

City of Brisbane

Agenda Report

To: City Council via City Manager
From: Noreen Leek, Recreation Manager
Subject: Notice of going out to bid – Childcare Replacement Modular
Date: October 20th, 2018

Purpose

Support strong recreational opportunities and enhance the quality of life for residents.

Recommendation

Review the RFP proposal and direct staff to proceed with the bid process.

Background

In March of 2018 the City Council reviewed the City's Capital Improvement Plan. One project of this plan was the replacement of the existing Modular unit at the Brisbane Elementary School with a larger which would accommodate more students. At that meeting staff explained this would be done in phases; bringing in a temporary rental modular until a permanent one could be built and placed on the site.

Phase one of the childcare modular replacement process is already in place. The City rented a second modular unit which has allowed us to expand the afterschool program from 65 students to 91 students. We currently have no students on the wait list.

Discussion:

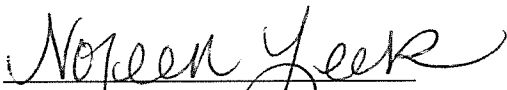
Phase two of the replacement process includes the custom construction of a newer modular to replace the existing and rental units. The replacement modular will have a bathroom and maximize use of the blacktop area. With construction needing to occur over the summer in order to provide afterschool care throughout the school year, the goal would be to have the permanent replacement established by August of 2020. The 2x2 met with City staff and school district representatives and determined that a unit of 1,800 square feet would be ideal for the space allotted..

Fiscal Impact:

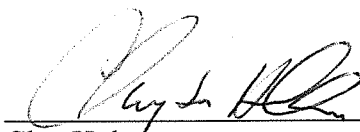
It is anticipated that the total cost of the project will be between \$250,000-\$300,000. Approximately \$100,000 will be contributed by the Brisbane School District, with an additional \$100,000 coming from Measure K funds. The financial impact to the City of Brisbane would be between \$50,000-\$100,000. The funding was previously approved as part of the Capital Improvement Plan.

Attachments:

A. RFP – Replacement Childcare Modular



Noreen Leek
Recreation Manager



Clay Holstine
City Manager



Request for Proposal

Replacement Childcare Modular

October 18th, 2018

ISSUED BY

City of Brisbane, Parks & Recreation Department
50 Park Place, Brisbane, CA 94005

Noreen Leek

Recreation Manager

415.508.2141

nleek@brisbaneca.org

Introduction

The City of Brisbane is seeking proposals in response to this Request for Proposals (RFP) from a qualified vendor (Contractor) for the design, construction, delivery, and installation of a permanent replacement modular facility for the City's childcare programs for the 2020-2021 school year. The goal is to have construction take place over the summer of 2020 with the unit ready for occupancy at the beginning of the school year in August 2020. Liquidated damages will be assessed if the unit is not ready for occupancy by August 3rd, 2020.

Currently, the City of Brisbane operates multiple childcare programs from a modular facility on the Brisbane Elementary campus located at 500 San Bruno Avenue, Brisbane, CA 94005. The Brisbane Preschool program runs Monday-Friday, from 9:00am-12:00pm and operates with a maximum enrollment of 25 children, ages 3-5. The Brisbane Afterschool program runs Monday-Friday, from 2:00-6:00pm and operates with a maximum enrollment of 95 children, ages 5-12. The City also facilitates several seasonal (full-day) camps throughout the year. The current modular unit is approximately 18 years old and is 40ft x 24ft (or 960 square feet) with a posted capacity of 49 people.

The City's childcare programs have essentially outgrown the current space and, therefore, the City is looking to replace the existing modular with a newer/larger unit encompassing a restroom and basic kitchen area.

The City is seeking and requesting proposals from licensed vendors for a custom replacement modular unit with approximately 1,800 square feet. The dimensions of the space are provided in Enclosure B. The project consists of the design, construction, delivery, and installation of a modular childcare building with associated ramps and landings. The modular shall be semi-permanent type, and shall be installed using the manufacturers system. The building must comply with all applicable building codes as well as Division of the State Architect (DSA) guidelines.

A non-mandatory site visit will be held at Brisbane Elementary School, 500 San Bruno Avenue, Brisbane, CA 94005 on November 15th at 12:00pm for the purpose of acquainting all prospective bidders with a review of the site and contract documents.

After City staff selects a proposal to recommend to the City Council, City Council will review and approve the project. If approved, the chosen vendor will be asked to provide to the City construction documents, (including plans, base specifications and special provisions) for the modular unit.

Scope of Work

The scope of work for the design-build outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Proposing vendors may suggest a modified scope as part of their proposal.

1. Summary of Project: To perform both design and construction services in order to produce a custom replacement modular unit as described above.
2. Design: Although the design of the modular unit is fairly flexible, it should be a one or two room, single-building unit to allow for the set-up of tables and chairs as well as open play space. The facility should incorporate a restroom and basic kitchen set up with a sink, countertops, cabinetry, and space for a refrigerator. Power and appropriate lighting should be included as well as convenience outlets and GFI's per current building code. Manufacturer to provide design assistance as needed for DSA approval in accordance with all associated dates for DSA project submission. Contractor is responsible for all site work to accommodate delivery of modular as well as all work required to provide access as required by current building code. Contractor is responsible for returning site to pre-delivery condition.
3. Once the project is approved, prepare detailed design plans and specifications, as appropriate for this project. Perform quality assurance, quality control and value engineering review, before submission of the final design to the City for approval, and throughout the construction process.
4. Applicable Standard Specifications and Details: The project will be completed in accordance with applicable City, State, and Federal Laws, Statutes, Codes, and any other applicable standard specifications. Given that this project requires review/approval from the California Division of State Architect (DSA), the Contractor will be responsible for submitting all relevant applications and forms on time for processing. The Contractor will be expected to comply with California Building Standards Code – Title 24.
5. Approvals and Permits: Any and all required building permits and business licenses are the responsibility of the Contractor to initiate and execute with all applicable governing agencies for approval of design. Solar requirements must comply with Brisbane Municipal Code Chapter 15.81. Contractor will also be required to follow San Mateo Countywide Water Pollution Prevention Program's construction best management practices during construction.
6. Progress Meetings: Regular progress meetings with the Contractor, City, and other interested parties will be held throughout the life of the project. The frequency and location of these meetings will be established, by mutual agreement, prior to beginning the project. The purposes of these meetings are to establish and maintain lines of communication, report on design, progress, discuss and resolve problem areas, review schedule and progress, review project costs/budgets, review quality control and such other matters related to the project.
7. Insurance Requirements: The Contractor must keep in full force and effect until the termination of the agreement; the following insurance with an insurance company licensed and qualified to do business in the State of California, as evidenced by an endorsement of insurance on the insurance policy. Any deductibles or self-insured retentions are to be paid by the Contractor and must be declared and approved by the City. Contractor shall provide a copy of the certificate of insurance with verification that full policy limits are available with their bid submittals.

(1) General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate

limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The City shall be named as an additional insured.

(2) Automobile Liability Coverage. Contractor shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto). The City shall be named as an additional insured.

(3) Workers' Compensation and Employer's Liability Coverage. Contractor shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Contractor in connection with the performance of services under this Agreement. In the alternative, Contractor may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Contractor for City.

(4) Professional Liability Coverage. Contractor shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering negligent acts, errors or omissions which may be committed by Contractor in the performance of its services under this Agreement.

(5) Indemnification. Contractor shall indemnify, hold harmless and defend the City, its officials, employees, agents, and volunteers, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the City, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Contractor, its agents, servants, or employees, in the execution, performance or failure to adequately perform Contractor's obligations pursuant to this contract.

8. Warranty: A warranty of two years shall be provided for the Replacement Childcare Modular.

Submission Requirements

Proposals must be clear and succinct. Only those Contractors providing complete information as required will be considered for evaluation. Any major deviation from these specifications will be cause for rejection of the proposal at the City's discretion.

Each proposal shall contain ALL of the following information:

1. Firm Background: Include firm identification, including legal name, address, the legal form of the firm (e.g., partnership, corporation, joint venture, sole proprietorship) and date of establishment. If a

corporation, identify the state of its incorporation. If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member. If your firm is a wholly owned subsidiary of a "parent company," identify the "parent company". Contractor must provide California Department of Industrial Relations Registration No. and Name of Firm or Corporation.

2. Proposed Project Team Members: For each person proposed to render professional services for this project, include full name, title, professional registration and relevant experience. Indicate the roles and responsibilities of each person and the percentage of their time to be spent on this project. Contractor is expected to name a Project Manager.

Listing of Construction Trades

The Bidder anticipates that the following construction trades (carpenter, plumber, etc.) will be employed on this project:

3. Proposed Project Approach: The Contractors' understanding and approach to the project is an important aspect of the RFP process. The Contractor should provide a clear and concise understanding of the project based on the information given as well as project goals, requirements, and concept drawings.

4. Experience: Describe firm's experience in providing similar design/build services to municipalities, agencies, and other government entities. List recent experience of a maximum of five (5) similar projects completed by the firm within the past two (2) years. Preference should be given to projects located in California.

Include project descriptions, photographs of the completed projects and a contact for the owners of the project. References must include the contact person's name, agency, phone number, their role in the project (e.g., project manager, purchasing, etc.) and when the work was done.

5. Financial Stability: Provide a complete description of the legal structure, length of time in business, and number of employees. The firm shall disclose whether the company has ever had a voluntary or involuntary bankruptcy petition filed in its current or any prior name. The firm should similarly disclose whether or not it or any team member are in default on any loan agreement or financing agreement

with any bank, financial institution, or other entity. The firm should also disclose if any parent company or subsidiaries have been refused liability coverage in its current or previous name(s).

6. Detailed Scope of Services:

- Initial Coordination Meeting. Contractor shall familiarize themselves with the existing conditions, and shall also meet with City staff to understand the goals and concerns and to confirm existing conditions.
- Schedule. Prepare and submit to the City's Project Manager a preliminary project schedule denoting the finish by date of August 3rd, 2020. This schedule shall outline the Contractor's approach, time line, and all deliverables by tasks developed for this project. Project schedule shall be updated on a monthly basis, as needed, to reflect any major changes to the schedule. Contractor shall be responsible for providing information required by PG&E for the new service application in accordance with City timeline.
- Project Design. Prepare for City review and comment on the project design. Contractor must allow 2-3 weeks for each City review of design. Revise and finalize designs upon receipt of City comments.
- Design and Preparation of Construction Documents. Complete design and prepare final construction plans, including all civil, structural and landscape improvement aspects of the project, including the additive alternative option for demolition of the existing modular. Construction documents shall be submitted to the City for review and comment at 75% level of completion, before final documents are prepared. Construction cost estimates shall be submitted for City review with the 75% design submittal and final levels of completion.

7. Fees. With the proposal, provide Contractor's overall fee for the project, plus costs per major task as shown in the detailed scope of services.

Submittal:

Both electronic and hard-copy submissions will be accepted. Electronic submissions may be sent to nleek@ci.brisbane.ca.us by the closing submission date noted. It is the responsibility of the offeror to ensure that the proposal is received by the City of Brisbane by the date required. Hard copy proposals may be submitted to the address listed below and must be received by the City no later than December 3rd, 2018. Proposals shall be addressed to:

City of Brisbane
Childcare Modular RFP
50 Park Place
Brisbane, CA 94005

The outside of the envelope must be identified as "City of Brisbane Childcare Modular RFP." Late proposals and proposals sent by facsimile will not be accepted.

RFP Schedule

RFP Issued:	November 1 st , 2018
Deadline for Submission of Written Questions:	November 21 st , 2018
RFP Due:	December 3 rd , 2018
Notice of Award:	December 17th, 2018

The City reserves the right to make adjustments to the above noted schedule as necessary.

Evaluation and Selection Process

Selection Process: The City will use a quality-based selection process and the bid will be awarded to the design-build entity whose proposal is judged as providing the best value in meeting the interest of the City and objectives of the process. The City reserves the right to reject any or all proposals.

Evaluation Criteria Scoring: Each proposal shall be evaluated on the following evaluation criteria, weighting and maximum points, as follows:

- Thoroughness of the proposal.
- Overall experience of the firm with modular installations.
- Qualifications and abilities of staff and personnel assigned to this project, with consideration given to project experience within the region.
- Documentation of staffing levels necessary to meet the timetable most desirable to the City.

Proposal Review: City staff will score the written proposals based on the information submitted according to the evaluation criteria and point factors.

A short list of Contractors, based on the highest scores, may be selected for telephone or group interviews if deemed necessary. The City reserves the right to award the contract without an interview or to increase or decrease the number of Contractors on the short list depending on the scoring and whether the Contractors have a reasonable chance of being awarded a contract.

Negotiations will follow with the selected Contractor, and, if successful, the Contractor and City will enter into a design-build contract for the work.

Clarification during Review Process: During the evaluation process, the City has the right to request additional information and presentations for clarification in order to understand the Contractor's view and approach to the project and scope of the work. The City further reserves the right to make an award

without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final Contractor contract.

General Terms and Conditions

1. This RFP does not commit the City to enter into an agreement, to pay any cost incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure or contract for the Project.
2. At any time prior to the specified time and date set for the submission, a person/firm, or their designated representative, may withdraw their proposal.
3. The issuance of this RFP and the acceptance of a proposal do not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right to:
 - Reject any or all proposals.
 - Reissue an RFP.
 - Extend the time frame for submission of the proposals by notification to all parties who have registered an interest in this RFP with the City.
 - Request more information from any or all applicants.
 - Waive any immaterial defect or informality.
 - Decline to go forward with the RFP. The City expressly reserves the right not to proceed to contract under this RFP.
 - Reject any sub-contractor or Contractor proposed by the Proposer.
4. All services shall be provided in accordance with Enclosure "A," the City's Design-Build Agreement. Final terms of any agreement will be established during negotiations. Negotiations may be terminated by the City for failure to reach mutually acceptable terms.
5. Each person/firm will be responsible for all costs incurred in preparing a response to this RFP.
6. All materials and documents submitted in response to this RFP will become the property of the City and will not be returned. Persons/firms selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the City.
7. Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.



Enclosures

- | | |
|-------------|-------------------------------|
| Enclosure A | Design-Build Agreement |
| Enclosure B | Aerial Image of Project Space |
| Enclosure C | Proposal Pricing Form |

ENCLOSURE A
DESIGN-BUILD AGREEMENT

THIS is an agreement between the City of Brisbane ("City") and _____
("Contractor").

WITNESSETH

In consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and provide all the equipment, required to complete all of the work of construction and installation of the equipment more particularly described in the Request for Proposal Childcare Modular, dated October 18th, 2018.
2. **TIME OF PERFORMANCE.** After the contract has been executed by the City, and a notice to proceed will be issued, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion by August 3rd, 2020. The Contractor shall pay to City the sum of five hundred dollars (\$500.00) per day for each and every calendar day of delay in finishing the work after the August 3rd, 2020 due date.
3. **CONTRACT PRICE.** Contractor shall perform the work and provide the equipment in the amount set forth in Contractor's response to the Request for Proposals.
4. **WAGE SCALE.** The Contractor shall pay its employees not less than the general prevailing rate of wages predetermined by the Director of the Department of Industrial Relations.
5. **EQUAL OPPORTUNITY EMPLOYMENT.** Contractor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
6. **WORKERS' COMPENSATION AND OTHER INSURANCE.** The Contractor shall comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall provide evidence of general liability in the amount of \$2,000,000 per occurrence, naming the City of Brisbane as an additional insured and abide by all other insurance requirements set forth in the Request for Proposal Replacement Childcare Modular.
7. **INDEMNIFICATION.** The Contractor shall indemnify, hold harmless and defend the City, its officials, employees, agents, and volunteers, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the City, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Contractor, its agents, servants, or employees, in the execution, performance or failure to adequately perform Contractor's obligations pursuant to this contract.
8. **ASSIGNMENT.** The performance of this Agreement shall not be assigned except upon the written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor of its responsibilities under this Agreement.

IN WITNESS WHEREOF, Contractor and the City, have caused this contract to be executed this _____ day of _____, 2018.

CITY OF BRISBANE

CONTRACTOR

Clay Holstine
City Manager

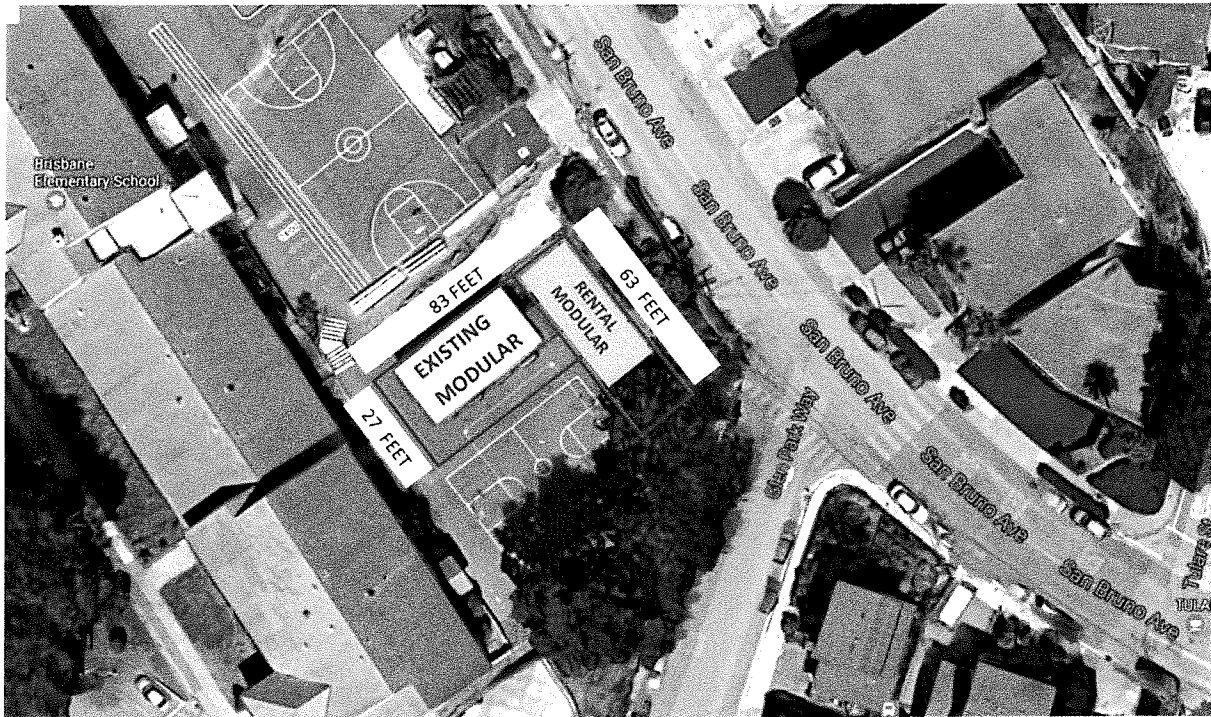
Printed Name:
Contractor:

Attest:
Ingrid Padilla
City Clerk

Approved as to form:
Michael H. Roush
City Attorney

ENCLOSURE B
AERIAL IMAGE OF PROJECT SPACE
BRISBANE ELEMENTARY SCHOOL
500 SAN BRUNO AVENUE, BRISBANE, CA 94005

**Note: The scope of the project will include demolition and removal of the existing modular as well as coordination with vendor for the removal of the rental modular. Temporary site modifications may be required for installation of the Replacement Childcare Modular. All temporary site modifications are the responsibility of the contractor.*



Aerial view of modular location and property. We would like to expand the size of the existing modular into the surrounding area, without encroaching onto the basketball courts.

Essentially, the space within the red boundary lines is what we have to work with.

The dimensions have been provided.

ENCLOSURE C
CITY OF BRISBANE REPLACEMENT CHILDCARE MODULAR
PROPOSAL PRICING FORM

To be completed by bidder. Contractor should outline an estimate for what is provided.

ITEM NO.	ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	TOTAL
	MODULAR BUILDING, FOUNDATION & COMPONENTS			
	INTERIOR OPTIONS (FLOORING, WALLS, CASEWORK, INSULATION, ETC.)			
	SYSTEMS (ELECTRICAL, PLUMBING, MECHANICAL, ETC.)			
	EXTERIOR OPTIONS (OVERHANG, RAMPS, ETC.)			
	OPTIONS & UPGRADES			
	INSTALLATION (DELIVERY, SITE PREP, SITE RESTORATION UPON COMPLETION)			
	ADDITIONAL COMPONENTS & SERVICES			
	WARRANTY (OUTLINE THE WARRANTY TERM i.e. 2 YEARS)			
			SUBTOTAL	
			TAX	
			TOTAL	
	ADDITIVE ALTERNATE: DEMOLITION OF EXISTING MODULAR			

**Please note, if bidder is providing a price range based on items included above, please provide a range for the total including the lowest and highest estimates.*