

# Request for Qualifications (RFQ)

Community Resource Center Project

255 W. Bullard Ave

Fresno, California

RFQ No. 2023

USING THE

Construction Manager General Contractor (CM/GC) Delivery Method

Date of Issue: 8-8-23



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**NOTIFICATION OF REQUEST FOR QUALIFICATIONS (RFQ)  
FOR THE CONSTRUCTION MANAGER AT-RISK DELIVERY OF**

**COMMUNITY RESOURCE CENTER**

RFQ #2023

Marjaree Mason Center (MMC) is requesting competitive Request for Qualifications (RFQ) Prequalification Questionnaires to pre-qualify prospective Construction Manager General Contractor entities (CM/GC) for preconstruction services and construction of:

Community Resource Center  
255 W. Bullard  
Fresno, California 93704

Prequalification Questionnaire Submission Deadline: Due No Later than 5:00 P.M. Pacific Standard Time, August 23, 2023 at:

Nicole Linder  
Marjaree Mason Center, CEO  
1600 M Street  
Fresno, CA 93721

**Project Type:** Remodel

**Required Contractor License Classification:** B-General Building Contractor

**Minimum Bonding Capacity:** \$12,000,000

Prospective CM/GC Entities that cannot provide bonding at that amount will not be considered qualified even through they otherwise may be qualified.

**CM/GC Project Budget:** \$12,000,000

**Insurance Limits:** CM/GC Entity minimum policy limit as per Appendix A and D.

**Project Website:** <https://mmcenter.org/bid-opportunities>

**Questions and Inquiries**

Requests for Clarification (RFCs) regarding this Request for Qualification (RFQ) must be submitted in writing to the attention of the Owner's Representative.

Email: [RFQ@mmcenter.org](mailto:RFQ@mmcenter.org)

Requests for Clarifications Due: No later than 5:00 P.M. PST, August 14, 2023

Questions received after this date may not receive response. MMC shall provide responses to all pertinent inquiries on MMC's website within three (3) working days of the inquiry submittal.

## **Updates**

All reasonable available information that will facilitate preparation of responses, requests for clarification and associated responses, and any addenda to this RFQ, will be posted on MMC project website.

Any changes to or clarification of the RFQ shall be in the form of written addendum. To receive email notification of updates to this RFQ, submit your email address to the Owner's Representative.

Email: [RFQ@mmcenter.org](mailto:RFQ@mmcenter.org)

Updates and addenda will not otherwise be distributed.

## **Basis of Selection**

The selection will be on a Best Value basis with a stipulated sum as the maximum not-to-exceed amount as the basis for a responsive proposal.

## **Stipend**

There will not be any stipend offered by the Owner in response to this RFQ and/or RFP process.

## **Notifications and Requirements**

MMC reserves the right to reject any and all RFQ Prequalification Questionnaires and to waive minor irregularities, to accept any RFQ Submittal or portion thereof, and to take all RFQ Prequalification Questionnaires under advertisement for such period of time as MMC deems necessary to complete said project.

Any oral explanation or interpretations provided with regard to this RFQ are not binding on MMC.

## **Procurement**

MMC has and will use documented procurement procedures, consistent with the standards of 2 CFR Part 200 section 320, 200.317, 200.318, and 200.319 for any method of procurement, acquisition or services required for this project in compliance under a Federal award or sub-award.

Proposals must be solicited from an adequate number of qualified offerors through publication efforts.

## **Obtaining RFQ**

Interested Construction Manager At-Risk entities may obtain the RFQ package, including anticipated schedule, appendices, etc. by downloading it from MMC's website:

<https://mmcenter.org/bid-opportunities>

The RFQ Questionnaire has been included within these RFQ documents.

## REQUEST FOR QUALIFICATIONS (RFQ) PREQUALIFICATION PROCEDURE

### Definitions

**Architect/Engineer:** The California State licensed architect or engineer developing the design of the project.

**Construction Manager At-Risk** abbreviated to **(CM/GC)** and the term **Construction Manager/General Contractor (CM/GC)** for purposes of all provisions and all attachments hereto, throughout this selection process and for purposes of contracting with the Owner shall have the same meaning and shall be interchangeable. The terms shall mean a partnership, corporation, or other legal entity qualified to provide the appropriate Construction Management services in oversight of the project from design to construction close-out and deliver it within the Stipulated Sum provided to the owner prior to the start of construction, for owner's sole determination and use in determining whether or not to contract with the CM/GC entity. Owner shall award contracts for 1.) Preconstruction services, and 2.) if so selected, General Contracting services. CM/GC is also an integral part of the development of the design of the project in order to ensure that the project budget, timeline, and federal regulations are met.

**Construction Phase:** Physical process of building and other associated activities in completing the project based upon the developed documents in the agreed upon timeline for the agreed upon cost. Additionally, this phase includes the closeout of the project.

**Constructability Review:** Process of analyzing and assessing the feasibility of construction before it even commences. The purpose of this process is to ensure the project's design is constructible, prevent work stoppages, reduce rework and waste, minimize cost overruns, and achieve a predictable outcome in alignment with project goals.

**Owner's Representative:** The party who has been selected and contracted to assist the Owner in oversight of the project during preconstruction and construction phases.

**Preconstruction Phase:** Phase of the project before actual construction begins. It involves planning, design, engineering, estimating, scheduling, and permitting activities. Phase is used to not only develop the design, but improve efficiencies, prevent problems, identify potential cost overruns, and avoid delays during the construction phase through taking specific steps to mitigate risks common to construction projects. This phase can also include procurement of materials and equipment.

**Program:** Working documents that outline a project's scope of work, identifying timescales, development phases, and resources necessary to complete the project.

**Questionnaire:** A research instrument that consists of a set of questions or other types of prompts that aims to collect information from a potential CM/GC entity, with that firm responding to such with a 'submittal' package addressing all required information defined by the RFQ process.

**SLFRF:** In 2021, the President of the United States signed into law the American Rescue Plan Act of 2021 ("ARPA") which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. These funds have been distributed through the County of Fresno to the subrecipient known as Marjaree Mason Center by way of formal agreement.

**Stipulated Sum:** a predetermined cost for the construction work defined by the project documents regardless of the actual cost of the project.

**Value Analysis:** Identification and assessment of a product, material, and/or systems in an attempt to provide "best value" in relation to its cost before function and/or life cycle costs. This process also known as "value engineering" requires a team approach, open lines of communication, and analyzing of all parties factual information to ensure maximum value for the project and Owner.

## BACKGROUND AND SUMMARY

The Marjaree Mason Center (“MMC”) is a 501(c)(3) organization that, for over 40 years, has offered safe housing and support services to adults and their children affected by domestic violence in Fresno. As the only comprehensive domestic violence agency in Fresno, the Marjaree Mason Center provides 24/7 crisis response, housing, legal advocacy, counseling and education to survivors, youth and those who have caused harm. The Center was founded in 1979 after the murder of Marjaree Mason, a native of Easton. A graduate of Washington High School and Reedley College, Marjaree lived in Fresno for 31 years and was well known in the community. MMC currently operates out of 7 locations with 100 employees. Last year, MMC served 8,500 adults and children from Fresno MMC.

The Site consists of one (1) lot that offers 5.57 acres at 255 W. Bullard Avenue, Fresno, California. The project includes the remodeling of an existing two-story commercial building, approximately 37,680 square feet in area. The building was previously used as a school or college. The facility will be remodeled to include office space, conference rooms, group rooms, storage rooms, individual counseling rooms, art therapy rooms, restrooms, a children’s center and training facility. There will be minor site improvements in the future based upon CASp report. The Site is properly zoned for the needs of the project.

MMC will be vacating their existing administration building in late 2024. At that time, MMC will be the sole occupant of this remodeled CRC facility.

MMC has retained the Architectural Firm of Paul Halajian Architects (PHA) and their consultants for design services. PHA has begun Schematic Design Phase Services. At this time these services would include Programming for the development of Floor plans including other documentation required for the City of Fresno’s Development Review Committee (DRC) meeting. PHA will also be working through Entitlements for this project. PHA and Pace Management Group have developed a schedule based upon the Owner’s needs and funding requirements. Upon completion of the Entitlement process and approval of Schematic Design documents by MMC, PHA will move into the development of Full Design and Construction Documents. With the involvement of the CM/GC, PHA shall develop interior demolition plans. The CM/GC shall oversee demolition and abatement. PHA will provide the necessary documents for CM/GC to review and verify the project’s Scope along with Budget validation.

### Phases in the CM/GC Selection Process

MMC’s competitive selection process will proceed in two Phases.

**Phase 1** is the **Shortlist Phase** in the Construction Manager At-Risk (CM/GC) aka (CM/GC/GC) selection process. This Phase consists of an objective scoring methodology to rank candidate CM/GC Entities. The RFQ Questionnaire submittal package received in accordance with this RFQ will be reviewed and ranked. A shortlist of what is anticipated to be the three (3) top ranked firms will be the only firms allowed to participate in the Phase 2 Request for Proposal process.

In accordance with Federal Uniform Guidelines, MMC has determined that all CM/GC aka CM/GC/GC Entity RFQ Submissions for the Project must be ranked and that an adequate number of qualified offerors is considered as the top three (3) ranked CM/GC Entities in creation of a shortlist.

MMC appointed Selection Committee shall evaluate CM/GC Entity RFQ Prequalification Questionnaires based on the CM/GC Entity’s Questionnaire Scores, interviews with owner representatives listed by the CM/GC Entity regarding its past CM/GC projects, and overall conformance to the RFQ requirements. MMC reserves the right to review other sources of information the Selection Committee may deem relevant to MMC’s evaluation process. Upon conclusion of the RFQ evaluation process, MMC shall provide a written notice of MMC’s shortlisted CM/GC



Entities. MMC shall notify the Shortlisted CM/GC Entities via email, Receipt Requested. The Phase 2 RFP Process shall be limited to the shortlisted CM/GC Entities only.

**Phase 2** is the **Request for Proposal Phase** of the selection process. Only those CM/GC aka CM/GC/GC Entities that were successfully shortlisted in Phase 1 will be allowed to participate in Phase 2. MMC will distribute the Request For Proposals (RFP) to those CM/GC Entities shortlisted in Phase 1. The RFP will be a detailed description of MMC’s expectations for the Project including the Project Space Program, Project Construction Budget, draft Performance Criteria, Standard Form CM/GC Agreement, known site conditions, and other pertinent project information. The RFP will also stipulate the minimum deliverables and level of detail required in the proposal Prequalification Questionnaires for consideration. During the proposal development period, MMC will conduct a series of informal and confidential conferences with the individual short-listed proposers, if necessary. Upon submission, MMC and its selection panel will evaluate the proposals on their respective merits and based on their conformance to the published performance standards. MMC staff will provide a recommendation to MMC Board for consideration and final selection. That recommendation will be based upon adherence to the performance criteria and overall best value to MMC. The anticipated distribution date of the Request for Proposals is listed in the Anticipated Project Schedule.

### **RFQ Questionnaire Submission Instructions**

Hardcopy documents are requested for this RFQ, documents will be received at the following location:

Marjaree Mason Center  
c/o Nicole Linder, CEO  
1600 M Street  
Fresno, CA 93721

Label your sealed Questionnaire/SOQ submission with the project name and RFQ number: “MMC Community Resource Center RFQ CMGC 2023”

### **Notifications and Requirements**

The Owner (MMC) reserves the right to reject any and all RFQ Prequalification Questionnaires and to waive minor irregularities, to accept any RFQ Submittal or portion thereof, and to take all RFQ Prequalification Questionnaires under advisement for a period of ninety (90) calendar days beyond the RFQ Submittal Due Date. Any contract entered into pursuant to this notice will incorporate the provisions of the documents referenced in the Appendices, Federal Uniform Guidance, CA Dept. of Industrial Relations (DIR), and reporting guidelines with US Treasury’s Compliance and Reporting Guidance.

The RFQ due date and time (deadline) is absolute. The due date for RFQ Prequalification Questionnaires shall not be changed to accommodate supplementation of incomplete or late RFQ submissions. Failure to timely submit information shall not provide a basis for appeal of disqualification.

### **Minimum RFQ Requirements**

MMC shall use RFQ Submissions as the primary basis to be considered by MMC appointed Selection Committee’s evaluation of CM/GC Entities. MMC reserves the right to verify and consider other available sources.

A CM/GC Entity’s RFQ Submittal may be disqualified for any of the following reasons:

- Late RFP Submission
- Failure to fully answer Required Questionnaire questions

- Failure to provide requested information
- Unauthorized Contact of any Individual listed in the RFQ Submittal Process
- Conflict of interest
- Falsification of information
- Insufficient Bonding capacity

### **Labor Compliance**

The successful CM/GC Entity, including all subcontractors, must comply with the procurement provisions of the ARPA funding agreement and other wage requirements. This includes, but not limited to the following:

1. No contractor or subcontractor may be listed on a bid proposal for public works project unless registered with the Department of Industrial Relations.
2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations.
3. This project is subject to Federal and State contract nondiscrimination and compliance requirements.

### **Notice of RFQ Requirements**

Notice is hereby given that MMC has determined that all proposers on the Project to be undertaken by MMC must be shortlisted prior to submitting a proposal on the Project.

It is mandatory that all Design-Build Entities that intend to submit a proposal must complete their Prequalification Questionnaire, provide all materials requested and be pre-qualified by MMC. No proposal will be considered from a CM/GC Entity that has failed to comply with any of these requirements. MMC is not responsible for costs that the CM/GC Entities may incur to complete the prequalification questionnaire.

Answers are required to all questions contained in the Request For Qualifications. MMC intends to use these documents as the primary basis to be considered in its evaluation of CM/GC Entities, while reserving the right to review and consider other available sources. The recommendations to MMC's Board will be based on stated evaluation criteria.

While the intended purpose of the Request For Qualifications and other required supporting information is to assist MMC in determining proposer responsiveness prior to submittal of any proposals, neither the fact of being shortlisted nor any shortlist rating, will in any way prevent or preclude MMC from a post-proposal consideration and determination of whether a proposer has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work.

A CM/GC Entity may be found Disqualified for proposing on this Project based on the CM/GC Entity's failure to meet this RFQ and/or MMC requirements.

### **Proposal Approach**

The Request for Proposal (RFP) will be issued to the short-listed CM/GC Entities and will describe the project in greater detail. Only those entities that have received notification and been shortlisted will be invited to submit their cost proposals to MMC. Interviews with firms at sole discretion of MMC.

## **Public Record**

The Prequalification Questionnaire submitted by CM/GC Entities will be kept confidential to the extent permitted by law; however, the contents may be disclosed to third parties for purpose of verification or investigation of substantial allegations.

## **MMC Rights**

MMC reserves the right to waive minor irregularities and omissions in the information contained in the CM/GC Entity's response to the Request For Qualifications, and to make all final determinations, and to determine at any time whether to utilize the CM/GC project delivery method and its attendant shortlist procedures as to any specific future project. MMC may refuse to accept a response to the RFQ where the requested information and materials are not provided or not provided by the date specified. The closing time for proposals will not be changed in order to accommodate supplementation of incomplete submissions or late submissions. Failure to timely submit requested information shall not provide a basis for appeal. MMC reserves the right to adjust, increase, limit, suspend, or rescind a proposer's pre-qualification rating based on subsequently ascertained information. MMC may (but is not required to) conduct interviews with the short-listed firms. MMC reserves the right to contact and interview former CM/GC Entity Project Owners, Owner Representatives and/or other reliable sources of information as part of this RFQ.

## **MMC Selection Responsibility**

The selection of the highest ranked (shortlisted) firms to receive the Request For Proposal and the ultimate selection of the CM/GC Entity are at the sole discretion of MMC. No appeal of those decisions will be entertained.

**The following is a rough outline defining the responsibilities of the CM/GC entity throughout the life cycle of the project. The purpose of these sections are not to identify every responsibility of the CM/GC entity, but rather guide the conversation in this qualification process. CM/GC entities are responsible for all activities necessary for this role in providing pre-construction and construction services to the Owner.**

## **SCOPE OF CM/GC SERVICES**

The CM/GC will be an integral member of the project team which consists of representatives from the Owner (also known as "MMC"), the project Architect/Engineer (also known as "PHA") including their consultants, Owner's Representative (also known as "Pace Management Group"), and any other party necessary for the success of this project as determined by the Owner. Generally, it will be the responsibility of the CM/GC to integrate the design and construction, utilizing the firm's skills and knowledge of general contracting to contribute to the development of the project during the design pre-construction phases. Should the CM/GC be contracted to serve as the General Contractor during the construction phase, the CM/GC will be responsible for effecting construction of the project within the GMP, project timeline, funding requirements, and providing all necessary construction services through trade conformance with the project documentation.

The CM/GC services contract will be performed as follows:

### *Project Review*

The CM/GC shall serve as an integral part of the Project Team and shall meet with the Owner's Representative, MMC, the Project Design Team, consultants, and stakeholders to fully understand the design program, the design documents, the project scope and all other pertinent aspects of the Project. The CM/GC shall develop written

project procedures in cooperation with the Owner's Representative and other members of the Project Team that will be used as a guide for the management and coordination of this project throughout the life of the project.

#### *Consultation Services*

The CM/GC shall attend regularly scheduled meetings with MMC, the Project Design Team, consultants, other design team members and stakeholders, to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing, logistics and sequencing. The CM/GC shall provide meeting minutes including written recommendations to MMC and PHA on construction feasibility.

### **SCHEMATIC DESIGN PHASE - PRE-CONSTRUCTION SERVICES**

*\*PHA will retain Civil, Landscape, Structural, Mechanical, Plumbing, and Electrical consultants.*

#### 1. Value Analysis

- a. The CM/GC shall evaluate the project documents and obtain an understanding of the intent of MMC and PHA. The CM/GC shall provide value analysis services and offer cost savings suggestions and best value recommendations to MMC and PHA appropriate to the level of completeness of the design documents. All recommendations shall be in writing, and detail relevant budget and potential schedule impacts, and must be fully reviewed with the Project Design Team and MMC, along with gaining approval by MMC prior to implementation.
- b. Value analysis efforts shall result in a design that is most effective in first costs, as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis as may be required to assist PHA and Owner's Representative to achieve an appropriate balance between costs, aesthetics and function.
- c. Value analysis efforts shall also take into consideration applicable constructability issues including but not limited to an analysis of site, budget, schedule, and quality risks.
- d. The CM/GC shall promptly notify MMC and Project Design Team in writing upon observing any features in the design that appear to be incomplete, out of sequence, ambiguous, confusing, conflicting or non-standard to industry practices.
- e. All value analysis studies must be provided on a timely basis within the schedule and shall be supported by validated facts, research, and actual cost data.
- f. Value analysis studies shall be continuous as the design is being developed.
- g. The CM/GC shall conduct a major value analysis study at 100% Schematic Design Phase documents (utilizing the 100% Schematic Design Phase documents) which shall include, but not be limited to, the items noted below: CM/GC shall develop value analysis concepts for consideration at the sessions (it is required that the Project Designer will be concurrently conducting a similar activity). 'Charrettes' or Joint Teamwork Sessions with design team.
- i. Written cost studies shall be produced and submitted to MMC within two (2) weeks after final teamwork session.
- ii. A formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their corresponding cost savings shall be presented to MMC and PHA.
- iii. The CM/GC shall also conduct value analysis studies during the Construction Document Phases to evaluate the implementation of the design.

#### 2. Schedule

- a. The CM/GC shall utilize standard industry scheduling software such as Microsoft Office Project to prepare, provide, and maintain appropriately detailed CPM schedules during pre-construction and construction phases of work.
- b. Scheduling software shall allow for incorporation of design changes resulting from constructability reviews and value analyses and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, and tabular reports accurately depicting the

critical path and milestone activities. Schedule shall incorporate all phases of construction work, with detail of areas under construction. The schedule shall identify all long lead items including submittal packages.

c. The CM/GC shall submit the schedule electronically, both in pdf and native-format, and provide bi-weekly updates at a minimum. The project schedule shall be sufficiently detailed to allow for a realistic projection of design activity sequences and durations. The submitted schedule shall be a complete schedule update, showing all relationships and the project's critical path(s) up through and including a realistically attainable substantial completion date. Column information displayed shall include total float and the submittal shall include a printout of a comparison report of the latest schedule compared against the previously submitted project schedule.

d. Updated schedules will be required at the end of Schematic Design phase and after major value engineering decisions.

e. Within twenty-one (21) calendar days from execution of the Pre-Construction Services Agreement, the CM/GC is to establish a detailed CPM schedule of the pre-construction / design phase with the concurrence of MMC and PHA. The CM/GC is responsible to monitor this schedule during the preconstruction / design phase, to ensure that this schedule is updated, and advise MMC of any deficiencies in adhering to this schedule by any party.

### 3. Logistics and Phasing Plan (site specific)

a. CM/GC will develop graphic Logistics and Phasing Plans to help analyze the project site, define the flow of labor and materials into the site and reduce offsite traffic impacts. The logistics plan will show locations of all temporary construction facilities, including hoists, offices, crane positioning, safety equipment, staging areas, etc. The logistics plan will also reference surrounding roads, parking, offices, and activities that may be affected. The logistic plan will attempt to maintain a smooth flow of material and labor around the job site and maintain an efficient project schedule.

b. PHA will provide documents in electronic format such as AutoCAD, "Revit" or other approved architectural electronic model for the project. CM/GC is strongly encouraged to make use of this format to communicate graphic representations of phasing and logistics plans unless an alternate method is more appropriate. If appropriate, CM/GC is encouraged to use an electronic format model in providing constructability review, coordination review, and cost modeling. The model shall be available for use, by the Owner, Design team and CM/GC, allocating risk and liability.

### 4. Quality Control / Quality Assurance (QA/QC)

a. All work products shall be based on Owner-accepted QA/QC steps to be performed by the CM/GC during the Pre-Construction Services Phase of the Project.

b. Within fourteen (14) calendar days of execution of the Pre-Construction Services Agreement the CM/GC shall submit to MMC for approval a written QA/QC Plan.

c. This plan shall be based on structured and industry acceptable QA/QC steps to be performed by the CM/GC during the Pre-Construction Services Phase of the Project. The Plan shall also indicate all firm(s) and/or individual(s) assigned by the CM/GC to perform QA/QC functions and their professional qualifications to perform such services.

d. All design and construction documents including but not limited to drawings, specifications, cost estimates, constructability reports, engineering reports, site assessments and other related project documentation are to be checked and stamped (certified) by the CM/GC. MMC is to be provided a complete set of documents certified by the CM/GC.

### 5. Constructability Review

a. CM/GC shall review the design throughout the Pre-Construction Phase to determine the Project's constructability. All issues identified as creating a risk to the project or potentially impacting constructability shall be identified in a written report submitted to both MMC and Project Designer. At a minimum, the written report shall contain: (1) A description of the constructability issue with background information; (2) a summary of the CM/GC's in-depth study/research; and, (3) written recommendations for addressing the issue; and (4) alternate methods to bring the scope within the allocated budget and schedule if applicable.

## 6. Construction Control Estimate / Estimates

- a. The CM/GC shall develop for review by MMC and PHA, a project control estimate independent from any similar cost estimates or budgets provided by MMC and such required of the Project Design Team such as the Statement of Probable Construction Costs which shall be updated as needed, but at a minimum at the end of the Schematic Design phase during which the CM/GC is performing Pre-Construction Services. (Hereinafter referred to as the Control Estimate.)
- b. Each CM/GC Control Estimate update must contain a statement of the total amount determined under that control estimate to be the total construction costs for the facility (including alternates, CM/GC General Conditions, CM/GC fees, and CM/GC contingency) in accordance with PHA's Program.
- c. The CM/GC Control Estimate shall be compared to MMC's Project Budget to determine whether it is sufficient to complete the Design Program and account for reasonably expected constructability issues / project risks. Additionally, this budget comparison shall set out all required fees, reserves, soft costs, indirect costs, owner costs, contingencies, and industry standard project related expenses in order to reflect the total anticipated cost of the project.
- d. During all design phases, in the event that the CM/GC Control Estimate and/or the Project Designer's Statement of Probable Construction Costs exceed the Project Budget, the CM/GC shall without additional compensation work in conjunction with PHA to evaluate any additional design or redesign work for the facility as necessary to maintain the Project Program within the Project Budget.
- e. Each CM/GC Control Estimate update and the Design Team's Probable Construction Costs will be reviewed by PHA and MMC, as sequences acceptable to MMC, for reasonableness and compatibility with the Project Budget. Meetings and negotiations between MMC, Project Designer and the Construction Manager will be held to resolve questions and differences that may occur between the Designer's Probable Construction Costs and the CM/GC Control Estimate. The Construction Manager shall work with MMC and Project Designer to reach a mutually acceptable joint Probable Construction Cost.

## 7. Coordination of Contract Documents

- a. The Construction Manager shall review the drawings and specifications, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify PHA and MMC in writing upon observing any features in the plans or specification, which appear to be ambiguous, confusing, conflicting or erroneous.
- b. The Construction Manager shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications to be performed by a qualified firm or qualified personnel before Trade Contract Bidding. Review shall be performed utilizing a structured and industry accepted process. The CM/GC shall provide MMC with all review comments and review the final documents to see that all comments have been incorporated.
- c. Any discovery of ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CM/GC during the review process shall be corrected for construction, via teamwork with the Design Team and Owner, and any associated costs from such coordination shall be included in the CM/GC's Guaranteed Maximum Price (GMP).

## 8. Ownership of Documents

- a. All data information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM/GC or in the CM/GC's possession or control relating to the Project are the property of MMC and shall be turned over to MMC within ten (10) days after MMC's request.

## 9. MMC's Designated Representative – Pace Management Group

- a. MMC has designated such person as Mike Elrod, Pace Management Group, who shall be the CM/GC's coordinating contact point during both the Pre-Construction and Construction Phases. This person or contact will

provide day to day representation for MMC and shall be the primary channel of communication to the Owner and shall act as the Owner's liaison with the Construction Manager. MMC retains the rights to designate multiple representatives responsible for defined aspects of the project, and may replace or re-designate any or all representatives at MMC CEO's sole discretion.

## **CONSTRUCTION DOCUMENTS - PRE-CONSTRUCTION SERVICES**

1. Notice to Proceed onto the next phase which is considered Construction Documents will be issued to the team by MMC upon completion and agreement with Schematic Design phase documentation by PHA, and Control Estimate by CM/GC.
2. Schedule
  - a. Within thirty (30) days from the Notice to Proceed, the CM/GC is to review the detailed CPM schedule from the Schematic Design Pre-Construction phase with the concurrence of MMC and PHA. The CM/GC will establish a new CPM schedule with consideration of the Project's status. This new schedule shall be coordinated with MMC and PHA and will establish the 'Baseline' for this project.
3. Logistics and Phasing Plan (site specific)
  - a. Within thirty (30) calendar days from Notice to Proceed, the CM/GC will revise the graphic Logistics and Phasing Plans to align with the newly established Project Schedule in coordination with MMC and PHA.
4. Quality Control / Quality Assurance (QA/QC)
  - a. Within fourteen (14) calendar days from Notice to Proceed, the CM/GC will review, revise and resubmit the QC/QA report. This plan will be review and approved by MMC, and PHA for use on this project.
5. Constructability Review
  - a. The CM/GC shall review the design with MMC and Project Designer to determine the Project's constructability. All issues identified as creating a risk to the project or potentially impacting constructability shall be identified in a written report submitted to both MMC and PHA. At a minimum, the written report shall contain:
    - (1) A description of the constructability issue with background information;
    - (2) a summary of the CM/GC's in-depth study/research; and,
    - (3) written recommendations for addressing the issue; and
    - (4) alternate methods to bring the scope within the allocated budget and schedule if applicable.
6. Stipulated Sum (Lump Sum) type contract
  - a. CM/GC shall revise the Control Estimate received at the end of Schematic Design Phase to ensure costs are in line with industry pricing and current market conditions. CM/GC to furnish a Lump Sum at completion of Construction Documents phase/preconstruction services for MMC's consideration, review, and acceptance. The contract contained within this RFQ itemizes the requirements of the Lump Sum.
  - b. The Lump Sum must not exceed the amount of funding available in the Project Budget, with fee inclusive of Insurance, Overhead, Bonuses, General Conditions, and General Requirements not exceeding 14%.
  - c. In the event that the Lump Sum exceeds the Project Construction Budget, MMC reserves the right to direct the CM/GC to (and the CM/GC shall) work in conjunction with the Project Designer to redesign the Project as necessary to maintain the Project Program and meet the Project Budget. The Construction Manager's detailed construction cost estimates including any trade estimates and Lump Sum will be reviewed by PHA and MMC for reasonableness and compatibility with the Project Budget. Meetings and negotiations between MMC, Project Design Team and the Construction Manager will be held to resolve questions and differences that may occur between the Project Budget and the Construction Manager's construction cost estimate and corresponding Lump Sum. The Construction Manager shall work with MMC and Project Design Team to reach a mutually acceptable Lump Sum.
  - d. Once Lump Sum is accepted, the CM/GC shall provide what will be known as the "final cost estimate" that incorporates the final agreed upon Lump Sum amount for the project, which shall be the sum of the accepted bids for the cost of work, any necessary estimates for the cost of work where no acceptable or responsive bids were

received, contract compliance costs, the construction contingency, CM/GC overhead and insurance, CM/GC general requirements, and the CM/GC fee.

#### 7. MMC / Owner's Contingency

a. MMC / Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from changes in scope not specifically covered in the CM/GC-LS Contingency, and initiated by the Owner's designated representative with MMC's written approval via a change order amendment issued by MMC.

#### 8. CM/GC-LS Contingency

a. The final cost estimate known as the Stipulated Sum shall include a construction contingency (CM/GC-LS Contingency) in an amount approved by MMC and PHA, to help reduce the risks assumed by the CM/GC in providing the STIPULATED SUM or LUMP SUM for the Project and for contracts based upon early-released plans and specifications or for sequential phased project work. MMC, PHA, and the CM/GC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the Lump Sum, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) unforeseen field conditions (4) material cost increases from time of bid to contract, (4) costs of corrective work not provided for elsewhere and (5) design gaps which a prudent CM/GC could not have reasonably detected during the discharge of the CM/GC's pre-construction duties. Contingency shall not include CM/GC's fee for any/all such occurrences.

b. The CM/GC-LS Contingency is not allocated to any particular item of the Cost of the Work, and is established for the CM/GC's use as noted above, with Owner's written approval. It is understood that the amount of the CM/GC-LS contingency is the maximum sum available to the CM/GC to cover costs alone incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM/GC-LS contingency borne by the CM/GC.

c. The CM/GC-LS contingency may be applied to any items within the Cost of the Work without the necessity of a change order, without constituting a change in the Work, and without resulting in any change in the GMP. The CM/GC will notify MMC and Project Designer in writing of the CM/GC's intent to apply any part of the CM/GC-LS contingency to any item within the Cost of the Work prior to any such application. The CM/GC shall fully document the change on its copy of the construction documents. Owner shall not withhold its approval of the CM/GC Contingency unreasonably.

d. The amount of the CM/GC-LS contingency is to be reviewed by MMC as part of its review of the final cost estimate. No set amount or percentage for the CM/GC-LS contingency will be agreed to prior to the submittal of the final cost estimate. MMC retains the right to specifically request revisions to the amount of the CM/GC-LS contingency prior to MMC's acceptance and approval of the final cost estimate.

#### 9. Non-Acceptance of the Stipulated Sum and Termination of Construction Manager Contract

a. Marjaree Mason Center, at its sole discretion, may decline to accept the Construction Manager's Stipulated Sum (Lump Sum) amount for any Construction Phase and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Pre-Construction Phase of the work under contract.

b. In any event, such termination shall likewise terminate all further services and obligations of the Construction Manager. The Construction Manager shall accept the amount negotiated for Pre-construction services as full and complete reimbursement of all costs and services performed by the Construction Manager for Pre-Construction Services or the Construction Phase services under contract, and shall not be entitled to any further amounts. Thereafter, MMC shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager and with full ownership and use of any data and information developed during Pre-Construction activities.

#### 10. ARPA Funding requirements

a. The CM/GC and Marjaree Mason Center will adhere to all requirements set forth in the ARPA funding documents, Appendix "D". This includes, but is not limited to, compliance with Davis Bacon and State of California



Prevailing Wages, and Procurement requirements including affirmative steps to assure that minority businesses and women's business enterprises and labor surplus area firms are used when possible, when procuring goods and services.

Based upon the funding sources, CM/GC to confirm wage requirements prior to time of bidding with the more stringent of prevailing wage requirements being required.

#### 11. Submittals

- a. CM/GC shall develop a submittal schedule for the project including integration of such into the overall baseline schedule. Schedule shall consider lead times and provide for review periods of all parties involved.
- b. CM/GC shall develop coordination drawings with input from design team members. Drawings shall at a minimum include Mechanical, Plumbing, Fire Sprinkler, and Electrical trades. Drawings shall graphically illustrate and dimension all materials in the horizontal and vertical dimensions required to avoid interference with structural, framing, wall penetrations, or with other disciplines listed above.
- c. CM/GC shall furnish shop drawings at a minimum for structural steel, casework & countertops, glazing, fabricated metal railings and miscellaneous steel, fire sprinklers (deferred submittal), Audio/Visual/Low voltage, tile and flooring, signage.
- d. Review of FFE shop drawings and documents for purposes of coordination of work.

### **CONSTRUCTION SERVICES**

The CM/GC firm manages the construction project for MMC, as an open book project. All cost savings are returned to MMC.

All work performed under this contract shall be in accordance with the terms and general conditions of the contract as modified or supplemented by any contract amendments, special conditions, or other contract documents as listed hereinafter, any addenda, and other components of the contract.

#### 1. GENERAL

a. The Construction Phase for the Project shall commence on the later of the following three required conditions: (1) the full completion and execution of the Stipulated Sum contract for the Project, (2) issuance of a Notice to Proceed on the Project, and (3) Issuance of Permit by City of Fresno. If the Owner and Construction Manager agree the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

#### 2. ADMINISTRATION

a. The Subcontractors whose bids are accepted and used by the Construction Manager to determine the Cost of the Work and to calculate the Stipulated Sum shall be the Subcontractors used by the Construction Manager unless the Owner authorizes or requires another subcontractor to be used.

b. If the Stipulated Sum has been established and a qualified bidder has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner thereafter requires that another Subcontractor be used, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Stipulated Sum by the difference between the qualified bid of the bidder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

c. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

d. The Construction Manager shall schedule and conduct meetings at which Owner, Owner's Designated Representative, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute minutes.

- e. Promptly after the Owner's acceptance of the Stipulated Sum proposal and issuance of a Notice to Proceed on the Project, the Construction Manager shall prepare a revised schedule for the Work and submittal schedule in accordance with the General Conditions of the contract, including the Owner's occupancy requirements.
- f. The Construction Manager shall provide monthly written reports to the Owner, Owner's Designated Representative and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, work accomplished with schedule activity ID number provided, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be included with the monthly written reports to MMC and PHA.
- g. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, estimates for uncompleted tasks and proposed changes, and allowances. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner, Owner's Designated Representative and Architect at regular intervals. The Construction Manager shall furnish a monthly recap for Construction Contingency monies.

### **RFQ Questionnaire**

The Questionnaire submission shall be divided into individual sections as listed below. Firms are urged to include only information that is relevant to this specific submission so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the firm's demonstrated capability to provide services of this type. Excessive pages or any documentation not specifically addressing this RFQ package will be removed without consideration in evaluation and selection of firms.

All requirements and questions shall be addressed and all requested data shall be supplied. MMC reserves the right to request additional information which, in its opinion, is necessary to ensure that the firm's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

By submission, the firm acknowledges that representatives of MMC and Pace Management Group have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Proposal and if requested the firm must authorize in writing the release to MMC of any and all information sought in such inquiry or investigation.

The Submitter shall provide three (3) bound copies and one (1) electronic PDF copy on a thumb drive. Please limit response to forty (40) single-sided or 15 double-sided pages, excluding appendix items, MMC NDA and Confidentiality agreement (Appendix "B"), and Non-Collusion affidavit, (Appendix "C").

Font size shall be no less than 11 pt.

#### **1. COVER LETTER**

The RFQ submission/response shall contain a cover letter, signed by a principal in the firm, indicating his or her title and that he or she has authority to submit the Response on behalf of the firm. The cover letter should contain the following statement:

"The undersigned has the authority to submit this RFQ Response on behalf of name of company to Marjaree Mason Center for MMC Community Resource Center RFQ CMGC 2023."

The cover letter should contain the following statement;

"With respect to confidential and sensitive information as provided as part of the overall qualification process, said Submitter and firms representatives shall comply with the section of the RFQ titled "NDA and Confidentiality," (see Appendix B) including, but not limited to, all its subsections.

## 2. QUALIFICATIONS OF THE FIRM

The submission shall provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The firm should show that their company possesses demonstrated experience in all areas of the profession.

If this is a Joint Venture submittal, include information for both firms for this section (Section 2).

Include:

### 1. Qualifications of the firm

#### a. Brief history of the firm

#### b. Organizational structure, (e.g. LLC, Corp., Partnership, etc.)

#### c. State of incorporation Years in business

d. If this is a joint venture / association submittal, provide a clear explanation of the role of all firms and the percentage of involvement for each.

### 2. State of California General Contractor's license number. Include copy of current license.

### 3. Provide the following information regarding the firm:

#### a. Address of office that will be managing this project

#### b. Range of services offered in the managing office

c. Number of Project Managers and Superintendents in the managing office that have experience relevant to this project.

### 4. Annual dollar workload listed for each of the last three (3) years inclusive of projects per year:

2023 Current backlog

2022 # of projects \$ tot.

2021 # of projects \$ tot.

2020 # of projects \$ tot.

5. List the current projects in progress. Include: name, location, approximate square footage, current contract value, and estimated date of completion.

### 6. Provide your companies Organization Chart.

a. Project Team Organizational Chart that at a minimum identifies entire project staff.

7. Litigation/Claims. If yes to any of the questions below, list the project(s), dollar value, contact information for owner and designer and provide a full explanation with relevant documentation.

a. Has your company ever failed to complete work awarded to it? Yes / No

b. Has your company ever failed to substantially complete a project in a timely manner (i.e. more than 20% beyond the original contracted, scheduled completion date)?

Yes / No

c. Has your company been involved in any suits or arbitration within the last five years?

Yes / No

d. Within last five (5) years, has any contract for construction or CM/GC services of Submitter's been considered in default, suspended or terminated for convenience or cause? If so, please attach an explanation of the matter including the name and location of the project, the name and address of the owner's representative, and all pertinent details of the default, suspension or termination.

e. Within the last five (5) years, has Submitter's contract or any portion of the work connected to the contract been completed by the Owner or Submitter's surety? If so, please attach an explanation providing the name and location of the project, the name and address of the owner's representative, and all pertinent details of the matter.

f. Within the last five (5) years, has Submitter been debarred or suspended for any reason by any federal, state or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency? If so, please attach a full explanation.

f. Within the last five (5) years, has Submitter been named in any action, administrative proceeding, or arbitration in which it was alleged that the Submitter failed to comply with State of California Public Contracting Code or any similar state or federal statute requiring the prompt payment of subcontractors? If so, please attach a full explanation.

g. Within the last five (5) years, has the Submitter or any predecessor or related entities, or any officers, shareholders/partners or key personnel of the Submitter ever been convicted of or pleaded guilty to any crime (a) related to the bid process for contracts on public or private projects or (b) involving fraud or misrepresentation? If so, please attach a full explanation.

h. Identify any projects in which the firm was assessed Liquidated Damages within the last five (5) years. List project name, year of project completion with liquidated damages amount.

### 3. RELEVANT EXPERIENCE

Provide 3-5 fact sheets on projects of similar scope, size and complexity. Preferably, these projects will have been completed in the last five (5) years. For each project, provide the following information:

a. Description of the project, scope of work and location of project.

b. Project's GMP or Stipulated Sum and final construction cost. Attach an explanation for each project where total project cost exceeded GMP or Stipulated Sum where the estimated project cost increased greater than 10 percent (10%) from time of contract.

c. List CM/GC fee for each project as \$ and as a % of the overall construction cost.

d. Comparison of the number of days in the original schedule with the number of days taken for actual completion. Attach explanation for any project completion date greater than 30 days behind the original schedule as adjusted by change order.

e. Number of Phases, short elaboration on Phasing strategy and success, and/or strategy of logistics plan of work within occupied spaces, if applicable.

f. Name, company and title of owner's representative, their telephone and e-mail address.

g. Name, company and title of lead architect's representative, their telephone and email address.

h. Specific details on the extent to which pre-construction and construction phase services were provided.

i. Indicate which members of the proposed team personnel managed this project.

j. SDBE / DBE / HUB original goals and percent of actual participation achieved at project completion.

### 4. KEY PERSONNEL

Identify the primary contact professional who would be assigned responsibility for this project and note their experience with construction manager at risk projects. Provide information on the key individuals identified in the Project Team Organizational Chart in accordance with the following:

a. Understanding that this project could be awarded within the next 60 days, list key personnel who will be available and assigned to the project. MMC is not wanting any Submitter to furnish their "best staff" to later switch them out at time of contracting. MMC reserves the right to not award a contract if the selected firm switches out key team members.

b. For each person listed above, list what aspects of pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.

c. For each person listed in response to the above, list his/her experience with firm, other prior and relevant experience with projects of similar size and scope in construction/design, and the person's location. Attach the resumes and references for each person listed.

d. Identify any sub-consultants submitted to be used on this project and their location. Clearly explain their role and the percentage of involvement.

### 5. METHODS AND PROCEDURES

The submission should provide a detailed methodology for accomplishing MMC Community Resources Center Project. This approach shall include additional suggestions that are not specifically requested in this RFQ, but are

considered necessary to ensure the highest degree of safety, constructability, value, and operation. Provide the following information based on your experience on similar projects over the last five years.

a. Provide a brief, overall description of how the project will be organized and managed, and how the services will be performed in both Pre-Construction and Construction Phases. Project planning that offers the same project manager for pre-construction and construction phases shall be given preference. Address the following elements in the description:

- i. Value Engineering
- ii. Approach to meet schedules and complete projects within budget
- iii. Approach to dealing with material lead times, shortages, and fluctuating pricing
- iv. Planning, scheduling, and staffing plans
- v. Major issues/risks you anticipate impacting this project and mitigation plan
- vi. Preliminary site logistics and phasing strategy
- vii. Constructability Reviews/Issues
- viii. Cost Model/Estimates
- ix. Project Tracking/Reporting
- x. Request for Information (RFI) and Shop Drawings
- xi. Quality Control
- xii. Safety Management
- xiii. Use of technology

b. Discuss your firm's approach to partnering, mentoring and outreach. Provide a proposed conceptual plan to maximize SDBE, HUB, Minority, Women owned businesses participation on this project.

c. Discuss how you envision the relationships working with your firm, and the Owner.

d. Identify other firms that you plan to subcontract or joint venture with, if any, for this contract and identify what they will be responsible for. If your submission assumes that MMC will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

#### 6. EXCEPTIONS

a. Any and all exceptions to the RFQ, including the attached contract must be listed on an item-by- item basis and cross-referenced with the RFQ document. If there are no exceptions, Firm must expressly state that no exceptions are taken.

b. If your firm wishes to provide a submittal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if MMC is interested in it. This will allow your firm's compliant version to be considered if MMC remains steadfast on applying the standards discussed above.

#### 7. FINANCIAL CONDITION OF THE FIRM

a. Marjaree Mason Center is seeking a CM/GC who clearly possesses the financial resources necessary to undertake the requirements of the proposed contract. To demonstrate those resources, firms must submit the most recent two (2) years' financial statements of the firm. In the event you believe that this information is proprietary, submit with your proposal a single copy of the document(s) containing this information in a separate, sealed envelope marked "Confidential" together with a stamped, self-addresses envelope. MMC will return all confidential, proprietary information to you at the termination of the selection process.

b. Must submit a statement from an A- or better Surety Company licensed to do business in California attesting to the firm's bonding capacity to provide adequate performance and payment bonds for this project. In the event you believe that this information is proprietary, submit a single copy of the document(s) containing this information in a separate, sealed envelope marked "Confidential" together with a stamped, self-addresses envelope. MMC will return all confidential, proprietary information to you at the termination of the selection process.

c. Must submit a current comprehensive Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating. MMC may request that the Submitter provide an annual operating statement, income tax form, or other reasonably comprehensive evidence of financial condition.

## **SELECTION CRITERIA**

25%: Project Approach and Understanding of Project Objectives and Constraints, Including proposed QAQC program

25%: Experience Working on Similar Projects, and similar Funding sources

10%: Demonstrated Excellence with Projects of similar scale, budget and scope

25%: Demonstrated Ability to Meet Project Schedules and Budgets

10%: Management, Team Organization and Skill Experience of Key Team Members

5%: Other Factors as determined by the Selection Panel (Examples: References, Quality of Presentation Materials, Responsiveness, etc.)

\*Fees to be requested and reviewed only during RFP stage. *Do not include* any Fees with this submission.

## **EQUAL OPPORTUNITY CLAUSE**

1. Refer to Appendix 'I'.
2. CM/GC shall comply with EEO clause 41 CFR 60-1.4(b) for this project.
3. It is the policy of MMC to provide equal opportunities for small firms owned by socially and economically disadvantaged persons doing business in the City of Fresno's Contracting Marketplace. It is further the policy of MMC to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination.
4. In accordance with this projects Procurement policies, all contractors are required to provide information requested in advancement of our goals upon contract award. An Equal Business Opportunity Program (EBOP) Plan is required on this project. The EBOP Plan is a narrative document that shall address the following issues that relate to inclusion of minority and women Underutilized Business Enterprises (UBEs) in this project if selected:
  - a. Use of the Office of Historically Underutilized Businesses (HUB) database.
  - b. Provision of written notice to all UBE's listed in the HUB database that might perform the work to be subcontracted.
  - c. Selection of feasible portions of work to be performed by UBE's.
  - d. Consideration of all proposals received from UBE's.
  - e. Provision of assistance in reviewing applicable plans, specifications, and descriptions of items in a proposed project.
  - f. Advertisement in general circulation, trade association and minority/women focus media concerning subcontracting opportunities.
  - g. Timeliness of advertisements to permit sufficient time for response by UBE's.
  - h. Provision of written notice to a reasonable number of specific UBE's that their interest is being solicited in sufficient time for effective participation.
  - i. Follow-up to determine with certainty UBE interest in participation in project.
  - j. Use of available minority/women business community organizations, contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in recruitment and placement of UBE's.
  - k. Voluntary efforts by your firm to increase the number of minorities and women at the higher skill responsibility levels within the firm.

## **NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)**

1. CM/GC shall be familiar with and shall be responsible in adhering to ADA Act, ARPA procurement policies, and MMC non-discrimination requirements further defined in Appendix 'H'.

## **E-VERIFY COMPLIANCE**

1. CM/GC to comply with eCFR Title 48 Chapter 1 Subchapter H Part 52.222-54.
2. CM/GC to comply with eCFR Title 48 Chapter 1 subchapter D Part 22.18.
3. If this contract is awarded, the CM/GC represents and covenants that the contractor and its subcontractors comply with the requirements of E-Verify compliance.

## **FEDERAL REQUIREMENTS**

1. CM/GC firms shall review ARPA funding documents and other included Appendices, and in doing so understands and unequivocally agrees that a submission of a proposal to MMC from CM/GC firm is agreeing to follow, maintain, and be governed by all regulations necessary for funding and compliance of this project.
2. CM/GC further understands and agrees that subrecipient for the ARPA funds has specific obligations to the County and US Treasury. CM/GC shall assist in carrying out the Program by furnishing to the County of Fresno information described in the ARPA agreement, Appendix "D".
3. CM/GC further understands and agrees that under ARPA, failure to comply with the restrictions on use as described in the ARPA agreement (Appendix D) may result in the Treasury's recoupment of SLFRF from the County and therefore MMC, and that in such an event, County and MMC will recoup the SLFRF from the contracted CM/GC entity. CM/GC also acknowledges that if contracted CM/GC entity fails to comply with the U.S. Constitution, Federal statutes, State statutes, regulations, or the terms and conditions for this project, and based upon documents included in or as referenced in the Appendices or RFQ, that the County of Fresno may impose additional conditions, as described in 2 CFR 200.208.
4. CM/GC is fully aware, understands, and agrees that for any provision or requirement set forth by this document and further clarified in or referenced in the Appendices that CM/GC entity shall follow the more stringent of requirements.

5. CM/GC firms shall comply with 2 CFR 200 Uniform Guidance, Clean Air Act, and Federal Water Pollution Act.

### **6. ARPA Federal Recordkeeping**

CM/GC must maintain records and financial documents for five (5) years following completion, and final payment to CM/GC entity. CM/GC understands that the Compliance Guidance published by Treasury may change and understands that any changes must be complied with.

CM/GC must maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition destruction use, modification or disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security of personal information of clients, staff, or other individuals.

CM/GC shall have written policies and procedures that align with CCPA, and shall follow such procedures.

### **7. Audits and Inspections**

CM/GC is aware and agrees to be bound by audit and inspection requirements found in the ARPA agreement, that will allow for County of Fresno as deemed necessary, examination of records and data with respect to matters covered in agreements specific to this project.

## 8. Davis-Bacon and related Acts (DBRA)

### *Basic Provisions/Requirements*

The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors performing on covered contracts pay laborers and mechanics employed on the project jobsite not less than the prevailing wage rates (including fringe benefits) listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics. The rates listed are based on wages and fringe benefits WHD found to be prevailing for laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses and the applicable wage determination(s) must be included in covered contracts.

Apprentices may be employed at less than the predetermined rates if they are individually registered in and employed pursuant to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees individually registered may be employed at less than predetermined rates if they are participating in a trainee program certified by the Department.

Contractors and subcontractors on DBRA projects are required to pay laborers and mechanics weekly and to submit weekly certified payroll records to the contracting agency. DBRA contractors and subcontractors are also subject to rules concerning allowable payroll deductions.

Contractors and subcontractors on Davis-Bacon Act prime contracts in excess of \$150,000, or related Act contracts in excess of \$100,000, are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay laborers and mechanics one and one-half times their basic rates of pay for all hours over 40 worked on a covered contract in a workweek.

### *Employee Rights*

The Davis-Bacon and Related Acts provide laborers and mechanics on covered contracts the right to receive at least the locally prevailing wages (including fringe benefits), as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

### *Recordkeeping, Reporting, Notices and Posters*

#### Notices and Posters

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

### *Recordkeeping*

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid



- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA) .

### *Reporting*

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under “Recordkeeping” for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker’s social security number). Each payroll submitted must be accompanied by a “Statement of Compliance” using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period.

From time to time, contractors may also be asked to submit, via survey, wage data from construction projects on which they have employed laborers and mechanics for use by WHD in determining the locally prevailing wage rates that will apply to Davis-Bacon and related Acts-covered projects in the future. The submission of wage data is encouraged, but voluntary. When new surveys are conducted to enable WHD to reflect the locally prevailing wages, contractors and others may use the WD-10 Form, Report of Construction Contractor’s Wage Rates.

### *Penalties/Sanctions*

Contractors or subcontractors found to have disregarded their obligations to employees under the Davis-Bacon Act, or found to be “in aggravated or willful violation” of any of the related Acts, may be subject to debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and for liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA). Breach of the required contract clauses under the Davis-Bacon and related Acts and CWHSSA may also be grounds for termination of the contract.

Contractors and subcontractors may challenge the Wage and Hour Division’s determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judges to the Department’s Administrative Review Board (ARB). ARB determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of the required certified payroll records or any kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

### *Relation to State, Local, and Other Federal Laws*

Since 1931, Congress has extended the Davis-Bacon prevailing wage requirements to numerous other laws – “related Acts” – that provide federal assistance for construction through loans, grants, loan guarantees, and insurance. These laws require payment of the prevailing wages determined in accordance with the Davis-Bacon Act on federally assisted construction undertaken pursuant to the relevant law. Examples of the related Acts are

the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974 (and various other HUD-administered laws), and the Federal Water Pollution Control Act.

The Copeland "Anti-Kickback" Act prohibits contractors from inducing any person employed in DBRA-covered construction to give up any part of the compensation to which he or she is entitled, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA-covered work. Implementing regulations govern allowable payroll deductions.

Contractors on projects subject to Davis-Bacon labor standards may also be subject to overtime pay requirements under the Contract Work Hours and Safety Standards Act (CWHSSA) and the Fair Labor Standards Act.

9. CM/GC understands and agrees to confirm wage requirements for this project based on multiple funding sources and other necessary requirements prior to time of bidding. In addition to these federal labor standards, State and local prevailing wage and/or overtime pay requirements may apply as the Owner continues to seek and obtain additional funding sources by which the more stringent of wage requirements will be required.

### **NON-CONTACT PROVISION**

Interested firms are prohibited from contacting any MMC official, Design Team member, or employee concerning this Project during the course of the interview, negotiations, pre-contracting, or other process of this solicitation, except to participate in the pre-submittal meeting, and to submit questions via MMC's designated representative. Any such contact shall be grounds for disqualification of any firm who may have initiated such contact.

### **ANTICIPATED PROJECT SCHEDULE**

The Projected project key milestones are as follows:

- 1.1.1. Issuance of RFQ August 8, 2023
- 1.1.2. Deadline for RFQ Questions August 14, 2023 @ 5:00pm PST
- 1.1.3. Receive RFQ Prequalification Questionnaires/SOQ August 23, 2023 @ 5pm PST
- 1.1.4. MMC RFQ Submittal Review Complete August 30, 2023
- 1.1.5. MMC CEO & Board Approval of Shortlisted CM/GC Entities August 30, 2023
- 1.1.6. Issuance of RFP only to Shortlisted CM/GC Entities August 31, 2023
- 1.1.7. CM/GC Entities Submittal of Proposals September 8, 2023
- \*If necessary, and at Owner's sole discretion, Interviews with shortlisted CM/GC firms
- 1.1.8. MMC RFP Proposal Board Review Process Complete September 28, 2023
- 1.1.9. MMC Conditional Award/Contract Approval September 29, 2023
- 1.1.10. Notice to Proceed with Preconstruction Services October 2, 2023
- 1.1.11. Notice to Proceed CM/GC Building Construction July 15, 2024
- 1.1.12. MMC Issues Notice of Completion December 31, 2024

NOTE: Dates are tentative and may change at the sole discretion of MMC.

L. ATTACHMENTS

1. Appendix A: Insurance Requirements
2. Appendix B: NDA and Confidentiality
3. Appendix C: Non-Collusion Affidavit
4. Appendix D: 20230224 EX ARPA funding document
5. Appendix E: Conceptual Floor Plans dated 8-1-23
6. Appendix F: 20230801 Preliminary Schedule PHA
7. Appendix G: A133 contract
8. Appendix H: MMC Non-Discrimination
9. Appendix I: Equal Opportunity Clause Title 41 CFR 60-1.4
10. Appendix J: Certification Regarding Lobbying
11. Appendix K: Davis Bacon Wages Determination CA20230018-15
12. Advertisement/Publication Notice