



FRESNO YOSEMITE
INTERNATIONAL AIRPORT

CITY OF FRESNO
AIRPORTS DEPARTMENT

Request for Qualifications
for Construction Manager at Risk Services

FRESNO YOSEMITE INTERNATIONAL AIRPORT
TERMINAL EAST APRON RECONFIGURATION

March 27, 2020

Submittal Deadline: 4:00 p.m., April 29, 2020

Section 1. Background

1.1 Introduction

The **City of Fresno Airports Department** (OWNER) is seeking a qualified Construction Manager at Risk (CMAR) to provide preconstruction services and complete construction services for the Terminal East Apron Reconfiguration and invites interested firm's (PROPOSER) to submit Statements of Qualifications (SOQ) according to the requirements set forth in this Request for Qualifications (RFQ), including the format and content guidelines in Section 5. The SOQs will be reviewed and evaluated using a qualifications-based selection process described in Section 6.

The estimated construction cost for the Project is \$11 million and will be funded by Federal Aviation Administration (FAA) grant funding availability. Applicable federal requirements will be carried out in the award and administration of any contracts issued as part of the Project.

Each potential Proposer shall provide the Owner, within **five (5)** days of receipt of this RFQ, an acknowledgement (Attachment C), that it has received the RFQ and is a potential Proposer.

This RFQ establishes the process for soliciting and evaluating SOQs from Proposers interested in serving as the CMAR. The CMAR will work as a team providing design assistance with the design engineers and the Owner to ensure an efficient design approach during design phase services and provide complete construction services during the construction phase.

This RFQ is subject to revision after the date of issuance via written addenda. Any such addenda will be posted on the Owner's website, https://flyfresno.com/business_opportunities. It is the Proposer's responsibility to obtain all RFQ addenda prior to submitting its SOQ. Proposers that have acknowledged receipt of the RFQ in accordance with Section 4.1 (Acknowledgment of RFQ) will receive addenda via email to the Proposer's Contact.

In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting an SOQ.

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft, classification, or type of worker needed in the execution of contracts for the City. A copy of the resolution is on file at the Office of the City Clerk.

1.2 RFQ Organization

- Section 1: Background
- Section 2: Project Overview
- Section 3: Construction Manager at Risk Services
- Section 4: Procurement Process
- Section 5: SOQ Submission Requirements
- Section 6: SOQ Evaluation and Selection
- Section 7: Conditions for Proposers
- Attachment A: Definition of Terms
- Attachment B: City of Fresno Conflict of Interest Declaration
- Attachment C: Request for Qualifications Statement Acknowledgement
- Attachment D: Question Form

- Attachment E: Insurance Requirements

The contents of the RFQ Attachments take priority over any conflicting statements in the RFQ Sections. Certain Project background documents are being made available in the Attachments for the purpose of preparing SOQs. The Owner is providing these documents only for the purpose of obtaining SOQs for the Project and does not confer a license or grant permission for any other use. The extent to which the Proposer may rely on such background documents is set forth in the Attachments.

Section 2. Project Overview

2.1 Project Overview

FAT is a Small Hub Airport served by AeroMexico, Alaska, Allegiant, American, Delta, Frontier, United and Volaris airlines and their affiliates with nonstop destinations to Chicago, Dallas, Denver, Las Vegas, Los Angeles, Phoenix, Portland, Salt Lake City, San Diego, San Francisco, Seattle, and international flights to Guadalajara, Morelia and Leon, Mexico. FAT has experienced approximately 70 percent passenger growth since 2010. In calendar year 2019 FAT ridership was approximately 2 million passengers. FAT has a strong international market with Mexico's Guadalajara region, which is 13% of total traffic and is our largest individual market.

The Terminal East Apron Reconfiguration Project consists of partial demolition and reconstructing and expanding the East Apron area in preparation for a Terminal Expansion project. The current pavement is made up of asphalt and concrete pavements, portions of which will be demolished. The area will be reconstructed and expanded with approximately 21,100 square yards of a combination of asphalt and concrete pavements. This project also includes electrical, storm drain improvements, pavement striping, fencing, lighting and other related infrastructure.

2.2 Project Schedule

It is anticipated that the Construction Manager at Risk Agreement for preconstruction services will be executed on or about **July 27, 2020**. Construction of the Project is expected to be substantially completed in **April of 2021**. The following are Project target dates.

RFQ Issued	March 27, 2020
Deadline for Questions	April 10, 2020
SOQs Due	April 29, 2020
SOQ Evaluation Period – Short-listed, Anticipated Interviews	May 15, 2020
Preconstruction Services Scoping Period	June 17, 2020
Preconstruction Services Award (City Council)	July 16, 2020
Preconstruction Agreement Execution/NTP	July 27, 2020
Construction Contract Award (City Council)	October, 2020
Construction NTP	November, 2020
Date of Completion	April, 2021

2.3 Project Management

Management of all Project delivery phases, including but not limited to, predesign, design, construction and closeout activities will be by the City of Fresno Airports Department.

Section 3. SCOPE OF WORK

3.1 General

The CMAR will begin in an agency support role for preconstruction phase and may enter into a Construction contract with the Owner for construction of the project. Prior to construction, the CMAR will assume the risk of delivering the project through a Guaranteed Maximum Price (GMP) contract. The CMAR will be responsible for construction means and methods, and will be required to solicit bids from prequalified subcontractors to perform the work using an approved subcontractor selection process. The CMAR may also compete to self-perform work.

The preferred CMAR shall have construction experience in an active airport operations area, familiarity with FAA Advisory Circulars and experience coordinating projects with airport user groups.

A. Preconstruction phase services by the CMAR may include but not limited to the following:

- Coordinate efforts with the Owner, Designer, project engineer, and other stakeholders
- Provide project planning and scheduling for various phases of the project that will minimize interruption to the Airport Operations
- Provide detailed cost estimating and knowledge of the marketplace conditions
- Provide alternate systems evaluation and constructability studies
- Advise Owner of ways to gain efficiencies in project delivery
- Provide long-lead procurement studies and initiate procurement of long-lead items
- Prepare a Project cost model and provide detailed cost estimates, Guaranteed Maximum Price(s) (GMP), and schedules as the design and design alternatives are advanced for the various phases of the project
- Investigate utility conflicts
- Coordinate environmental requirements and compliance necessary for the project
- Address all federal, state, and local requirements
- DBE participation
- Coordinate with Labor Compliance to obtain the appropriate Davis-Bacon wage schedule required for construction services and State of California Director of Industrial Relations
- Conform with Buy American requirements of the contract in all subcontract and materials packages
- The CMAR shall provide a computerized networked office platform
- Assist in the permitting processes

B. Construction phase services by the CMAR may include but not limited to the following:

- Demolish the existing apron and reconstruct the new apron
- Coordinate with various Owner departments, FAA, TSA, CBP, and other agencies.
- Arrange for procurement of materials and equipment
- Schedule and manage site operations
- Bid, award, and manage all construction related contracts while meeting Owner bid requirements including Davis Bacon Act, State of California Director of Industrial Relations compliance and DBE participation
- Provide quality controls
- Bond and insure the construction
- Address all federal, state, and local requirements
- Maintain a safe work site for all Project participants
- Provide a project warranty

- Select subcontractors/suppliers for this Project
- Prepare a GMP proposal that meets the Owner's approval
- Coordinate with the Owner departments, other agencies, utility companies, etc.
- Provide record drawings
- Provide one-year warranty coverage
- Interface with stakeholders as necessary

Section 4. Procurement Process

4.1 Acknowledgement of RFQ

Each potential Proposer shall provide the Owner, within **five (5)** days of receipt of this RFQ, an acknowledgement (Attachment C), that it has received the RFQ and is a potential Proposer. Such acknowledgement shall identify and provide full contact information for the Proposer Contact, who shall be the Proposer's single point of contact for the receipt of any future documents, notices and addenda associated with this RFQ. The completed acknowledgement form shall be submitted via FAX or email, to the Owner Contact.

4.2 Communications and Owner Contact

Jon Bartel, Capital Development Specialist, will act as the Owner Contact and sole point of contact on behalf of the Owner for this RFQ. All communications, questions or comments shall be in writing and submitted via fax or email (with confirmation) to the Owner Contact using question form provided (Attachment D).

Jon Bartel, Capital Development Specialist
City of Fresno Airports Department
4995 E. Clinton Way
Fresno, CA 93727
(559) 621-4545
FAX (559) 251-4825
jon.bartel@fresno.gov

No oral communications from the Owner Contact or other individual will be binding unless confirmed by a written addendum. Any contact with City staff other than the Owner Contact or his/her designee without prior written authorization is strictly prohibited and may result in rejection of the SOQ and Proposer.

4.3 Procurement Schedule

The procurement schedule is as follows:

- | | |
|---|------------------------------|
| • Issue RFQ | <i>March 27, 2020</i> |
| • Deadline for questions | <i>April 10, 2020</i> |
| • SOQ Submission Deadline | <i>April 29, 2019</i> |
| • SOQ Evaluation Completed | <i>May 15, 2020</i> |
| • Preconstruction Contract Scoping Complete | <i>June 17, 2020</i> |
| • Award Preconstruction Contract (City Council) | <i>July 16, 2020</i> |

Section 5. Submission Requirements

5.1 Submittal Place and Deadline

Five paper SOQ documents (one original and **four** copies) and an electronic copy (provided on USB Flash Drive) must all be received by the Owner no later than **4:00 p.m. on April 29, 2020** addressed to:

**Jon Bartel, Capital Development Specialist
City of Fresno Airports Department
4995 E. Clinton Way
Fresno, CA 93727
Email: Jon.Bartel@fresno.gov**

Each Proposer assumes full responsibility for timely delivery of its SOQ at the required location. Any SOQ received after the submittal deadline will be deemed non-responsive. The delivered packaging containing the SOQ documents must note "Statement of Qualification Enclosed" on its face, along with the name of the Project. Late, faxed or e-mailed SOQs will **NOT** be considered.

If the SOQ is delivered by an express mail carrier or by any other means, it is the Proposer's responsibility to ensure delivery. Owner is **NOT** responsible for deliveries made to any place other than the designated address or for any failure associated with any mode of delivery selected by the Proposer. The decision to refuse or consider a SOQ that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

5.2 Submission Format

The SOQ must not exceed **20** total pages, printed double sided is acceptable (most or all 8½ x 11-inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages, separation tabs, and appendices. A maximum of **two** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in SOQ Parts 1 - 6.

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Proposer's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Proposer's responsibility to modify such materials so that only directly relevant information is included in the SOQ. The SOQ must include the following information **in the order listed**:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Firm Profile
- Part 3 – Project Team
- Part 4 – Relevant Experience
- Part 5 – Project Approach
- Appendix A – Forms for Affirmation of Compliance
- Appendix B – Resumes
- Appendix C – Supporting Documentation

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter (**maximum two pages**) on the Proposer's

letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and email address for the proposer contact and must specify who would be the CMAR signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer.

5.3.2 Part 1 – Executive Summary

The executive summary (**maximum three pages**) must include a concise overview of the key elements of the SOQ and must summarize and refer to information in the SOQ concerning satisfaction of the Minimum Requirements. The executive summary **shall not** be used to convey additional information not found elsewhere in the SOQ.

5.3.3 Part 2 – Firm Profile

A detailed and complete description of the company proposed as the CMAR must be provided in Part 2 of the SOQ.

Information concerning the Key Firm Personnel and other firms that may be included on the Project Team, such as sub-consultants, should be provided in Part 3 of the SOQ. Part 2 must include the following information.

- **General**

Provide general information about the firm that is proposing to provide construction manager at risk services and general construction services, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and nonprofessional), years in business, and copies of required licenses. List and provide copies of California contractors licenses held by the firm in Appendix C (Supporting Documentation) of the SOQ. In order to be considered for this project, the contractor must hold the correct licenses as deemed appropriate by the California Contractors State Licensing Board.

- **Legal structure**

Identify whether the firm is organized as a corporation, limited liability corporation (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify the Owners of the firm (*e.g.*, shareholders, members, partners, and the like) who hold an interest of 10 percent or more. In SOQ Appendix C, provide information on Owners of the firm who hold an interest of 10 percent or more. Provide an organization chart showing key personnel.

- **Payment and performance bonds**

In SOQ Appendix C, provide a letter from the firm's surety to verify the availability of a firm's bond of at least \$11 million for this Project. The surety must be authorized by law to do business in **California** and must have an A.M. Best Company Rating of "**A minus and VIII**" or better.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the firm's ability to perform its contractual commitments. If the firm has been a legal entity for less than five years, the SOQ must also include the following information for the firm.

- **Material adverse changes in financial position.** Describe any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.

- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.
- **Completion of contracts.** Has the firm failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Violation of laws.** Has the firm been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.
- **Debarred from bidding.** Has the firm been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the firm's ability to perform its contractual commitments. Include these responses in Appendix C of the SOQ.

The Proposer must notify the Owner of any changes subsequent to submission of the SOQ and before the selection process is completed and, in the case of the selected Proposer, five working days prior to execution of the CMAR Contracts.

5.3.4 Part 3 – Project Team

Proposing Firm/Other Firms:

- Identify any other firms (such as sub-consultants) included on the Project Team along with the firm and describe the scope of the proposing firm and each firm's services and responsibilities throughout the Project.

Key Personnel

- Identify all Key Personnel of the proposing firm (and their firm affiliations) on the Project Team and describe their specific responsibilities throughout the Project.
- Describe the firm's approach to managing such personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time throughout the Project.
- Provide resumes for all firm's Key Personnel in SOQ Appendix B (Resumes). Limit resumes to **two** pages per individual and include:
 - Academic and professional qualifications
 - Professional registration (as applicable)
 - Experience as it relates to the Project and to the individual's specified role on the Project
 - License/registration held and who holds the license and/or registration

Organization Chart

- Provide organization chart showing:
 - Reporting relationships and responsibilities of the firm and any other firms
 - Reporting relationships and responsibilities of all Key Personnel (along with their firm Affiliations)

Any change in the firm or Key Personnel included in the SOQ will require Owner approval.

5.3.5 Part 4 – Relevant Experience

The Proposer shall submit descriptions of reference Projects to demonstrate relevant experience of at least three comparable projects in which the firm provided services as a CMAR, an Agency Construction Manager (without providing construction services), or a General Contractor. Each Project description shall contain at least the following information:

- Name of Owner
- Owner reference and contact information
- Role of Proposer, either as a team or separately
- Contract value
- Year completed
- Description of the Project showing relevance to this Project
- Firms and Key Personnel that participated in Project and are included in this SOQ, along with a clear description of the Project role and responsibility of each

In addition, provide a summary table to cross-reference the Project Team (firm and Key Personnel) with participation in the referenced Projects.

5.3.6 Part 5 – Project Approach

Provide a conceptual description (maximum six pages) of the firm's approach for managing and performing as a Construction Manager at Risk services, General Contractor or similar services for this Project. The following items should be addressed:

- Identify the work components critical to the Project's success and how these components will be achieved.
- Describe your firm's project management approach and team organization during the preconstruction phase and construction phase services.
- Describe your approach providing design assistance during preconstruction and how this will benefit the Project; value engineering and/or other means for construction cost savings and/or reduction in scheduling that may be achieved
- Describe your systems used for planning and scheduling to meet project milestones and completion. Describe the software programs used for scheduling, building information modeling (BIM) and other software used for project management.
- Describe detailed construction cost estimating methods, including historical benchmarking data that will be used to ensure Design to Budget compliance through the Pre-Construction Phase.
- Describe the process for developing work packages at various stages of design and the GMP proposal. Explain the Proposer's process to ensure the accuracy of the design used to arrive at a complete GMP at 60%, 90%, etc., including meeting Airport requirements with reasonable contingencies.
- Describe the firm's subcontractor selection plan. Describe the firm's approach to implementing the subcontractor selection plan, how the firm makes recommendations of subcontractor trades be selected based on qualifications and bids, and the benefit of the subcontractor plan.
- Discuss major issues your firm has identified for the Project and how these issues will be addressed
- Communications (with Owner and other stakeholders, such as regulatory agencies)
- Quality management
- Risk management (including key risk factors)
- Adherence to the GMP and schedule in the construction phase

Section 6. Evaluation and Selection

6.1 General

The successful firm will be selected through a qualification-based selection process. A Selection Committee will review and evaluate the SOQs according to the requirements and criteria outlined in this Section. During the SOQ evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its SOQ or related matters. Interviews may or may not be conducted. Failure to respond in the time allocated to any such questions or requests may be grounds for elimination of the Proposer from further consideration.

Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the criteria in the RFQ. Failure to comply with the criteria requirements of this RFQ may result in a SOQ being rejected. At the Owner's discretion, the selection committee may declare a minor irregularity and continue with the evaluation process.

6.2 Minimum Requirements

Each responsive SOQ will be reviewed to determine whether it meets the criteria outlined in this subsection. The Owner may waive any minor irregularity-and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy the Minimum Requirements may be removed from further consideration.

- **Performance and payment bonds.** Ability of the firm to provide a performance bond and payment bond each in the amount of \$11 million.
- **Material adverse condition.** The firm must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern, to provide performance bonds or insurance, or to maintain sufficient financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks.
- **Licensing and registration.** The proposing firm and each firm must be licensed in **California** for the type of work to be performed.
- **City of Fresno Business License, required at time of contract award**
- **Construction Manager at Risk and Construction experience.** Within the past 10 years, the firm must have successfully completed the construction of at least **three similar projects in scope and scale** in the United States.

6.3 Comparative Evaluation Criteria

The Evaluation Committee will evaluate SOQs that successfully meet the Minimum Requirements as outlined in 6.2 in consideration of the following:

- A. Project Understanding.** Clear understanding of the Contractor's roles during preconstruction phase and construction services phase.
- B. Construction Manager at Risk and Contractor's Past Performance Experience.** Demonstrated prior experience in demolition and reconstruction of aviation civil construction projects, and similar types of projects, as confirmed by references.
- C. Understanding of Approach.** SOQs that reflect demonstrated competency with managing, constructing and delivering a Project in a CMAR environment, with a competitive GMP meeting Owner requirements, and FAA Advisory Circulars.

D. Key Personnel. Quality of staff, prior experience, and commitment of the firm team's Project manager(s) to the Project.

6.4 Selection

Firms will be selected through a qualifications-based selection process. Phase One (1) of the selection process will evaluate all timely submissions that meet the Minimum Requirements as outlined in Section 6.2 of this RFQ. Phase One (1) will produce a short-list of the most qualified firms. The Owner expects to create a short-list of at least three (3), but not more than five (5) firms for this Project. Firms not on the short-list will not continue in the selection process. Phase Two (2) of the selection process is a ranking of short-listed Proposers based on their qualifications and submissions. The submissions will be evaluated using the Comparative Evaluation Criteria identified in Section 6.3. Phase Three (3) of the selection process (if necessary) is an interview before a Department appointed panel. Interviews may or may not be conducted. If an interview process is deemed necessary, then the top three to five firms may be invited for an interview. The interviews will be evaluated using the Comparative Evaluation Criteria identified in Section 6.3. A ranking of firms will be determined at the end of this phase. The rankings will then be presented to the Director of Aviation.

After the evaluation process is complete, the Owner will notify Proposers of the outcome. The selected Proposer will be invited to negotiate fees and contract terms with the Owner for approval. If the Owner determines that it is unable to reach an acceptable contract with the selected best-qualified firm, including failure to agree on a fair and reasonable compensation for the services or any other terms or conditions, the Owner may terminate negotiations with the selected firm, and may commence negotiations with the next most qualified firm until such time as the Owner has negotiated a contract meeting its needs. The CITY reserves the right to terminate the selection process and/or re-advertise for services at any time in this process.

A City of Fresno Agreement will be executed once negotiations have been successful and a firm is approved for award of a contract. The selected firm shall be required to submit documentation to substantiate compliance with all Agreement terms including a "Conflict of Interest Declaration" on CITY furnished forms and obtain required insurance coverage.

In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the CITY will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.

Section 7. Conditions for Proposers

Owner Authority

Owner is a **municipal corporation** of the State of **California**. The procurement process for this Project is authorized under **California law and the City of Fresno**.

7.1 Conflict of Interest

California law mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business or financial relationships such persons may have with Owner officers. (Submit Attachment B)

By filing a SOQ, a Proposer certifies that no officer, agent, or employee of the City who has a pecuniary interest in the RFQ has participated in the contract negotiations on the part of the City, that the SOQ is made in good faith, without fraud, collusion or connection of any kind with any other Proposer of the same request for qualifications, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

7.2 Proprietary Information

All materials submitted to the Owner become public property and are subject to **California Public Records Act**. If the SOQ contains proprietary information that the Proposer does not want disclosed, such information must be identified and marked "PROPRIETARY" at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with **the Owner**. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request. Proposers shall not be permitted to mark entire SOQ as proprietary.

7.3 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs and award of the Construction Manager at Risk Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of the Construction Manager at Risk Contract, without incurring any obligations or liabilities
- Modify the procurement schedule
- Waive deficiencies, informalities and irregularities in a SOQ
- Suspend and terminate the procurement process or terminate evaluations of SOQs received
- Permit corrections to data submitted with any SOQ
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a SOQ
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQ
- Seek clarification from any Proposer to fully understand information provided in the SOQ and to help evaluate the Proposers
- Reject a SOQ containing exceptions, additions, qualifications or conditions not called for in the RFQ or otherwise not acceptable to the Owner
- Conduct an independent investigation of any information, including prior experience, included in a SOQ by contacting Project references, accessing public information, contacting independent parties, or any other means
- Request additional information from a Proposer during the evaluation of its SOQ

Prospective Proposers are advised that the City in the solicitation or evaluation of the interested CMAR teams incurs no obligation or commitments. The City reserves the right to waive or modify any part of this RFQ process without penalty at its sole discretion.

7.4 Obligation to Keep Project Team Intact

Proposers are advised that prior to any change in personnel, the Owner must be notified fourteen (14) days in advance. Proposer must provide an organizational chart with all relevant key personnel who will be involved in this Project. If extraordinary circumstances require a change, it must be submitted in writing to the Owner, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the firm's control. However, unauthorized changes to the Project team at any time during the procurement process may result in elimination of the proposer's SOQ.

7.5 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. The Owner will post all addenda on the Owner Project website at the following address: <https://flyfresno.com/business-opportunities/>. **It is Proposer's responsibility to obtain all addenda prior to submitting its SOQ.**

Section 8. General Requirements/Conditions

8.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 26.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is State of California, County of Fresno, City of Fresno.

8.2 BUY AMERICAN PREFERENCE: *Reference: 49 USC § 50101*

The CMAR certifies by submission of its Statement of Qualifications, that it will comply with Buy American preferences established under Title 49 U.S.C. Section 50101.

8.3 CIVIL RIGHTS – TITLE VI ASSURANCES: *Reference 49 USC sec. 47123; FAA order 1400.11*

8.4 CIVIL RIGHTS TITLE VI NOTICE:

The City hereby notifies all interested firms that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit SOQs in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.5 DAVIS-BACON REQUIREMENTS: *Reference: 2 CFR § 200 Appendix II(D)*

8.6 DEBARMENT AND SUSPENSION: *Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility*

8.7 Disadvantaged Business Enterprises (DBE)

In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the Owner will carry out applicable federal requirements in the award and administration of any contract awarded hereunder. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages and solicits participation by all firms qualifying under this solicitation regardless of business size or ownership.

Fresno Yosemite International Airport (FAT) has no specific DBE goals set for the Project. FAT obtains DBE participation through race/gender neutral means in accordance with 49CFR, Part 26. The City shall take all necessary steps to ensure nondiscrimination and proposers will be required to meet the objectives of the above cited regulation.

8.8 FOREIGN TRADE RESTRICTION: *Reference: 49 CFR part 30*

8.9 LOBBYING FEDERAL EMPLOYEES: *Reference: 2 CFR part 200, appendix II (J), 49 CFR part 20, Appendix A*

8.10 PROCUREMENT OF RECOVERED MATERIALS *Reference: 40 CFR part 247*

Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFQ are presented below:

Designer – The Design firm contracted with the Owner that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

Construction Manager at Risk (CMAR) – means a project delivery method in which a construction manager is procured to provide preconstruction services during the design phase of the project and construction services during the construction phase of the project. The execution of the design and the construction of the project may be in sequential phases or concurrent phases.

Key Personnel – The individuals, employed by the proposing firm or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services, including the following positions: project manager, safety manager, construction manager, and on-site superintendent and any other individuals specifically identified in the SOQ as Key Personnel.

Minimum Requirements – The requirements set forth in Subsection 6.2 of this RFQ that, at a minimum, must be satisfied (or waived by Owner) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

Owner – City of Fresno, Airports Department

Preconstruction services - means advice during the design phase including, but not limited to, scheduling, pricing, and phasing to assist the department to design a more constructible project.

Project – Terminal East Apron Reconfiguration

Project Team – The proposing firm, Key Personnel and any additional firms (such as sub-consultants) included in the SOQ.

Proposer – The firm and/or entity responding to this RFQ by submitting the SOQ.

Attachment B

CITY OF FRESNO CONFLICT OF INTEREST DECLARATION

CMAR PRECONSTRUCTION SERVICES FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL EAST APRON RECONFIGURATION

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature _____

(name)

(company)

(address)

Additional page(s) attached.

(city state zip)

Attachment C

REQUEST FOR QUALIFICATIONS STATEMENT ACKNOWLEDGEMENT

Proposer's Name _____

The undersigned acknowledges receipt of the Request for Qualifications Statements for CMAR Preconstruction Services Fresno Yosemite International Airport Terminal East Apron Reconfiguration.

Contact Name

Title

Company

Phone

Email

Date _____

Attachment D

QUESTION FORM



FRESNO YOSEMITE

INTERNATIONAL AIRPORT

TELEPHONE # (559) 621-4545

FAX # (559) 251-4825

<p>CONSTRUCTION MANAGER AT RISK SERVICES REQUEST FOR QUALIFICATIONS TERMINAL EAST APRON RECONFIGURATION</p> <p>ATTENTION: Jon Bartel, Capital Development Specialist</p>	<p>(FOR AIRPORTS USE ONLY)</p> <p>QUESTION No: _____</p> <p>DATE: ____ REVIEWED BY: ____</p> <p>RESPONSIBLE FOR RESPONSE: <input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT</p>
<p>FROM: _____</p> <p>COMPANY: _____</p> <p>CONTACT PERSON: _____</p>	<p>DATE: _____</p> <p>PHONE No: _____</p> <p>FAX No: _____</p>
<p>QUESTION: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ANSWER: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>RESPONSE BY: _____</p> <p>INCLUDED IN ADDENDUM NO. _____</p>	<p>DATE: _____</p> <p>DATE: _____</p>

Duplicate as Necessary, one question per sheet.

Attachment E

INSURANCE REQUIREMENTS

CMAR PRECONSTRUCTION SERVICES FRESNO YOSEMITE INTERNATIONAL AIRPORT TERMINAL EAST APRON RECONFIGURATION

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non- owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT’s profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing

additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY,

CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

VERIFICATION OF COVERAGE

USER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, USER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.