

**General Shafter School District
September 25, 2017**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
CONSTRUCTION-RELATED-SERVICES**

The General Shafter School District ("District") is requesting the submission of a statement of qualifications for construction-related services ("Statement of Qualifications") from firms interested in providing professional services to the District. Firms must indicate the scope(s) of work from the following list for which they are submitting Statement(s) of Qualifications.

- CEQA DTSC Geotechnical Testing Hazardous Material Testing
- Special Testing & Inspection Surveying-Topographic Project Inspection (IOR)

Firms wishing to submit a Statement of Qualifications must be appropriately licensed, insured, registered with Division of Industrial Relations (where applicable) and maintain a full service office within **seventy-five (75) miles of the District**.

Interested firms are invited to submit Statement of Qualifications as described below, with one (1) original and three (3) copies of requested materials to:

SCArchitect, Inc.
Attention: Stephen J. Corbin, AIA, NCARB, LEED®-AP BD+C
1601 New Stine Road, Suite 280
Bakersfield, CA 93309

Questions regarding this request for statement of qualifications and request for proposals may be directed to:

SCArchitect, Inc.
Attention: Stephen J. Corbin, AIA, NCARB, LEED®-AP BD+C
1601 New Stine Road, Suite 280
Bakersfield, CA 93309
scorbin@scarchitect.com
661-397-4377

All Statements of Qualifications must be received on or before October 18, 2017 no later than 3:00 p.m.

1. General Information / Instructions for Statement of Qualifications

- 1.1 The District is seeking to establish a pool of firms with a record of excellence in construction-related services in their indicated scope(s) of work. Firms must have extensive experience with, as appropriate and without limitation, the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), the Department of Toxic Substances Control ("DTSC"), the Uniform

- Building Code ("UBC"), and Title 24 of the California Code of Regulations.
- 1.2 The Statement of Qualifications must contain all requested information about the firm and must be on no larger than **8 ½ x 11** paper and no more than **thirty (30) pages in length**. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company.
 - 1.3 The District's Superintendent is Chris Salyards and all construction-related service firms will work directly with the District's Superintendent, or designee and District staff.

2. Content of Statement of Qualifications

- 2.1 **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the respondent(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of your experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District.
- 2.2 **Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the letter of interest.
- 2.3 **Executive Summary** - The executive summary should contain an outline of your approach to public works, along with a brief summary of your firm's qualifications.
- 2.4 **Narrative / Firm Information** - Provide a comprehensive narrative of the construction-related services offered by your firm. The narrative should include the following:
 - 2.4.1 Provide a brief history of your firm, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies) if. Describe number of years in business and types of business conducted.
 - 2.4.2 Describe your philosophy and how you work with District program managers, construction managers, architects, District administration officials, including assistant superintendents, facilities directors, teachers and site principals, to develop construction-related design responses to unique challenges of educational program requirements.
 - 2.4.3 Discuss the firm's/team's ability to meet strict schedules for comparable projects, your schedule management procedures, and how the firm has successfully handled potential delays.
 - 2.4.4 Identify K-12 projects performed by your firm in the past **three (3) years**. Limit your response to **no more than the ten (10) most recent** projects. Please include the following information for each project:

- 2.4.4.1. Name of project and district,
- 2.4.4.2. Scope of projects, description of services provided
- 2.4.4.3. Contact person and telephone number at district,
- 2.4.4.4. Firm person in charge of each project,
- 2.4.4.5. All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.4.5. Include resumes of key personnel who would be assigned to each Project. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate who would serve as primary contact(s) for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. Provide information on sub-consultant team members and information on recent and successful associations with designated sub-consultants.

2.5 **Additional Data** - Provide additional information about the firm as it may relate to your Statement of Qualifications. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding your qualifications and expertise. Please include graphics that will assist the District in evaluating the quality of your firm's construction-related services, and the ability of the firm to produce accurate reports.

2.6 **Professional Fees** - Provide a current fee schedule for the types of service(s) that you offer. If referencing basic services costs, include typical staffing expectations and variations that the District could expect for specific types of projects, if applicable.

2.7 **Agreement Form** - If a firm has any comments or objections to the Agreement for Services attached to this RFQ ("Agreement"), it shall provide those comments or objects in its Statement(s) of Qualifications. **PLEASE NOTE:** The District will not consider any substantive changes to the form of Agreement for Services if they are not submitted at or before the RFQ submission date.

3. District's Evaluation /Selection Process

3.1 The District intends to select the firm(s) that best meet the District's needs as described in this RFQ and the attached Agreement for Services, from the firms who provide a Statement of Qualifications to the District. The District may, at its discretion, interview some or all of those firms. One or more firms may be selected and recommended to the governing board of the District for approval and inclusion in the District's pool of qualified construction-related services firms.

Agreement for Services

This AGREEMENT, entered into this ____ day of _____, 20____, by and between the GENERAL SHAFTER SCHOOL DISTRICT, hereinafter called the "DISTRICT," and _____, hereinafter called the "CONSULTANT," witnesseth:

WHEREAS, the DISTRICT has determined that it has a need for _____; and

WHEREAS, the CONSULTANT has been selected to provide those services on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT. The DISTRICT hereby agrees to engage CONSULTANT to perform the services described in Attachment A attached hereto and made a part of this Agreement as though fully set forth herein. CONSULTANT shall perform the services and prepare work products pursuant to generally accepted standards of practice in effect at the time of performance.

2. TIME OF PERFORMANCE. The work provided for by this Agreement shall be performed by the CONSULTANT substantially in accordance with the project schedule agreed upon by the DISTRICT and the CONSULTANT. Said schedule shall become part of this Agreement as an addendum and incorporated herein. This Agreement recognizes, however, that the nature of the PROJECT and the consequent timing of the performance on CONSULTANT's services provided for are subject to numerous variables beyond the control of the CONSULTANT. Consequently, the project schedule agreed upon may be modified by mutual separate agreement between the DISTRICT and the CONSULTANT at any time. CONSULTANT will make all reasonable efforts to complete the PROJECT by the final date indicated in the Time Schedule addendum and with the normal standard of care associated with such projects.

2.1 The CONSULTANT shall not be in default and shall not be responsible for damages that are caused or result from delay in performance by the CONSULTANT due to strikes, lockouts, accidents, acts of God, or any other delay that is beyond the CONSULTANT'S reasonable control. In the event of such delay, the time of completion shall be adjusted accordingly.

2.2 The CONSULTANT will commence work on the PROJECT and proceed on an expeditious basis following contract execution and receipt of the appropriate written direction to proceed from the DISTRICT. Work on the PROJECT will continue to completion, without substantial delay due to events within the control of the CONSULTANT. In the event the work of the CONSULTANT is delayed due to the DISTRICT'S direction, the time for completion shall be adjusted accordingly. In the event the DISTRICT directs that work on the PROJECT be suspended for a period longer than thirty (30) days for any reason other than dissatisfaction with the

CONSULTANT'S work, the CONSULTANT shall be entitled to payment based on a time and materials basis, including expenses incurred, through the date of receipt of written notice of suspension of work from the DISTRICT and Such payment shall be made without regard to whether or not the project is a milestone-based project or a time and materials project. CONSULTANT shall also be entitled to reasonable re-mobilization costs to suspend and restart the project. Such additional costs shall not be subject to the limitations on compensation.

2.3 In the event the DISTRICT abandons the PROJECT and terminates the work of the CONSULTANT for that reason, the CONSULTANT shall be entitled to payment based on time and materials basis, including expenses incurred, through the date of receipt by the CONSULTANT of written notice of abandonment from the DISTRICT.

3. DATA AND ASSISTANCE TO BE FURNISHED BY THE DISTRICT TO THE CONSULTANT. The DISTRICT shall make available to the CONSULTANT without charge all such information, data, reports, maps, aerial photographs and records as are now existing or available, or which can be created within a reasonable time by the DISTRICT and are required for the performance of the work prescribed by this Agreement. The DISTRICT shall cooperate in a reasonable manner with the CONSULTANT in the performance of the work prescribed by this Agreement.

4. LIMITATION ON SERVICES TO BE PROVIDED BY CONSULTANT. This Agreement explicitly defines and limits the services to be provided to the DISTRICT by the CONSULTANT. It recognizes that, because of the complexity of the PROJECT process, the CONSULTANT will be required to exercise independent professional judgment regarding the performance of its services from time to time, and provides that the CONSULTANT will continuously, throughout the performance of this Agreement, confer with the representatives of the DISTRICT regarding the work being performed. Specifically beyond the scope of this Agreement, and excluded from the services to be provided by the CONSULTANT hereunder, are legal services to be provided in any capacity associated with the PROJECT by the DISTRICT.

5. COMPENSATION. The DISTRICT agrees to pay the CONSULTANT the amount agreed upon by the DISTRICT and the CONSULTANT for the performance of work performed in accordance with this Agreement. Said compensation shall become part of this Agreement as Attachment B and made a part of this Agreement as though fully set forth herein. If agreed in writing and by mutual consent, the DISTRICT agrees to pay the CONSULTANT for additional work authorized by the DISTRICT for optional services. The CONSULTANT shall invoice the DISTRICT, and the DISTRICT shall pay the CONSULTANT for services authorized by this Agreement and in conformance with the agreement. Each invoice must identify and itemize the work performed, time on task, and billable materials.

5.1 An invoice may be submitted once monthly for the full or partial completion of specified work performed during the preceding month. Upon receipt of the invoice, the DISTRICT shall review the invoice and notify the CONSULTANT within ten (10) calendar days of any discrepancies that the DISTRICT believes may exist with the invoice. If no such notice is made to the CONSULTANT, or if the CONSULTANT resolves any discrepancies within twenty (20) calendar days of the DISTRICT'S receipt of the invoice, the DISTRICT shall remit payment in the full amount of the original or subsequently amended invoice within thirty (30) calendar days of receipt of the invoice.

6. POSSESSION OF MATERIALS PREPARED UNDER THE AGREEMENT. It is agreed all finished or unfinished documents, data, plans, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement shall be provided to and considered the property of the DISTRICT. Upon completion of the services to be performed, or upon termination of this Agreement for cause or for the convenience of the DISTRICT, those items will be turned over the DISTRICT.

7. CHANGES. The DISTRICT may, from time to time, require changes in the scope of herein agreed services to be performed by the CONSULTANT. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the DISTRICT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

8. TERMINATION OF AGREEMENT FOR CAUSE. The DISTRICT may terminate this Agreement upon five (5) days written notice and be relieved of the payment of any consideration to the CONSULTANT thereafter, should the CONSULTANT fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, conditions, or stipulations of this Agreement. In the event of such termination, the possession and distribution of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT shall be governed by the provisions of Section 6, above, and the CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials.

8.1 Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of the agreement by the CONSULTANT and/ or CONSULTANT, and the DISTRICT may withhold any payments to the CONSULTANT for the purpose of settlement or until such time as the exact amount of damages due the DISTRICT from the CONSULTANT is determined.

9. TERMINATION FOR CONVENIENCE OF THE CLIENT. The DISTRICT may terminate this Agreement at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In that event, the possession and distribution of all finished and unfinished documents and other materials shall be as described in Section 6 above. If the agreement is terminated by the DISTRICT as provided herein, the CONSULTANT shall be paid an amount equal to the total amount of compensation due the CONSULTANT for services rendered and expenses incurred up to the effective date of termination in accordance with the provisions of Section 5 set forth herein, less compensation previously paid.

10. INTEREST OF MEMBERS OF CLIENT AND OTHERS. No officer, member, or employee of the DISTRICT and no other public official of the governing body of the locality or localities within which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the PROJECT, shall participate in any decision relating to this Agreement which affects his personal interest or shall have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds therefrom.

11. ASSIGNABILITY. The CONSULTANT shall not assign any interest in the same

(whether by assignment or novation), without the prior written consent of the DISTRICT thereto; provided, however, that claims for monies due or to become due to the CONSULTANT from the DISTRICT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the DISTRICT.

12. INTEREST OF CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, nor represents other interests, public or private, which would constitute a conflict of interest for the services required under this Agreement.

13. FINDINGS AND CONFIDENTIALITY. Any reports, information or data given to or prepared or assembled by the CONSULTANT under this Agreement which the DISTRICT requests be kept confidential shall not be made available to any individual or organization by the CONSULTANT and / or the CONSULTANT without the prior written approval of the DISTRICT.

14. COPYRIGHT. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the CONSULTANT and/ or the CONSULTANT.

15. COSTS AND FEES IN EVENT OF LITIGATION. In the event legal action is filed to enforce this Agreement or any of its terms, the prevailing party shall be entitled to receive reasonable attorney fees.

15.1 In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the DISTRICT and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation.

15.2 If legal action filed by the DISTRICT against the CONSULTANT is dismissed, dropped by the DISTRICT, or otherwise not successfully prosecuted, the DISTRICT agrees to pay the CONSULTANT any and all costs of defense, including attorney's fees, expert witness fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of the CONSULTANT.

15.3 Similarly, if legal action filed by the CONSULTANT against the DISTRICT is dismissed, dropped by the CONSULTANT, or otherwise not successfully prosecuted, the CONSULTANT agrees to pay the DISTRICT any and all costs of defense, including attorney's fees, expert witness fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of the DISTRICT.

16. HOLD HARMLESS AND INDEMNIFICATION. The CONSULTANT will indemnify the DISTRICT for all acts arising out of the CONSULTANT's negligent acts, errors, or omissions in the performance of the work pursuant to the contract between the DISTRICT and the CONSULTANT. The CONSULTANT will defend, indemnify, and save harmless the DISTRICT, its employees, officers, and agents from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from the contract

between the DISTRICT and the CONSULTANT except for claims, demands, damages, costs, expenses, or judgments resulting solely from the negligence or willful misconduct of the DISTRICT.

16.1 The DISTRICT will indemnify and hold harmless the CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, damage, loss, or expense caused by the negligent act, or willful misconduct of the DISTRICT.

17. INSURANCE. The CONSULTANT shall procure and maintain for the duration of the agreement insurance as outlined below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT. The CONSULTANT shall also require the same insurance coverages to be provided by its agents, representatives, or subcontractors.

17.1 Workers compensation insurance with statutory limits and employers' liability insurance with limits of not less than one million dollars (\$1,000,000) per accident.

17.2 Commercial general liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. Such insurance shall include products/ completed operations liability, owners and contractors protective, blanket contractual liability, personal injury liability and broad form property damage coverage. Such insurance shall name the DISTRICT, its appointed and elected officials, and its officers and employees as insureds and shall be primary with respect to any insurance of self-insurance programs maintained by the DISTRICT. Such insurance shall contain standard cross liability provisions.

17.3 Commercial automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

17.4 Professional liability (errors and omissions) insurance with a limit of not less than one million dollars (\$1,000,000).

17.5 CONSULTANT shall furnish properly executed certificates of insurance to the DISTRICT prior to commencement of work under this Agreement. Such certificates shall:

17.5.1 Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming the DISTRICT as an insured on the commercial general liability and automobile liability insurance policies;

17.5.2 Indicate whether coverage provided is on a claims-made or occurrence basis; and

17.5.3 CONSULTANT shall notify the DISTRICT in the event said insurance is materially changed, terminated, or allowed to expire. Notification shall be within thirty (30) days.

17.6 Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims-made policy form is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract date. CONSULTANT shall replace such certificates for policies expiring prior to completion of work under this Agreement and shall continue to furnish certificates five (5) years beyond the contract term, when CONSULTANT has a claims-made form(s).

IN WITNESS WHEREOF, the CONSULTANT and the DISTRICT execute this Agreement.

General Shafter School District
"DISTRICT"

"CONSULTANT"

By _____

By _____

Typed/Printed Name

Typed/Printed Name

Attachment "A"

Description of Services to be performed by the Consultant

Attachment "B"

Consultant fee schedule