

DOCUMENT 00 1119

**REQUEST FOR PROPOSALS**

The City of Santa Clarita ("Owner" or "City"), will receive competitive sealed Proposals from Design-Build Teams as described herein, for the following public work: **City of Santa Clarita Parking Structure – Old Town Newhall ("Parking Structure Project" or "Project")**.

**ARTICLE 1 – INTRODUCTION**

**1.01 Receipt of Proposals**

- A. City will receive sealed Proposals at City of Santa Clarita City Clerk's Office (first floor suite 120) 23920 Valencia Boulevard Santa Clarita, CA 91355, on Friday June 24, 2016. Proposals shall be due before 2 p.m., as determined by time and date stamp clock in the City Clerks Office.
- B. All Proposal envelopes will be time-stamped to reflect their submittal time. City will reject all Proposals received after the specified time, and will return such Proposals unopened to the Design-Proposers.
- C. If a Proposer is delivering its Proposal via U.S. Postal Service, additional time will need to be allotted, as delays could result in the rejection of a Proposal.
- D. If a Proposer is delivering its Proposal via hand delivery, additional time will need to be allotted to account for building security procedures.
- E. Proposers are notified that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8. Division 1, Chapter 8. Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

**1.02 Proposal Requirements**

- A. This Document 00 1119 sets forward terms and conditions for development, preparation, receipt, review, and evaluation of Project Proposals.
- B. Each Proposer (also referred to as "Design-Build Team") must submit its Proposal in accordance with this Document 00 1119.
- C. Only those Design-Build Teams who prequalified pursuant to the Owner prequalification process for Design Build Teams, issued September 8, 2015, and any amendments, modifications or supplements thereto (the "Prequalification Process"), are eligible to submit Proposals.
- D. The maximum budget for the design and construction of the Base Project is \$10,500,000 ("Budget"). Any Proposal that results in a Base Project for a price greater than this Budget may be considered non-responsive.
- E. Each contractor and subcontractor participating with the Design-Build Team and / or performing work for the City's Parking Structure Project shall hold a valid California Contractor's License, in accordance with California Business and Professions Code, Sections 7000, et seq., and shall be registered with the California Department of Industrial Relations, in accordance with California Labor Code, Section 1725.5.

### **1.03 Bridging Documents**

- A. Bridging Documents describe the Project's minimum mandatory scope and needs.
- B. Bridging Documents are made available under Document 00 5201 (Bridging Documents).
- C. Bridging Documents are also known as "Performance Criteria and Concept Drawings."

### **1.04 Critical Success Factors**

- A. Critical Success Factors ("CSF") are those issues that the City's Project Team and its project consultants have agreed are essential to the success of this Project, and are the core essence of the Proposer's responsibility. It is essential that the Proposer be responsive to the CSF and use the CSF as a guide in both the development of the response to the RFP, and in the Parking Structure Project's design and construction requirements. All Proposals will be reviewed and evaluated in light of the Critical Success Factors.
  - 1. The City's Parking Structure Project must be entirely operational by March 30, 2018 .
  - 2. The City's Department of Public Works and other stakeholders have been integrally involved in developing the Bridging Documents for the project. The Design-Build Team will be expected to exhibit and foster ongoing teamwork and collaboration with this project team in every aspect of the effort to complete the project design, construction, start-up and testing, commissioning, transition, completion and activation.
  - 3. The Design-Build Team will be expected to:
    - a. Fulfill all obligations of Design-Build Team under the Contract Documents;
    - b. Fulfill all obligations of Architect of Record for the Project;
    - c. Comply with the requirements of all Federal, State, County, and other authorities having jurisdiction regulations for required reviews, approvals, permits, construction, inspection, and record keeping;
    - d. Create a Project that is energy efficient and uses sustainable design elements and construction practices and minimizes life-cycle costs;
    - e. Utilize REVIT drawings to maximize the accuracy and efficiency of the design process, quality of construction, and to facilitate transition to facility maintenance;
    - f. Thoroughly start-up and test and commission new systems to ensure efficient and reliable operation and compliance with performance requirements established in the Bridging Documents; and
    - g. Systematically furnish all required warranties, operation and maintenance manuals, and record documents and successfully transition and train facility staff, closing out the Project with no defects.
- B. The CSF are the minimum standards that must be implemented under this Project.
- C. City requires Proposers to price Additive Alternates in their Proposals. All Additive Alternates must be of high quality, add significant value, provide benefit to City and are beyond the minimum

requirements established in the RFP.

#### **1.05 Conditional Award**

- A. Notwithstanding any other provision of this Document 00 1119 or any other Proposal Document including, without limitation, Document 00 5100 (Notice of Conditional Award; see paragraph 5.02 below) any Contract award by Owner is conditioned on, and subject to, the meeting by adjacent projects owners (Mixed Use and Theater) of key milestone dates. Owner shall have no obligation under Contract Documents, including without limitation any obligation to pay any portion of Contract Sum, unless and until the adjacent project owners meet the key milestone dates.

### **ARTICLE 2 – PROPOSAL DEVELOPMENT**

#### **2.01 Mandatory Pre-Proposal Conference and Mandatory Site Visit**

- A. A Mandatory Pre-Proposal Conference will be conducted on Wednesday, June 8, 2016 at 10:00 AM at the City of Santa Clarita Old Town Newhall Library located at 24500 Main Street Santa Clarita, CA 91321 (661) 259-0750. Proposers are encouraged to transmit written questions in advance of the Conference. A Mandatory Site Visit will follow at 11:00 AM at the project site just south of the Library.
- C. City will transmit to all Proposers any Addenda as City in its discretion considers necessary in response to questions arising at the Pre-Proposal Conference, mandatory site visit or from confidential meetings. Proposers shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

#### **2.02 Existing Conditions and Related Data**

- A. Refer to Document 00 3100 (Available Project Information) and Document 00 3132 (Preliminary Geotechnical Data and Existing Conditions).

#### **2.03 Addenda**

- A. Proposers must direct to City all questions about the meaning or intent of this Document 00 1119 (Request for Proposal) and other Proposal Documents. Proposers must submit their questions by email. City will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions.
- B. City will send by email Addenda to each of the pre-qualified Proposers to the address supplied to City by each of them. City may not respond to questions received after June 17, 2016 by 5:00 PM. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. If City deems advisable, City may also issue Addenda to modify the Proposal Documents.
- D. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Proposers may obtain a complete listing of Addenda from City.

#### **2.04 Other Requirements Prior To Proposing**

- A. Submission of a Proposal signifies the Proposer's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed.
- B. Proposer must complete the required investigations described in Document 00 7253 (General Conditions), as a condition to submitting a Proposal, and submission of Proposal shall constitute

the Proposer's express representation to City that Proposer has fully completed these required investigations.

## ARTICLE 3 – CONTENT OF PROPOSALS

### 3.01 General Proposal Submission - Contents

- A. Each Proposer shall submit its Proposal to the City at the address indicated herein.
- B. Each Proposer shall submit proposals neatly organized in three (3) ring ("D-ring" type) binders with the appropriate table of contents and tabs/dividers for:
  - 1. One (1) complete original Parking Structure Project Proposal with original signatures and all required deliverables. Separate from the copies and clearly marked as "ORIGINAL"
  - 2. Nine (9) copies of the Parking Structure Project Proposal and all required deliverables.
  - 3. Written text: 8 ½" x 11" sheets of paper organized in three (3) ring binders.
  - 4. Drawings: ½ size standard edge bound and stapled.
  - 5. Five (5) thumb drives with an electronic copy of the Parking Structure Project Proposal and all required deliverables.
- C. Proposers shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each factor identified herein as Evaluation Factors paragraph 4.04 below.
- D. As part of the Proposal evaluation process after Proposer's Proposal submission, Proposals shall be deemed to include written responses of any Proposer questions or requests for information to City regarding this RFP.
- E. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
  - 1. Document 00 4200 (Proposal Form).
    - a. The Proposal Form must be completed as indicated therein. Proposers must provide information for all items, including Additive Alternates, Unit Prices (Part V) (see Section 01 1100, Summary of Work, para. 1.03.C) and hourly rates for architects and engineers for changes in Contract Amounts (Schedule V). Information regarding Proposer's Proposed Reduction in Scope of Work (if required or otherwise included) must be attached to the Proposal Form (Document 00 4200).
  - 2. Proposal Security.
    - a. Proposers must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than 10% of the Total Base Price (Part I), payable to the City of Santa Clarita.
    - b. Corporate surety bonds must be in form of Document 00 4316 (Bond Accompanying Proposal).
    - c. City will reject as non-responsive any Proposal submitted without the necessary Proposal security. City may retain all Proposal securities and Proposal bonds until the later of 60 days after Proposal opening or execution of the Contract and deposit of all necessary bonds and other items, at which time City shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
  - 3. Document 00 4330 (Subcontractors List), identifying all Subcontractors who will participate in the Contract and who are known to be performing portions of the Work on Proposal day

(Designated Subcontractors).

4. Document 00 4516 (Design-Build Team Certifications), signed and completed (and including any appendices) as indicated therein.
  5. Document 00 4520 (Non-Collusion Declaration), subscribed and sworn before a notary public. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.
  6. Document 00 4530 (Iran Contracting Act Certifications), signed and completed as indicated therein.
  7. Letter from Surety. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-, VII or better, confirming that surety has agreed to provide Design-Build Team with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
  8. Letter from Insurer. A letter from an insurance underwriter, having a financial rating identified in Document 00 7316 (Supplementary General Conditions – Insurance and Indemnification), confirming that the insurer will provide the coverages and amounts required for Design-Build Team specified in the Contract Documents.
  9. Material Changes List. If Proposer is unable to certify in Document 00 4516 (Design-Build Team Certifications) that all information it submitted to City in connection with the Pre-Qualification Process remains true and correct in all material respects as of the date of submitting its Proposal, a list of all such changes (“Material Changes List”), accompanied by the same types of information that Proposer was required to submit for as part of the Pre-Qualification Process.
  10. Technical Proposal Submission, containing the following items, as further described or referenced in paragraph 3.02 below:
    - a. Proposed Staffing and Designated Subcontractors
    - b. Proposed Design and Design Approach; Life-Cycle Costs
    - c. Preliminary Baseline Design/Construction Schedule, including Staffing Plan
    - d. Draft Project Management Plan
    - e. Base Price; Additive and Deductive Alternates; Unit Prices
    - f. Skilled Labor Force Availability
    - g. Acceptable Safety Record
- F. To assist in City evaluation, Proposers are encouraged to organize their Technical Proposal Submissions based on the following five Evaluation Factors, as further described in paragraph 4.04 below:
- a. Proposed Team Technical Design and Construction Expertise
  - b. Proposed Design and Design Approach
  - c. Project Pricing and Features
  - d. Preliminary Baseline Design/Construction Schedule/Duration
  - e. Life-Cycle Costs over 30 Years

### **3.02 Technical Proposal Submission**

#### **A. Proposed Staffing and Designated Subcontractors**

1. Submit a list of the proposed staffing for the Project; the listing must include all key team personnel previously approved in the Pre-Qualification Process, and include at a minimum the specific positions indicated below, and such others as City may request before Proposal date ("Key Personnel"). Substitutions will not be permitted without prior approval of the City. Additional staff required, but not part of the Pre-Qualification Process, should be added. See also paragraph 3.02D below.
  - a. Overall Project Manager
  - b. Design Manager
  - c. General Superintendent
  - d. Superintendent
  - e. Architect of Record
  - f. Design Architect
  - g. Quality Control Manager
  - h. Safety Manager
2. All Subcontractors who are known to be performing portions of the Work on Proposal day (Designated Subcontractors) must be identified in Document 00 4330 (Subcontractors List). All Subcontractors not designated or trade not performed by the Design-Build Team must be competitively bid and awarded by the Design-Build Team. Designated Subcontractors will not require public bidding beyond this RFP process.
3. All Subcontractors working on Project Site, whether included in Proposal or otherwise, must have an Experience Modification Rate (EMR) of 1.00 or less.

#### **B. Proposed Design and Design Approach; Life-Cycle Costs**

1. General: Prepare written documents listed below to depict the Proposer's design in response to the County's requirements. The submittal requirements listed below are minimum requirements. Proposer may submit additional materials in their Proposal. Additional materials submitted by the Proposer may or may not be reviewed by the City at the City's sole discretion. Internet links to websites are not permitted.
2. Design narrative may include diagrams, graphic illustrations, conceptual sketches and ideas, exhibits, and photographic images. 8 1/2" x 11" Format. (Site plans, conceptual floor plans, grading plans, etc. to be scaled to fit standard drawing sheet size (30" x 42") with 1/2 size sheets required for submittal).
3. Prepare conceptual drawings for elements of the project the Design-Build Team has developed further than the "Concept Drawings" or that constitute proposed refinements to the "Concept Drawings" prepared by Walker Parking Consultants.
  - a. Site Plan: Overall site plan including the size and locations of the proposed elements, and all landscape, and hardscape (including parking), integration with existing facilities, access and security. Provide conceptual drawings to assure visual unity between areas all site components and building forms.
  - b. Conceptual Floor Plans: 1/16" = 1'-0" Scale (minimum) overall plans of the proposed building elements.

4. Technical Approach Plans for the Parking Structure Facility, including backup documentation as appropriate, to identify the proposed types, integration, and operations of systems for the facility illustrating the best value for the City. Technical approach plans are to include, if different from the Performance Criteria and Concept Drawings:
  - a. Narrative(s) detailing the basic approach.
  - b. Conceptual layout(s) of building systems.
  - c. Proposed systems including a description of types, efficiencies, quantities and capacities.
  - d. Approach to maintaining and servicing proposed systems.
  - e. Narrative(s) outlining the proven track record(s) of the proposed systems and vendors including tried and tested processes, systems and capabilities.
5. On- and Off-Site Civil and Utilities Systems, if different from the Performance Criteria and Concept Drawings prepared by Walker Parking Consultants:
  - a. Provide a narrative description and where applicable, conceptual drawings of the proposed civil engineering design and approach, including the proposed unique design features, conformance with the Contractor's Storm Water Pollution Prevention Plan, sustainability features and energy conservation for the best value for the City.
6. Provide a conceptual Grading Plan, if different from the Performance Criteria and Concept Drawings prepared by Walker Parking Consultants, including a narrative and backup documentation as appropriate, to address the approach and sequence of grading activities. Include your approach to efficiently design and install building pads.
7. Prepare conceptual, if different from the Performance Criteria and Concept Drawings, Site Utility Plans with points of connection including: Sanitary Sewer, Domestic and Fire Water, Storm Drain, Gas and Electrical services.
8. Include hard and soft calculations that demonstrate the level of energy efficiency, as well as a Statement regarding the Proposers' experience in using such programs.
9. Submit a Life-Cycle Cost (LCC) analysis of proposed systems describing the Proposer's approach for evaluating alternatives and developing cost effective designs, systems and components as part of sustainable design. Life-cycle benefit analyses must be shown as present value amounts using a 5.5% discount rate, 30 year life-cycle period, 3% energy costs escalation rate, 3% personnel/staff escalation rate and 2% maintenance cost escalation rate.

C. Draft Project Management Plan

Submit a draft Project Management Plan that addresses all the following: (in no particular order):

1. Communication Plan, including:
  - a. Proposer's Organization and Lines of Communication
  - b. Electronic Communications, including requirements for a Site Project website (to be provided by Design-Build Team)
  - c. Meetings and Conferences Plan
2. Contract Administration and Procedures Plan
3. Collaboration and Coordination Plan
4. Quality Assurance / Quality Control Plan
5. Construction Traffic Management Plan

6. Storm Water Pollution Prevention Plan
7. City of Santa Clarita Project Conditions implementation and monitoring plan
8. Systems/Design Confirmation Plan
9. "For Construction" Document Development Plan
10. Waste Management Plan
11. Safety Plan
12. Commissioning Plan
13. Record Documents Plan
14. Scheduling Plan
15. Monthly Report
16. Conflict Resolution Plan
17. REVIT Coordination Plan
18. Transition and Close-out Plan

D. Preliminary Baseline Design/Construction Schedule, including Staffing Plan

1. Submit a preliminary baseline cost-loaded design/construction schedule to complete the Work – "City of Santa Clarita Parking Structure – Old Town Newhall Project Schedule" - incorporating critical milestones and events known or understood by the Project Proposer, i.e. coordination with other projects planned at the site. The schedule must represent the Project Proposer's intended plan for completing the Work within the contract time, and comply with Section 01 3200 Progress Schedules and Reports, paragraph 2.03C, including the requirement that Costs be assigned to each submittal activity line item on the Schedule of Values.
2. The preliminary schedule shall include a Key Personnel staffing schedule, indicating all periods when each of the Key Personnel (as defined in paragraph 3.02A above) are anticipated to be committed to working on the Project, and other information in Section 01 3200 paragraph 3.02C.3.
3. In developing the Preliminary Baseline Design/Construction Schedule the Project Proposer should consider activities, logic, durations, and milestones related to the following:

a. Systems/Design Confirmation

Proposer must include in its schedule a turnaround times for each review and approval by all authorities having jurisdiction of design activities for each project component as necessary to document Design-build Team's specific approach to meet the design guidelines and performance requirements required by Bridging Documents, and as required to construct the Parking Structure Project including, but not limited to:

1. On and off-site utilities
2. Off-site Right-of-Way improvements (Streets and Sidewalks)
3. Site grading and geotechnical requirements
4. Main facility design and construction
5. Completion / confirmation

Each complete design package submission shall consist of two (2) elements – a 70% Construction Drawing submittal and a final Construction Drawing submittal. The 70% CD submittal shall be the initial submittal. The final CD Submittal shall incorporate satisfactory solutions to issues raised by the authorities having jurisdiction of design activities or other entities with an interest in the Project from their review of the 70% CD submittal. The intent is to give these entities an initial review based on substantially developed CD's, then incorporate solutions to issues raised into a final set for their review



and approval – a two-step process for each of the two complete design package submissions.

**b. Parking Structure Project Stakeholder Reviews**

Proposed review and confirmation activities and durations for Parking Structure Project stakeholder team during program confirmation, systems confirmation, design, construction, submittal review, start-up and testing, commissioning, and project close-out. For the design specifically, provide a schematic design for review and comment by Parking Structure Project stakeholders, and then a final design that incorporates the comments received on the schematic design. Parking Structure Project stakeholder team Stakeholders may include, but are not limited to [Insert description of neighboring multi-use project decision-makers].

**c. Regulatory Agency Reviews**

Proposed review and approval activities and durations during design, construction, commissioning, and project close-out including, but not limited to:

1. Authorities Having Jurisdiction, i.e., City of Santa Clarita, Los Angeles County Department of Public Works, Los Angeles County Fire Department, Air Quality Management District, Regional Water Quality Control Board, utility companies.

**d. Coordination with Other Projects at or Adjacent to the Site**

Design-Build Team acknowledges that it has been advised of the two pending adjacent projects: Mixed Use and Theater Projects. Design-Build Team acknowledges that it has been advised there will be an increased need to coordinate its work with the two adjacent project Owners (Serrano and Laemmle). Accordingly, Design-Build Team will be required to fulfill its obligation under the General Conditions (Document 00 7253) to coordinate its work with the work of the adjacent projects, to cooperate in accommodating the needs of the adjacent projects, and to hold however many coordination meetings Owner deems reasonably necessary to facilitate coordinated work activities at the Project site. In the event of a dispute between Design-Build Team and a neighboring project Owner regarding how best to accomplish coordination of a particular task, Design-Build Team will be required to transmit notice of the dispute to Owner. Owner shall be the final arbiter of any such dispute.

**e. In planning the project activities, durations, and milestones, Proposer should consider the following:**

Review and approvals periods required by federal, state, county and other authorities having jurisdiction, regulatory review and approvals

1. Refer to the provided schedule for project submittal milestone dates.
2. Include requirements for building commissioning.

**E. Pricing**

1. Additive Alternates: Project includes Additive Alternates with Decision Point Dates. The Additive Alternates are worth up to 15 points. Detailed descriptions of the Additive Alternates are contained in Section 01 1100 and the Bridging Documents.
2. Contract Sum: City will take Additive Alternates into account in determining **Contract Sum**

only if actually included in Contract, either at time of award (see Document 00 5100 Notice of Conditional Award and Document 00 5200 Agreement paragraph 1.02.B) or subsequently as an Alternate.

3. Unit Pricing: Not used.
4. Pricing for all Additive Alternates that are not included in Contract Sum at time of award will remain available until the City Decision Point Date. City may add any Additive Alternates to Contract, at price indicated in Document 00 4200 (Proposal Form) by notifying Design-Build Team no later than the Decision Point Date indicated for each item in the Proposal Form ("City Decision Point Date"). See also Document 00 5200 (Agreement) paragraph 1.03.

### 3.03 Proposal Guide

To aid Proposers in preparing and submitting their Proposals, the following is provided as a guide:

- A. The certification of the Contract Sum must be without any conditions and/or alterations and/or exceptions (other than as provided in paragraph 1.02D, above).
- B. Design-Build Agreement administration refinements, conditions regarding price escalation, Design-Build Agreement language modifications, value engineering to attain City's budget, additional allowances that limit the extent of work, modifications to RFP documents that reduce the RFP requirements or scope of work, and/or infer pre-approval of substitutions, etc., or any other conditions, clarifications that reduce the requirements and/or infer a pre-approval of a change to the requirements or a conditional acceptance of the Project Proposal will not be allowed and may be the basis for considering the Project Proposal to be non-responsive at the City's sole discretion.
- C. Substitutions: It is the intent of the City to utilize the creative expertise of the Proposers. The requirements of the Contract Documents establish the design intent, level of quality and utility and special requirements. Shortlisted Proposers may propose, during their confidential interview(s), alternate materials, methods, and means to achieve the required results. However, the Proposer remains responsible for complying with the intent of Bridging Documents.
- D. Proposals for substitutions must be made in conformance with the Contract Documents and be made on a system-wide basis such that the City is not asked to piecemeal its review of individual elements of a system. The City will reasonably cooperate in considering and reviewing substitutions and/or modifications. The City is not required, however, to approve substitutions and/or modifications that would change or reduce the performance standards, intended use, and/or value of the Site Project. **The evaluation of the Proposals during this selection phase is not intended to be final judgment on the validity or acceptability of alternate solutions.**
- E. The acceptance of, and/or the issuance of a stipend in connection with the Project Proposal, does not constitute acceptance by the City that any or all of the proposed elements are in conformance with the Contract Documents.
- F. The Proposer is responsible for foreseeable site conditions and hazardous materials to the extent described in the Proposal Documents and/or that could be reasonably inferred by the Proposers based on their experience and expertise on similar projects.
- G. Proposers are required to perform their own site investigations.

## **ARTICLE 4 – PROPOSAL RECEIPT AND EVALUATION**

### **4.01 General**

- A. Proposals will be evaluated in a two-stage process. In the first stage (“Stage 1”), all pre-qualified Proposers will participate. In the second stage (“Stage 2”), the City may or may not ask to conduct a second Confidential Meeting with the prequalified Proposers. All three Proposers will be asked to submit best and final Proposals, and if award is to be made it will be based on the best and final Proposal.
- B. The prequalified Proposers who are not awarded the Contract may be eligible to receive a stipend of \$10,000.00 for their participation in the Proposal process. In exchange for eligibility to receive the stipend, participation in the Proposal process, and subject to compliance with the obligations herein, all pre-qualified Proposers shall agree to the following conditions:
  - 1. Any pre-qualified Proposer not awarded the Contract shall agree to not protest the award of the Contract to a different pre-qualified Proposer at any time during the review and award process.
  - 2. All Proposal documents and other submissions and concepts discussed by any pre-qualified Proposer shall become the City’s property.
- C. Any pre-qualified Proposer that fails to submit a responsive Proposal (including, without limitation, withdrawing from the competition as provided in paragraph 1.02E above), and any finalist Proposer that fails to submit a responsive best and final Proposal, shall not receive a stipend.

### **4.02 Proposal Receipt and Evaluation (Stage 1)**

- A. City shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described below.
- B. City will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. City action on defective Proposals may include refusal to evaluate such Proposals and elimination of Proposer submitting such Proposals from the Proposal process. City reserves all rights to take any action consistent with the requirements of this Document 00 1119 (Request for Proposals) including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- C. All Proposals from Proposers that remain after the preliminary review shall be evaluated by one or more Selection Committee(s), which will be comprised of individuals selected by the City. The Selection Committee(s) will review the Proposals and award points using the methodology described in this Document 00 1119.
- D. Following the evaluation of all Proposals received (Stage 1), the City will provide guidance to the Design-Build Teams for their participation in the Best and Final process (Stage 2).

### **4.03 Interviews / Presentation / Best and Final Proposal (Stage 2)**

- A. Following receipt and evaluation of Proposals, each of the prequalified Proposers will be invited to confidential and proprietary interviews/presentations. The interviews/presentations are anticipated to take place on Wednesday, June 29, 2016 from 8:00 AM to 2:00 PM at the City Hall. At that time, each Proposer will have an opportunity to discuss its Proposal in detail with the Selection Committee. This may be another opportunity for City to request additional clarification. In these interviews, the Proposer and its team of contractors, architects, engineers, and specialty consultants will present the Proposal, and respond to questions from the Selection Committee.

Each Proposer must have their proposed key personnel assigned to the Project present as the primary representatives during this process. The specific date(s), times, and locations for each Proposer's interview will be established and announced at a later date.

- B. City reserves the right to establish additional procedures for the interview/presentations, and will notify all Proposers if City exercises this right.
- C. In evaluating Proposals (both Stage 1 and Stage 2), City will consider the information provided in the Proposer's Proposals, the Proposer's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 1119 (Request for Proposals), Proposer's interview/presentation, or any other items provided prior to the issuance of Document 00 5050 (Notice of Intent to Award). City's evaluation of Proposals will follow the methodology described in this Document 00 1119.
- D. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and financial ability, proposed designers, subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Proposer's proposed price to City's satisfaction within the prescribed time. City shall have the right to communicate directly with Proposers' Surety regarding Proposer's bonds.
- E. City will resolve discrepancies between (1) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (2) written words and figures, or words and numerals, in favor of the words.

#### 4.04 Evaluation Factors/Best Value

- A. Maximum Points for Each Evaluation Factor For each of Stage 1 and Stage 2, City will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below. Points will be used solely for purpose of scoring. City reserves the right to select those Alternates it deems suitable within the times identified within the Decision Point Dates.

EVALUATION FACTORS		Maximum Points
I.	Base Project Pricing	25
II.	Project Pricing – Additive Alternates	15
III.	Schedule and Duration	15
IV.	Proposed Team Technical Design and Construction Expertise	15
V.	Proposed Design and Design Approach to Architectural Aesthetics, Design Innovation and Project Requirements and Adaptability to Refine Design to Maximize County Expenditures	15

<b>VI.</b>	Life-Cycle Costs over 30 Years	<b>5</b>
<b>VII.</b>	Quality of Proposal / Presentation and Questions	<b>10</b>
	<b>Total Maximum</b>	<b>100</b>

A. Evaluation Factor Description.

1. Factor I: Base Project Pricing

- a. Proposers whose Total Base Price, as described in more detail in Document 00 4200 Proposal Form, does not exceed \$10,500,000 will receive 20 points. The Proposer with the lowest Total Base Price will be awarded an additional 5 points.

2. Factor II: Project Pricing – Additive Alternates

- a. The Proposer whose Grand Total for Additive Alternates 1 - 6 in Schedule X is the lowest construction cost (including design fees) will receive an additional 15 points. Each other Proposer will receive fewer points in order from lowest price to highest price for Grand Total for Additive Alternates 1 – 6.

3. Factor # III: Preliminary Baseline Design/Construction Schedule and Duration.

- a. The Proposer whose Preliminary CPM Schedule (see paragraph 3.02D above) is determined by City to show a (i) recognition of and understanding of the tasks necessary to complete the Project, (ii) clear identification of the process requirements for each of the project stakeholders and all governing agencies that will affect the project, (iii) acknowledgement of critical milestones, and (iv) efficiencies that can be achieved in Project delivery and also, (v) the earliest realistically achievable completion dates, when compared with the Preliminary Baseline Design/Construction Schedules proposed by the other Proposers, and which includes a Key Personnel staffing schedule consistent with the proposed progress of the Work, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by City.

4. Factor # IV: Technical Design and Construction Expertise of Proposed Dedicated Staff Team (including Designers and Subcontractors)

- a. The Proposer whose proposed team, including designers and Designated Subcontractors (see paragraph 3.02A above), is determined by City to be the most qualified, when compared with the teams proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by City.

5. Factor # V: Proposed Design and Design Approach to Architectural Aesthetics, Design Innovation and Project Requirements and Adaptability to Refine Design to Maximize City Expenditures.

- a. The Proposer whose proposed Project design, and approach to designing the Project, in a manner that provides City with the best combination of quality, utility,

strategic approach to designing the project, architectural aesthetics of the proposed design solutions, and design innovation, while still complying with all Project Operational, Performance and quality requirements (see paragraph 3.02B above), is determined by City to be the best, when compared with the design and approaches proposed by the other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by City.

- b. For purposes of this evaluation factor: The term “architectural aesthetics of the proposed design solutions” shall broadly encompass the totality of a Proposer’s proposed design approach and innovative solutions, including the quality and responsiveness of any Plans, Drawings, Schematics, Specifications, and similar Design Documents submitted with the Proposal. Presentation drawings which adequately depict the proposed appearance, functionality and layout of the facility are highly encouraged.

6. Factor # VI: Life Cycle Costs over 30 Years

- a. City is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a thirty (30) year period and in assessing realistically achievable ideas for costs savings and/or proposed systems to reduce the project’s operating costs. As such, City will evaluate each Proposer’s Life-Cycle Cost (LCC) analysis and estimate the reasonably anticipated life cycle costs over 30 years associated with each Proposal, based on each Proposer’s Base Project reflected in Document 00 4200 (Proposal Form), and taking into account (i) replacement costs of any systems/components whose service lives do not exceed 30 years, and (ii) annual price increases and present value discounts. The Proposer whose Proposal is (1) estimated to have the least expensive life-cycle costs over 30 years and (2) determined to contain the most realistic proposals for cost savings shall receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by City.

7. Factor # VII: Quality of Proposal / Presentation and Questions

- a. The Proposer whose Proposal is determined by City to be the most thorough, comprehensive, and likely to achieve the highest quality project, when compared with the Proposals by other Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by City.

- B. Best Value; Tie Breaker. The Proposal that receives the greatest total number of points based on the above Evaluation Factors shall be considered to provide the Best Value to the City. In the event of a tie, pursuant to Public Contract Code, Section 20166, the City reserves the right to select the Proposal that, in the City’s sole discretion, is determined to provide a superior design and construction solution with regard to sustainability, efficiency, systems and processes, as compared to the other Proposal receiving a tied score, shall be considered to provide the Best Value to the City.

**4.05 Modification / Addition of RFP Procedures**

- A. City reserves the right to modify existing procedures and/or establish additional procedures for the Proposal process, and will notify all Proposers if City exercises this right.

#### 4.06 Proposal Submission Schedule

Date	Activity
May 25, 2016	Issue RFP for Parking Structure Project
June 8, 2016	Mandatory Pre-Proposal Conference and Mandatory Site Visit
June 24, 2016	Proposals Due
June 27-28, 2016	Evaluate Proposals
June 29, 2016	Confidential Meeting No. 1
July 7, 2016	Confidential Meeting No. 2 (Best & Final) (if Required)
July 12, 2016	City Council Conditional Award of D/B Contract
July 13, 2016	Notice of Conditional Award
July 14, 2016	Notice to Proceed with Construction Drawings

### ARTICLE 5 – AWARD

#### 5.01 Notice of Intent to Award

- A. If the Contract is to be awarded, City will notify the responsive Proposer whose best and final Proposal is determined to provide the Best Value to the City. City shall issue Document 00 5050 (Notice of Intent to Award). City shall electronically mail the Notice to all finalist Proposers who submitted best and final Proposals and all parties who requested that the City provide such notice. The Notice shall identify the Design-Build Team recommended for award.

#### 5.02 Award of Contract

- A. Upon completion of City's evaluation of all Proposals including, without limitation, all required action by the City's City Council, City shall issue Document 00 5100 (Notice of Conditional Award), which shall identify the next-two highest ranked Proposers. The City will issue a Notice to Proceed for the design phase of the project within 90 days of obtaining City Council approval. A second Notice to Proceed will be issued for construction. The timing for the issuing of the Notices to Proceed (design and construction) will be dependent upon third party actions relating to the development of the Old Town Newhall.
- B. Document 00 5100 (Notice of Conditional Award) shall, among other things, identify which Additive (if any) will be included in Work at time of award. All other Alternates will be subject to acceptance by County at the respective prices and until the respective dates (each, a "City Decision Point Date"), specified in the successful Proposer's final Document 00 4200 (Proposal Form).

### **5.03 Post-Notice of Conditional Award Requirements**

- A. After Notice of Conditional Award and issuance of the Design Notice to Proceed the successful Design-Build Team must submit the documents listed in items 1 and 6, below, no later than 5:00 p.m. on the date that is five calendar days after issuance of Notice of Conditional Award, and the remaining documents listed below no later than 5:00 p.m. on the date that is three (3) Days after receipt of all required consents from the DOF (see paragraph 1.05 above). Execution of the Contract is dependent upon approval of these documents:
1. Document 00 5200 (Agreement): To be executed by the successful Design-Build Team. Submit four (4) copies, each bearing all required original signatures.
  2. Document 00 6113.13 (Construction Performance Bond): To be executed by successful Design-Build Team and surety, in the amount set forth in Document 00 6113.13 (Construction Performance Bond). Submit one (1) copy, each bearing all required original signatures.
  3. Document 00 6113.16 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Team and surety, in the amount set forth in Document 00 6113.16 (Construction Payment Bond). Submit one (1) copy, each bearing all required original signatures.
  4. Document 00 6200 (Withheld Contract Funds Certification): To be executed by successful Design-Build Team. Submit a single copy.
  5. Document 00 6536 (Guaranty): To be executed by successful Design-Build Team, in the form set forth in Document 00 6536 (Guaranty). Submit four (4) copies, each bearing all required original signatures.
  6. Insurance forms, documents, certificates and endorsements required by Document 00 7316 (Insurance). Submit one (1) copy, each bearing all required original signatures.
  7. Any other document specified in Document 00 5100 (Notice of Conditional Award).

### **5.04 Failure to Execute and Deliver Documents**

- A. If the Design-Build Team to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents including bonds, insurance certificates, and other documents, as required in paragraph 5.03 above, City may, in its sole discretion, deposit the Design-Build Team's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Team's failure to enter into the Contract Documents. Design-Build Team agrees that calculating the damages City may suffer as a result of the Design-Build Team's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Team's required Proposal security shall be the agreed and presumed amount of City's damages.

### **5.05 Right to Reject Proposals**

- A. City, at its sole discretion, may reject any and all Proposals. City also reserves the right, in its sole discretion, to reject any or all Proposals and to re-issue a new Request for Proposals for the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Design-Build Team if City believes that it would not be in the best interest of the City to make an award to that Design-Build Team, whether because the Proposal is not responsive or the Design-Build Team is



unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City . City also reserves the right to waive informalities, inconsequential deviations, or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items or front-end loaded Schedule of Values.

## **ARTICLE 6 – GENERAL CONDITIONS AND REQUIREMENTS**

### **6.01 Contact Information**

Mailing and street address of City's main office:

City of Santa Clarita  
23920 Valencia Boulevard  
Santa Clarita, CA 91355  
(661) 259-CITY (2489)

Questions and inquiries should be addressed to:

Name: Hoon Hahn, PE, Senior Engineer  
E-Mail: [hhahn@santa-clarita.com](mailto:hhahn@santa-clarita.com)  
Phone: (661) 255-4953

With a copy to:

Name: Ross Pistone  
E-Mail: [rpistone@santa-clarita.com](mailto:rpistone@santa-clarita.com)  
Phone: (661) 286-4135

### **6.02 Wage Rates**

- A. Design-Build Teams are required to comply with all applicable state and federal prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner's main office and are deemed included in the Proposal Documents. Upon request, Owner will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at [www.dir.ca.gov](http://www.dir.ca.gov).

### **6.03 Equal Employment Opportunity**

- A. Design-Build Team shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

### **6.04 Ownership of Documents**

- A. All materials, including copyrights for original design work, submitted by Design-Build Team in response to this Request for Proposals shall become the property of the City.

#### **6.05 Public Records Act Requests**

- A. Pursuant to the California Public Records Act, City will make available to the public Design-Build Team's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 1119, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Team. Any such trade secrets or proprietary financial information that a Design-Build Team believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding a Proposal, City will notify Design-Build Team involved within ten days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Team timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Team determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Design-Build Team shall take all appropriate legal action and defend City's refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.
- C. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of City. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

#### **6.06 Definitions**

- A. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 7253 (General Conditions) or Specifications Section 01 4200 (References and Definitions).

**END OF DOCUMENT**