in accordance with District Policy, with minimum limits of \$1,000,000 each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant.

NON-COLLUSION AFFIDAVIT

Public Contract Code section 7106 states: "Any public works contract of a public entity shall include an affidavit, in the following form:"

TO BE EXECUTED BY PROPOSAL MAKER AND SUBMITTED WITH PROPOSAL

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that he/she is
(PRINTED NAME OF SIGNATORY)

_____ of _____,
(POSITION/TITLE) (COMPANY)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposal maker has not directly or indirectly induced or solicited any other proposal maker to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposal maker or anyone else to put in a sham proposal, or that anyone shall refrain from making a proposal; that the proposal maker has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposal maker or any other proposal maker, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposal maker, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposal maker has not, directly or indirectly, submitted his/her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

SUBMITTED BY:

COMPANY _____

SIGNATURE _____

SIGNATURE _____

PRINTED NAME _____

PRINTED NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____