



REQUEST FOR QUALIFICATIONS Construction Services

Phelan Pinon Hills Community Services District (PPHCSD)
Phelan Community Park – Phase 1, Civic Center
Sheep Creek Road, Phelan, CA 93207
March 27, 2023

I. GENERAL PROVISIONS, TERMS AND CONDITIONS

A. **Introduction:** The Phelan-Pinon Hills Community Services District - **PPHCSD** (“**Owner**”) is requesting statements of qualifications (“**Qualifications**”) from select firms (“**Respondents**”) interested in providing construction services (“**Construction Services**”) as described in the scope of services attached hereto as **Exhibit A** (“**Project**”). Owner has hired Rider Levett Bucknall to assist as Project Manager for this procurement process.

B. **Contact:** Any questions, interpretations, or clarifications, either administrative or technical about this SOQ must be requested in writing. Owner will provide copies of all questions and Owner’s responses to all Respondents. The deadline for submission of questions is stated in the Schedule of Events. Please direct all questions by email to:

Project Manager: Rider Levett Bucknall,
ATTN: Charlie Andrews
The Bloc, 700 South Flower Street, Suite 630
Los Angeles, CA 90017
(213) 548-0569
charlie.andrews@us.rlb.com

Client Contact: Phelan Pinon Hills Community Services District
ATTN: George Cardenas
4176 Warbler Road
Phelan, CA 92371
(760) 868-1212 Ext. 319
GCardenas@pphcsd.org

Owner maintains a strict Statement of Qualifications (“SOQ”) process. Upon issuance of this SOQ and until the date of contract award, Respondents, and their representatives, including their employees, agents, partners, subcontractors, lobbyists or attorneys, will refrain from any direct or indirect contact with Owner, employees, consultants and contractors (other than the designated Project Manager above) regarding this SOQ. Any such attempt may be grounds for disqualification from this SOQ. This policy is intended to create a level playing field for all Respondents, assure that Qualifications are evaluated in a clear and transparent process, and protect the integrity of the selection process.

C. **Project Information:**

1. Project History:

The PPHCSD is interested in developing an expansion of Phelan Community Park for use of the community of the Phelan & Pinon Hills unincorporated areas. The new 14-acre park will host community events, district offices, and multiple sports venues. The project is being split into at least 4 phases, with the Civic Center as the first phase consisting of 5-acres of the program. This RFQ is solely for this first phase.

2. Project Description:

Phase 1 of the Phelan Community Park Program primarily includes the construction of a new 14,034 SF Civic Center on the West side of the site. The scope of work in the first phase also includes extensive grading work on the 14-acre site as well as the surrounding landscape and parking areas for the civic center.

D. **Procurement Process:** The PPHCSD has elected to use a two-step procurement approach for the first phase of the Phelan Community Park. The first phase consists of this Request for Qualifications (RFQ) to allow the district to understand what parties are interested in providing construction services. The second step will be a formal Request for Proposals (RFP) that will include cost, schedule, and contractor team as well as the previous information detailed in the RFQ. The RFP will be hosted on Planet Bids or other similar public construction procurement websites which will be detailed in an addendum to this RFQ. A potential contract will be included in the RFP.

E. **Qualifications Addenda:** Owner may modify this SOQ, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Qualifications by issuance of an addendum to all Respondents. Addenda will be numbered consecutively.

F. **Errors, Omissions and Exceptions:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the SOQ, it immediately shall notify the Project Manager of such error in writing and request a modification or clarification. Modifications will be made by addendum. Clarification will be given by written notice to all Respondents. Interpretation of this SOQ shall be the responsibility of Owner and that interpretation shall be final. Owner reserves the right to remedy any error contained in this SOQ.

If a Respondent fails to notify Project Manager prior to the time and date fixed for submission of Qualifications of an error in the SOQ known to it, or that reasonably should have been known to it, it shall submit a Qualifications at its own risk. If Respondent is awarded the Construction Services, it shall not be entitled to additional compensation or time extension by reason of the error or its later correction.

If a Respondent takes exception to any part of this SOQ, or any addenda subsequently issued, it must do so in writing. All exceptions must be submitted with the Qualifications. Failure to do so will be construed as Respondent's acceptance of all terms of this SOQ.

G. **Withdrawal, Cancellation or Rejection:** Respondent may withdraw a Qualifications after its submission by written request, signed by the authorized representative of the firm, prior to the time and date specified for submission. Qualifications may be withdrawn and resubmitted if done so before the submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Owner retains the right to cancel this SOQ at any time. No obligation, either expressed or implied, exists on the part of Owner to make an award or to pay any costs incurred in the preparation or submission of a Qualifications. Qualifications, and any other supporting materials submitted to Project Manager, will not be returned and will become the property of Owner. Owner reserves the right to make use of any information or ideas contained within a Qualifications, unless portions of the Qualifications are designated proprietary at the time of submittal and are requested to be returned.

Owner may reject any or all Qualifications and may waive any immaterial deviation in a Qualifications. Owner's waiver of an immaterial defect shall in no way modify the SOQ documents or excuse the Respondent from full compliance with the specifications if Respondent is awarded the Construction Services. Qualifications referring to terms and conditions other than Owner's terms and conditions may be rejected as being non-responsive.

Owner may make investigations as deemed necessary to determine the ability of the Respondent to perform the Construction Services, and, if requested by Owner, the Respondent shall furnish all such information and data for this purpose. Owner reserves the right to reject any Qualifications if the evidence submitted by, or investigation of, such Respondent fails to satisfy Owner that such Respondent is properly qualified to carry out the obligations of the Agreement and to complete the Construction Services as specified.

H. **Confidentiality:** If a Qualifications is accepted, the Respondent shall not issue any news releases or other statements pertaining to the award or the Agreement which state or imply Owner's endorsement of Respondent's services until approved by the Owner in writing.

I. **Authorized Signatures:** All qualifications must be signed by an individual authorized to bind the Respondent to the provisions of the RFQ.

J. **Incurred Costs:** The CSD is not obligated to pay any costs incurred by Respondent in the preparation of a Statement in response to this RFQ. Respondents agree that all costs incurred in developing a Proposal are the Respondent's responsibility.

K. **Assistance to Respondents with a Disability:** Respondents with a disability may request accommodation regarding the means of communicating this RFQ or participating in the procurement process. For more information, contact the RFQ Contact no later than ten (10) days prior to the Deadline for Proposals.

L. **Public Records Act:** All Proposals and other material submitted become the property of The CSD and are subject to release according to the California Public Records Act (Government Code §6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record. If a Respondent believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Respondent also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered. The CSD will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and The CSD might not deny public disclosure of any portion of Proposals so marked. By submitting a Proposal with portions identified in Attachment I as "Confidential," Respondent represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Respondent may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event The CSD does not disclose the information marked "Confidential," Respondent agrees to reimburse The CSD for, and to indemnify, defend (with counsel approved by County) and hold harmless The CSD, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to The CSD's non-disclosure of any such designated portions of a Proposal.

M. **Iran Contracting Act of 2010:** In accordance with Public Contract Code section 2204(a), the Respondent certifies that at the time the Proposal is submitted, the Respondent signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as

defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Respondents are cautioned that making a false certification may subject the Respondent to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Respondent agrees that signing the Proposal shall constitute signature of this Certification.

N. Disclosure of Criminal and Civil Proceedings: The CSD reserves the right to request the information described herein from the Respondent selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Respondent. The CSD also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Respondent may also be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract. The selected Respondent may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Respondent will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Respondent may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Respondent will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the CSD. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

O. Unsatisfactory Performance: Respondent affirms that it has no record of unsatisfactory performance with The CSD in the twenty-four (24) month period immediately preceding the date of issuance of this RFQ.

P. Final Authority: The final authority to award a contract(s) as a result of this procurement process rests solely with The CSD Board of Directors, or as delegated by the Board of Directors.

II. SCHEDULE OF EVENTS:

A. Issue SOQ, RFQ Document available	3/27/2023
B. Last Date to Submit Questions to RLB	4/03/2023.
C. Questions answered in an addendum	4/05/2023.
D. Qualifications Due (to RLB)	4/10/2023.
E. Potential questions from RLB to Respondent	4/12/2023.
F. Questions answered by Respondent	4/14/2023.
G. RFP announced	Early May

III. SCOPE OF SERVICES: The scope of services is detailed in **Exhibit A** and the Agreement and may reference a link to downloadable documents. Owner will provide as much detail as is available for Respondents' consideration.

IV. QUALIFICATIONS INSTRUCTIONS

A. **Format:** To be considered responsive to this SOQ, Respondents must submit Qualifications in the format identified in this section. All requirements and questions in the SOQ must be addressed and all requested data must be supplied. Owner reserves the right to request additional information that in Owner's opinion is necessary to assure that the Respondent's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement. The Qualifications must address all requirements of the SOQ even if a "no response" is appropriate.

B. **Quantity:** Respondents shall provide an electronic version of the original Qualifications, including all content, via email to the designated contact in section I.

C. **Delivery:** All Qualifications shall be sent with a subject line "Construction Services SOQ – Phelan Community Park Phase 1". Qualifications shall be sent to Project Manager (see address in Section I) on or before the date and time stated in the Schedule of Events. Please copy the client contact on all email communications and deliveries. **LATE QUALIFICATIONS MAY BE REJECTED.**

D. **Content:** Owner strongly encourages Respondents to assemble Qualifications that provide a concise, complete, and clear statement of capabilities to satisfy the SOQ requirements. Decorative bindings, elaborate displays, promotional materials, excessive pages etc., are not necessary or desired. Qualifications shall adhere to the following format for organization and content and must be divided into the individual sections listed below, indexed, and tabbed.

1. **Cover Letter:** Include a general statement of intent to perform the Construction Services and confirm that all elements of the SOQ have been reviewed and understood. Include a summary of qualifications and willingness to enter into a contract under the prescribed terms and conditions, along with the name, email and phone number of the individual to contact regarding the Qualifications. The cover letter must be signed by an individual who can contractually bind the Respondent, and prefer it not exceed 1-2 pages.
2. **Table of Contents**
3. **Firm Experience:** Provide information related to Respondent's experience and capability to perform the Construction Services for this Project. Include detailed information for at least three (3) projects of similar scope, scale, budget, and complexity for which Respondent served as General Contractor/Construction Manager-at-Risk. Highlight experience with projects involving building additions with ongoing operations. Include the following information:
 - a. Have you ever failed to complete any work awarded to your firm? If so where, when, and why?
 - b. Have you ever filed bankruptcy? If so, state details on a separate sheet.
 - c. Have you ever been cited for violation of Cal-OSHA regulation? If so, state on a separate sheet where, when, why, and whether they were a minor or major violation.
 - d. Have you ever had a lien filed against you? Have you ever had to obtain a lien against someone? If so, please provide details.
 - e. Please provide a copy of your Contractor Liability Insurance listing the district as an additionally insured for \$1,000,000.
 - f. Please provide a copy of your Contractor's Bond.
 - g. Is company currently involved in a law suit, and has company been sued? If so, provide details, what was the complaint and what was the outcome.
 - h. Has the company ever been denied General Liability Insurance?

- i. Does the company have any open complaints to the CSLB?
 - j. Does the company have any closed complaints with the CSLB?
 - k. Has the company ever been declined renewal on their General Liability insurance policy?
4. Organizational Chart describing how Respondent will staff the Project, include concise resumes of key personnel who would have direct Project responsibilities. Focus on relevant skillsets.
5. References: Provide a list of professional references, with current contact information. Minimum (3).
6. Safety: Describe your approach to onsite and fabrication safety. Include safety performance record and injury frequency rates.

Exhibit A – Scope of Services

Contractor shall provide all labor, supervision, materials, equipment, tools, services and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

Exhibit B – Project Documents

Drawing Packages:

- PPHCSD-Civic Center_Delta 4_ 2-14-23
- Phelan Civic Center - 100% Landscape CD Set - 11-12-2021
- PPHCSD Civic Center Electrical Set 12-20-2022
- PPHCSD00000002 SHEEP CREEK ROAD STREET IMPROVEMENT PLANS_12.20.22_Signed

Notes:

- These are the latest plans available at the time of the RFQ.
- A formal bid set of documents will be provided during the RFP.