

**REQUEST FOR QUALIFICATIONS (RFQ) #1314-52
CONSTRUCTION INSPECTION SERVICES FOR
MULTIPLE PROJECTS FOR SANTA ANA AND
SANTIAGO CANYON COLLEGES**



**Request for Qualifications must be received no later
than May 12, 2014 at 2:00 PM**

CARRI MATSUMOTO
Assistant Vice Chancellor,
Facility Planning, District Construction and Support Services
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway – Santa Ana CA 92706

**NOTICE CALLING FOR
REQUEST FOR QUALIFICATIONS (RFQ #1314-52)
CONSTRUCTION INSPECTION SERVICES FOR MULTIPLE PROJECTS FOR
SANTA ANA AND SANTIAGO CANYON COLLEGES**

The Rancho Community College District (the “District”) seeks to obtain Proposals from a limited number of pre-qualified certified DSA Construction Inspectors (herein “Inspector or Inspector of Record”) to provide services in support of multiple construction projects for, and on behalf of, the District.

If your firm is interested in performing Construction Inspection Services on behalf of the District, please submit to the District a proposal in accordance with this RFQ. The deadline for receipt of all materials responsive to this RFQ is **Wednesday at 2:00 PM on May 12, 2014** (the “Response Deadline”). Note that Responses delivered after the Response Deadline may not be considered. A minimum of four (4) copies of your Response along with an electronic version in PDF should be submitted to:

**Rancho Santiago Community College District
Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640
ATTN: Carri Matsumoto
Office: (714) 480-7510**

Consultants interested in being considered for contract awards are invited to submit a Response based on the following:

PURPOSE:

The District is requesting quotes from certified DSA Construction Inspectors qualified to provide services in support of the multiple construction projects. The District intends to enter into a contract based on competitive hourly rates.

The District generally utilizes the services of outside consultants to help ensure the District that its activities are in compliance with all applicable regulations and industry guidelines. As stated above, the purpose of this RFQ is for the District to pre-qualify a limited number of Consultants to provide Construction Inspection Services to the District for the miscellaneous construction projects.

1. REQUIREMENTS OF THE WORK

Each Consultant must be prepared to support multiple construction projects ranging from reconstruction/modernization, portable installations, retrofit, infrastructure and new construction. Each Consultant must be prepared and equipped to provide such services in a timely manner and on relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

2. COMPLIANCE WITH ALL APPLICABLE LAWS

Consultant's proposal must set forth Consultant's understanding of all **applicable** Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the CDE (California Department of Education), the DTSC (Department of Toxic Substances Control), and the California Division of State Architects (DSA) regulations, and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the Work to be undertaken as well as Consultant's ability to comply with same and the methodology by which Consultants will do so. Consultant proposal must confirm that the nature of the Work to be performed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

3. QUALIFICATIONS RESPONSE FORMAT

A Consultant's response shall not exceed 10 pages, excluding resumes, brochures, and other related materials. Responses must be organized in the following order and shall include all of the following sections and information as stated in this document. In addition, your firm must meet the following **minimum qualifications**:

- **Training of District Personnel:** Training of District personnel as necessary and applicable to satisfy regulatory requirements for Injury Prevention and Hazard Communication.
- **Liaison with Regulatory Agencies:** Liaison with regulatory agencies is required in order to provide guidance to the District and others as deemed necessary.
- **Perform Regulatory Agency Requirements:** Perform regulatory agency required surveillance if needed.
- **Attendance of Meetings and Other General Duties:** Must attend various pre-construction meetings, provide project oversight and/or project closeout assistance as necessary, and be available or on-site throughout the duration of the project, as required.

4. FIRM INFORMATION

A Cover Letter and introduction, including the company name, address, telephone number, fax number and email address of the person or persons authorized to represent the institution regarding all matters related to the proposal. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners

that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the proposal shall sign this letter. In addition, complete **Exhibit A – Firm Information**.

- 4.1 Information as to the **location** of Consultant's headquarters and the address and contact information for the local contact office and the primary contact person for the Consultant.

Proposals will be evaluated based upon the criteria in Sections 3.3 - Section 5.

- 4.2 A summary of Consultant's relevant **expertise and experience** in Construction (3) years of relevant experience and success must be demonstrated. Furthermore, a schedule of all District contracts held within the last five (5) years including, with respect to each project, the project name and the property address, the contract amount, and the Consultant's contact person at the District on Said project. Describe the services offered. What differentiates your services from other providers? Provide a proposed work plan for assisting the District. This may include providing a proposal based upon the scope of services outlined within the proposal and any alternative scope of work that the consultant may recommend as appropriate based upon its experience and expertise.

- 4.3 Appropriately detailed **description of projects** (particularly community college projects) that Consultant has worked on within the last five (5) years which demonstrates consultant's relevant experience and successes respecting public works in general and community college projects in particular. Each project description should include the date(s), the estimates of the actual bids during the various phases, as well as the name, title, address and telephone number of a contact person who can be contacted for verification of information provided by Consultant.

- 1) Using **Exhibit C– Firm Experience Form** for each project, provide a minimum of five (5) work listed in the Scope of Services, two (2) modernization projects, and two (2) new constructions projects. Projects listed must have been completed in the last seven (7) years. Prime consideration will be given to projects, which include similar size, type, difficulty, DSA process, community college projects, etc. In the narrative section, also provide project-specific information relating to Construction Inspection Services:
 - a) Describe project and responsibilities in detail.
 - b) Indicate proposing firm's prior experience working for District and for other educational entities.
 - c) Demonstrate how the firm has a thorough knowledge of code requirements for public school buildings in California.
 - d) In addition, the Consultant must also demonstrate familiarity with Code requirements relating to school site development activities, new construction buildings, modernizations, and the Division of the State Architect (DSA).
- 2) Past Performance of Proposer will be evaluated. Clients listed in Exhibit F may be contacted for a reference.
- 3) **Outstanding Issues Procedures:** Provide a detailed description of the methods, procedures, and processes that will be utilized to complete the

required estimates. Within this narrative, describe the system that will be used to record, track, and resolve all outstanding issues. Clearly designate the software or system that will be utilized for the reporting of all information.

- 4) **Dispute Resolution Process:** Provide a narrative description of the nature of the anticipated disagreements that might occur during the course of the work with the A/E, contractors, and subcontractors, and a discussion of how such disagreements might be resolved by the consultant.
- 4.4 Identification of Consultant's **project team, key personnel and staff members** and their specific expertise and experience in Construction Inspection Services, especially as it relates to school sites and facilities. Provide the name of a primary point of contact. Provide the names and detailed resumes of the following key personnel who will be available, knowledgeable, and regularly attentive or involved working with the District: In addition, list all professional registration certification and /or license designations and numbers that are currently active in the state of California. Do not list any inactive registration and/or license designations. Please use **Exhibit D – Team Member Resume Form**.
- 4.5 For all the firm's Inspectors, the firm shall include DSA Certification Number. Inspector Class, Special Inspection Qualifications, and any other license/certifications relating to this RFQ.
- 4.6 A schedule of sub-consultants or sub-consultant categories, if any, which are likely to be used by the consultant in carrying out any work that may hereafter be awarded to the Consultant by the District. Identify any outside inspecting/consulting disciplines that the firm may use in the course of performing services to the district associated with the firm. List names, California License or Registration numbers, business addresses, phone numbers, fax numbers, e-mails, date established, and time associated with firm.
- 4.7 A schedule of all School District contracts held within the last five (5) years, including with respect to each project, the project name and the property address, the contract amount, and consultant's contact person at the District on said project.

5. BILLING RATES

For all personnel and/or categories of employees as well as any overhead or other special charges. If applicable, Consultant's Response should provide estimates for certain standardized components of the Construction Inspection Services. Provide consultant's typical fee schedule as applicable as well as any sub-consultant fees or services that may be needed.

- 1) Provide the proposed billing rate for each proposed discipline and employee. Please use **Exhibit F – Billing Rate Breakdown Form**.
- 2) Provide any planned escalation rate if the option year is utilized. (This item is not for evaluation purposes.)

Consultant will **propose** an **all-inclusive** hourly fee for all of the services described in Section 5 below. Consultant's proposed fee should include and account for the direct

labor, fringe benefits, insurance, overhead, profit, and all other expenses the consultant will incur in providing the services of a DSA Certified Construction Inspector.

6. SCOPE OF INSPECTOR'S SERVICES-INSPECTOR OF RECORD

The IOR's Scope of services of this RFQ is on an as needed basis. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals.

- 6.1 **All On-Site Inspection Services and Inspection-Related Activities.** The INSPECTOR's inspection services shall consist of all on-site inspection services of the PROJECT and all inspection-related activities relating thereto, including, but not limited to, the services set forth under this Article.

Special Inspections.

- 1) *The INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections or oversee Special Inspections by approved specialty inspectors.*
- 2) *Special Inspections may be performed by the INSPECTOR if INSPECTOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the INSPECTOR shall manage coordination, scheduling and timely reporting of results to the DISTRICT, the Construction Manager (if applicable), the Architect, and DSA if required.*
- 3) *The DISTRICT may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. The DISTRICT may require Special Inspection at the job site in addition to those listed hereinabove under .1 if deemed necessary because of the special use of the materials or methods of construction.*

- 6.2 **Accepted Industry Practices, Compliance With All Laws.** The INSPECTOR shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the work.

- 6.3 **Title 24 California Code of Regulations, District Standards, Division of the State Architect.** The INSPECTOR shall ensure that the PROJECT Contractor's ("Contractor") installation of work is constructed to Title 24 California Code of Regulations, the DISTRICT standards and any other requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections, electrical connections and material utilized in conformance with construction documents. The inspection shall be according to the Division of the State Architect ("DSA") current inspection rules and regulations.

- 6.4 **Continuous Inspection.** The INSPECTOR shall perform continuous inspection of the PROJECT during the work of construction in all stages of its progress and digitally document daily activity with pictures and notes. Such inspection shall be conducted based on personal knowledge of the work of construction and shall ensure that the approved plans and specifications are completely executed. Continuous inspection

means complete inspection of every part of the work. Work such as concrete or brick work that can be inspected only as it is placed shall require the constant presence of the INSPECTOR. Other types of work that can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In no case shall the INSPECTOR have or assume any duties that will prevent the INSPECTOR from providing continuous inspection.

- 6.5 **Inspector's Familiarity with Project Agreements.** The INSPECTOR shall become sufficiently acquainted with the PROJECT and the agreements between the DISTRICT and the Architect, Construction Manager (if applicable), and Contractor, to allow for the INSPECTOR's effective and productive interface between the DISTRICT, the Architect, the Construction Manager (if applicable), the Contractor, and governmental inspectors by government inspectors including but not limited to those government inspectors referred to in paragraph 1.9 herein.
- 6.6 **Job Site Meetings.** The INSPECTOR shall, as directed by the Architect, the DISTRICT, or the Construction Manager (if applicable), attend meetings held at the PROJECT site or the District Facilities or other location identified to the INSPECTOR by the District. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.
- 6.7 **Inspector's Relationship with Architect.** The INSPECTOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the PROJECT. Prior to commencement of work, the INSPECTOR shall cooperate with the Architect to develop an Inspection Plan for the Project. The INSPECTOR shall obtain from the Architect additional details or information when required at the PROJECT for the proper execution of the PROJECT. The INSPECTOR shall assist in the review of Contractor's submittals. The INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the INSPECTOR in the plans and specifications shall be immediately reported by the INSPECTOR, with written confirmation at the earliest possible time thereafter, to the Architect, with a copy to the DISTRICT and Construction Manager (if applicable), for the Architect's interpretation and instructions relating thereto. In no case, however, shall the instruction of the Architect be construed by the INSPECTOR to cause work to be done that is not in conformity with approved plans, specifications and change orders. Interpretations received by the INSPECTOR from the Architect that cause deviations from the approved plans, specifications and change orders shall be referred by the INSPECTOR to the architect responsible for preparation of change orders to cover the required work.
- 6.8 **Inspector's Relationship with Contractor.** The INSPECTOR shall, through the Contractor's representative, maintain liaison with the Contractor and all subcontractors on the PROJECT. The INSPECTOR shall consider and evaluate suggestions and recommendations that may be submitted by the Contractor to the Architect, and report verbally and confirm in writing the same to the Contractor, the Construction Manager (if applicable), and the Architect, with recommendations to the Construction Manager (if applicable), Architect and the DISTRICT for final decision.
- 6.9 **Governmental Agencies Having Jurisdiction.**
- 1) **Site Visits by Governmental Inspectors.** If any governmental inspectors

representing local, state or federal agencies having jurisdiction of the PROJECT should visit the PROJECT site, the INSPECTOR shall accompany such governmental inspectors during their visits through the PROJECT, and record in writing and report to the Construction Manager (if applicable), the Architect and the DISTRICT the results of such governmental inspections.

2) **Notifications to Government Agencies and Inspectors.** The INSPECTOR shall notify the governmental agencies and inspectors having authority over the PROJECT when the work is started on the PROJECT; at least forty-eight (48) hours in advance when foundation trenches will be complete; when the work is ready for footing forms; at least forty-eight (48) hours in advance of the first pour of concrete; and when the work is suspended for a period of more than two (2) weeks.

6.10 **Inspector's Job Files.** The INSPECTOR shall maintain orderly job files at the PROJECT site that include correspondence; reports of Project site conferences; minutes of job site meetings; shop drawings; and reproductions of the original Construction Contract of the Contractor ("Construction Contract"), including all addenda, change orders, and supplementary drawings and specifications issued subsequent to the award of the Construction Contract. The INSPECTOR shall keep a file of approved plans and specifications, including all approved addenda and change orders, on the job site at all times, and shall immediately return any unapproved documents to the Architect for proper action. The INSPECTOR, as a condition of INSPECTOR's contract, shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications for the PROJECT.

6.11 **Inspector's Daily Records.** The INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the INSPECTOR to be accurate and qualitative. Such reports shall record hours on the PROJECT site; weather conditions; construction procedures, where performed and any deviations therefrom; construction equipment and vehicles utilized; manpower assigned by the Contractor and subcontractors; equipment and materials delivered to the site, including INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and INSPECTOR's determination that they meet submittal and specification requirements; daily activities; verbal instructions and clarifications of the work given to the Contractor; decisions that either clarify or deviate from the contract documents; general observations and specific observations in detail as in the case of PROJECT test procedures and results; occurrences or conditions that might affect the construction budget or schedule; any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken; telephone calls made of a substantial nature, including statements or commitments made during the call; and names of all visitors to the PROJECT site, including agency representation and agents of the DISTRICT. Said reports and/or job files shall be made available to the PROJECT Architect ("Architect"), the Construction Manager (if applicable), and the DISTRICT upon request. Failure to provide these Daily Records shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

6.12 **Inspector's Verified and Semi-Monthly Reports.**

The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting reports required by Title 24 as follows:

Copies of verified reports required by Title 24 CCR shall be submitted to the DISTRICT within five (5) work days of the end of the report period and within five (5) days of final acceptance for the final verified report.

Copies of semi-monthly reports required by Title 24 CCR shall be submitted to the DISTRICT within two (2) work days of the close of the report period. These reports shall include the following information:

- 1) A brief description of the work in progress by each trade or contractor with an estimate of percentage completed to date.
- 2) Notation of progress or other project related meetings conducted on site.
- 3) Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.
- 4) Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the CONTRACTOR from the architect or project engineer.
- 5) Notation of all correction notices or notices of non-compliance issued to the contractor (include a copy of such notices with the report).
- 6) Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- 7) Notation of the average number of workers and foremen on site each day for the report period.
- 8) Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
- 9) Notation of any deviation from the contractor's approved construction schedule.
- 10) Certification that the construction activities and materials comply with approved project documents unless otherwise specifically noted in the report.

6.13 Inspector's Records of Construction Procedures.

- 1) **Maintain all Records.** The INSPECTOR shall maintain all of INSPECTOR'S inspection records of construction procedures on the PROJECT jobsite until the completion of the work. The INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
- 2) **Concrete-Pouring Operations.** The INSPECTOR's records shall show the date and time of placing concrete and the date and time of removal of forms in each portion of the structure.
- 3) **Welding Operations.** The INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and

any other relevant information.

- 4) **Piles.** The INSPECTOR's records shall, when piles are driven for foundations, include penetration under the last ten (10) blows for each pile.

- 6.14 **Tests: Advise in Advance, Observe and Record.** The INSPECTOR shall advise the Architect, the Construction Manager (if applicable), and the DISTRICT in advance, verbally and in writing, of the schedules of tests and shall observe the tests at the PROJECT site that are required by the Construction Contract. The INSPECTOR shall record in writing all necessary details relative to the test procedures and results.

- 6.15 **Testing Services for Observation.** The INSPECTOR shall observe and record all testing services.

- 6.17 **Certification Documentation.** The INSPECTOR shall ensure that all required certification documentation relative to the PROJECT is received in a timely manner by the Construction Manager (if applicable), and the DISTRICT.

- 6.18 **Contractor's Deviations in the Work.** Whenever the INSPECTOR observes that the Contractor is performing any portion of the PROJECT in deviation from the approved plans, specifications or change orders or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the INSPECTOR, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Construction Manager (if applicable), and the DISTRICT, to cease installation of that nonconforming portion of the PROJECT, pending further decision by the Architect and the DISTRICT; and shall, in all cases, whether or not said deviations or violations are immediately corrected by the Contractor, make a written record of same. The INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hours of INSPECTOR'S origination of the writings.

- 6.19 **Defective Work.** If the INSPECTOR determines that any portion of the PROJECT is defective and such defect requires that portion of the work to be rejected, the INSPECTOR shall immediately report said defective work to the Architect, the Construction Manager (if applicable), and the DISTRICT. The INSPECTOR's initial report regarding such defective work may be either verbal or in writing, whichever form is deemed more appropriate by the INSPECTOR under the circumstances. However, if such initial report is verbal, the INSPECTOR shall confirm said verbal report in writing within one (1) calendar day.

- 6.20 **Failure to Notify the Architect, the Construction Manager, and the District.** INSPECTOR's failure to notify the Architect, the Construction Manager (if applicable), and the DISTRICT of work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause for termination of this AGREEMENT by the DISTRICT.

- 6.21 **Construction Schedule, Potential Delays in Substantial Completion.** The INSPECTOR shall be alert to the construction schedule and to any conditions that may

cause delay in substantial completion of the PROJECT. Upon observing such conditions, the INSPECTOR shall report the same immediately and, within one (1) calendar day of observing such conditions, confirm the same in writing to the Architect, the Construction Manager (if applicable), and the DISTRICT.

- 6.22 **Payments Request.** The INSPECTOR shall review the Contractor's pay requests prior to the issuance of Architect's and Contractor's certificate of payment to the Construction Manager (if applicable) and the DISTRICT and indicate whether amounts claimed by the Contractor are, in the INSPECTOR's opinion, correct. The INSPECTOR'S approval of pay requests shall be shown by signature of the INSPECTOR on the pay request.
- 6.23 **Construction at Existing Facilities.** The INSPECTOR shall, where existing facilities are to be maintained in operation during the PROJECT, assist as a liaison between the Construction Manager (if applicable), the DISTRICT and the Contractor in order to prevent materially adverse disruption to the DISTRICT's operations at or near the PROJECT site.
- 6.24 **Occupancy of Facility.** The INSPECTOR shall, in the event that the DISTRICT should occupy the PROJECT or any portion thereof prior to substantial completion of the PROJECT by the Contractor, assist in the development of a punch list agreement between the DISTRICT, the Construction Manager (if applicable), the Architect and the Contractor as to incomplete items and the general conditions of areas to be occupied by the DISTRICT prior to substantial completion of the PROJECT by the Contractor.
- 6.25 **As-Built Drawing.** The INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Contract, and determine that such As-Built drawings are updated by the Contractor on a monthly basis prior to processing of Contractor's monthly payment request.
- 6.26 **Punch List Items.** The INSPECTOR shall, after substantial completion or completion of a portion thereof, check each punch list item to ensure that it is corrected in accordance with the Construction Contract, plans and specifications.

7. **WORKING CONDITIONS**

Each Inspector shall be capable of working indoors and outdoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

8. **INSURANCE REQUIREMENTS INSPECTOR OF RECORD**

- 8.1 **Compliance with Laws, Workers Compensation Insurance, Hold District Harmless.** The INSPECTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The INSPECTOR understands that, as an independent contractor, INSPECTOR is not covered by any type of DISTRICT insurance, including workers compensation insurance. The INSPECTOR shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the INSPECTOR may use independent contractors, volunteers or others not covered by the INSPECTOR's workers compensation

coverage to provide services hereunder. The INSPECTOR shall advise such persons providing services hereunder at the direction of the INSPECTOR that workers compensation insurance is not provided by the DISTRICT, and the INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

- 8.2 **Self-Employment, Responsibility For Medical Insurance and Cost.** If the INSPECTOR is a self-employed individual, the INSPECTOR agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the INSPECTOR did not arrange for which may be required due to any injuries of any type that may be sustained by the INSPECTOR while performing services under this AGREEMENT. The INSPECTOR shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the INSPECTOR shall not relieve the INSPECTOR of INSPECTOR's financial responsibility for the cost of medical and related treatment.
- 8.3 **Professional Liability (Errors and Omissions).** The INSPECTOR shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability Insurance (Errors and Omissions) with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this insurance requirement and if so waived, the INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages.
- 8.4 **Auto Liability.** The INSPECTOR shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of INSPECTOR's services herein. The INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.
- 8.5 **Evidence of Coverage, Cancellation or Material Changes.** Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the INSPECTOR's services herein, the INSPECTOR shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and INSPECTOR shall maintain such insurance from the time that the INSPECTOR commences performance of services hereunder until INSPECTOR's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the INSPECTOR shall furnish certified copies of the policies and all endorsements.
- 8.6 **Additional Named Insureds.** All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- 8.7 **Waiver of Subrogation Rights.** INSPECTOR shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its

officers, employees, /agents, volunteers, contractors and subcontractors.

8.8 **Policies Primary and Non-Contributory.** All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

8.9 **Insurance Review.** The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. INSPECTOR agrees to execute any such amendment with thirty (30) calendar days of receipt.

9. **SELECTION CRITERIA**

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting Pre-Qualified Consultants. The Evaluation criteria are as follows:

- Timeliness and Completeness of Response. To receive maximum consideration, Consultant's Response must be received by the Response Deadline. In addition, Consultant's Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ.
- Technical Qualification and Competence. This includes experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and school projects in particular.
- Record of Past Performance. This includes work quality, completion of work on schedule, cost controls, contracts held with the District or other over the last 10 years as well as the response of references provided by the Consultant or any other references identified by the District.
- Approach to Work. This includes project management coordination methodologies, analysis and study approaches, ability to respond to emergencies, delays and consultant's ability to communicate effectively with District personnel, and offer advice in the best interest of the District.
- Cost Control. This includes cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies respecting the pass-through to the District of overhead costs.

10. **EVALUATION OF STATEMENT OF QUALITIFCATIONS**

The proposals will be evaluated by an evaluation panel consisting of individuals selected

by the District. Selection for this proposal will not preclude nor guarantee the selected firm consideration for future District projects.

11. QUESTIONS REGARDING THE RFQ:

Please contact Ava Hill, (FPPS/Asst. Program Manager) at (714) 480-7336, if you have any questions regarding this RFQ.

Exhibit A-Firm Information Form

Consultant Type _____

Background

Firm Name Address

Yr Est. Phone FAX E-Mail

Principals/Officers to Contact:

Primary Contact Title Phone E-Mail

Secondary Contact Title Phone E-Mail

Is the firm authorized to do business in CA? Yes No

If Yes, on what basis? CA Corp CA Business License Other: _____

Any former address or parent company? Yes No

If Yes, please specify: _____

Type of Firm: Sole Owner Partnership Corporation
 Joint Venture Other: _____

DVBE Participant? Yes No

Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

2009

2010

2011

2012

2013

Index numbers for Professional Services Fees:

- | | |
|------------------------|----------------------|
| 1. Less than \$50,000 | 5. \$500,000-\$1M |
| 2. \$50,000-\$100,000 | 6. \$1M-\$2M |
| 3. \$100,000-\$250,000 | 7. \$2M-\$5M |
| 4. \$250,000-\$500,000 | 8. Greater than \$5M |

Total Years of Service with Community College(s) _____

Personnel

Total # of Personnel: _____

Total # of Consultants: _____

	Name of Proposed Consultant	Level of Education/ Degree Obtained	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Sub-Consultants

	Name of Proposed Sub-Consultant	Area of Service and License #	Years of Experience	
			Similar Work	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Exhibit B- Firm Information Questionnaire

ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company? Yes No
If yes, explain on a separate, signed sheet.
2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer? Yes No
If yes, explain on a separate, signed sheet.
3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss? Yes No
4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?
 Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.
5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership? Yes No
If yes, explain on a separate, signed sheet.
6. Has the company ever had arbitration on contracts in the past five (5) years?
 Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.
7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?
 Yes No
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: _____
Print Name: _____

Title: _____
Date: _____

Exhibit C-Firm Experience Form

Minimum of five (5) relevant projects completed within the last seven (7) years. Use multiple sheets as necessary.

Firm Name: _____

Project Name: _____

Client Name: _____

Location (City, State): _____

Client Contact Information:

Name: _____

Title: _____

Phone: _____

E-Mail: _____

Project Summary:

Type of Project ⁽¹⁾: _____

Delivery Method ⁽²⁾, if applicable: _____

Milestone Project Schedule: _____

DSA Application # _____

Project Narrative:

(1) Type of Project: RE - Renovation/Remodel/Repurpose, ADD - Addition/Expansion, NEW - New Construction, FIX - Repair, PLAN – Planning, AC – Access Compliance.

(2) Delivery Method: DBB – Design-Bid-Build, D-B – Design-Build, L-LB – Lease-Leaseback.

Exhibit D-Team Member Resume Form

Proposed Consultant Name

Title

Firm Name

Proposed Position

Years w/Firm

Years w/Previous Firms

Years w/K-12 Experience

Availability

Education Specific to Position (School/Year/Degree/Subject):

Other Training/Experience w/RSCCD, DSA, Community College Chancellors Office and other State Agencies (or equivalent):

Credentials/Certifications/Licenses/Registrations/Accreditations (related to position and years acquired):

Skills Relevant to the Proposed Project:

Exhibit E-Team Member Experience Form

List of Community College Districts Consultant Has Worked For:

Minimum of five (5) relevant projects completed within the last five (5) years. Use multiple sheets as necessary.

Background

Proposed Consultant Name

Title

Firm Name (at time of Project)

Project Details

Project Name

Client/District

Project Lead Name/Title

Phone

E-Mail

Address

DSA
Project #

DSA
Certified
(Yes/No)

Project
Scope ⁽¹⁾

School
Type ⁽²⁾

Project
Start Date

Project
Completion
Date

Total Cost

Consultant Title and Duties for this Project:

--

Project Narrative (firm's role, responsibilities, challenges, how Consultant met Client/District's needs, describe project and responsibilities in detail, demonstration of how this project experience contributes to thorough knowledge of Commissioning requirements for public school buildings in California, and demonstration of how this project experience contributes to familiarity with California building code requirements relating to school sites and buildings):



- (1) Project Scope: RE-Renovation/Remodel/Repurpose, ADD-Addition/Expansion, NEW-New Construction, FIX-Repair, PLAN-Planning.
- (2) School Type: ES-Elementary School, MS-Middle School, K8-Kindergarten-8th Grade School, HS-High School, CCD-Community College, HE-Other College, NS-Non-School/Other.

Exhibit G-Certification Form

I certify that I have read and received a complete set of documents including the instructions for submitting an RFQ regarding the attached **REQUEST FOR PROPOSAL – CONSTRUCTION INSPECTION SERVICES**, I further certify that I must submit six (6) single-sided copies, one unbound marked “Master” and four (4) bound in a white 3 ring “D” binder, along with one (1) CD EACH containing a complete, single-document PDF version of the Statement of Qualifications in response to this request and that I am authorized to commit the firm to the qualifications submitted.

I consent to Rancho Santiago Community College District contacting references included in this SOQ, including but not limited to other school and community college districts listed herein for the purposes of obtaining information about the referenced experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature

Typed Name

Title

Company

Street Address

City, State and Zip Code

Telephone

Fax

Date

If you are submitting as a corporation, please provide your corporate seal here.

Exhibit H-Statement of Non-Conflict of Interest

The undersigned, on behalf of the consulting firm set forth below (the "Consultant"), does hereby certify and warrant that, if selected, the Consultant while performing the consulting services required by the Request for Proposal, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District ("the District").

The undersigned further certifies and warrants that:

- 1) no officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;
- 2) the Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
- 3) no officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;
- 4) the Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and
- 5) during the qualifications process (i.e. from the date the RFQ and/or RFQ is released to the conclusion of the selection process) any Interested Vendor, Firm, Contractor and/or Consultant, if it is determined that any such individual(s) who work and represents such companies for business purposes communicates, contacts and/or solicits Board Members in any fashion shall be disqualified from the RFQ and/or RFQ selection process, and may result in the removal of the Vendor, Firm, Contractor and/or Consultant from any pre-existing established pre-qualified list, as well as the removal from the "interested vendors list."

FAILURE TO SIGN THIS FORM MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit I-Statement of Intent to Meet DVBE Participation Goals

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent, per year.

Set forth below is a list of the anticipated participation of DVBEs which _____ (the “Consultant”) intends to use as part of its Agreement for Services, School Facilities Improvement Program (the “Program”). Although it is not specifically required, you are encouraged to include DVBE participation

Prior to, and as a condition precedent for, final payment under an Agreement, the Consultant shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, so that the District can assess its success in meeting the 3 percent goal.

The Consultant anticipates: (a) that _____ percent of the total dollar amount awarded to the Consultant shall be paid to DVBEs’ and (b) using the following DVBE subcontractors and/or suppliers:

Names of Sub-Consultants:

Names of Suppliers:

Signature of Consultant

Date