CITY OF COVINA
AGENDA REPORT
ITEM NO. CB 1

MEETING DATE: April 18, 2017

TITLE: Covina Senior and Community Center Design-Build Project within Kelby Park – Proposed Professional Services Agreement with gkkworks Construction Services for Construction Management Services

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the City Manager to execute the attached Professional Services Agreement with gkkworks Construction Services for construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park, in an amount not-to-exceed $467,546.

EXECUTIVE SUMMARY:
The proposed Professional Services Agreement (PSA) with gkkworks Construction Services (gkkworks) provides construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park in an amount not-to-exceed $467,546. The Covina Senior and Community Center is a design-build project, whereby one entity will be selected to design and construct the facility. The PSA provides construction management services to oversee and manage the project from start to finish, including selection of the design-build entity, preparation of design plans, oversight in the field during construction, and Community Development Block Grant (CDBG) and Section 108 Loan Program funding and labor compliance.

BACKGROUND:
Since September 2015, the City Council, City Manager, multi-departmental staff team, and community members have been working on the development of the new Covina Senior and Community Center. Numerous actions facilitating the development of the new facility have been taken to date, as outlined in the Project Chronology contained in Attachment A to this report.

On February 21, 2017, the City Council directed the City Manager to utilize the design-build project delivery method, as permissible to local agencies under SB 785 (Design Build Law for Local Agencies), for the Covina Senior and Community Center Project. The City Council also authorized the City Manager to issue a Request for Proposals (RFP) for construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase - Professional and Specialized Services).
DISCUSSION:
On March 1, 2017, the Department of Public Works issued the attached RFP to provide construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park. The Construction Manager will be the primary responsible party for the provision of administrative, management, and related services necessary for the completion of this project in accordance with City objectives, and in compliance with the California Public Contract Code.

The City issued the RFP to 18 firms with demonstrated expertise in the provision of construction management services for local agency design-build public works projects, with specific experience in the construction management of new park and recreation facilities, and delivery of projects on time or ahead of schedule and within budget. The RFP was also posted on the City website. Representatives of eight firms attended the mandatory job walk held on March 9, 2017, at Kelby Park. By 2:00 p.m. on March 15, 2017, the Covina City Clerk’s Office had received responses from six firms.

A Review Committee consisting of Lisa Evans, Parks and Recreation Manager, Siobhan Foster, Director of Public Works, David Gilbertson, City Engineer, Amy Hall-McGrade, Director of Parks and Recreation, and Brian Lee, Director of Community Development, evaluated the six proposals received by the City. Proposal review focused on the following criteria, as outlined in the RFP and Addendum #1 to the RFP, issued by the City on March 6, 2017:

A. Firm experience with local agency design-build projects (30 points). Specific experience of the proposer’s firm and key personnel in effective completion of construction management services for local agencies. Proposal shall demonstrate the proposer’s successful management of design-build projects for public entities in California within the last eight years, which incorporate similar aspects (community spaces, recreation facilities, parks, and/or other public facilities) to those required for this project, and delivery of the projects on time or ahead of schedule and within budget.

B. Proposed personnel and their experience with local agency design-build projects (30 points). Does the letter to the Review Committee and supporting documentation provide the rationale for team selection and highlight the strengths of the proposer’s proposed team? Proposal shall demonstrate qualifications based on the proposer’s overall professional and practical experience and key personnel.

C. Specific Management Approach (40 points). The proposer’s proposed approach to managing RFQ and RFP processes or preferably a combined RFQ/RFP process that fulfills the requirements of the California Public Contract Code for Local Agency Design-Build Projects. Also, consider the proposer’s proposed approach to managing the design-build process.

The Review Committee rated the proposals based on the above criteria. The rating summary for the six proposals is contained in Table 1 below.

<table>
<thead>
<tr>
<th>Firm</th>
<th>Firm Experience (120 pts.)</th>
<th>Personnel Experience (120 pts.)</th>
<th>Management Approach (160 pts.)</th>
<th>Total (400 pts.)</th>
<th>Average (100 pts.)</th>
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<tbody>
<tr>
<td>gkkworks</td>
<td>115</td>
<td>105</td>
<td>145</td>
<td>365</td>
<td>91.25</td>
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<tr>
<td>RWBID Construction Management</td>
<td>111</td>
<td>104</td>
<td>130</td>
<td>345</td>
<td>86.25</td>
</tr>
<tr>
<td>Firm</td>
<td>Firm Experience (120 pts.)</td>
<td>Personnel Experience (120 pts.)</td>
<td>Management Approach (160 pts.)</td>
<td>Total (400 pts.)</td>
<td>Average (100 pts.)</td>
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<tr>
<td>Bernards</td>
<td>109</td>
<td>98</td>
<td>123</td>
<td>330</td>
<td>82.50</td>
</tr>
<tr>
<td>Cal K-12, Inc.</td>
<td>77</td>
<td>85</td>
<td>90</td>
<td>252</td>
<td>63.00</td>
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<tr>
<td>Transtech</td>
<td>80</td>
<td>85</td>
<td>80</td>
<td>245</td>
<td>61.25</td>
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<tr>
<td>Joshi PMCM Inc.</td>
<td>55</td>
<td>55</td>
<td>75</td>
<td>185</td>
<td>46.25</td>
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Following the proposal evaluation, the Review Committee interviewed the two top rated firms on March 27, 2017. The purpose of the interviews was to meet key personnel from each firm and gain a better understanding of how each of the firms would work and fit with the community and City staff. The interviews were not scored and reaffirmed the proposal ratings outlined above.

The top rated firm, gkkworks, is an integrated design-build firm, offering design, construction management, and construction services in-house. gkkworks’ culture is built on project integration, and the firm is an advocate for and master of the design-build delivery method through national organizations, such as the Design-Build Institute of America (DBIA), where the firm’s president is currently the national DBIA Chair, and the Principal in Charge of the Covina project is on the DBIA Western Pacific Region’s Board and a DBIA Certified Professional.

gkkworks’ design-build experience, both as a design-build firm and as a construction manager, includes several projects for cities and other governmental agencies, such as providing design-build construction management services for the Shaffer Park Renovation Project (City of Orange), Perris Valley Aquatic Center (Riverside County), Eastside Public Safety Training Center (Victor Valley Community College District), and Camino Nuevo Charter School (Pueblo Nuevo Development). gkkworks also recently provided design-build services for the Robert and Beverly Lewis Outpatient Pavilion (Pomona Valley Hospital Medical Center) and East Valley Education Center (College of the Desert).

gkkworks’ other relevant experience includes the provision of construction management services for the Oasis Senior Center (City of Newport Beach), Newport Coast Community Center (City of Newport Beach), and Steve Ambriz Memorial Park (City of Orange.)

Upon the selection of gkkworks as the most highly qualified construction management firm with public design-build experience, the Review Committee subsequently opened the cost proposal submitted by gkkworks and entered negotiations with the firm. The proposed PSA reflects the outcome of successful negotiations between the City and gkkworks.

The services covered under the proposed PSA include, but are not limited to, the steps necessary to select a design-build team in compliance with the California Public Contract Code, preferably through a consolidated Request for Qualifications (RFQ)/RFP process, oversight of the design process and plan approvals, CDBG and Section 108 Loan Program funding and labor compliance, and on-site management of the construction process. Additionally, there are other key project components that the selected design-build team will be expected to perform under the oversight of the Construction Manager, including:

1. Site Evaluation: Design-build team will perform site evaluation, making a recommendation as to where the new Covina Senior and Community Center should be placed on the Kelby Park site and provide supporting information for the recommended location.
2. Conceptual Master Plan: As part of the site assessment, design-build team will provide a conceptual master plan of the Kelby Park site, reflecting how the site should be reconfigured to integrate the facility and maximize active recreational and open space benefits to the community. While the suggested park improvements are not part of the project, the master plan will serve as the blueprint for future renovation of the park site and the basis for pursuing grant funding opportunities.

3. Project-Related Site Improvements: A redesigned and renovated parking area will be part of the project, as will other improvements necessary to support the new facility. The parking area must serve the Covina Senior and Community Center and anticipated needs associated with the future renovation of the park site. Safety lighting and paths of travel from the parking area to the facility must be included. Other site improvements could include storm drainage, hardscape, etc.

4. Project-Related Landscaping: Landscaping of the Covina Senior and Community Center footprint is part of the project. Landscaping is expected to be both aesthetically pleasing and sustainable, while helping to integrate the facility into the park site.

5. Furniture, fixtures, and equipment (FFE) Identification: The design-build team will provide assistance to the City in identifying the necessary FFE to operate the facility. While FFE is not included in the project budget, the expertise of the design-build team and Construction Manager will be instrumental in guiding the City through the FFE identification and selection process.

The proposed PSA is for an amount not-to-exceed $467,546. The provision of additional services by the consultant would require advanced written authorization by the City Council and consultant, and would be compensated at the rates set forth in Exhibit A of the PSA. Upon execution of the PSA, gkworks is prepared to initiate the design-build team selection process. Below is a tentative timeline for the Covina Senior and Community Center Design-Build Project within Kelby Park:

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Duration (tentative)</th>
<th>Completion (tentative)</th>
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<tbody>
<tr>
<td>Design-Build Team Selection</td>
<td>3 months</td>
<td>Summer 2017</td>
</tr>
<tr>
<td>Pre-Construction</td>
<td>7 months</td>
<td>Spring 2018</td>
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<tr>
<td>Construction</td>
<td>10 months</td>
<td>Spring 2018 to Winter 2019</td>
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<tr>
<td>Warranty Phase</td>
<td>12 months</td>
<td>Winter 2019 to Winter 2020</td>
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Based on the preliminary schedule, the construction phase is estimated to be ten months in duration, with completion projected tentatively in late-January 2019. While this is an aggressive timeline, it is achievable provided little to no unexpected conditions and/or unforeseen circumstances are encountered during construction. If complications arise, it may be necessary to seek City Council authorization to amend the PSA with gkworks to reflect the provision of additional services during the extended construction phase of the project. The same could also occur in any other project phases that extend longer than projected.

Additionally, the schedule includes four weeks for City Building and Safety Plan Check review. To meet this timeline and avoid potential delays because of corrections, the Community Development Director recommends that the Building Official and Building and Safety personnel be involved with the design-build team as early as possible, specifically during the schematic design phase. This will enable staff to alert the architect/contractor to potential code issues/concerns during the early stages of the design development, so no time is lost on having
to go back and make revisions/updates to plans/design concepts. The City’s Building Official has experience with design-build projects and is accustomed to working on schematic concepts, at the conceptual level, and with formal project plan submittals. Building and Safety personnel will be included in the weekly meetings with the design-build team.

**FISCAL IMPACT:**
The fiscal impact associated with the proposed PSA with gkkworks for construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park, is an amount not-to-exceed $467,546. Sufficient funding is available in the Covina Senior and Community Center Project budget (account nos. 4600-3400-55100-P1601, 2100-4950-SC15-P1601, and 2100-4950-SC16-P1601), which includes $403,000 in General Fund monies and up to $86,350 in CDBG funds.

Additionally, $100,000 in pre-construction services are an eligible expense of the $1.9 million in Los Angeles County Grant Funds awarded to the City on October 18, 2016. The remaining $1.8 million of County grant funds are designated to construction-related activities. Prior to submitting requests for reimbursement of actual construction costs, the City must complete an environmental review (California Environmental Quality Act), which is tentatively scheduled to occur during the conceptual design phase of the project in fall 2017. Environmental clearance is not required prior to submitting reimbursement requests for pre-construction services.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**
The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The award of a PSA for construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park will not result in any significant effect on the environment. Once a project concept is developed, the City will be seeking a categorical exemption for the replacement/reconstruction of the facility pursuant to Section 15302 of the California Environmental Quality Act (CEQA) for Class 2 facilities.

Respectfully submitted,

[Signature]

Siobhan Foster
Director of Public Works

**ATTACHMENTS:**
Attachment A: Covina Senior and Community Center Project Chronology
Attachment B: Professional Services Agreement
Attachment C: RFP to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park with Exhibits A, B, and C only
Attachment D: Proposals Received in Response to RFP to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park (on file in City Clerk’s Office)
<table>
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<tr>
<th>Date</th>
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<tr>
<td>September 15, 2015</td>
<td>City Council received and filed the Joslyn Center update, authorized the City Manager to issue a Request for Proposal (RFP) to provide community and internal outreach to ascertain facility-user needs and Department of Parks and Recreation programming needs, in addition to obtaining City Council input in the design process for the Covina Senior and Community Center Project, and directed the Departments of Parks and Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.</td>
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<tr>
<td>November 10, 2015</td>
<td>The Department of Public Works issued the RFP to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project to 18 firms with significant expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-bid project delivery models. Consulting services for the initial phase of the project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines. The RFP was also posted on the City's website. By 4:00 p.m. on December 3, 2015, the City of Covina City Clerk's Office had received responses from seven firms.</td>
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<tr>
<td>December 15, 2015</td>
<td>The Department of Parks &amp; Recreation reviewed and discussed options for the relocation of senior programming from the Joslyn Center to another facility, including the Valleydale Park Community Center and a possible co-sponsorship agreement with Los Angeles County for Valleydale Community Center.</td>
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<tr>
<td>January 19, 2016</td>
<td>The City Council, in a separate action, adopted Resolution No. 16-7452, authorizing the allocation of the Forty Second Year Community Development Block Grant (CDBG) funds for FY 2016-2017. This action includes $416,188 in funding for the Covina Senior and Community Center Project - Phase II. Funds will be released by Los Angeles County Community Development Commission once the design phase is complete.</td>
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<tr>
<td>January 19, 2016</td>
<td>City Council Meeting The City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects (GGA) to Provide Planning, Programming, Architectural, and Engineering Services for the Initial Phase of the Covina Senior and Community Center Project in an amount not-to-exceed $100,000; adopted Resolution No. 16-7454 appropriating $500,000 in available Special General Fund - Rule 20A Swap balance for the Initial Phase of the Covina Senior and Community Center Project, topographic survey and soils geologic analysis, and seed money for subsequent phases of the project; and directed City staff to pursue placement of the Covina Senior and Community Center in Covina Park.</td>
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<td>February 8, 2016</td>
<td>Administrative Action The Department of Public Works issued RFPs to members of the City of Covina's On-Call Engineering Services Bench for 1) the Covina Senior and Community Center Geotechnical Soils Investigation at Covina Park and 2) Covina Senior and Community Center Boundary and Topographic Survey at Covina Park. Following the review of the proposals received in the City of Covina City Clerk's Office by 4:00 p.m. on February 18, 2016, David T. Hamilton &amp; Associates, Inc. was identified as the top rated proposer for the Soils Investigation and Civiltec Engineering, Inc. for the Boundary and Topographic Survey. Neither Agreement was executed due to the subsequent change in site location.</td>
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<td>February 16, 2016</td>
<td>City Council Study Session Representatives from GGA updated the City Council on the initial Client Team Meeting held with City staff on January 26, 2016 and reviewed a working draft of the Community Participation Workshop #1 presentation, scheduled for February 22, 2016, from 9:00 a.m. to 11:00 a.m. at the Joslyn Center. During the Study Session, Gonzalez Goodale Architects also reviewed and received feedback from the City Council on the following: 1. Draft Project Guiding Principles; 2. The facility program; and 3. Initial site utilization/location studies.</td>
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<tr>
<td>February 16, 2016</td>
<td>City Council Meeting The City Council adopted Resolution No. 16-7463, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development and approved the new Covina Senior and Community Center construction project (Phase I). This action approved $202,309 in funding for the design phase of the project, effective through June 30, 2017.</td>
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<td>February 22, 2016</td>
<td>The City and GGA hosted Community Workshop #1. Approximately 100 persons attended the workshop. Following the presentation of the items listed above, attendees offered numerous comments, largely focused on the concern of the possible placement of the new facility in Covina Park.</td>
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<tr>
<td>February 23, 2016</td>
<td>Amy Hall-McGrade, Parks &amp; Recreation Director, and department staff engaged users of the Joslyn Center to gain a thorough understanding of their needs and expectations for the Covina Senior and Community Center. Joslyn Center users expressed the desire for windows, fresh air, and access to outside spaces, wide hallways, large restrooms, a design that fosters intergenerational exposure, and possible space for weight equipment and billiards, among other items.</td>
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| March 1, 2016     | City staff and GGA representatives presented an update on the following:  
1. Community engagement efforts;  
2. Concept of increasing open space in Covina Park, should the facility be placed there, by eliminating/consolidating obsolete uses and moving softball activities to a refurbished Kelby Park;  
3. How the City plans to address current parking deficiency and provide sufficient parking to support the new facility, if placed in Covina Park; and  
4. Comparative architectural vernaculars consistent with Adams Park neighborhood that could be reflected in the new facility, should it be placed in Covina Park.  
Extensive public comment was received at the March 1, 2016 City Council Study Session. The majority of the input expressed dissatisfaction with the possible placement of the Covina Senior and Community Center in Covina Park and suggested possible alternative sites, including the Covina Woman’s Club and other parcels. Public comments of a similar nature were made at the March 1, 2016 City Council Meeting. |
<p>| March 1, 2016     | The City Manager pulled Item CC 8 from the City Council Agenda – Proposed Professional Services Agreement with Civiltec Engineering, Inc. for Preparation of the Covina Senior and Community Center Boundary and Topographic Survey – pending re-evaluation of the site selection for the new facility.                                                                                                                                                         |</p>
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<tr>
<td>March 21, 2016</td>
<td>Multiple City department directors presented information on project chronology, site location alternatives, project funding, the draft space program for the new facility, and answered questions from the community. The majority of the City's presentation focused on the systematic assessment of eight possible sites for placement of the Covina Senior and Community Center, including (in alphabetical order): 1. Badillo Street/Downtown (135 E. Badillo Street); 2. Brunswick Bowling Alley (1060 W. San Bernardino Road); 3. Civic Center/State Building (233 N. Second Avenue); 4. Covina Park (303 S. Fourth Avenue); 5. Covina Woman's Club (128 S. San Jose Avenue); 6. Hollenbeck Park (1250 N. Hollenbeck Avenue); 7. Kelby Park (815 N. Barranca Avenue); and 8. K-Mart (1162 N. Citrus Avenue). Uniform criteria used to assess each of the possible site locations, included (in alphabetical order): 1. Adjacent land uses; 2. Economic impacts; 3. Environmental review (CEQA); 4. Location; 5. Lot size; 6. Other site consideration; 7. Parking; 8. Project funding; 9. Property ownership; and 10. Traffic safety. Approximately 100 residents attended the workshop with many participating in the public comment period. Residents expressed concern with the possible placement of the facility in Covina Park, provided input on the alternative sites presented, and conveyed the need to move the project ahead swiftly regardless of site location.</td>
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| April 5, 2016 City Council Meeting | The City Council received an update on the eight site location alternatives for the Covina Senior and Community Center listed above, each evaluated based on the criteria listed above. Following public input and discussion, the City Council unanimously moved to exclude four site locations from ongoing Covina Senior and Community Center project consideration:  
1. Badillo Street/Downtown;  
2. Brunswick Bowling Alley;  
3. Covina Park; and  
   The City Council also directed staff to explore and exhaust all options, with both public and private property owners in Successor Agency Project Area One. This specific project area includes approximately $4.8 million funding opportunity in the Successor Agency. The City Manager temporarily placed the agreement with GGA on hold, pending site selection by the City Council. At that time, GGA had completed approximately 20% of the Scope of Services. Key remaining services include site evaluation and recommendation, conceptual designs, cost estimates, and timelines. |
<p>| April 11, 2016 Community Workshop #3 | City staff presented an update and received public comment on the four current site location alternatives, facility requirements, and the draft space plan.                                                                                                                                                                             |
| August 18, 2016 Administrative Action | The City issued an RFP for preparation of the Joslyn Center Lead Paint, Mold, and Asbestos Investigation. The City issued the RFP to four firms with expertise in the completion of comprehensive building investigations to determine the presence, location, and quantity of lead paint, mold, and asbestos. The RFP was also posted on the City's website. By 4:00 p.m. on September 15, 2016, the City of Covina City Clerk's Office had received responses from two firms. |</p>
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<tr>
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<tr>
<td>September 7, 2016</td>
<td>Interim City Manager submitted $1.9 million in funding requests to Los Angeles County for the Covina Senior and Community Center project, at the request of Michael D. Antonovich, Los Angeles County Board of Supervisors, Fifth District. The letter requests $1.0 million in new funding plus the reallocation of two previously approved grants in the amount of $900,000, bringing the City of Covina's total funding request to $1.9 million.</td>
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<td>Administrative Action</td>
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<td>September 14, 2016</td>
<td>Given the limited time available to formally submit the funding request to the Board of Supervisors for final approval prior to the departure of Supervisor Antonovich in November, the Interim City Manager identified Kelby Park as the site location for the Covina Senior and Community Center. The County indicated that a specific site had to be included in the City's funding request. Since the City owns and controls the Kelby Park site, City staff determined the best alternative was to identify Kelby Park as the location for the new center in the City's application.</td>
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<td>September 20, 2016</td>
<td>City staff presented a comprehensive assessment of four recommended site alternatives, including (in alphabetical order): 1. Covina iTec; 2. Covina Woman’s Club; 3. Inter-Community Hospital partnership; and 4. Kelby Park. City staff also outlined potential deal points associated with a partnership with the Covina Woman’s Club and provided updates on the agreement with GGA, available project funding, and financing options. Following the presentation, the City Council and members of the public provided input on the site location alternatives presented by City staff. All parties emphasized the imperativeness of moving this critical project ahead as expeditiously as possible.</td>
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<td>City Council Study Session</td>
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<td>October 4, 2016</td>
<td>The City Council directed City staff to pursue the placement of the Covina Senior and Community Center in Kelby Park and at the site of the Covina Woman's Club and adopted Resolution No. 16-7533 authorizing the application for $1.9 million in grant funds from the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding for the Covina Senior and Community Center Project.</td>
</tr>
<tr>
<td>City Council Meeting</td>
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<tr>
<td>October 18, 2016</td>
<td>Los Angeles County Board of Supervisors approved a $1.9 million grant for the Covina Senior and Community Center proposed to be constructed in Kelby Park, including $1.0 million in new funding through the Los Angeles County Regional Park and Open Space District for Fifth Supervisorial District Competitive Excess Funding, plus $900,000 in dollars that were available to Kelby Park through the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996.</td>
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<tr>
<td>October 19, 2016</td>
<td>Interim City Manager authorized Agreement with Stearns, Conrad and Schmidt, Consulting Engineers Inc. (SCS Engineers) for Preparation of Joslyn Center Lead Paint, Mold, and Asbestos Investigation. Once the results of the lead paint, mold, and asbestos investigation are available, the City will prepare and advertise the Joslyn Center Demolition Project for bid.</td>
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<tr>
<td>December 2, 2016</td>
<td>SCS Engineers completed the building survey at Joslyn Center, consisting of lead paint, mold, and asbestos investigations. Draft report expected the week of December 19, 2016.</td>
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<td>December 20, 2016</td>
<td>The City Council received and filed the Covina Woman’s Club Physical Assessment for Adaptation to Covina Senior and Community Center Report, prepared by GGA and directed staff to proceed with Kelby Park as the final site for the placement of the Covina Senior and Community Center. The City Council also directed staff to present funding options and next steps to the City Council at the January 17, 2017 City Council meeting.</td>
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<tr>
<td>December 24, 2016</td>
<td>SCS Engineers submitted Lead Paint, Mold, and Asbestos Investigation Report to City, providing the necessary information for the City to develop specifications for the demolition of the Joslyn Center and advertise the project for bid.</td>
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<tr>
<td>January 17, 2017</td>
<td>The City Council authorized the City Manager to prepare a Section 108 Loan Program application to the Community Development Commission of Los Angeles in the amount of approximately $2.5 million for approval by the City Council and directed the City Manager to explore the feasibility of an interfund loan from one or more City funds to the General Fund to fund the balance of the project cost, subject to approval of borrowing agreement by the City Council. The City Council also directed City staff to return to the City Council with additional information regarding a design-build project delivery model for the project instead of utilization of the design-bid-build method and timing for a master plan of the Kelby Park site.</td>
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<tr>
<td>February 7, 2017</td>
<td>The City Council authorized the City Manager to execute a Professional Services Agreement with Civiltec Engineering, Inc. for preparation of Covina Senior and Community Center Boundary and Topographic Survey at Kelby Park in an amount not-to-exceed $45,247. The project will be completed within 30 calendar days of the issuance of the Notice to Proceed.</td>
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<tr>
<td>February 7, 2017</td>
<td>The Department of Public Works has worked with the City Attorney to prepare a Professional Services Agreement with David T. Hamilton &amp; Associates in an amount not-to-exceed $9,200 for the provision of Geotechnical Engineering and Soils Testing for the Covina Senior and Community Center Project in Kelby Park. Since the cost for these services is an amount not-to-exceed $9,200, City Council approval of the agreement is not required. Once the agreement has been executed and insurance provided by David T. Hamilton &amp; Associates, the agreement will be presented to the City Attorney for approval as to form and the City Manager for execution. The work will follow a similar schedule as the boundary and topographic survey.</td>
</tr>
<tr>
<td>February 21, 2017</td>
<td>The City Council directed the City Manager to utilize the design-build project delivery method, as permissible to local agencies under SB 785 (Design Build Law for Local Agencies), for the Covina Senior and Community Center Project, and authorized the City Manager to issue a Request for Proposals (RFP) for Project and Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase – Professional and Specialized Services).</td>
</tr>
<tr>
<td>February 28, 2017</td>
<td>The City Engineer issued the Notice to Proceed for the Covina Senior and Community Center Boundary and Topographic Survey at Kelby Park to Civiltec Engineering, Inc. The completion date for the required services is March 30, 2017. The City Engineer issued the Notice to Proceed for Geotechnical Engineering and Soils Testing for the Covina Senior and Community Center Project in Kelby Park to David T. Hamilton &amp; Associates. The completion date for the required services is March 30, 2017.</td>
</tr>
<tr>
<td>Date</td>
<td>Action</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>March 1, 2017</td>
<td>The Department of Public Works issued the RFP to provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park. The RFP was issued to 18 firms with extensive experience in the provision of construction management services for local agency design-build projects, with specific expertise with the construction of new park and recreation facilities, and delivery of projects on time or ahead of schedule and within budget. The RFP was also posted on the City website. Following the review of the proposals received in the City of Covina City Clerk’s Office by 2:00 p.m. on March 15, 2017, gkkworks Construction Services (gkkworks) was identified as the top rated proposer. Following the proposal evaluation, the review committee interviewed the two top rated firms on March 27, 2017. The purpose of the interviews was to meet key personnel from each firm and gain a better understanding of how each of the firms would work and fit with the community and City staff. The interviews were not scored and reaffirmed the proposal ratings.</td>
</tr>
<tr>
<td>April 18, 2017</td>
<td>The Department of Public Works is seeking City Council authorization for the City Manager to execute a Professional Services Agreement with gkkworks for the provision of construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park, in an amount not-to-exceed $467,546.</td>
</tr>
</tbody>
</table>
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April 18, 2017 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and gkkworks Construction Services, a California Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide construction management services for the Covina Senior and Community Center Design-Build Project within Kelby Park.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. City desires to retain Consultant, and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through April 30, 2020, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond April 30, 2022.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not-to-exceed Four Hundred Sixty-Seven Thousand Five Hundred Forty-Six Dollars ($467,546) (the "maximum compensation"), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

B. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.
3. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as Exhibit B. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Brandon Dekker, Principal (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date, and shall perform all services in conformance with the project timeline, attached hereto as Exhibit C.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant’s fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll, or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars ($50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement, including, but not limited to,
invoices, time cards, and cost control sheets. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during Consultant’s regular working hours to examine, audit, and make transcripts of copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

5. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed (“written products”) pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. **Independent Contractor.**

   A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

   B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. **Confidentiality.** All data, documents, discussion, or other information (collectively “data”) developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential, and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant’s covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. **Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant’s services under this Agreement, including the Political Reform Act
(Gov. Code, § 81000 et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative’s prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Conformance with Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City. Further, the Services performed by Consultant pursuant to this Agreement are funded, in part, by the United States Department of Housing and Urban Development (HUD) as part of City’s participation in the Community Development Block (CDBG) program. As such, Consultant shall comply with all CDBG laws and regulations in its performance of this Agreement, including those laws and regulations listed in Exhibit E attached hereto and incorporated herein by reference, and shall complete, sign, date and submit to City the county and federal certification forms set forth in Exhibit E.

10. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782. 8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782. 8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Further, Consultant shall indemnify, defend and hold harmless the County of Los Angeles, the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorneys' fees, expert witness fees, and defense costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Consultant is responsible. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its officials, officers, employees, subcontractors, consultants, or agents, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.
2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars ($2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars ($2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers’ compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars ($2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

E. Consultant’s Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant’s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City’s option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
G. **Cancellations or Modifications to Coverage.** Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. **City Remedy for Noncompliance.** If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. **Evidence of Insurance.** Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. **Indemnity Requirements not Limiting.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. **Subcontractor Insurance Requirements.** Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

12. **Mutual Cooperation.**

A. **City's Cooperation.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. **Consultant's Cooperation.** In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.
13. **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings, and activities.

14. **Termination or Suspension of Agreement.**

   A. **Right to Terminate or Suspend.** City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

   B. **Obligations upon Termination.** Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City’s termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. **Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant’s reasonable control and not due to any act by Consultant.

16. **Notices.** Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant’s and City’s regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

   - **If to City:**
     - Attn: Siobhan Foster
     - Director of Public Works
     - City of Covina
     - 125 E. College Street
     - Covina, California 91723

   - **If to Consultant:**
     - Brandon Dekker
     - Principal
     - gkkworks Construction Services
     - 2355 Main Street, Suite 220
     - Irvine, California 92614

17. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender
expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. **Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City’s prior written consent. City’s consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect, and shall entitle City to terminate this Agreement. As used in this Section 17, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. **No Third Party Beneficiaries Intended.** Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power, or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. **Exhibits.** Exhibits A, B, C, D and E constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

22. **Entire Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

23. **Amendment of Agreement.** This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council’s behalf and without the City Council’s prior approval to make the following non-
substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-
monetary changes in the scope of work; and (d) termination of the Agreement.

24. **Headings.** The headings in this Agreement are included solely for convenience of
reference, and shall not affect the interpretation of any provision of this Agreement or any of the
rights or obligations of the parties to this Agreement.

25. **Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will”
and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c)
“includes” or “including” are not limiting.

26. **Time of the Essence.** Time is of the essence in respect to all provisions of this
Agreement that specify a time for performance; provided, however, that the foregoing shall not
be construed to limit or deprive a party of the benefits of any grace or use period allowed in this
Agreement.

27. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from
the relationship between the parties to this Agreement, shall be governed by and construed in
accordance with the laws of the State of California, except that any rule of construction to the
effect that ambiguities are to be resolved against the drafting party shall not be applied in
interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether
contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic
jurisdiction over the City of Covina.

28. **Attorneys’ Fees.** In any litigation or other proceeding by which on party seeks to
enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration
of any rights or obligations under this Agreement, the prevailing party shall be shall be awarded
reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to
enforce the final judgment.

29. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement
to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the
remaining provisions of this Agreement shall not be affected and continue in full force and
effect.

30. **Authority to Execute Agreement.** The person or persons executing this Agreement on
behalf of Consultant warrants and represents that he or she has the authority to execute this
Agreement on behalf of the Consultant and has the authority to bind Consultant to the
performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]
The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: __________________________
    Name: ______________________
    Title: _______________________

ATTEST:

By: __________________________
    Name: Sharon F. Clark
    Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: __________________________
    Name: Candice K. Lee
    Title: City Attorney

Consultant:

gkkworks Construction Services,
a California Corporation

By: __________________________
    Name: ______________________
    Title: _______________________

By: __________________________
    Name: ______________________
    Title: _______________________

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)
EXHIBIT A
APPROVED FEE SCHEDULE
### City of Covina - Senior and Community Center Construction Management Proposal

#### B. Cost Proposal

##### I. Fee for Basic Services

<table>
<thead>
<tr>
<th>Phase 1: Design-Build Team Selection (3 months)</th>
<th>Project Executive</th>
<th>Construction Manager</th>
<th>Senior Estimator</th>
<th>Senior Scheduler</th>
<th>Labor Compliance</th>
<th>Total Hours</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>A. Draft Summary Schedule</td>
<td>2</td>
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<td>B. Develop RFP</td>
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<td>C. List of Potential Proposers</td>
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<th>Senior Scheduler</th>
<th>Labor Compliance</th>
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<th>Total Cost</th>
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<td>A. General Construction Management incl. daily observations of work and issue resolution</td>
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<td>40</td>
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<td>Z. Certificate of Occupancy Coordination</td>
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<td><strong>Total Hours</strong></td>
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<td><strong>400</strong></td>
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<th>Phase 2 - Warranty Phase (12 months)</th>
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<th>Senior Estimator</th>
<th>Senior Scheduler</th>
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<th>Total Cost</th>
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<td><strong>0</strong></td>
<td><strong>130</strong></td>
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</table>

City Council and City Council Study Session Meetings - no additional charges

No additional charge $ -
B. Cost Proposal
   ii. General Conditions Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Monthly Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Mileage/Travel</td>
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</tr>
<tr>
<td>2</td>
<td>Trailer/Office Supplies</td>
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</tr>
<tr>
<td>3</td>
<td>Reproducibles/Postage/Delivery</td>
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</tr>
<tr>
<td>4</td>
<td>Laptop/Phone/Internet</td>
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</table>

Total General Conditions Costs per Month $ 825

Job Site Trailer (inc restroom, cleaning, hook ups, furniture, equipment, etc.) shall be provided by Design-Builder.
## B. Cost Proposal

### iii. Hourly Rates

<table>
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<tr>
<th>Role</th>
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<td>Labor Compliance Officer</td>
<td>$132</td>
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<tr>
<td>Labor Compliance Analyst</td>
<td>$98</td>
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</table>

Rates will be held through 12/31/18.
Scope of Services

The following basic services shall be provided by the Construction Manager without exception or exclusion:

1. **Community Development Block Grant and Section 108 Loan Program Funding Compliance**

   The services performed by Construction Manager pursuant to this RFP may be funded, in part, by the United States Department of Housing and Urban Development (HUD) as part of City's participation in the Community Development Block (CDBG) and Section 108 Loan Program. As such, the Construction Manager shall comply with all CDBG laws and regulations and any laws and regulations governing the use of Section 108 Loan Program Funding in its performance of the Project and Construction Management Services.

   The Construction Manager shall also:

   A. Ensure the Design-Build Team complies with all CDBG laws and regulations, and any other laws and regulations governing the use of Section 108 Loan Program Funding in its performance of the Project, including but not limited to, applicable laws governing accounting records and billing.

   B. Perform all duties necessary to ensure the City complies with all CDBG laws and regulations and any other laws and regulations governing the use of Section 108 Loan Program Funding.

2. **Phase 1: Design-Build Team Selection**

   The Construction Manager shall, if applicable:

   A. Provide a draft initial summary schedule for the Project, including major elements included in each phase;

   B. In compliance with the California Public Contract Code for Local Agency Design-Build Projects, develop an RFQ to pre-qualify or short-list the design-build entities whose proposal shall be evaluated for final selection and an RFP that invites pre-qualified or short-listed entities to submit competitive sealed proposals in the manner prescribed by the local agency; or, preferably, a combined RFQ/RFP process that fulfills the requirements of the California Public Contract Code for Local Agency Design-Build Projects;
C. Prepare a list of potential proposers for circulation of the RFQ or combined RFQ/RFP;

D. Provide for distribution of electronic plans and documents to all potential proposers;

E. Assist in the selection of a design-build team by participating on a Review Committee;

F. Assist with conducting a pre-proposal conference to familiarize potential bidders with the RFQ, RFP or combined RFQ/RFP, management techniques, and any special systems, materials, or methods;

G. Review and check the references and experience of the proposers;

H. Share information in its possession with the City and the Review Committee regarding any potential proposers;

I. In conjunction with the City, issue any addenda to the RFQ, RFP, or joint RFQ/RFP;

J. Assist the City with negotiation of contract terms for the successful proposer; and

K. Attend City Council and/or City Council Study Session meetings, as needed, in support of the selection of a design-build team.

3. **Phase 2: Pre-Construction Phase**

A. The Project Construction Manager shall coordinate and conduct a pre-construction conference with Design-Build Team, and shall coordinate any required pre-construction meetings. The Project and Construction Manager will coordinate the time and date of any required pre-construction meeting and insert information into the specifications. The City will provide the meeting location only.

i. The Construction Manager shall provide all invitations to the pre-construction meeting. The City will provide the format for the letters;

ii. The Construction Manager will provide the agenda and approval for the pre-construction meeting and provide a copy to the City for review; and

iii. The Construction Manager shall provide a typed copy of pre-construction meeting minutes and distribute a copy to all attendees within one week of the meeting.
B. The Construction Manager shall review all design related documents required to be submitted by the Design-Build Team.

C. The Construction Manager shall coordinate responsibilities for safety precautions and programs, insurance, licenses, payroll records, temporary facilities, equipment, materials, and services for common use of the Design-Build Team.

D. The Construction Manager shall ensure that all Contract Documents stipulate that any surety issuing any bond(s) in connection with the Project to be an "admitted surety insurer" as defined in Code of Civil Procedure Section 995.120 and said surety to meet the City's minimum rating standard. The Construction Manager shall ensure that the Design-Build Team require all trade contract documents to include, within its bid, a copy of the information required pursuant to Code of Civil Procedure 995.311 for verification of the status of the bidder's surety or sureties. At all times that a bidder or a Trade Contractor is to provide a bond pursuant to the Trade Contract Documents or Trade Contracts, the Construction Manager shall independently take all actions necessary pursuant to Code of Civil Procedure Section 995.311 to verify the status of such surety or sureties.

E. If applicable, the Construction Manager shall ensure that the Trade Contract Documents require each Contractor to develop and fully implement safety program(s), as required by law, including, but not limited to, CAL-OSHA requirements.

4. Phase 2: Construction Phase

A. The Construction Manager shall provide administrative, management, and related services necessary to coordinate and to facilitate the completion of the Project in accordance with the City's objectives. Construction Manager shall provide sufficient organization, personnel, and management to carry out the requirements listed in this RFP.

B. The Construction Manager shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. The Construction Manager shall identify variances between actual and budgeted or estimated costs, and shall advise the City and the Design-Build Team whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

C. The Construction Manager shall coordinate with the Design-Build Team for installation of a fully functioning Class "A" construction trailer at the site prior to the beginning of construction, to be used by the Construction Manager, the Design-Build Team, and the
City as needed for the duration of the project. The cost of the trailer will be borne by the Design-Build Team.

D. The Construction Manager is responsible for ensuring that all building permits and special permits for permanent improvements, if required, are obtained by the Design-Build Team. The Construction Manager shall verify that all applicable fees and assessments have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. The Construction Manager shall ensure that the Design-Build Team post, in a prominent place at the site of the Project ("Job Site"), a list of the prevailing wages in the area for the work to be performed on the Project, as required pursuant to the Labor Code Section 1770 et seq.

   i. The Construction Manager shall check all certified payroll forms for conformance to the prevailing wage rates on a weekly basis;

   ii. The Construction Manager shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll;

   iii. The Construction Manager shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments; and

   iv. The Construction Manager shall verify that all Trade Contracts have a valid City Business License.

F. The Construction Manager shall obtain certificates of insurance, performance bonds, and payment bonds from the Design-Build Team, and shall forward originals of such documents to the City Clerk's Office. The Construction Manager shall forward to the City Clerk's Office all original Preliminary Notices, Stop Notices, and renewals of insurance certificates.

G. The Construction Manager shall obtain from the Design-Build Team, and review for completeness and quantity, all required shop drawings, product data, samples, and other submittals ("Submittals"). If applicable, the Construction Manager shall ensure that the Submittals are consistent with the Trade Contracts and information contained in related documents, and shall transmit the Submittals to City staffing for review and approval. In collaboration with the Design-Build Team, the Project and Construction Manager shall establish and implement procedures for expediting the processing and approval of Submittals.
H. The Construction Manager shall:

i. Require that the Design-Build Team ensure that each Contractor provide written certification that required safety program(s) are in place and effective prior to initiating work on the Project and obtain a written copy of their safety programs for the file; and

ii. Require that each Contractor confirm, in writing, as a condition of submitting its monthly payment request(s), that it has continuously administered and enforced its published safety program throughout the preceding month, including monthly safety meetings.

I. The Construction Manager shall schedule weekly construction meetings and progress meetings to discuss matters relevant to the construction of the Project, such as procedures, progress problems, and scheduling. The Construction Manager shall prepare and promptly distribute official minutes of such meetings no later than one week/seven days after the meeting time.

J. The Construction Manager shall review the Project Construction Schedule(s) prepared by the Design-Build Team annotating variance and reasons for such.

K. The Construction Manager shall endeavor to obtain satisfactory performance from the Design-Build Team. The Construction Manager shall recommend courses of action to the City when requirements of the Design-Build Team are not being fulfilled and the non-performing party will not take satisfactory corrective action required by the Construction Manager or the City.

L. The Construction Manager shall incorporate approved changes to the Project Construction Plans as they occur; pursuant to Change Orders, Requests for Information, or other means that modify or alter the contract plans prepared by the Design-Build Team, and shall develop cash-flow reports and forecasts as needed.

M. The Construction Manager shall, subject to City approval, develop a standardized system for processing, tracking, and timely submittal to the City of all Change Orders. The Construction Manager shall:

i. Recommend necessary or desirable changes in the Project to the Design-Build Team and the City;
ii. Review requests for Change Orders;

iii. Negotiate proposals by any Contractor for a Change Order;

iv. Submit recommendations to the Architect and the City; and

v. Prepare and sign Change Order requests as a pre-requisite to Design-Build Team and City approval.

N. The Construction Manager shall promptly, upon receipt, review and approve all invoices submitted by the Design-Build Team. Within five days of submittal by the Design-Build Team, the Construction Manager shall send approved invoices to the City for payment, and shall notify the City of any questionable invoices or portions thereof. The City may request that the Construction Manager direct the Contractor to provide additional information or documentation to verify and approve the payment request. Upon receipt of any City request for additional information or documentation, the Construction Manager shall promptly notify the Contractor so that the Contractor can provide such information or documentation to the Construction Manager, who shall then forward such information to the City. The Construction Manager shall serve as the conduit for any request by the City to obtain certified payroll information from the Design-Build Team as authorized pursuant to Section 1776 of the Labor Code or other provisions of law. The Construction Manager shall follow City standards and procedures for the review and processing of applications by any Contractor for progress and final payments. The Construction Manager shall supply the following documents with the payment request:

A project expenditure report:

i. A signed letter stating all certified payrolls have been checked for compliance to the prevailing wage requirement; and

ii. If applicable, a signed letter stating that all Contractors have a valid City Business License with their business license number noted.

O. If applicable, the Construction Manager shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

P. The Construction Manager shall assist the City, if applicable, in selecting and retaining the professional services of surveyors, special consultants, and testing laboratories and shall coordinate their services. The Construction Manager shall oversee, coordinate, and
approve all testing required by all parties with authority over the Project. The Construction Manager shall ensure that all completed inspection reports shall be provided to the City upon receipt.

i. The Construction Manager will prepare the RFP. The City will provide the general format of the RFP;

ii. The City Interdepartmental Team will review and comment on the RFP;

iii. The Construction Manager will be required to maintain a consultant log for all RFPs;

iv. Make plans and specifications electronically available to all requesters of the RFP;

v. Coordinate with plan rooms and technical publications to advertise the RFP;

vi. The Construction Manager will issue all addendums electronically and confirm receipt by each proposer of record;

vii. A City Review Committee will review the RFPs and the Project and Construction Manager will be one member of the board;

viii. The Construction Manager will provide a final rating summary of the Review Committee recommendations;

ix. The Construction Manager will complete the Professional Services Agreement in the City format for review and approval;

x. The Construction Manager will review the insurance certificates to verify compliance with the City's insurance standards and obtain approval from the City's Risk Manager;

xi. The Construction Manager will complete the purchase requisition with all required attachments for City review and approval and City Council Agenda Reports, as needed; and

xii. The Construction Manager will coordinate with the City Engineer for issuance of the Notice to Proceed after the Professional Services Agreement has been authorized and executed and Purchase Order has been issued.
Q. The Construction Manager shall:

i. Observe the materials and equipment being incorporated into the work; and

ii. Guard against defects and deficiencies in the work on the Project.

When applicable, the Construction Manager shall make recommendations to the Design-Build Team regarding special inspection or testing of work that may not be constructed in accordance with the Trade Contracts, regardless of whether such work is at that time fabricated, installed, or completed. The Construction Manager shall immediately inform the Design-Build Team, the City, and the Inspector of Record of any work that Construction Manager believes may not conform to the requirements of the Trade Contracts. The Construction Manager shall, in conjunction with the Design-Build Team, review the Contractor's recommendations for corrective action with respect to such non-conforming work.

R. The Construction Manager shall not be responsible for the construction means, methods, techniques, sequences, or procedures employed by a Contractor in the performance of its contract with the City. This shall not be construed to relieve the Construction Manager of any obligations to coordinate any such Contractor's work with the work of all other Contractor(s) working on the Project. The Construction Manager also shall not be responsible for the failure of any Contractor to carry out its work in accordance with the Trade Contracts. The Construction Manager shall be responsible, however, for any reports, advice, or information provided to the City regarding or related to the Project. The Construction Manager shall strictly enforce the provisions of the Trade Contracts, and shall employ its best efforts in an attempt to ensure satisfactory and timely performance by the Contractor.

S. The Construction Manager shall consult with the Design-Build Team and the City if any Contractor requests interpretations of the meaning and intent of the Trade Contracts, and shall assist in the resolution of questions that may arise.

T. The Construction Manager shall record the progress of the Project, and shall, on a monthly basis, submit written progress reports to the City and the Design-Build Team ("Monthly Progress Report"). The Monthly Progress Report shall include information regarding the Project as a whole and regarding each Project Component or Contractor. The Monthly Progress Report shall indicate percentages of completion and the type, number, and amount of each proposed and/or executed Change Orders, along with the affect, as of the date of the report, of such Change Orders on the Project Construction Budget for the Project and/or Project Components. The Construction Manager shall
maintain a daily log containing a record of weather conditions, each Contractor on the job, work performed on the site, number of workers, problems encountered, and other relevant data as is typically recorded or as the City may require ("Daily Log"). The Construction Manager shall make the Daily Log available to the City and the Design-Build Team at all reasonable times.

U. The Construction Manager shall maintain a record copy at the job site of the following when applicable:

i. Current Trade Contracts, along with related addenda, Change Orders, and other modifications, all in good order and marked to record all changes made during construction;

ii. Shop drawings;

iii. Product data;

iv. Submittals;

v. Materials and other samples;

vi. Materials invoices and inventories;

vii. Equipment invoices and inventories;

viii. Other purchase invoices and inventories;

ix. Applicable handbooks;

x. Maintenance and operating manuals and instructions;

xi. Contractor's daily reports;

xii. Correspondence and other related documents and revisions that arise out of the Trade Contracts or construction work on the Project;

xiii. Certified payroll records of all trades on the project; and

xiv. Accident reports.
V. The Construction Manager shall maintain electronic records of the following:

i. Principal building layout lines;

ii. Elevations of the bottom of footings;

iii. Floor levels and key site elevations certified by a qualified surveyor or professional engineer; and

iv. Photographs and dimensioned as-built locations and depths of all underground utilities.

Construction Manager shall ensure that all such records are available to the City and applicable entities at all reasonable times. Upon completion of the Project, the Construction Manager shall ensure that the Design-Build Team will have access to all documents so that they may complete the record as-built drawings.

W. The Construction Manager, if applicable, shall arrange for delivery and storage, protection and security for materials, systems, and equipment purchased directly by the City that is to be incorporated into the Project. The Construction Manager shall continue to provide such storage, protection, and security, at the City's expense if additional facilities or personnel are required, until such time as the materials, systems, or equipment are incorporated into the Project. The Construction Manager may allocate such activities to the Design-Build Team that is responsible for the installation of such materials, systems, and equipment. The Construction Manager shall receive at the Job Site, the delivery of all City furnished equipment and supplies that are part of the Project. The Construction Manager shall inspect all deliveries for damages or errors, and shall coordinate with all vendors and/or suppliers as necessary to correct such damages or errors. The Construction Manager shall contact the City immediately with respect to any equipment or supplies received or accepted that are determined to be damaged or to have been received or accepted in error.

X. The Construction Manager, in conjunction with the Design-Build Team and the City, shall follow along with and observe the check-out by the Contractor of utilities, operational systems, and equipment for readiness, and shall assist in the initial start-up and testing of such utilities, systems, and equipment.

Y. At such time as the Construction Manager considers the Project or a designated Project Component substantially complete, the Construction Manager shall prepare and provide to the City and Design-Build Team a summary of the status of the work completed. The
Construction Manager shall assist the Design-Build Team in preparing a list of incomplete or unsatisfactory items and a schedule for their completion ("punch list"). If any certificates of substantial completion were previously issued, the Construction Manager shall assist the Design-Build Team in listing any changes in the previously issued certificates and in recommending and specifying a schedule for uncompleted items listed on the certificate of substantial completion of the work. The Construction Manager shall assist the Design-Build Team in conducting any inspections of the work on the Project, in determining whether the Project or a designated Project Component is substantially complete and in finalizing the punch lists. Upon certification by the Design-Build Team of the date of substantial completion of the Project, the Construction Manager shall coordinate the completion of any remaining work on the Project and correction or completion of any punch list items.

Z. If the City elects to occupy the Project or any portion of the Project prior to recording of a Certificate of Completion, the Design-Build Team and the Construction Manager will apply to the Building and Safety Division for a Temporary Certificate of Occupancy after approval of all life safety issues. The Construction Manager shall, upon such issuance, evaluate the completion of the work of the Design-Build Team and make recommendations to the City when work is ready for final inspection. The Construction Manager shall assist the Design-Build Team and City in conducting the final inspection(s), and shall secure and transmit to the Design-Build Team, for approval and transmittal to the City, required guarantees, affidavits, releases, bonds, and waivers. The Construction Manager shall also deliver all keys, manuals, record drawings, and maintenance stocks to the City. The Construction Manager must also complete the following tasks:

i. Resolve and final out all Contractor and consultant claims, invoices, and purchase orders;

ii. Obtain affidavit of payment from all Trade Contractors;

iii. Obtain Unconditional Waiver and Release Upon Progress Payment from each Trade Contractor;

iv. Conditional Waiver and Release Upon Final Payment;

v. Obtain lien waivers from sub suppliers; and

vi. Process lien bonds if required.
5. Phase 2: Warranty Phase

At such time as when the Certificate of Occupancy is issued and all corrective items of work (punch list) are completed and accepted by the Design-Build Team/City and the City Council has accepted the project, the one-year warranty period is deemed to begin. The City will notify the Construction Manager of any warranty request and the Construction Manager shall assist the City with all warranty issues for the duration of the one-year period. Such assistance shall include, and not be limited to, the following:

A. Contacting the Design-Build Team about the warranty request on the date the City requested warranty work.

B. Schedule the approximate time and date of the warranty repair.

C. Be present during the time the repair work is being performed unless waived by the City due to the type of repair.

D. Notify the City when the repair work is completed, inspected, and accepted by the Construction Manager.

E. Provide written notification to the Design-Build Team if said Team fails to honor the warranty request.

F. If the Design-Build Team is in default, the Construction Manager will consult with the City prior to contacting the appropriate bonding company to perform the required work and provide the bonding company any requested documentation to support default.

G. Site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.

H. Notify and follow-up on all manufacturers’ warranties during the one-year warranty period.

I. Schedule the replacement of defective products.
EXHIBIT C
PROJECT TIMELINE
COVINA SENIOR AND COMMUNITY CENTER DESIGN-BUILD PROJECT - PRELIMINARY SCHEDULE
04/05/17

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<tr>
<th>ID</th>
<th>Task</th>
<th>Task Name</th>
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<td>PHASE 1 - RFP/RFO &amp; DESIGN-BUILDER SELECTION</td>
<td>81 days</td>
<td>Mon 4/24/17</td>
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<td>Tue 4/25/17</td>
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<td>RFP Advertising Period</td>
<td>3 wks</td>
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<td>&quot;Mandatory&quot; Job Walk</td>
<td>1 day</td>
<td>Thu 6/29/17</td>
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<td>4 wks</td>
<td>Fri 6/30/17</td>
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<td>Design Charette</td>
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<td>4 wks</td>
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<td>7 days</td>
<td>Fri 7/28/17</td>
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<td>1 wk</td>
<td>Tue 8/15/17</td>
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<td>Design Phase Schedule</td>
<td>10 days</td>
<td>Thu 8/24/17</td>
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<td>Conceptual Design and Master Plan</td>
<td>30 days</td>
<td>Thu 8/31/17</td>
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<td>4 wks</td>
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<td>Conceptual Estimate</td>
<td>1 wk</td>
<td>Fri 9/29/17</td>
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Project: Covina Senior and Community Center Project
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<td>City Team Review of Conceptual Design &amp; Estimate</td>
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<td>City Review and Approval (incl Planning Dept)</td>
<td>2 wks</td>
<td>Fri 10/13/17</td>
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<td>SD Cost Estimate</td>
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<td>Preliminary DB Construction Schedule</td>
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<td>Design Development</td>
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<td>Submit DB Construction Schedule</td>
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<td>100% CD Package</td>
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<td>PHASE 2C - WARRANTY PHASE</td>
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<td>Thu 1/31/19</td>
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EXHIBIT D
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774, and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.

4. Consultant is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as, California Code of Regulations, Title 8, Section 16000, et seq. (collectively, the “Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant further acknowledges that this Agreement is, in part, federally funded, and, as such, federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and related acts will be enforced. The Prevailing Wage Laws, the Davis-Bacon Act, and the Copeland Anti-Kickback Act may apply and, if so, are mandatory for Consultant’s performance under this Agreement. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement and established by the California Director of Industrial Relations pursuant to California Labor Code Section 1770 and the United States Secretary of Labor pursuant to the Davis-Bacon Act. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Consultant’s principal place of business and at any project site. In the event the rates for a classification of worker are covered by both Labor Code Section 1770 and the Davis Bacon Act, Consultant shall pay the higher rate. Consultant shall defend, indemnify, and
hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws, the Davis-Bacon Act, the Copeland Anti-Kickback Act, and any other federal labor standards.

5. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

6. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

8. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit Twenty-five Dollars ($25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

9. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

   “I am aware of 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, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

   Date ___________________ Signature ________________________________
1. AUDIT OR EXAMINATION
Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. [Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, Section 3.1]

2. CONFLICT OF INTEREST
Consultant shall fully disclose any actual or potential conflict of interest prior to execution of this Agreement and comply with all applicable federal, state, county and local laws and regulations governing conflicts of interest, in accordance with [2 CFR §200.112]

3. POLITICAL ACTIVITY/LOBBYING CERTIFICATION
Consultant shall not conduct any political activity or lobbying, including making any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making, or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

4. COUNTY LOBBY CERTIFICATION
Consultant certifies that (1) it is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code (Los Angeles County Ordinance 93-0031), (2) all persons/entity/firms acting on behalf of Consultant have and will comply with the Chapter 2.160 of County Code, and; (3) it will be (1) disqualified from seeking contracts with the Community Development Commission, (2) denied contracts with the Community Development Commission, and (3) liable in civil action, if any lobbyist, lobbying firm, lobbyist employer, or any other person or entity acting on behalf of Consultant fails to comply with the provisions of Chapter 2.160 of the County Code.

5. FEDERAL LOBBYING CERTIFICATION
Consultant certifies that it is familiar with the requirements of Section 1352 of Title 31 of the United States Code.

6. NON-DISCRIMINATION
Pursuant to Executive Order 11246, during the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for
employment, notices to be provided by Consultant setting forth the provisions of this 
nondiscrimination clause.

7. SECTION 3 REQUIREMENTS
Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 
U.S.C. 1701 et seq., and to the greatest extent feasible, Consultant shall provide 
opportunities for training low- and moderate-income City residents and award contracts to 
local City businesses.

8. CIVIL RIGHTS ACT ON 1964
Pursuant to Title VI of the Civil Rights Act of 1964, Consultant shall not, on the basis of 
race, color, or national origin, exclude any person from participation in, deny any person 
the benefits of, or subject any person to discrimination under any program or activity 
receiving Federal financial assistance, including this Agreement.

9. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
Pursuant to Section 109 of Title I of the Housing and Community Development Act of 
1974, Consultant shall not, on the basis of race, color, national origin, or sex, exclude any 
person from participation in, deny any person the benefits of, or subject any person to 
discrimination under any program or activity funded in whole or in part with funds 
made available under Title I, including this Agreement.

10. PROHIBITION OF AGE DISCRIMINATION
Pursuant to Section 504 of the Rehabilitation Act of 1973, Consultant shall not 
discriminate on the basis of age under the Age Discrimination Act of 1975, or with 
respect to an otherwise qualified handicapped individual, in the performance of this 
Agreement.

11. TERMINATION
This Agreement may be terminated as provided in Section 3.4.1. [2 C.F.R. Part 200, 
Appendix II, (B)]
COUNTY LOBBYIST CODE CHAPTER
2.160 COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: ___________________________ Date: ___________________________

Address: ________________________________ ________________________________

State: _____ Zip Code: __________ Phone No: _____________________________

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031); and

2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and

3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract, and shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer, or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is pre-requisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________
Federal Lobbying Certification Form

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

NAME OF FIRM: __________________________________________

ADDRESS: ___________________________________________ ZIP ________

Authorized Official:

Name: ___________________________________ Title: ______________________

Signature: ____________________________ Date: ______________________
March 1, 2017

Dear Interested Proposer:

You are invited to submit your response to the attached Request for Proposals (RFP) to provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park. The City of Covina (Owner/Builder) is seeking the services of an experienced Construction Manager to facilitate the design-build construction process for the Covina Senior and Community Center Project to be constructed in the 5.9 acre Kelby Park.

A mandatory job walk will be held at 2:00 p.m. on Thursday, March 9, 2017 at Kelby Park, located at 815 N. Barranca Avenue, Covina, California.

Proposal packages are to be submitted to the City on or before 2:00 p.m. on March 15, 2017. Proposal packages are to be submitted to:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina City Clerk’s Office
125 E. College Street
Covina, CA 91723

The RFP will also be available for download from the City of Covina website at: http://www.covinaca.gov/rfps. Thank you in advance for your interest in this opportunity.

Sincerely,

CITY OF COVINA

Siobhan Foster
Director of Public Works
Request for Proposals (RFP) to
Provide Construction Management Services for the Covina Senior and
Community Center Design-Build Project within Kelby Park

1. Introduction

The City of Covina ("City") is requesting proposals from qualified consultants to provide
Construction Management Services for the Covina Senior and Community Center Project
("Project") within Kelby Park. The City (Owner/Builder) is seeking the services of an
experienced construction manager to facilitate the design-build construction process for the
Covina Senior and Community Center Project to be constructed in the 5.9 acre Kelby Park.

A mandatory job walk will be held at 2:00 p.m. on Thursday, March 9, 2017 at Kelby Park, 815
North Barranca Avenue, Covina, California.

2. Background Information

The new Covina Senior and Community Center, acting as the heart of a vibrant citywide
program for active senior residents and providing general recreation programming on evenings
and weekends, will replace the existing 12,000 square-foot Joslyn Center, which was vacated
and is being demolished.

Senior programming at the now closed Joslyn Center occurred Monday through Thursday from
9:00 a.m. to 4:00 p.m. and between 9:00 a.m. and 1:00 p.m. on Friday. Programs included a
daily congregate meal program and exercise, arts, and enrichment classes. General recreation
programming took place Monday through Thursday from 3:30 p.m. to 9:00 p.m. and on
Saturday between 9:00 a.m. and 3:30 p.m. Programs included exercise, arts, and enrichment
classes. Special events and one-day classes were also held at the center.

The Covina Senior and Community Center is envisioned to be approximately 16,000 to 18,000
square feet equipped with a reception area, multi-purpose rooms, warming kitchen, and staff
offices. There will be an emphasis on maximizing use of the facility by designing spaces for
multi-use and flexible sizing, transparency and flow between indoors and outdoors and
between program activities and circulation, the suffusion of daylight throughout the Center,
and the maintenance, durability, and sustainability of the facility. The initial draft space
program of the Covina Senior and Community Center is attached and included as Exhibit C.
There are five other key components to the Project that the selected design-build team will be expected to perform under the oversight of the Construction Manager, including site evaluation, conceptual master plan of the site, Project-related site improvements, Project-related landscaping, and furnishing, fixtures, and equipment (FFE) identification.

Site Evaluation
The design-build team will be tasked with performing a site evaluation. Assuming the new facility can be placed anywhere on the Kelby Park site, the design-build team must assess and make a recommendation as to where the new Covina Senior and Community Center should be located and provide supporting information for the recommended location. To help assist with this effort, the City will provide the design-build team with a boundary and topographic survey and geotechnical soils investigation of the Kelby Park site.

Conceptual Master Plan
As part of the site assessment, the design-build team must provide a conceptual master plan of the Kelby Park site. The conceptual master plan should include ideas as to how the site should be reconfigured to integrate the facility and maximize active recreational and open space benefits to the community. While the suggested park improvements may not be part of the Project, the conceptual master plan will serve as the blueprint for future renovation of the park site and as the basis for pursuing grant funding opportunities. The design-build team will be asked to develop the conceptual master plan as efficiently as possible, while involving the community in the process.

Project-Related Site Improvements
A redesigned and renovated parking area will be part of the Project, as will any other essential site improvements necessary to support the Project. The parking area must serve the Covina Senior and Community Center and anticipated needs associated with the future renovation of the park site. Safety lighting and paths of travel from the parking area to the facility must be included. Necessary site improvement could include storm drainage, hardscape, and other enhancements.

Project-Related Landscaping
Landscaping of the footprint of the Covina Senior and Community Center is also part of the Project. Landscaping is expected to be both aesthetically pleasing and sustainable and help integrate the facility into the park site.
FFE Identification
The design-build team will also be expected to provide assistance to the City in identifying the necessary FFE to operate the facility. While FFE is not included in the Project budget, the expertise of the design-build team and Construction Manager will be instrumental in guiding the City through the FFE identification and selection process.

3. Construction Manager Scope of Services
The Construction Manager will be the primary responsible party for the provision of administrative, management, and related services necessary to facilitate the completion of the Project in accordance with City objectives, and in compliance with the California Public Contract Code. Exhibit A describes the required Scope of Services. The selected proposer must have demonstrated expertise in the provision of Construction Management Services for local agency public works design-build projects, with specific experience in the construction management of new park and recreation facilities, and delivery of the projects on time or ahead of schedule and within budget.

The Construction Manager will not be eligible to bid or propose on the Design-Build Project or any Project component, other than for construction management purposes.

4. Project Budget
The Project will be funded by the City of Covina utilizing a combination of funding sources. Approximately $5 million is anticipated to be available from Community Development Block Grant (CDBG), Los Angeles County Proposition A Excess Grant, and Section 108 Loan Program (through the Community Development Commission of Los Angeles) funds. The City will fund the balance of the Project cost. Funds for the Project, including design, construction, site improvements, and contingency are currently projected to be $8.25 million.

Construction management services will be funded from the existing Project budget and supplemented as needed from other available sources.

The cost of FFE is not included in the total Project cost and will be funded separately by the City.
5. Community Development Block Grant and Section 108 Loan Program Funding

The services performed by proposer pursuant to this RFP may be funded, in part, by the United States Department of Housing and Urban Development (HUD) as part of the City's participation in the CDBG and Section 108 Loan Programs. As such, the proposer shall comply with all CDBG laws and regulations and any laws and regulations governing the use of Section 108 Loan Program funding in its performance of the resulting Professional Services Agreement, including those laws and regulations listed in Exhibit E attached hereto and incorporated herein by reference. The proposer shall complete, sign, date, and submit to the City the county and Federal certification forms set forth in Exhibit E. Exhibit E will also be included as part of the Professional Services Agreement between the City and the successful proposer.

6. Time is of the Essence

The Construction Manager is expected to facilitate the completion of the Project as expeditiously as possible in accordance with City objectives, and in compliance with the California Public Contract Code. With the closure and upcoming demolition of the existing Joslyn Senior Center and the relocation of senior and general recreation programming to temporary sites within and/or outside the City limits, the need to complete the Project expediently is critical.

7. Proposal Submission and Format

Proposers shall submit a Work Proposal and a Cost Proposal in separate envelopes clearly marked on the outside with "Work Proposal to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park” and “Cost Proposal to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park.” The proposer's name, address, telephone number, and e-mail address should be included on each envelope.

Proposal packages are to be submitted to the City on/before 2:00 p.m. on March 15, 2017. No oral, faxed, emailed, or telephonic proposals or alternatives will be considered. A proposal may be withdrawn without prejudice upon written request by the proposer filed with the City Clerk before the proposal submission deadline. Proposals must remain valid and shall not be subject to withdrawal for 90 calendar days after the deadline for submission of proposals.

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's
Office, 125 E. College Street, Covina, CA 91723. It is the proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. All accepted proposals shall become the property of the City.

Proposal packages are to be submitted to:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

The ideal proposer should have extensive experience in the provision of Construction Management Services for local agency public works design-build projects, with specific expertise with the construction of new park and recreation facilities, and delivery of projects on time or ahead of schedule and within budget. Proposers are encouraged to keep their proposals brief and relevant to the scope of work required.

A. Work Proposal (envelope 1) – submit five copies

The Work Proposal must be separated into eight sequential sections as follows:

i. Letter to Review Committee

A maximum of two pages which must include name of firm, address, telephone number, fax number, and name of principal to contact. Letter must be signed by a representative of the firm with authorization to bind the firm by contract.

ii. Organization, Credentials, Background

Provide a brief history of the firm (no more than one page) to include:

a. Number of years in business performing Construction Project Management and facilitating design-build construction for local agencies;

b. Location of office that will support your Project Team and perform the work;
c. Count and description of personnel resources within the firm, including but not limited to, in-house professional disciplines of the firm; and

d. Insurance certificates.

iii. Relevant Experience with Design-Build Projects

Provide list of relevant experience over the last five years of all public works projects for which your firm provided Construction Management Services for a design-build project. Include the following information:

a. Project name/location;

b. Completion date or current status;

c. Client name and client representative with telephone number and e-mail address;

d. Description of project;

e. Original project budget and final cost; and

f. Original project schedule and final project duration.

iv. Project Team

Provide a list of all proposed team members with titles that are expected to be involved throughout the life of the project. Provide an organizational chart of the proposed project staffing. Provide resumes and related experience of each member that will be involved, specifically addressing experience with design-build projects.

v. Firm Resources/Technical Capabilities

Describe your firm's project management approach and firm resources or technical capabilities with regard to the following areas:

a. Firm’s project/construction management approach;

b. Experience managing design-build projects;

c. Detailed cost budgets and estimates and monitoring techniques;
d. Project cost control approaches;
e. Detailed project schedules, project scheduling review, and variance analysis;
f. Project schedule acceleration approaches;
g. Construction management experience on public works projects; and
h. Certifications.

vi. Client Satisfaction/References for Current Design-Build Construction Projects

List all design-build construction project(s) on which you are currently employed as a Construction Manager that include new construction work. List the following minimum information:

a. Client name, address, contact name, title, telephone number, and e-mail address;
b. Project name;
c. Architect name, address, contact name, title, telephone number, and e-mail address; and
d. Construction contractor name, address, contact name, title, telephone number, and e-mail address.

vii. Project Understanding and Approach

This section should demonstrate the proposer’s understanding of the Project and the services required under this RFP, how the work will be organized, and anticipated key issues to be addressed. This section should include:

a. Description of the proposer’s overall approach to the services required under this RFP, such as an outline of a work plan that describes how the proposer will organize the services;
b. Description of those areas that the proposer is most likely to have challenges, and discuss means to resolve those conflicts or avoid them altogether;
c. Identify what the proposer feels are the key components to making the Project successful; and
d. Other information that will assist the City in selecting the most qualified proposer.

viii. Miscellaneous Requirements

a. A statement that this RFP shall be incorporated in its entirety as part of the Construction Management Firm's Proposal;

b. A statement that this RFP and the Construction Management Firm's Proposal will jointly become part of the Professional Services Agreement for Professional Construction Management Services for this Project when said Agreement is fully executed by the Construction Management Firm and the City of Covina;

c. A statement that the Construction Management Services to be provided will be in accordance with the City's RFP except as otherwise specified in the Construction Management Firm's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL;"

d. A statement detailing objections to the Professional Services Agreement (Please cite to specific section numbers of the Professional Services Agreement);

e. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Construction Management Firm's Proposal is contingent and which shall take precedent over this RFP;

f. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (job title only) and the number of hours that these individuals will be working on each task listed will be included in adjacent columns. No financial or cost information is to be included with this Matrix, as all fee information is to be submitted in a separate, sealed envelope. A statement of sub-Consultant's qualifications applicable to this Project including the names, qualifications, and proposed duties of the sub-Consultant's staff to be assigned to this Project. The Construction Manager will not be allowed to change the sub-Consultant without prior written permission from the City;
g. A statement that all charges for Construction Management Services will be based on a "Not to Exceed Fee," which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Construction Manager's Proposal. All fee information must be submitted in a separate sealed envelope, and no references made to the proposed fees in any other section of the contractor's proposal; and

h. A statement that the Construction Manager's hourly rate schedule is part of the Construction Manager's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

B. Cost Proposal (envelope 2) – submit one copy

The proposer should submit a detailed cost proposal for all services and materials anticipated in completing the Scope of Services with a "not-to-exceed fixed fee," which shall be the sum of all tasks.

i. Fee for Basic Services

Provide a fixed dollar amount for each phase of all Basic Services as described in the Scope of Services (Exhibit A). Provide a separate per meeting cost for City Council and City Council Study Session Meetings.

ii. General Conditions Costs

"General Conditions" costs (which include field personnel, construction site offices, if needed) are those generic supervisory and material costs required to support the construction project management operations in the field. Clearly describe your proposed General Conditions costs. Include proposed staffing, rates, and specific cost items included or excluded in sufficient detail to facilitate evaluation.

iii. Hourly Rates

Provide the classification and hourly rate of all personnel proposed to be engaged in the Construction Management Services for this proposal.

Cost proposals will only be opened after the ranking process based on Work Proposals is complete.
8. Insurance

The proposer will be expected to enter into an agreement substantially in the form attached as Exhibit D and to comply with insurance requirements and all local, state, and federal laws and any other requirements set forth in the sample agreement.

9. Pre-Contractual Expenses

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. Pre-contractual expenses are defined as expenses incurred by the proposer in (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview (if necessary); (4) negotiating fees and contract language with the City or any matter related to this Proposal; and (5) any other expenses incurred by the proposer prior to an executed Agreement.

10. Evaluation Procedure

City staff, selected by the City Manager, or his designee, will evaluate each proposal for completeness and content and will utilize the Proposal Rating Sheet attached hereto as Exhibit B. Each proposal will be evaluated based upon the relevant qualifications and experience of the proposer. Staff may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

A. Firm experience with local agency design-build projects (30 points). Specific experience of the proposer's firm and key personnel in effective completion of Construction Management Services for local agencies. Proposal shall demonstrate the proposer's successful management of a minimum of three design-build projects of similar size and scope in California within the last eight years, with specific experience in the construction management of new park and recreation facilities, and delivery of the projects on time or ahead of schedule and within budget.

B. Proposed personnel and their experience with local agency design-build projects (30 points). Does the letter to the Review Committee and supporting documentation provide the rationale for team selection and highlight the strengths of the proposer's proposed team? Proposal shall demonstrate qualifications based on the proposer's overall professional and practical experience and key personnel.
C. Specific Management Approach (40 points). The proposer’s proposed approach to managing RFQ and RFP processes or preferably a combined RFQ/RFP process that fulfills the requirements of the California Public Contract Code for Local Agency Design-Build Projects. Also, consider the proposer’s proposed approach to managing the design-build process.

The City will identify the proposer that best meets the needs of the City and enter contract negotiations with that highest ranked proposer. Should the City fail to reach an agreement with the top ranked proposer, the City may enter negotiations with the next highest rated proposer and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the proposer that best furthers the City’s objectives, if any.

The successful proposer will be expected to execute the attached Professional Services Agreement (Exhibit D) at a minimum of five business days prior to the date of City Council consideration (tentatively scheduled for April 4, 2017) of the contract award, if an award is made. Additionally, the successful proposer shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of five business days prior to the date of City Council consideration, if an award is made.

Any proposer with objections to terms contained in the City’s Professional Services Agreement must advise the City of such objections and request modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City’s Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful proposer’s failure or refusal to execute the City’s Professional Services Agreement.

11. Acceptance of Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding as deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate Project deliverables and associated costs.
12. Estimated Timeline

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Questions re: Request for Proposals</td>
<td>March 7, 2017 (by 2:00 p.m.)</td>
</tr>
<tr>
<td>Mandatory Job Walk</td>
<td>March 9, 2017 (at 2:00 p.m.)</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>March 15, 2017 (by 2:00 p.m.)</td>
</tr>
<tr>
<td>Interview (if required)</td>
<td>Week of March 20, 2017</td>
</tr>
<tr>
<td>City Council Award of Contract (tentative)</td>
<td>April 4, 2017</td>
</tr>
<tr>
<td>Notice to Proceed (tentative)</td>
<td>April 10, 2017</td>
</tr>
</tbody>
</table>

13. Inquiries and Addenda

For inquiries regarding this RFP, please contact Siobhan Foster, Director of Public Works, via electronic mail at sfoster@covinaca.gov. Proposers must e-mail inquiries no later than March 7, 2017 by 2:00 p.m. Inquiries received after that date and time will be disregarded. Please include the following in the subject line of the email: “Inquiry re: RFP to Provide Project and Construction Management Services for the Covina Senior and Community Center Project within Kelby Park.” Telephonic inquiries will not be taken. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City’s website. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City’s issuance of a written addendum is the only official method whereby the City will interpret, clarify, or provide additional information concerning this RFP. No oral revisions to any provision in this RFP shall be binding.

Exhibits:
A. Scope of Services
B. Proposal Rating Sheet: RFP to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park
C. Initial Draft Space Program of the Covina Senior and Community Center
D. City of Covina Professional Services Agreement
E. Laws and Regulations and Certification Form
Exhibit A:
Scope of Services
Exhibit A:  
Scope of Services

The following basic services shall be provided by the Construction Manager without exception or exclusion:

1. Community Development Block Grant and Section 108 Loan Program Funding Compliance

   The services performed by Construction Manager pursuant to this RFP may be funded, in part, by the United States Department of Housing and Urban Development (HUD) as part of City's participation in the Community Development Block (CDBG) and Section 108 Loan Program. As such, the Construction Manager shall comply with all CDBG laws and regulations, and any laws and regulations governing the use of Section 108 Loan Program Funding in its performance of the Project and Construction Management Services.

   The Construction Manager shall also:

   A. Ensure the Design-Build Team complies with all CDBG laws and regulations, and any other laws and regulations governing the use of Section 108 Loan Program Funding in its performance of the Project, including but not limited, to applicable laws governing accounting records and billing.

   B. Perform all duties necessary to ensure the City complies with all CDBG laws and regulations, and any other laws and regulations governing the use of Section 108 Loan Program Funding.

2. Phase 1: Design-Build Team Selection

   The Construction Manager shall, if applicable:

   A. Provide a draft initial summary schedule for the Project, including major elements included in each phase;

   B. In compliance with the California Public Contract Code for Local Agency Design-Build Projects, develop an RFQ to prequalify or short-list the design-build entities whose proposal shall be evaluated for final selection and an RFP that invites prequalified or
short-listed entities to submit competitive sealed proposals in the manner prescribed by the local agency; or, preferably a preferably a combined RFQ/RFP process that fulfills the requirements of the California Public Contract Code for Local Agency Design-Build Projects;

C. Prepare a list of potential proposers for circulation of the RFQ or combined RFQ/RFP;

D. Provide for distribution of electronic plans and documents to all potential proposers;

E. Assist in the selection of a design-build team by participating on a Review Committee;

F. Assist with conducting of a pre-proposal conference to familiarize potential bidders with the RFQ, RFP or combined RFQ/RFP, management techniques, and any special systems, materials or methods;

G. Review and check the references and experience of the proposers;

H. Share information in its possession with the City and the Review Committee regarding any potential proposers;

I. In conjunction with the City, issue any addenda to the RFQ, RFP, or joint RFQ/RFP;

J. Assist the City with negotiation of contract terms for the successful proposer; and

K. Attend City Council and/or City Council Study Session meetings, as needed, in support of the selection of a design-build team.

3. Phase 2: Pre-Construction Phase

A. The Project Construction Manager shall coordinate and conduct a pre-construction conference with Design-Build Team and shall coordinate any required preconstruction meetings. The Project and Construction Manager will coordinate the time and date of any required pre-construction meeting and insert information into the specifications. The City will provide the meeting location only.

i. The Construction Manager shall provide all invitations to the preconstruction meeting. The City will provide the format for the letters;
ii. The Construction Manager will provide the agenda and approval for the pre-construction meeting and provide a copy to the City for review; and

iii. The Construction Manager shall provide a typed copy of pre-construction meeting minutes and distribute a copy to all attendees within one week of the meeting.

B. The Construction Manager shall review all design related documents required to be submitted by the Design-Build Team.

C. The Construction Manager shall coordinate responsibilities for safety precautions and programs, insurance, licenses, payroll records, temporary facilities, and equipment, materials and services for common use of the Design-Build Team.

D. The Construction Manager shall ensure that all Contract Documents stipulate that any surety issuing any bond(s) in connection with the Project to be an "admitted surety insurer" as defined in Code of Civil Procedure Section 995.120 and said surety to meet the City's minimum rating standard. The Construction Manager shall ensure that the Design-Build Team require all trade contract documents to include within its bid a copy of the information required pursuant to Code of Civil Procedure 995.311 for verification of the status of the bidder's surety or sureties. At all times that a bidder or a Trade Contractor is to provide a bond pursuant to the Trade Contract Documents or Trade Contracts, the Construction Manager shall independently take all actions necessary pursuant to Code of Civil Procedure Section 995.311 to verify the status of such surety or sureties.

E. If applicable, the Construction Manager shall ensure that the Trade Contract Documents require each Contractor to develop and fully implement safety program(s), as required by law, including, but not limited to, CAL-OSHA requirements.

4. Phase 2: Construction Phase

A. The Construction Manager shall provide administrative, management and related services necessary to coordinate and to facilitate the completion of the Project in accordance with the City's objectives. Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements listed in this RFP.
B. The Construction Manager shall regularly monitor and report on the status of the Project Construction Budget on a monthly basis, indicating actual costs for completed activities and work in progress, and indicating estimates for uncompleted work. The Construction Manager shall identify variances between actual and budgeted or estimated costs, and shall advise the City and the Design-Build Team whenever it appears that the Actual Construction Cost has exceeded, or will exceed, the Project Construction Budget for the entire Project or any Project Component.

C. The Construction Manager shall coordinate with the Design-Build Team for installation of a fully functioning Class "A" construction trailer at the site prior to the beginning of construction, to be used by the Construction Manager, the Design-Build Team, and the City as needed for the duration of the project. The cost of the trailer will be borne by the Design-Build Team.

D. The Construction Manager is responsible for ensuring that all building permits and special permits for permanent improvements, if required, are obtained by the Design-Build Team. The Construction Manager shall verify that all applicable fees and assessments have been paid, and shall obtain approvals from authorities having jurisdiction over the Project.

E. The Construction Manager shall ensure that the Design-Build Team post in a prominent place at the site of the Project ("Job Site") a list of the prevailing wages in the area for the work to be performed on the Project, as required pursuant to the Labor Code Section 1770 et seq.

   i. The Construction Manager shall check all certified payroll forms for conformance to the prevailing wage rates on a weekly basis;

   ii. The Construction Manager shall verify that all Trade personnel listed in the daily log are also listed in the certified payroll;

   iii. The Construction Manager shall conduct weekly employee interviews, one for each trade, and submit verification with the monthly progress payments; and

   iv. The Construction Manager shall verify that all Trade Contracts have a valid City Business License.

F. The Construction Manager shall obtain certificates of insurance, performance bonds and payment bonds from the design-build team and shall forward originals of such documents to the City Clerk's Office. The Construction Manager shall forward to the City
Clerk's Office all original Preliminary Notices, Stop Notices and renewals of insurance certificates.

G. The Construction Manager shall obtain from the Design-Build Team, and review for completeness and quantity, all required shop drawings, product data, samples and other submittals ("Submittals"). If applicable, the Construction Manager shall ensure that the Submittals are consistent with the Trade Contracts and information contained in related documents, and shall transmit the Submittals to City staffing for review and approval. In collaboration with the Design-Build Team, the Project and Construction Manager shall establish and implement procedures for expediting the processing and approval of Submittals.

H. The Construction Manager shall:

i. Require that the Design-Build Team ensure that each Contractor provide written certification that required safety program(s) are in place and effective prior to initiating work on the Project; and obtain a written copy of their safety programs for the file; and

ii. Require that each Contractor confirm, in writing, as a condition of submitting its monthly payment request(s), that it has continuously administered and enforced its published safety program throughout the preceding month, including monthly safety meetings.

I. The Construction Manager shall schedule weekly construction meetings, and progress meetings to discuss matters relevant to the construction of the Project, such as procedures, progress problems and scheduling. The Construction Manager shall prepare and promptly distribute official minutes of such meetings no later than the one week/seven days after the meeting time.

J. The Construction Manager shall review the Project Construction Schedule(s) prepared by the Design-Build Team annotating variance and reasons for such.

K. The Construction Manager shall endeavor to obtain satisfactory performance from the Design-Build Team. The Construction Manager shall recommend courses of action to the City when requirements of the Design-Build Team are not being fulfilled and the non-performing party will not take satisfactory corrective action required by the Construction Manager or the City.
L. The Construction Manager shall incorporate approved changes to the Project Construction Plans as they occur; pursuant to Change Orders, Requests for Information or other means that modify or alter the contract plans prepared by the Design-Build Team, and shall develop cash-flow reports and forecasts as needed.

M. The Construction Manager shall, subject to City approval, develop a standardized system for processing, tracking and timely submittal to the City of all Change Orders. The Construction Manager shall:

i. Recommend necessary or desirable changes in the Project to the Design-Build Team and the City;

ii. Review requests for Change Orders;

iii. Negotiate proposals by any Contractor for a Change Order;

iv. Submit recommendations to the Architect and the City; and

v. Prepare and sign Change Order requests as a prerequisite to Design-Build Team and City approval.

N. The Construction Manager shall promptly, upon receipt, review and approve all invoices submitted by the Design-Build Team. Within five days of submittal by the Design-Build Team, the Construction Manager shall send approved invoices to the City for payment and shall notify the City of any questionable invoices or portions thereof. The City may request that the Construction Manager direct the Contractor to provide additional information or documentation to verify and approve the payment request. Upon receipt of any City request for additional information or documentation, the Construction Manager shall promptly notify the Contractor so that the Contractor can provide such information or documentation to the Construction Manager, which shall then forward such information to the City. The Construction Manager shall serve as the conduit for any request by the City to obtain certified payroll information from the Design-Build Team as authorized pursuant to Section 1776 of the Labor Code or other provisions of law. The Construction Manager shall follow City standards and procedures for the review and processing of applications by any Contractor for progress and final payments. The Construction Manager shall supply the following documents with the payment request:

A project expenditure report:
i. A signed letter stating all certified payrolls have been checked for compliance to the prevailing wage requirement; and

ii. If applicable, a signed letter stating that all Contractors have a valid City Business License with their business license number noted.

O. If applicable, the Construction Manager shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

P. The Construction Manager shall assist the City, if applicable, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and shall coordinate their services. The Construction Manager shall oversee, coordinate, and approve all testing required by all parties with authority over the Project. The Construction Manager shall ensure that all completed inspection reports shall be provided to the City upon receipt.

i. The Construction Manager will prepare the RFP. The City will provide the general format of the RFP;

ii. The City Interdepartmental Team will review and comment on the RFP;

iii. The Construction Manager will be required to maintain a consultant log for all RFPs;

iv. Make plans and specification electronically available to all requesters of the RFP;

v. Coordinate with plan rooms and technical publications to advertise the RFP;

vi. The Construction Manager will issue all addendums electronically and confirm receipt by each proposer of record;

vii. A City Review Committee will review the RFPs and the Project and Construction Manager will be one member of the board;

viii. The Construction Manager will provide a final rating summary of the Review Committee recommendations;

ix. The Construction Manager will complete the Professional Services Agreement in the City format for review and approval;
x. The Construction Manager will review the insurance certificates to verify compliance with the City's insurance standards and obtain approval from the City's Risk Manager;

xi. The Construction Manager will complete the purchase requisition with all required attachments for City review and approval and City Council Agenda Reports, as needed; and

xii. The Construction Manager will coordinate with the City Engineer for issuance of the Notice to Proceed after the Professional Services Agreement has been authorized and executed, and Purchase Order has been issued.

Q. The Construction Manager shall:

i. Observe the materials and equipment being incorporated into the work; and

ii. Guard against defects and deficiencies in the work on the Project.

When applicable, the Construction Manager shall make recommendations to the Design-Build Team regarding special inspection or testing of work that may not be constructed in accordance with the Trade Contracts, regardless of whether such work is at that time fabricated, installed or completed. The Construction Manager shall immediately inform the Design-Build Team, the City and the Inspector of Record of any work that Construction Manager believes may not conform to the requirements of the Trade Contracts. The Construction Manager shall, in conjunction with the Design-Build Team, review the Contractor's recommendations for corrective action with respect to such non-conforming work.

R. The Construction Manager shall not be responsible for the construction means, methods, techniques, sequences or procedures employed by a Contractor in the performance of its contract with the City. This shall not be construed to relieve the Construction Manager of any obligations to coordinate any such Contractor's work with the work of all other Contractor(s) working on the Project. The Construction Manager also shall not be responsible for the failure of any Contractor to carry out its work in accordance with the Trade Contracts. The Construction Manager shall be responsible, however, for any reports, advice or information provided to the City regarding or related to the Project. The Construction Manager shall strictly enforce the provisions of the Trade Contracts and shall employ its best efforts in an attempt to ensure satisfactory and timely performance by the Contractor.
S. The Construction Manager shall consult with the Design-Build Team and the City if any Contractor requests interpretations of the meaning and intent of the Trade Contracts, and shall assist in the resolution of questions that may arise.

T. The Construction Manager shall record the progress of the Project, and shall, on a monthly basis, submit written progress reports to the City and the Design-Build Team ("Monthly Progress Report"). The Monthly Progress Report shall include information regarding the Project as a whole and regarding each Project Component or Contractor. The Monthly Progress Report shall indicate percentages of completion and the type, number and amount of each proposed and/or executed Change Orders, along with the affect, as of the date of the report, of such Change Orders on the Project Construction Budget for the Project and/or Project Components. The Construction Manager shall maintain a daily log containing a record of weather conditions, each Contractor on the job, work performed on the site, number of workers, problems encountered, and other relevant data as is typically recorded or as the City may require ("Daily Log"). The Construction Manager shall make the Daily Log available to the City and the Design-Build Team at all reasonable times.

U. The Construction Manager shall maintain a record copy at the job site of the following when applicable:
   i. Current Trade Contracts, along with related addenda, Change Orders and other modifications, all in good order and marked to record all changes made during construction;
   ii. Shop drawings;
   iii. Product data;
   iv. Submittals;
   v. Materials and other samples;
   vi. Materials invoices and inventories;
   vii. Equipment invoices and inventories;
   viii. Other purchase invoices and inventories;
   ix. Applicable handbooks;
   x. Maintenance and operating manuals and instructions;
   xi. Contractor's daily reports;
xii. Correspondence and other related documents and revisions that arise out of the Trade Contracts or construction work on the Project;

xiii. Certified payroll records of all trades on the project; and

xiv. Accident reports.

V. The Construction Manager shall maintain electronic records of the following:

i. Principal building layout lines;

ii. Elevations of the bottom of footings;

iii. Floor levels and key site elevations certified by a qualified surveyor or professional engineer; and

iv. Photographs and dimensioned as-built locations and depths of all underground utilities.

Construction Manager shall ensure that all such records are available to the City and applicable entities at all reasonable times. Upon completion of the Project, the Construction Manager shall ensure that the Design-Build Team will have access to all documents so that they may complete the record as-built drawings.

W. The Construction Manager, if applicable, shall arrange for delivery and storage, protection and security for materials, systems and equipment purchased directly by the City that is to be incorporated into the Project. The Construction Manager shall continue to provide such storage, protection and security, at the City’s expense if additional facilities or personnel are required, until such time as the materials, systems or equipment are incorporated into the Project. The Construction Manager may allocate such activities to the Design-Build Team that is responsible for the installation of such materials, systems, and equipment. The Construction Manager shall receive at the Job Site, the delivery of all City furnished equipment and supplies that are part of the Project. The Construction Manager shall inspect all deliveries for damages or errors, and shall coordinate with all vendors and/or suppliers as necessary to correct such damages or errors. The Construction Manager shall contact the City immediately with respect to any equipment or supplies received or accepted that are determined to be damaged or to have been received or accepted in error.

X. The Construction Manager, in conjunction with the Design-Build Team and the City, shall follow along with and observe the check-out by the Contractor of utilities, operational
systems and equipment for readiness, and shall assist in the initial start-up and testing of such utilities, systems and equipment.

Y. At such time as the Construction Manager considers the Project or a designated Project Component substantially complete, the Construction Manager shall prepare and provide to the City and Design-Build Team a summary of the status of the work completed. The Construction Manager shall assist the Design-Build Team in preparing a list of incomplete or unsatisfactory items and a schedule for their completion ("punch list"). If any certificates of substantial completion were previously issued, the Construction Manager shall assist the Design-Build Team in listing any changes in the previously issued certificates and in recommending and specifying a schedule for uncompleted items listed on the certificate of substantial completion of the work. The Construction Manager shall assist the Design-Build Team in conducting any inspections of the work on the Project, in determining whether the Project or a designated Project Component is substantially complete and in finalizing the punch lists. Upon certification by the Design-Build Team of the date of substantial completion of the Project, the Construction Manager shall coordinate the completion of any remaining work on the Project and correction or completion of any punch list items.

Z. If the City elects to occupy the Project or any portion of the Project prior to recording of a Certificate of Completion, the Design-Build Team and the Construction Manager will apply to the Building and Safety Division for a Temporary Certificate of Occupancy after approval of all life safety issues. The Construction Manager shall, upon such issuance, evaluate the completion of the work of the Design-Build Team and make recommendations to the City when work is ready for final inspection. The Construction Manager shall assist the Design-Build Team and City in conducting the final inspection(s), and shall secure and transmit to the Design-Build Team, for approval and transmittal to the City, required guarantees, affidavits, releases, bonds and waivers. The Construction Manager shall also deliver all keys, manuals, record drawings and maintenance stocks to the City. The Construction Manager must also complete the following tasks:

i. Resolve and final out all Contractor and consultant claims, invoices and purchase orders;

ii. Obtain affidavit of payment from all Trade Contractors;

iii. Obtain Unconditional Waiver and Release Upon Progress Payment from each Trade Contractor;
iv. Conditional waiver and Release Upon Final Payment;
v. Obtain lien waivers from sub suppliers; and
vi. Process lien bonds if required.

5. Phase 2: Warranty Phase

At such time as when the Certificate of Occupancy is issued and all corrective items of work (punch list) are completed and accepted by the Design-Build Team/City and the City Council has accepted the project, the one-year warranty period is deemed to begin. The City will notify the Construction Manager of any warranty request and the Construction Manager shall assist the City with all warranty issues for the duration of the one-year period. Such assistance shall include and not be limited to the following:

A. Contacting the Design-Build Team about the warranty request on the date the City requested warranty work.

B. Schedule the approximate time and date of the warranty repair.

C. Be present during the time the repair work is being performed unless waived by the City due to the type of repair.

D. Notify the City when the repair work is completed, inspected and accepted by the Construction Manager.

E. Provide written notification to the Design-Build Team if said Team fails to honor the warranty request.

F. If the Design-Build Team is in default the Construction Manager will consult with the City prior to contacting the appropriate bonding company to perform the required work and provide the bonding company any requested documentation to support default.

G. Site visits as requested by the City to look at defects or imperfection to determine if it is a warranty issue.

H. Notify and follow-up on all manufacturers’ warranties during the one-year warranty period.
I. Schedule the replacement of defective products.
Exhibit B:
Proposal Rating Sheet: RFP to Provide Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park
Attachment B: Proposal Rating Sheet

RFP to Provide Project and Construction Management Services for the Covina Senior and Community Center Design-Build Project within Kelby Park

Firm: ____________________________

Name of Reviewer: ____________________________

Signature of Reviewer: ____________________________ Date: ____________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Firm experience with local agency design-build projects.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specific experience of the proposer's firm and key personnel in effective completion of Construction Management Services for local agencies. Proposal shall demonstrate the proposer's successful management of a minimum of three design-build projects of similar size and scope in California within the last eight years, with specific experience in the construction management of new park and recreation facilities, and delivery of the projects on time or ahead of schedule and within budget.</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td><strong>B. Proposed personnel and their experience with local agency design-build projects.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the letter to the Review Committee and supporting documentation provide the rationale for team selection and highlight the strengths of the proposer’s proposed team? Proposal shall demonstrate qualifications based on the proposer’s overall professional and practical experience and key personnel.</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td><strong>C. Specific Management Approach.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The proposer's proposed approach to managing RFQ and RFP processes or a preferably a combined RFQ/RFP process that fulfills the requirements of the California Public Contract Code for Local Agency Design-Build Projects. Also, considers the proposer’s proposed approach to managing the design-build process.</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
Exhibit C:
Initial Draft Space Program of Covina Senior and Community Center
# Draft Space Program

<table>
<thead>
<tr>
<th>SPACE</th>
<th>AREA (SF)</th>
<th>APPROX SIZE</th>
<th>SPACES</th>
<th>TOTAL AREA</th>
<th>COUNT</th>
<th>PARKING</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lobby / Reception / Main Office</td>
<td>600</td>
<td>20 x 30</td>
<td>1</td>
<td>600</td>
<td>4</td>
<td></td>
<td>(Parking overall is based on 1:100sf)</td>
</tr>
<tr>
<td>Service Offices</td>
<td>120</td>
<td>10 x 12</td>
<td>2</td>
<td>240</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference Room / Small Class Room</td>
<td>165</td>
<td>11 x 16</td>
<td>1</td>
<td>165</td>
<td>10-12</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Restrooms</td>
<td>286</td>
<td>11 x 26</td>
<td>2</td>
<td>572</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Multi-Purpose Room - Dividable by 3</td>
<td>3,500</td>
<td>50 x 70</td>
<td>1</td>
<td>3500</td>
<td>100</td>
<td></td>
<td>Dining, Large Exercise, Dance, Bingo; Seated room capacity to 300</td>
</tr>
<tr>
<td>Performance Platform - Stage</td>
<td>900</td>
<td>30 x 30</td>
<td>1</td>
<td>900</td>
<td></td>
<td></td>
<td>Discuss Room Division</td>
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<tr>
<td>Warming Kitchen</td>
<td>180</td>
<td>10 x 18</td>
<td>1</td>
<td>180</td>
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<tr>
<td>Multi-Purpose Room #1 - Dividable by 2</td>
<td>2000</td>
<td>40 x 50</td>
<td>1</td>
<td>2,000</td>
<td>30-40</td>
<td>13</td>
<td>Open, Exercise, Dance, Music, Art, Crafts</td>
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<td>Large Multi-Purpose Storage</td>
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<td>10 x 16</td>
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<td>160</td>
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<td></td>
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<tr>
<td>Multi-Purpose Room #2</td>
<td>1920</td>
<td>40 x 48</td>
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<td>1,920</td>
<td>140</td>
<td>50</td>
<td>Dining, Classes</td>
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<tr>
<td>Storage (MP # 2)</td>
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<td>10 x 100</td>
<td>1</td>
<td>100</td>
<td></td>
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<tr>
<td>Billiards / Sports Room</td>
<td>750</td>
<td>25 x 30</td>
<td>1</td>
<td>750</td>
<td>15</td>
<td>8</td>
<td>Billiards, TV</td>
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<td><strong>Center Sub-Total</strong></td>
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<td></td>
<td></td>
<td>11,087</td>
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<td><strong>Circulation</strong></td>
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<td>3,326</td>
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<td><strong>Center Net Total</strong></td>
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<tr>
<td><strong>TOTAL NET SQUARE FEET</strong></td>
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<td><strong>Structure, wall, T/E/0.10</strong></td>
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<td>1,441</td>
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<tr>
<td><strong>TOTAL GROSS SQUARE FEET</strong></td>
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<td></td>
<td></td>
<td>15,854</td>
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</tr>
</tbody>
</table>
Attachment D

Proposals received in response to RFP to provide construction management services for the Covina Senior and Community Center design/build project within Kelby Park are on file in the City Clerk’s Office.