



**REQUEST FOR PROPOSAL (RFP)  
TO PROVIDE  
DESIGN BUILD SERVICES FOR  
THE DESIGN AND CONSTRUCTION OF  
THE KITTEN AND RABBIT ENCLOSURE AT THE ANIMAL CARE FACILITY  
IN THE CITY OF CHULA VISTA, CA**

***RFP ISSUED:***

May 7, 2013

***SUBMITTALS ARE DUE BY:***

May 29, 2013

City of Chula Vista  
Public Works-Engineering Department  
276 Fourth Avenue, Building 200  
Chula Vista, CA 91910

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The following Request for Proposal (RFP) pertains to the design and construction of a kitten/rabbit viewing enclosure and other improvements at the Chula Vista Animal Care Facility. Firms with design build experience are being solicited to present proposals for review. Based upon the submitted information, qualified candidates will be interviewed and a responsive proposal may be considered for the project as permitted by the City's Design-Build Ordinance.

## **I. INTRODUCTION**

The City of Chula Vista is circulating this RFP to firms qualified to provide design build services to the City with: design services, value engineering, programming, construction management and construction for 3 phases of improvements at the Animal Care Facility in the City of Chula Vista. The City currently has a proposed budget of \$700,000 for design and construction for all phases of the project.

All Design/Build Team (DBT) members shall be licensed and registered with the State of California, as required. This RFP document describes the typical elements of a project, the required scope of services, the selection process, and the minimum information that must be included in the proposal submittal.

This RFP is intended to allow for the following scenarios:

- Design Builder (DB) will combine work efforts with the City's current management team that has previously prepared the planning and/or conceptual documents.
- DBT, created by the DB, prepares all planning and/or conceptual documents.
- DBT, created by the DB, uses previously prepared planning and/or conceptual documents.

This RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of submittals to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely the RFP.

The City reserves the right to reject any or all proposals in the City's sole discretion at any time prior to an award.

## **II. SCOPE OF SERVICES**

The DBT shall design and construct all facility additions to comply with all the applicable federal, state and local laws, including the American's with Disabilities Act-Accessibility Guidelines (ADAAG) and Title 24 of the California Code of Regulations.

**A. Project Control (All Phases)**

The DBT shall develop and implement the following Project Management Plan and Procedures:

1. Monthly project status reports (including schedule and budget updates)
2. Coordination/interface with the City and its other consultants/contractors
3. Progress meetings
4. Interface and communicate with other agencies, as directed by the City.
5. Vendors and subcontractors management
6. Document control
7. Schedule and budget control
8. Quality assurance and quality control

**B. Design Phase Services**

Utilizing the City's required standard specifications, facility program requirements, Federal, State and local laws, and City performance and design criteria, approved planning documents (if available), and reports that will be identified in the Design/Build contract, for a typical project, the DBT will:

1. Prepare, submit and receive City approval for any site-specific planning/environmental documents, if required.
2. Prepare design development and construction drawings and specifications suitable for obtaining City approval and issuance of permits to allow for construction.
3. Complete the design for all elements of the projects, including but not limited to: landscape architectural, architectural design, civil engineering, structural engineering, mechanical design, electrical design and any specialty consulting area.
4. Incorporate the requirements of permitting agencies as may become apparent in the course of design. The DBT shall apply for and secure all permits and provide all necessary reports, studies and support required to obtain all required permits. In addition, the DBT shall research Air Pollution Control District and noise abatement requirements, along with any hazardous materials management requirements of NFPA, Cal-OSHA and the City Fire Department. The DBT shall develop all appropriate environmental plans, including but not limited to, an air pollution control plan, a noise abatement plan and a hazardous materials management plan. The DBT shall submit and obtain approval of an application for Storm Water Pollution Prevention Plan to the appropriate authority. If required, the DBT shall incorporate appropriate facilities in the design.

5. Conduct site surveys and geotechnical investigations to the extent necessary for final design. Survey and geotechnical information to be provided by the City may be preliminary in nature and may not have sufficient accuracy or scope to support final design.
6. Prepare cost estimates throughout all phase of project development.
7. Perform value-engineering reviews to reduce cost/and or add value, utilizing all team members and City resources. Include recommendations to maximize energy efficient and build a “green” or low-pollution project. Prepare a Value Engineering Report of all considerations, recommendations and decisions. The goal is to maximize the quality of construction at a cost equal to or below the Project Budget.
8. Perform Quality Control (QC) Review of the Drawings and Specifications throughout all phases in order to correct errors and omissions and reduce the quantity of Change Orders during the course of construction. Include a detailed review of drawings and designs relative to Code Compliance Laws. Organize and publish detailed QC Reports based on all findings.
9. Establish a Critical Path Method (CPM) Construction Schedule. Monitor and update to keep the project on schedule.
10. Establish a bidding strategy. Identify, contract, and procure long lead items. Create early bid packages where applicable.
11. Provide construction cost control estimates during the design to support value engineering and constructability reviews.
12. Identify all permit requirements and prepare applications and support documents necessary for obtaining all permits. Permit fees are not a part of the cost of construction of the project.
13. The DBT shall be required to provide a cost estimate that will be used to establish a Guaranteed Maximum Price (GMP). Any savings at the end of the project will be deducted from the GMP and returned to the owner.
14. During the bidding of the Project, the DBT shall:
  - a. Create appropriate subdivisions of work into Bid Packages that reflect the major items of work. A detailed scope of work will be included with all bid packages.
  - b. Secure a minimum of three complete and competitive bids for each package.
  - c. Receive and resolve all RFI’s and bid questions.

- d. Schedule meetings with the City to open and review bids for each subdivision of work. Review bids in detail. Clarify Scopes of Work, exclusions, etc. Ensure bids match DBT Scope of Work.
  - e. Provide cost spreadsheets which compares actual bids to cost estimates.
15. Prepare draft Operations Manual Index to serve as the basis for preparing the final operations Manual during the construction phase.

### **C. Construction Phase Services**

The DBT shall construct the facility in accordance with the approved construction drawings, specifications and associated permits. The DBT shall also:

1. Conduct weekly team meetings with the City and appropriate design team members during the course of construction to review the status of the project.
2. Ensure the workmanship and materials provided are in accordance with the Project Specifications and the Architects meet or exceed quality construction industry standards for this type of work.
3. Provide list of required shop drawing submittals. Review shop-drawing submittals for technical and code compliance. Provide copy to the City for review and comment.
4. Provide resident engineering, contract administration, and inspection staff, including specialists necessary for the functional, safe, on budget and on-schedule completion of the Project, starting with the issuance of a Notice to Proceed from the City and extending through issuance of Notice of Completion and Acceptance. City staff will also perform inspection to verify compliance with the plans and specifications, permits and contract documents.
5. Ensure construction compliance with applicable local, state, and federal codes, building and environmental permit requirements, and construction mitigation documents and enforcement of the Contract Documents.
6. Purchase and install all necessary equipment and witness all factory and field component, equipment and system testing as required by the project Contract Documents.
7. Submit the proposed Quality Assurance/Quality Control (QA/QC) Plan to the City for review. The Plan shall not be implemented without written approval of the City.
8. Provide surveying, and other contracted services as required completing projects construction. Coordinate City contracted testing and inspection services during the course of construction.

9. Develop, implement and manage a construction phase QA/QC. The Plan shall include but not be limited to; 1) a statement and definition of QA/QC goals; 2) an identification of QA/QC criteria and elements; 3) development of the project QA/QC implementation plan; 4) development of the QA/QC materials, components, equipment and system testing plans; and, 5) enforcement of the plans and specifications.
10. Be responsible for preparing the Critical Path Method (CPM) schedule utilized during the project construction and startup activities. Use Microsoft Project scheduling software consistent with the City reporting system.
11. Develop a project-specific Plan for defining, tracking and reporting cash flow activity requirements and submit such plan to the City for review and approval prior to implementation.
12. Develop a project-specific Change Order Administration Plan for review and approval by the City. Upon written approval of the Plan, the DBT shall initiate implementation. The Plan shall define the required Change Order procedures, including requirements for requesting, developing, approving, and filing.
13. Implement and maintain an internal records management and document control system as required to support project operations. The DBT shall provide records management and document control information in a manner consistent with the citywide Prolog Management reporting/filing system.
14. The DBT shall develop an on-site Project Safety Plan for review and approval by the City. The DBT shall administer and enforce the City approved on-site Project Safety Plan for the Project. The DBT shall monitor and enforce construction responsibility for safety and health issues relating to all workers at the Project Site. This shall include workers in direct employment to the Contractor and workers involved in a subcontracting, equipment supply, or any other project-related oral or written arrangement with the DBT.
15. Report accidents, claims, and other on-going safety related issues to the City in a manner consistent with Citywide reporting systems.

**D. Operations and Startup Phase Services**

1. The DBT shall prepare, submit for City review and written approval a Project Startup and Testing Plan for the Project. The DBT shall fully implement the plan.
2. The DBT shall conduct Operator Training Sessions for personnel.
3. The DBT shall supervise, manage, and coordinate all project startup and testing activities for all systems.

4. Provide operation and maintenance manuals for equipment purchase and installed by DBT.
5. The DBT shall report progress of project startup and testing to the City in a manner consistent with the City's reporting system.
6. The DBT shall coordinate and expedite record drawings and specifications.
7. The DBT shall prepare final accounting and close out reports.
8. The DBT shall prepare occupancy plan reports.
9. Post Construction: DBT shall coordinate an 11-month walk through of the Project to review guarantee/warranty items. DBT shall coordinate all corrective work with the responsible parties and the City. The DBT shall report to the City all guarantee/warranty disputes. The DBT shall proceed to resolve such disputes after having submitted to the City for review and approval the DBT's approach for obtaining resolution of the dispute.

### **III. DESIGN BUILDER SELECTION PROCESS**

Candidates will compete first on the basis of experience, design talent, past performance, resources, construction management skills and first phase schedule of values. Selected DB may be requested to coordinate and negotiate with a City appointed design team that will be involved in the final planning/ design of the project. Contracts will be awarded in accordance with the Chula Vista Municipal code and the Design/Build ordinance as outlined in Section .257 of the Chula Vista Municipal Code.

### **IV. REQUEST FOR PROPOSALS SCHEDULE**

The following schedule applies to the solicitation, receipt and evaluation of the Statement of Qualifications (SOQ) and the selection of the DB. This RFP schedule is subject to modification in the City's sole discretion:

Advertise and Issue RFP	May 7, 2013
SOQ Submittals Due	May 29, 2013
City may Interview Qualified Candidates	June 2013
City Council Certifies DB	July 2013

### **V. PUBLIC DISCLOSURE**

Under the California Public Records Act Under the California Public Records Act (California Government Code Section 6250 et seq.) records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. The



cover letter of the submittal should contain a paragraph that states whether or not DBT believes that its submittal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not DBT considers such information to be confidential.

In the absence of a declaration, City may be obligated to disclose proposal to any party that requests it. Regardless of assertions of confidentiality, proposal contents may still be disclosed if City, or a court with jurisdiction, determines that such proposal is a public record requiring disclosure.

## **VI. SUBMITTAL REQUIREMENTS**

The submittal deadline is May 29, 2013, no later than 2:00 P.M. (PST) at the City of Chula Vista, PublicWorks-Engineering Department. 276 Fourth Avenue Building 200. Chula Vista, CA 91910.

1. Three (3) single-spaced copies, no more than 20 pages plus attachments in length, excluding exhibits and appendices, are required for submittal. Submittals should be as brief as possible, while adequately describing how the DBT will approach the design build work program. Proposal creativity is encouraged, but extravagance in proposal style and format is discouraged. SOQ shall include:
  - A letter of interest
  - Summary of Qualifications
  - Organizational Chart for project Team
  - Design Build fee structure
  - Resume (of key DB members)
  - Detailed Design Build experience
  - Client References
  - Schedule of Rates
2. The submittal should focus on previous experience developing public projects as well as knowledge of issues germane to large scale development projects, a demonstrated ability to implement creative solutions to complex planning issues and a demonstrated ability to complete complex tasks within the parameters of a fast-paced performance schedule and within the terms of the contract.
3. The submittal shall also provide the name, title, address, and telephone number of individual(s) with authority to negotiate for the candidate and also who may be contacted during the period of submittal evaluation.

4. Statement of the DBT's ability, if selected, to enter into a City contract with the City of Chula Vista, and ability to avoid conflicts of interest on this or any other public or private projects.
5. Other Information
  - a. Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims).
  - b. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., computer capabilities, software applications, model protocol, and modeling programs, etc.)
  - c. Respondents should provide, on a strictly confident basis, the following information:
    - 1) Copy of financial statements submitted to the IRS for the last two years, due upon acceptance of proposal
    - 2) List of projects completed in the last year
    - 3) List of projects currently under development, or construction with status, development schedule and financial commitment
    - 4) List of projects currently involved in litigation or unresolved claims for the contract
7. Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualifications.

## **VII. CONTRACT TERMS AND CONDITIONS**

City retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Chula Vista City Council in its sole discretion.

Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. The contract shall be prepared on a form acceptable to the City. The form of compensation shall be negotiated. The City reserves the right to propose a variety of compensation structures, including: 1) time and materials not to exceed, 2) guaranteed lump sum, and 3) percentage of project costs.

City reserves the right on a project specific basis to request insurance including, but not limited to: increased limits of Liability coverage, CA admitted carriers A.M. Best rated no less than A V, Additional Insured Endorsement which does not exclude Completed Operations, Excess Liability, Pollution Liability, E&O / Professional Liability Extended

Reporting Period excess of 2 years, Completed Operations Coverage of up to ten years, Contractor Controlled or “Wrap Up” Insurance Program, Bonds.

Each submittal shall be valid for not less than one hundred and twenty (120) days from the date of receipt. The firm(s) selected to perform the work described in this RFP will be required to provide minimum evidence of insurance as follows:

1. Commercial General Liability insurance, ISO CG 0001 Occurrence form, with limits of not less than \$2,000,000 per occurrence per project. Policy to include endorsement naming City of Chula Vista, its officers, officials, employees and volunteers as Additional Insured against all liability of the DB, its subcontractors, and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Policy is to be endorsed to state it is Primary to any other insurance available to the City of Chula Vista and that insurer will provide THIRTY (30) days written notice to the City Clerk of the City of Chula Vista of cancellation or material change.
2. Commercial Automobile Liability Insurance, ISO CA 0001 form, Any Auto code, with a combined single limit of not less than \$1,000,000, covering bodily injury and property damage for owned, non-owned and hired automobiles, and name the City, its officers, officials, employees and volunteers as additional insured's.
3. Workers' Compensation and Employer's Liability insurance, for all employees who are normally engaged in Work at the Project Site, with Statutory Limits for Workers' Compensation and not less than Employer's Liability limit for Bodily injury by Accident \$1,000,000, each accident Bodily Injury by Disease \$1,000,000, Bodily Injury by Disease \$1,000,000. A Waiver of Subrogation shall be endorsed to the policy naming the City of Chula Vista.
4. Professional Liability insurance shall be required of said firm for professional liability or errors and omissions insurance with a per claim limit of not less than \$2,000,000 for services performed by the Design contractors and any subcontractors performing design services. The policy shall contain an extended reporting period of not less than 2 years.
5. Builder's Risk Property Insurance may be provided by the DB. The DB will add the City, its officials, officers, employees and volunteers as Loss Payee. The insurance shall waive any right of recovery under subrogation for those insured under this policy. The limit is to reflect full replacement cost of hard cost construction values. Perils are to be all risk excluding Earthquake and Flood. Perils are to include any transportation risk but is to exclude any

equipment, machinery, tools, or property of similar nature, owned, rented or used by DB or contractors.

6. Other Provisions. Prior to beginning Work under the Agreement, each and every contractor of any tier shall furnish Certificates of Insurance satisfactory to the City. All such certificates will contain at least the following provisions:
  - a. Thirty (30) days written notice to the City prior to any cancellation, non-renewal or materials reduction in coverage.
  - b. The words “will endeavor” and “but failure to mail such notice shall impose no such obligation or liability of any kind upon the company, its agents or representatives” will be deleted from the certificate.
  - c. Throughout the life of the Agreement, each and every contractor of any tier shall pay for and maintain in full force and effect, with an insurer authorized by the California Insurance Commissioner to do business in the State of California, the policies evidenced herein.

The City reserves the right to modify the insurance requirements or to substitute project insurance during contract negotiations.

Bonds may be required for individual projects as required by City Policy.

*End of Request for Proposals*

## PART 2

### SPECIAL PROVISIONS – TECHNICAL

#### 2-1 WORK TO BE DONE

The general scope of the project pertains to the design and construction of a kitten /rabbit viewing enclosure and other improvements at the Chula Vista Animal Care Facility in the City of Chula Vista, California. The City's intention is to phase the construction as foundation and grant funds are obtained.

The work to be done includes all design, labor, material, equipment, transportation, interaction with staff and scheduling necessary for the project as described in these documents.

The completed projects will be turn-key and work in general includes, but is not limited to the following: an all new installation as outlined in, but not limited to the specifications listed below and construction of all appurtenances and other work as may be necessary to render the improvements operational when the project is considered complete.

The items are to be constructed or finished and installed in a complete and workmanlike manner, in accordance with the plans, "Greenbook 2006" Standards and specifications and CBC 2011. Bidders must have a valid "A or B" Contractor's certification from the California State Contractors License Board.

Such other items or details not mentioned above, that are required by the manufacturers recommendations, specifications, or these special provisions, shall be performed, placed, constructed or installed as required for a **complete project**.

##### Phase 1:

Complete the electrical, mechanical and plumbing design for the original documents and construct a 469 sq. ft. new building per plans using value engineering to bring the completed project in, at, or below \$150,000. The project shall be coordinated and built to accommodate phase 2.

##### Phase 2:

Complete the electrical, mechanical and plumbing design for the original documents and construct a 610 sq. ft. new building per plans using value engineering to complete the building project started in Phase 1. Install a fire alarm system in the main building and complete any ADA requirements for the entire project.

##### Phase 3:

Design and construct an approximately 600 sq. ft. storefront entrance, a 200 sq. ft. enclosed receiving area and create a 480 sq. ft. conditioned space in a pre-fab metal storage building to complete the project.

Value engineer above items to bring project into overall remaining budget.

**ATTACHMENT 1**

**SAMPLE DESIGN BUILD AGREEMENT**

**ATTACHMENT 2**  
**PRELIMINARY PLANS**