



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTANT SERVICES**

For

Project Inspection Services – Project Inspector (PI)

Diablo Valley College

D-611 Student Services, Culinary Arts, Food Services, and Commons

DSA APPLICATION #111139

CCCCD Project Number D-611

February 17, 2011

PART 1 – GENERAL

1.1 INTRODUCTION

The Contra Costa Community College District (District), acting through its Governing Board, is seeking Request for Qualifications (RFQ) from Professional Consultant Firms and or Professional Consultant Individual Inspector to provide comprehensive DSA-Project Inspector Services and special inspection Services for the D-611 Student Services, Culinary Arts, Food Services, and Commons Project at Diablo Valley College .

The Request for Qualifications (RFQ's) shall be **due at 2:00 PM. Friday, March 4, 2011** at the Contra Costa Community College District office located at 500 Court St, Martinez, CA 94553. Submittals shall be time stamped by the Officer on Duty at the Lobby. Please send one (1) original and five (5) copies of requested materials to:

**Purchasing Department
Contra Costa Community College District
500 Court Street, Martinez, CA 94553
Attn: Jovan Esprit,
Contract Manager
Phone: (925) 229-1000, ext. 1247**

1.2 THE DISTRICT

The Contra Costa Community College District was established in 1949 and serves the residents of Contra Costa County. It is the eighth largest multi-college community college district in California. The District Office is located in historic downtown Martinez. The District operates through three colleges and two centers.

1.3 PROJECT DESCRIPTION:

The Project consists of a new Student Services, Culinary Arts, Food Services building, and an exterior Commons area. The building is approximately 85,000 gross square feet, and will be constructed in two halves to be linked in the final phase of the Project with multiple construction phases. The site for the building and Commons area is approximately 3.5 acres. The Project is at the bidding phase and will be procured as a Design-Bid-Build Project. The Consultant selected to provide Project Consulting Services is expected to work with the Architect (Steinberg Architects), the DISTRICT, the College, Testing Laboratory, and other special inspector will be required as an integral member of the Project team to provide comprehensive PROJECT INSPECTOR Services that meets the needs of the DISTRICT and College within the Project program, budget and schedule. The PROJECT INSPECTOR Consultant will be hired by the DISTRICT as a Consultant contractually independent of the Architect.

1.4 PROJECT OBJECTIVE INCLUDES:

SCOPE OF SERVICES:

The DISTRICT will procure the services of a PROJECT INSPECTOR team to provide comprehensive professional services for Project Inspection and special Inspections for the Student Services, Culinary Arts, Food Services, and Commons. The consultant shall carry out the responsibilities delineated in the scope of PROJECT INSPECTOR Services set forth below. Such services shall be performed consistent with the standard of care for professionals performing similar services.

The PROJECT INSPECTOR shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by a Project Inspection Consultant.

PART 2 – PROJECT INSPECTOR (PI) SERVICES AND RESPONSIBILITIES

2.1 ALL ON-SITE INSPECTION SERVICES, INSPECTION-RELATED ACTIVITIES, AND SPECIAL INSPECTIONS

- A. **All On-Site Inspection Services and Inspection-Related Activities.** The PROJECT 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.

- B. **Special Inspections**
 - 1. The PROJECT INSPECTOR shall, if directed by the DISTRICT or the Architect, perform Special Inspections or oversee Special Inspections by specialty approved inspectors.
 - 2. Special Inspections may be performed by the PROJECT INSPECTOR if PROJECT 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 Project Manager, the Architect, and the 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.

2.2 ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

The PROJECT INSPECTOR shall follow accepted industry practices and comply with all federal, state and local laws and ordinances applicable to the work.

2.3 TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, DIVISION OF THE STATE ARCHITECT

The PROJECT 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") inspection rules and regulations. (See attached Exhibit "A".)

2.4 CONTINUOUS INSPECTION

The PROJECT INSPECTOR shall perform continuous inspection of the Project during the work of construction in all stages of its progress. 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 PROJECT 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 shall prevent the INSPECTOR from providing continuous inspection.

2.5 PROJECT INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The PROJECT INSPECTOR shall become sufficiently acquainted with the PROJECT and the agreements between the DISTRICT and the Architect, Project Manager, and Contractor, to allow for the PROJECT INSPECTOR's effective and productive interface between the DISTRICT, the Architect, the Project Manager, Testing Lab, the Contractor, and governmental agencies, including, but not limited to, local and state agencies.

2.6 JOB SITE MEETINGS

The PROJECT INSPECTOR shall, as directed by the Architect, the DISTRICT, or the Project Manager, attend meetings held at the Project site or the DISTRICT Facilities or other location identified to the PROJECT INSPECTOR by the DISTRICT. Such meetings shall include, but are not limited to, billing meetings, specification reviews, coordination, and progress.

2.7 PROJECT INSPECTOR'S RELATIONSHIP WITH ARCHITECT

The PROJECT INSPECTOR shall consult with and work under the general direction of the Architect during the construction and installation of all phases of the Project. Prior to commencement of work, the PROJECT INSPECTOR shall cooperate with the Architect and DISTRICT to develop an Inspection Plan for the entire Project. The PROJECT INSPECTOR shall obtain from the Architect additional details or information when required at the Project for the proper execution of the Project. The PROJECT INSPECTOR shall assist in the review of Contractor's submittals. The PROJECT INSPECTOR shall review the plans and specifications. All inconsistencies or seeming errors noted by the PROJECT INSPECTOR in the plans and specifications shall be immediately reported by the PROJECT INSPECTOR, with written confirmation at the earliest possible time thereafter, to the Architect, with a copy to the DISTRICT and Project Manager, for the Architect's interpretation and instructions relating thereto.

2.8 PROJECT INSPECTOR'S RELATIONSHIP WITH CONTRACTOR

The PROJECT INSPECTOR shall, through the Contractor's representative, maintain liaison with the Contractor and all subcontractors, suppliers, and installers during entire phases of Project construction.

2.9 GOVERNMENTAL AGENCIES HAVING JURISDICTION

- A. **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 PROJECT INSPECTOR shall accompany such governmental inspectors during their visits through the PROJECT, and record in writing and report to the Project Manager, the Architect and DISTRICT the results of such governmental inspections.

- B. **Notifications to Government Agencies and Inspectors.** The PROJECT INSPECTOR shall notify the governmental agencies and inspectors have 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.

2.10 PROJECT INSPECTOR'S JOB FILES

The PROJECT 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 PROJECT

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 PROJECT INSPECTOR, as a condition of PROJECT 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.

2.11 INSPECTORS DAILY RECORDS

The PROJECT INSPECTOR shall maintain daily inspector reports and job files that are thorough, complete and orderly and deemed by the PROJECT 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 PROJECT INSPECTOR's inspection thereof within forty-eight (48) hours of Contractor's delivery to the job site and PROJECT 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 statement 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 Project Manager, 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.

2.12 PROJECT INSPECTOR'S VERIFIED AND SEMI-MONTHLY REPORTS

The PROJECT 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 as a minimum:

- a. A brief description of the work in progress by each trade or Contractor with an estimate of the percentage completed to date.
- b. Notation of progress or other Project related meetings conducted on site.
- c. Notice of official visitors to the site to include the dates of their visit and a brief description of their visit.

- d. Notation of all approved submittal, change orders, bulletins, and requests for information or clarification received by the Contractor from the Architect or Project Engineer.
- e. Notation of all correction notices or notices of non-compliance issued to the Contractor (include a copy of such notices with the report.)
- f. Notification of any situation or development that may have an adverse impact on construction activities or delays in material delivery.
- g. Notation of the average number of workers and foremen on site each day for the report period.
- h. Notice of any delays due to adverse weather conditions including a brief description of the circumstances and any work that was impeded.
- i. Notation of any deviation from the Contractor's approved construction schedule.
- j. Certification that the construction activities and materials comply with approved Project documents unless otherwise specifically noted in the report.

2.13 PROJECT INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

- A. **Maintain all Records.** The INSPECTOR shall maintain all of PROJECT INSPECTOR's inspection records of construction procedures on the PROJECT jobsite until the completion of the work. The PROJECT INSPECTOR shall maintain a record of phases of construction procedures, if such construction procedures are required.
- B. **Concrete-Pouring Operations.** The PROJECT 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.
- C. **Welding Operations.** The PROJECT INSPECTOR's records shall include identification marks of welders, lists of defective welds, manner of correction of defects, and any other relevant information.
- D. **Piles.** The PROJECT INSPECTOR's records shall, when piles are driven for foundation, include penetration under the last ten (10) blows for each pile.

2.14 TESTS

- A. **Advise in Advance, Observe and Record.** The PROJECT INSPECTOR shall advise the Architect, the Project Manager, and the DISTRICT in advance, verbally and in writing, of the schedule of tests and shall observe the tests at the Project site that are required by the Construction Contract. The PROJECT INSPECTOR shall record in writing all necessary details relative to the test procedures and results.
- B. **Testing Services for Observation.** The PROJECT INSPECTOR shall observe and record all testing services.

2.15 CERTIFICATION DOCUMENTATION

The PROJECT INSPECTOR shall ensure that all required certification documentation relative to the PROJECT is received in a timely manner by the Project Manager, and the DISTRICT.

2.16 CONTRACTOR'S DEVIATIONS IN THE WORK

Whenever the PROJECT INSPECTOR observes that the Contractor is performing any portion of the PROJECT in deviation from the approved plans, specifications or in violation of any local, state or federal codes, or contrary to approved revisions to any of the above, the PROJECT INSPECTOR shall, if such deviation or violation is not immediately corrected by the Contractor when brought to the attention of the Contractor by the PROJECT INSPECTOR, immediately direct the Contractor in writing, while simultaneously notifying the Architect, the Project Manager 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 PROJECT INSPECTOR shall deliver copies of the writings referred to in this paragraph to the DISTRICT within twenty-four (24) hour of PROJECT INSPECTOR's origination of the writings.

2.17 DEFECTIVE WORK

If the PROJECT INSPECTOR determines that any portion of the PROJECT is defective and such defect requires that portion of the work to be rejected, the PROJECT INSPECTOR shall immediately report said defective work to the Architect, the Project Manager, and the DISTRICT. The PROJECT INSPECTOR's initial report regarding such defective work may be

either verbal or in writing, whichever form is deemed more appropriate by the PROJECT INSPECTOR under the circumstances. However, if such initial report is verbal, the PROJECT INSPECTOR shall confirm said verbal report in writing within one (1) calendar day.

2.18 FAILURE TO NOTIFY THE ARCHITECT, THE CONSTRUCTION MANAGER AND THE DISTRICT

PROJECT INSPECTOR's failure to notify the Architect, the Project Manager, and the DISTRICT of work not in compliance with the plans and specifications shall constitute a material breach of contract and may be cause of termination of the AGREEMENT by the DISTRICT.

2.19 CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

The PROJECT 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 PROJECT 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 Project Manager, and the DISTRICT.

2.20 PAYMENT REQUESTS

The PROJECT INSPECTOR shall review the Contractor's pay requests prior to the issuance of the Architect's and Contractor's certificate of payment to the Project Manager, and the DISTRICT and indicate whether amounts claimed by the Contractor are, in the PROJECT INSPECTOR's opinion, correct. The PROJECT INSPECTOR's approval of pay requests shall be shown by signature of the PROJECT INSPECTOR on the pay request.

2.21 CONSTRUCTION AT EXISTING FACILITIES

The PROJECT INSPECTOR shall, where existing facilities are to be maintained in operation during the PROJECT, assist as a liaison between the Project Manager, the DISTRICT and the Contractor in order to prevent materially adverse disruption to the DISTRICT's operations at or near the PROJECT site.

2.22 OCCUPANCY OF FACILITY

The PROJECT 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 Project Manager, 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.

2.23 AS-BUILT DRAWINGS

The PROJECT INSPECTOR shall review and verify the adequacy and accuracy of required As-Built drawings prepared by the Contractor, as set forth in the Construction Documents, 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.

2.24 PUNCH LIST ITEMS

The PROJECT 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.

PART 3 – INSURANCE REQUIREMENTS – PROJECT INSPECTOR

3.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

The PROJECT INSPECTOR shall comply with all applicable federal, state and local laws, rules regulations and ordinances, including works compensation insurance laws. The PROJECT INSPECTOR understands that, as an independent Contractor, PROJECT INSPECTOR is not covered by any type of DISTRICT insurance, including workers compensation insurance. The PROJECT INSPECTOR shall provide, through insurance policies or self-insurance, works compensation insurance coverage for its employees who provide services hereunder. The

DISTRICT understands that the PROJECT INSPECTOR may use independent Contractors, volunteers or others not covered by the PROJECT INSPECTOR's workers compensation coverage to provide services hereunder. The PROJECT INSPECTOR shall advise such persons providing services hereunder at the direction of the PROJECT INSPECTOR that workers compensation insurance is not provided by the DISTRICT, and the PROJECT INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

3.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the PROJECT INSPECTOR is a self-employed individual, the PROJECT 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 PROJECT INSPECTOR did not arrange for which may be required due to any injuries of any type that may be sustained by the PROJECT INSPECTOR while performing services under this AGREEMENT. The PROJECT 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 PROJECT INSPECTOR shall not relieve the PROJECT INSPECTOR or PROJECT INSPECTOR's financial responsibility for the cost of medical and related treatment.

3.3 GENERAL LIABILITY INSURANCE

The PROJECT INSPECTOR shall carry and maintain during the term of this AGREEMENT a policy of comprehensive General Liability with a limit of not less than \$1 million (\$1,000,000) per occurrence and \$2 million (\$2,000,000) aggregates. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the PROJECT INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages.

3.4 AUTOMOBILE LIABILITY INSURANCE

The PROJECT 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 PROJECT INSPECTOR's services herein. The PROJECT INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage and loss. On an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Services Provider with limit of liability for \$1 million (\$1,000,000) each accident.

3.5 WORKERS COMPENSATION INSURANCE

With liability limits of \$1 million (\$1,000,000) and other limits as required under California Law; (if applicable.)

3.6 ADDITIONAL INSURED ENDORSEMENT

Contra Costa Community College District
Diablo Valley College
D-611 Student Services, Culinary Arts, Food Services and Commons

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The DISTRICT, its officers, employees, representatives, volunteers, and agents shall be covered as additional insured

3.7 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 PROJECT INSPECTOR's services herein, the PROJECT 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 PROJECT INSPECTOR shall maintain such insurance from the time that the PROJECT INSPECTOR commences performance of services hereunder until PROJECT INSPECTOR's completion of such services. Within sixty (60) days of the commencement of this agreement, the PROJECT INSPECTOR shall furnish certified copies of the policies and all endorsements.

3.8 ADDITIONAL NAMED INSURED

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.

3.9 WAIVER OF SUBROGATION RIGHTS

PROJECT 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.

3.10 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above shall primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

3.11 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 of insurance coverage or higher coverage limits shall be made by amendment to this Agreement. PROJECT INSPECTOR agrees to execute any such amendment with thirty (30) calendar days of receipt.

PART 4 – SUBMISSION REQUIREMENTS

4.1 Prescribed RFQ Format. RFQs submitted in formats other than that prescribed below may, at the sole discretion of the DISTRICT, be rejected. All Sections identified in following sections below must be included for the RFQ to be considered complete.

4.2 RFQ Format Requirements. RFQs – one (1) original and five (5) copies – should be submitted bound or in three-ring binders on 8 ½” by 11” paper, single-sided, with consecutive page numbers. Sections should be divided by labeled tabs that correspond to the Sections identified in Paragraph 4.3 below. Each section should conform to the page limits specified herein.

4.3 Content and Order of RFQ. The RFQ should contain the following sections in the order presented below. Candidates are instructed to note page limits and numerical scoring.

Section Title	Page Limit	Points
Section A: Letter of Interest/Cover Letter	2	5
Section B: Statement of Qualifications/Experience	23	60
Section C: Fee Schedule	2	20
Section D: Capacity	2	10
Section E: Litigation History	1	5
Total	*30	100

*(30) Pages do not include cover pages and tab/divider sheets

Section Requirements are as follows:

Section A: Letter of Interest/Cover Letter

The RFQ should be introduced with a Letter of Interest that presents a statement of interest with a brief description of the individual or firm including qualifications for providing the requested services. Include all of the following:

- a. Individual or firm name with address, telephone/fax numbers, email address
- b. Contact name and title
- c. Years of business

- d. Number of current employees (if a firm)
- e. Type of business organization (if a firm)

Section B: Statement of Qualifications/Experience

Provide comprehensive detailed resumes, qualifications and experiences of the individual or firm for all proposed personnel including specific qualifications and recent related experience providing similar services. Include, but are not limited to, the following data and any other relevant information for the DISTRICT to evaluate:

- a. Provide copy of DSA Class-1 Certification (required valid DSA Certification Class-1 at the time of RFQ submittal, training)
- b. Provide educational degree
- c. Provide all related educational and professional certification
- d. Provide all training and professional certification (PE, ACI, ICBO, OSHPAD, etc.)
- e. Provide list of related experience, and similar educational projects
- f. Project experience with focus on educational qualifications (include school district, Project name, location, name of A/E firm, construction value, Project type – K-12 Projects, community colleges and higher education Projects, and duration of inspection assignment) with a list of references with contact names and phone numbers on at least five projects.
- g. Provide photo as part of your statement of qualifications/experience. (See Section B above for page limit.)

Section C: Fee Schedule

Submit a fee schedule for next three (3) years by proposed personnel including names, titles, fully burdened hourly rates and DSA Class. Be thorough and specific as this will form the basis of any Master Services Agreement that may be presented by the DISTRICT. The fee schedule must include the following:

- a. Base Fee (Hourly Rate) with \$_____ General Liability Insurance
- b. Base Fee (Hourly Rate) without \$_____ General Liability Insurance (See Exhibit B, Insurance Requirements)
- c. Weekend Hourly Rate Fees
- d. Other Reimbursable Expenses (if any)
- e. DISTRICT shall provide jobsite trailer for PROJECT INSPECTOR during construction of Project (with no cost to the PROJECT INSPECTOR.)

Section D: Capacity

Indicate the individual or firm’s proximity to the DISTRICT and availability to accomplish the work. List the proposed inspection staff’s current and anticipated availability over the next three (3) years.

Section E: Litigation History

List all construction-related litigation in the last five (5) years, filed either by an owner, owner's consultant or Contractor, against the individual or firm, or related to any Project for which the individual or firm provided inspection services.

5.4 Faxed or E-mailed RFQs will **NOT** be accepted at the sole discretion of the DISTRICT, and will be rejected as non-responsive.

5.5 Submittals received after 2:00 p.m., may, at the sole discretion of the DISTRICT, be rejected as non-responsive and returned unopened without review. It is the practice of the DISTRICT not to consider late submissions unless it is determined that a selection cannot be made from among the submittals received on time. In order to be considered "on time," submittal must either be date-stamped or bear a handwritten inscription by an authorized representative of the DISTRICT confirming receipt by the above-specified deadline. The date stamp is located in the DISTRICT office at main lobby.

The DISTRICT shall not be responsible for, nor accept as a valid excuse for late submittal deliver, any delay in mail service or other method of delivery used by the proposer.

5.6 RFQ Addendum/Clarifications. If it becomes necessary for the DISTRICT to revise any part of this RFQ, or to provide clarification or additional information after the submittal documents are released, a written addendum will be sent to each recipient of record of the original RFQ. Recipients of record are those parties which obtained a copy of the RFQ directly from the DISTRICT. Addendum will be sent by fax, E-mail and/or first-class U.S. Mail and will be posted to the DISTRICT Website at <http://> It shall be the responsibility of the proposers to inquire of the DISTRICT as to any addendum issued. This may be done by calling the Contracts Manager at (925) 229-1000, x1247 prior to the submittal- submittal deadline. All addendum issued shall become part of the RFQ.

In addition, responses to written questions received by the specified deadline will be incorporated in an RFQ addendum.

PART 6 – GENERAL REQUIREMENTS

6.1 Pre-contractual Expenses. Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its submittal in response to this RFQ; (2) submitting that submittal to the DISTRICT; (3) negotiating with the DISTRICT any matter related to this RFQ, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFQ. The DISTRICT shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their submittals.

6.2 No Commitment to Award. Issuance of this RFQ and receipt of submittals does not commit the

DISTRICT to award to contract. The DISTRICT expressly reserves the right to postpone submittal opening for its own convenience, to accept or reject any or all submittals received in response to this RFQ, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ.

6.3 Joint Offers. Where two or more proposers desire to submit a single submission in response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The DISTRICT intends to contract with single firms and not with multiple firms doing business as a joint venture.

6.4 Insurance. At all times during the term of this Agreement, the Consultant shall, at its own cost and expense, procure and maintain the types of insurance as detailed in Part 3. Consultants not able to meet these minimum insurance requirements will be disqualified.

6.5 Indemnification. Consultant shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligent, recklessness, or willful acts and/or omissions in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

6.6 Scope of Work. The PROJECT INSPECTOR shall be responsible for inspection of entire Project including specific items as indicated on the attached Exhibit "C".

6.7 Submit questions/requests for clarification to:

Jovan Esprit, Contract Manager
Contra Costa Community College District
500 Court Street, Martinez CA 94553
Phone: (925) 229-1000, Ext. 1247
Facsimile: (925) 370-7512
Email: JEsprit@4cd.edu

6.8 Interviews may be requested with the most qualified applicants at the sole discretion of the DISTRICT.

END OF DOCUMENT