

Chabot-Las Positas Community College District

RFQ No. E-08

**DSA APPROVED INSPECTOR OF RECORD
FOR VARIOUS FACILITIES MODERNIZATION PROJECTS
(Chabot College and Las Positas College)**



**PROPOSAL OPENING DATE: 8/6/07
PROPOSAL OPENING TIME: 2:00 p.m.**

Purchasing and Warehouse Services Department
District Office
5020 Franklin Drive
Pleasanton, California 94588

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RFQ No. E-08
CONSULTING SERVICES, DSA APPROVED INSPECTOR OF RECORD
FOR VARIOUS FACILITIES MODERNIZATION PROJECTS
(Chabot College and Las Positas College)

NOTICE IS HEREBY GIVEN that the Chabot - Las Positas Community College District acting through its Governing Board, hereinafter the District, is seeking qualifications from Division of State Architect Approved Class I Inspectors of Record who wish to be included in an on-call roster for Inspection Services to the District's two (2) campuses: Chabot College and Las Positas College, during the next five (5) years.

If you are interested and qualified, please submit three (3) copies of your statement of qualifications by 2:00 p.m. on August 6, 2007. **Statements of Qualification** must be marked clearly on a sealed package "**RFQ No. E-08**" and delivered to:

Attn: Eva Chiu – Buyer
Chabot-Las Positas Community College District Office
5020 Franklin Drive
Pleasanton, California 94588

Qualifications will be prioritized based upon experience with comparable projects in environments similar to the Chabot - Las Positas Community College District Facilities Modernization Program. The Districts' standard contract agreement is available for review on the District's website: <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>.

**REQUEST FOR QUALIFICATIONS No. E-08
DSA APPROVED INSPECTOR OF RECORD SERVICES
For
CHABOT - LAS POSITAS COMMUNITY COLLEGE DISTRICT**

INTRODUCTION

The Chabot - Las Positas Community College District is soliciting from interested and qualified Consultants to provide DSA Inspector of Record Services (IOR) during the construction of several new facilities and various building modernizations, as well as civil and site improvements, and other specialty projects at the two (2) District campuses.

The District and the Facilities Modernization Program Projects

The Chabot-Las Positas Community College District is a public, two-year California Community College District founded in 1961 serving the San Francisco Bay Area, particularly southern Alameda County, through its two colleges: Chabot College in Hayward; and Las Positas College in Livermore. The Colleges specialize in providing education services for four-year university transfers, technical training, continuing education, contract education with local businesses and community cultural enrichment. The District serves in excess of 20,000 students and employs more than 1,200 faculty members and staff. A seven-member elected Board of Trustees sets policy for the District.

The registered voters of the nine communities elect them from the following trustee areas: Castro Valley, Dublin, Hayward, Livermore, Pleasanton, San Leandro, San Lorenzo, Sunol, and Union City.

The District has undertaken a major capital building program to implement the \$498 million Facilities Modernization Program approved by the voters in March 2004. The overriding goals of this program's repair, modernization and expansion efforts are to expand the existing college campuses as needed to serve the projected enrollment and to modernize them to a "like new" condition for another 40 years of service to students and the community as a whole. The bond funds will be apportioned approximately evenly between the two campuses.

A current list of projects can be found on the District's Measure B Website at <http://measureb.clpccd.cc.ca.us/district/bond/BusinessOpportunitiesRFQs.php>.

DSA Approved Inspector of Record Services anticipated in response to this RFQ are intended for those projects undertaken within the next five (5) years from the date of awards under this RFQ. The District has determined that the projects to be designed will be those of the following type facilities and include both new facilities and modernizations, renovations, and repairs to existing facilities:

- Classrooms
- Laboratories
- Lecture Halls/Facilities
- Performing Arts Centers
- Science Buildings/Planetarium
- Swimming Pools/Tennis Courts/Playing Fields/other Athletic Facilities
- Child Development Centers

IT Support Facilities
M&O Warehouse Facilities
General Offices

The DSA Inspector(s) of Record will act as the agent of the Division of State Architects at the project site and report to both the Division of the State Architect and the District's Project Planner/Managers and Construction Management consultants. The IOR will act as the agent of the District at the project site to insure that the project is constructed according to the approved plans and specifications. The District's Project Planner Managers will provide direction to the IOR.

SCOPE OF CONSULTANT SERVICES

Refer to Attached Exhibit A, which will become an exhibit to the Contract.

TIME SCHEDULE FOR CONSULTANT SERVICES

The intent of this Request for Qualifications (RFQ) is to establish of a list of qualified professionals eligible to provide necessary services for specific projects as determined by the District. The District proposes to negotiate Consultant Service Agreements for Inspector of Record Services as necessary to meet the ongoing needs of the Program. The District anticipates letting multiple contracts in order to meet the overall needs of the Program and based upon the professional capabilities of the Proposers, geographic and workload considerations.

TECHNICAL QUESTIONS

Please direct all questions in writing to the Purchasing and Warehouse Services Department:

Eva Chiu, Buyers Capital Projects
Chabot - Las Positas Community College District
5020 Franklin Drive
Pleasanton, California 94588

Telephone: (925) 485- 5229
Fax: (925) 485-5253
Email: echiu@clpccd.org

The last day for questions is July 24, 2007.

QUALIFICATION REQUIREMENTS

QUALIFICATION SUBMITTAL AND SELECTION PROCEDURE

A. SUBMITTAL REQUIREMENTS

Applicants must follow the required Proposal Format. List all proposed deliverable items, required meetings and/or critical milestones project schedule.

B. SELECTION PROCESS

The District shall review the qualifications for the Inspectors of Record Services proposed to determine his/her competency to perform the required inspection. The qualification review shall include a review of resumes with an appraisal of the candidates' education, similar project experience, project successes and may include an interview.

C. SELECTION SCHEDULE

August 6, 2007	Qualification Submittals due
August 6, 2007	Selection Committee Convenes
August 7, 2007	Notification to Proposers
August 13, 2007	Establish Consultant Agreements

PROPOSAL FORMAT

The purpose of this proposal is to demonstrate your firm's ability to provide the required DSA-Inspector of Record Services. A major consideration will be expertise in Public Works Inspection. Consultants are urged to submit concise proposals, appropriate to the scale and duration of the Program and only include items that are relevant to this specific RFQ. Also, for the selection committee's ease in reviewing proposals, please index and number all pages.

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - A. Type of organization, size, professional registration, certifications, and affiliations.
 - B. Outline of recent projects completed that are directly related to the District's Planned Projects. Consultant is required to demonstrate specific project expertise relating to the requirements of the Project Description and Scope of Services described in Exhibit A. Include examples of successes in assisting the project team in meeting construction quality, budgets and schedules.
 - C. Names, experience and qualifications each individual proposed for assignment.
 - D. Qualifications of any proposed sub-consultants or joint venture firms, if appropriate.
 - E. Client references from recent related projects, including the name, address and phone number

of the individual to contact for referral.

- F. Qualifications and classifications of each individual to conduct DSA IOR services.
- G. Qualifications and classifications of the proposer to conduct "Special Inspections" as defined in the California Building Code.
- H. Any additional applicable certifications (PE, ACI, ICBO, etc.)
- I. Current and or projected workload and availability.

4. Philosophy and Approach to Inspections

- A. Summary of philosophy and approach.
- B. Provide a description of the organizational structure and staffing to be used for the Project.
- C. Identify the specific individual (s) who will interface with the District as single point of contact.

5. Fees, Insurance and Indemnification

A. Fees:

- 1. Propose hourly rates and a monthly rate to perform inspection and related services, as specified under: Scope of Consultant Services, Exhibit A.
- 2. Provide a listing of costs for other expenses such as mileage, per diem, weekend and holiday work.
- 3. Submit an itemized fee schedule as the basis for extra services
- 4. The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.
- 5. District will provide at no charge a field office, desk and chair, photocopier, telephone and fax at the jobsite. Consultant will be responsible for providing his/her own vehicle, special equipment, personal computer, printer, clerical support and any other goods or supplies necessary to perform services as required by this contract.

B. Insurance & Indemnification:

- 1. Selected individuals or firms will be required to execute the District's Standard Form of Agreement. The agreement is available for review at the District website:
<http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>.

EXHIBIT A - SCOPE OF CONSULTANT SERVICES

The scope of Consultant Services is included in this document to assist individuals and firms in developing their qualification submittals. All submittals shall be based on, but not limited to, the services listed below. Upon successful completion of contract negotiations and issuance of a contract Notice to Proceed, the Consultant will be responsible for the following:

- A. General.** The IOR shall act as an agent for the Owner at the project site. Ensure compliance with code, plans, specifications and quality control required of a public works facility. Issue correction and stop work notices and notify the Construction Manager and owner in writing if work does not conform to contract documents.
- B. Relations with the Project Team.** All inconsistencies or suspected / apparent errors in the plans and specifications shall be reported promptly to the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to insure compliance with the approved drawings and specifications.

Request interpretations and clarifications of the approved contract drawings and specifications when necessary from the Architect via the Construction Manager.

Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response. Provide required reports to the Division of State Architect.

C. Facilities and Equipment.

District and or General Contractor will provide a field office, desk and chair, photocopier, telephone and fax at the jobsite. Consultant will be responsible for providing his/her own vehicle, and special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by this contract.

D. Inspection Duties

1. General

The IOR must possess actual knowledge obtained by his or her personal inspection of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed.

2. Special Inspection

- a. Special Inspection by Inspectors specially approved by the District may be required on all of the following, as applicable:
 1. Masonry construction
 2. Ready-mixed concrete batching

3. Geotechnical / soil compaction
 4. Important steel fabrication
 5. High-strength steel bolt installations
 6. Welding
 7. Electrical and Mechanical work
 8. Others
- b. Special Inspections may be performed by the IOR if he/she has been specially approved for such purposes. Where other Special Inspectors are required to comply with DSA and/or CBC requirements, the IOR shall manage coordination, scheduling, and timely reporting of results to the Construction Manager.
 - c. The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.
3. **Job File.** The IOR shall keep a current and up to date file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file.
 4. **Construction Procedure Records.** The IOR shall keep a record of certain phases of construction procedures including, but not limited to the following:
 - a. Concrete pouring operations. The records shall indicate time, date and location of placing concrete and the time, date and location of removal of forms in each portion of the structure.
 - b. Welding operations. Thy record shall include identification masks of welders, lists of defective welds, manner of correction of defects, etc.
 - c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.
 5. **Deviations.** The IOR shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the Construction Manager and to the District.
- Failure on the part of the IOR to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibilities to complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.
6. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing the Contractor's monthly payment request.
 7. Submit, **on a daily basis**, an activity report to the Construction Manager, including the following information as it pertains to work inspected:

1. Activities performed by the Contractors, and areas where work are performed.
 2. Manpower assigned to each Contractor and Subcontractor
 3. Equipment and materials delivered to the site.
 4. Weather conditions.
 5. Construction equipment and vehicles utilized
 6. Nature and location of the work being performed
 7. Verbal instruction and clarifications of the work given to the Contractor
 8. Inspection by representative of regulatory agencies
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time
 10. List of telephone calls made of a substantial nature, including statements or commitments made during the call
 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activation the pad of the Contractor. Note corrective actions taken.
8. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erection, all finishes, electrical, mechanical, fire alarm, etc.
 9. Attend all meetings as requested in contract documents and requested by the District, such as billing meetings, specification review, coordination, progress, and pre-subcontract.
 10. Assist the Construction Manager and District in scheduling all required tests and testing lab visitations required by the Contract Documents. Observe and record dates and times of all test procedures.
 11. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery to the job site.
 12. Submit to the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specification as originally issued.
 13. Assist in review the Contractor's Payment Requests at billing meetings.
 14. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager.
 15. Assist in the review of Contractor's Submittals.
 16. At completion of the project, deliver all inspection records and project correspondence to the Construction Manager.
 17. Prior to commencement of work, IOR will cooperate with the Construction Manager and the Architect to develop an Inspection Plan for the project.

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)
_____. I declare, state and certify to all of the following.
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Contractor's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature) (Handwritten or Typed Name)

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ATTACHMENT B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

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ATTACHMENT C

FEE FORM
IOR/PI Services

RATES	Regular	Overtime
	Class I	Class I
Hourly Rate*		

Minimum hours charged per Trip: _____Hrs.

* Hourly rates include all costs, travel, overhead, insurance and profit.
Rates shall remain in effect for one year and are subject to change base mutual agreement.

Note: Cost of on-site space, equipment, utilities, and incidentals shall be negotiated separately per each project.