**[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] School District**

**[DATE], 202\_**

**REQUEST FOR STATEMENT OF QUALIFICATIONS**

# FOR

**CONSTRUCTION-RELATED-SERVICES**

The [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] 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 construction-related 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**[ ]**  Engineering/ Surveying-Topographic [ ] Project Inspection (IOR)

**All Statements of Qualifications must be received on or before Monday, \_\_\_\_\_\_\_, 202\_, no later than \_\_:00 a.m./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 the indicated scope(s) of work. It is the intent of the district to utilize the approved list of firms for selection of consultants for projects during the next five (5) years. The 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 **fifteen (15) pages in length.** The 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 Director of Facilities is Sherrie Gruber (“Director”) and all construction-related service firms will work directly with the Director, her designee and/or District staff.

1.4 No Respondent or subcontractor required to be registered with DIR may be awarded a contract for a public works project unless registered with the DIR. DIR’s web registration portal is available at: [www.dir.ca.gov//dlse/dlsePublicWorks.html](http://www.dir.ca.gov//dlse/dlsePublicWorks.html).

 1.5 Respondents and all subcontractors required to be registered with the DIR must furnish electronic certified payroll records (eCPR) to the Labor Commissioner [specify weekly, bi-weekly or monthly] in PDF format. Registration at <https://apps.dir.ca.gov/eCPR/DAS/altlogin> is required to use the eCPR system.

 1.6 The District has a Disabled Veteran’s Business Enterprise (“DVBE”) participation goal of 3% per year of the overall dollar amount of state bond funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, as stated in Education Code Section 17076.11. As a condition precedent to final payment for the performance of any contract awarded to Respondent by the District, the District will require Respondent to provide to the District with: (1) written documentation identifying any amounts paid by Respondent to certified DVBE subcontractors and/or suppliers, and (2) a copy of any DVBE Certification Letter issued by the OPSC for each DVBE that participated in the performance of any contract awarded.

# 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 *I* 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 and/or community college 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 or 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 form of agreement attached as Exhibit "A" 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 if they are not submitted at or before this time.

**3. District's Evaluation *I* Selection Process**

3.1 The District intends to select the firm(s) that best meets the District's needs to perform the services as described in this RFQ and the attached form of Agreement (Exhibit "A"). 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 for a five (5) year period.

3.2 The District will evaluate qualifications based on the scoring criteria outlined in this section. Respondents who are not actively engaged in providing similar services or who cannot clearly demonstrate their ability to meet the District’s objectives and the RFQ minimum requirements will not be considered. The District shall be the sole judge of the qualifications and services to be offered, and its decision shall be final. Discussions may be conducted with Respondents who submit qualifications determined to be reasonably acceptable of being selected for award:

|  |  |
| --- | --- |
| **RFQ Scoring Criteria** | **Maximum Points**  |
| **Background –** qualifications, experience, resources, financial solvency | 15 pts |
| **Project Team & Management Structure -** amount of work self-performed, strength of proposed team, trainers, and management structure | 20 pts |
| **Project History & References -** relevant past project experience | 30 pts |
| **Project Approach –** approach to completing study, program development, project management, training, etc. | 10 pts |
| **Professional Fees/ Pricing Proposal**  | 25 pts  |

EXHIBIT A

Agreement for Services

 This AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 to this Agreement and made a part hereof by this reference 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 attached to this Agreement as Attachment “B” and made a part hereof by this reference as though fully set forth 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 parties may modify the project schedule by a mutually executed separate written agreement at any time. CONSULTANT will make all reasonable efforts to complete the PROJECT by the final date indicated in the project schedule 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. A schedule of said compensation is attached to this Agreement as Attachment “C” and is made a part of this Agreement by this reference 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.

5.2 For any work performed by CONSULTANT on District projects funded in whole or in part by state bond funds, as a condition precedent to final payment under this Agreement, CONSULTANT shall provide the District with: (1) written documentation identifying any amounts paid by CONSULTANT to certified DVBE subcontractors and suppliers; and (2) a copy of any DVBE Certification Letter issued by the Office of Public School Construction for each DVBE that participated in the performance of any contract awarded.

 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 CONSULTANTs 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).

18. DIR REQUIREMENTS. Services performed under this Agreement may be subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). If applicable, CONSULTANT and all subcontractors providing more than one-half of one percent of the contract value will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. CONSULTANT and all required subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Request for Qualifications using the DIR’s eCPR system which is available at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONSULTANT shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in this Agreement, and/or as required by the DIR. CONSULTANT shall permit DISTRICT, the DIR or their designee to interview CONSULTANT’s employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide DISTRICT, the DIR or their designee with such access to its employees.

19. Apprentices. If applicable, CONSULTANT shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

20. HOURS. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTSULTANT shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

21. ASSIGNMENT. The rights and obligations of the Parties will be binding upon and inure to the benefit of their respective successors and assigns.

22. Entire Agreement/amendment. This Agreement (including all exhibits attached), is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter addressed in this Agreement and supersedes all prior understandings with respect to that subject matter. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing. The parties do not intend to confer any benefit under this Agreement on any person, firm or corporation other than District and Consultant.

23. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to transactions to be performed wholly within the State of California. Each party agrees to submit to the initial jurisdiction of the courts of Kern County, California, as necessary to effectuate the terms of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_School District \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 “DISTRICT” “CONSULTANT”

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed/Printed Name Typed/Printed Name

**ATTACHMENT "A"**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

**SCOPE OF WORK – CEQA/DTSC COMPLIANCE:**

The District will have the need to procure professional services from a qualified CEQA/DTSC compliance specialist consultant as projects are developed to ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

The Project CEQA/DTSC Compliance Services Consultant’s Scope of Work includes, but is not limited to, the following:

* Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring and Reporting Program, and Findings as required under CEQA and Education Code Section 17213;
* Preparation of a Phase I Environmental Site Assessment as the initial task to comply with DTSC and CDE requirements; and
* Completion of a school siting safety evaluation as required by CDE for new school site acquisition.

**PROJECT INITIATION**

Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with CEQA and DTSC requirements. The meeting agenda shall include the following items:

A. Introduction of District staff and consultant's representatives who will perform the work

B. Discussion of potentially significant environmental issues, emphasis on controversial issues

C. Discussion of preliminary calendar of events

D. Discussion of preliminary distribution list for notices and CEQA documents

E. Discussion of preliminary budget

**CALENDAR OF EVENTS**

The consultant shall provide the District with a proposed calendar of events that show the following:

A. Date due

B. Date complete

C. Description of event

D. Responsible party

E. Related documents and activities

**DTSC COMPLIANCE**

A. Coordination and correspondence with DTSC.

B. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-13 or the latest revision thereof, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.

C. Coordination with DTSC for review of ESA.

D. Completion of a draft PEA work plan to expedite DTSC review process.

E. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA.)

F. Coordination and Correspondence with the CDE to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:

* High Voltage Power Transmission Lines
* Airports/Hazardous Air Emissions and Facilities Within a Quarter Mile
* Railroads
* Pressurized Gas, Gasoline, or Sewer Pipelines
* High‐Pressure Water Pipelines, Reservoirs, Water Storage Tanks
* Major Roadways
* Tsunami, Flood, and Dam Inundation
* EMF Frequencies

**INITIAL STUDY/NOTICE OF PREPARATION/SCOPING MEETING**

A. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.

B. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.

The Initial Study shall include:

A. Introduction and Environmental Setting (IS) – Purpose of study and general description of existing geographic character and immediate site vicinity.

B. Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified, or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.

C. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.

D. The consultant shall prepare a proposed distribution list for CEQA documents.

E. The consultant shall facilitate one or more scoping meetings.

F. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

**NEGATIVE DECLARATION**

A. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.

B. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

**MITIGATED NEGATIVE DECLARATION**

A. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare a draft MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance for review by the District. Once approved by the District, distribute same to responsible government agencies, interested parties and the public for comment.

B. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation and distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.

C. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

**ENVIRONMENTAL IMPACT REPORT**

Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:

A. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.

B. Agriculture Resources. The Draft EIR shall account for the existing use or past use of the project site for agricultural purposes.

C. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD)). All technical calculations shall be provided as an appendix to the Draft EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards

D. Biological Resources. The Draft EIR shall account for sensitive biological resources on the project site and whether the project has the potential to cause impacts to biological resources.

E. Cultural/Paleontological Resources. The Draft EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the Draft EIR as an appendix that discusses possible archaeological and paleontological resources, if any.

F. Geology and Soils. The Draft EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the Draft EIR as an appendix.

G. Hazards and Hazardous Materials. The Draft EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.

H. Hydrology and Water Quality. The Draft EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.

I. Land Use and Planning. The Draft EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.

J. Noise

a. The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.

b. The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.

K. Population and Housing

a. The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or most recent census data.

b. The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.

L. Public Services and Utilities

a. The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.

b. The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

c. In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.

d. The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

M. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on‐site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets.

N. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:

a. Cumulative impacts

b. Growth inducing impacts

c. Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented

d. Unavoidable adverse impacts

e. Alternatives Analysis ‐ the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.

O. Executive Summary. The Draft EIR shall include a reader friendly, non‐technical executive summary.

P. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

**REVIEW OF DRAFT EIR BY DISTRICT PRIOR TO CIRCULATION**

A. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re‐review by the District and the consultant.

B. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

**RESPONSE TO COMMENTS ON EIR DURING PUBLIC REVIEW PERIOD**

A. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.

B. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non‐technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

**RESOLUTION; FINDINGS OF FACT; STATEMENT OF OVERRIDING CONSIDERATIONS**

A. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.

B. The consultant shall assist in the preparation of the related resolution for adoption by the Board of Trustees that certifies that the Final EIR as adequate and complete.

C. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.

D. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations.

**ADVERTISEMENT OF DOCUMENTS AND ENTERING CEQA DOCUMENTS INTO PUBLIC RECORD**

A. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.

B. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs with no monetary mark-up.

**PROJECT MANAGEMENT AND ATTENDANCE AT PROGRESS MEETINGS**

A. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.

B. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.

C. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.

D. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

**PROGRESS REPORTS**

A progress report shall accompany the monthly invoice that shows the following:

A. Summary of work completed during the previous month as it relates to the work schedule

B. Summary of work to be completed during the current month as it relates to the work schedule

C. Discussion of problem areas or project issues.

**REPORTS**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

A. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.

B. Proof of all required response/filing of environmental studies and reports to the State of California.

C. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local and state agencies.

D. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application response. Deliver to District one hard copy and one electronic copy.

**TIME**

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above. Schedule as below or as agreed upon by the District and Consultant.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit notification of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments and revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30- day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and provide notification of final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

**QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice related engineering, geology, and other disciplines as required by CEQA/DTSC and all other agencies having jurisdiction. All document(s) submitted shall bear the licensed/certified professional’s seal and statement to that effect.

**USE OF CONSULTANT’S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Consultant’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

**HOLD HARMLESS/INDEMNIFICATION**

The Consultant shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by any Agreement.

As the consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in any Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in any Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist. If applicable, prevailing wages shall be paid and certified payroll submitted to the Department of Industrial Relations.

**CONTACT**

# We look forward to receiving a response from your respondent. If you have any questions regarding this RFQ, please contact [NAME], [TITLE], at [EMAIL] or [PHONE].

**SCOPE OF WORK – GEOTECHNICAL ENGINEERING TESTING SERVICES:**

The District will have the need to procure professional services from a licensed civil engineer/geotechnical engineer/geologist (Engineer) as projects are developed to ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The Engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

The Engineer’s Scope of Work includes, but is not limited to, the following:

**BORINGS**

The location and depth of the proposed borings proposed by the Engineer shall be submitted by the Engineer for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K-12 school construction. If the Engineer finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Engineer.

If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Engineer shall immediately consult with the Architect of Record for the Project.

The Engineer shall advise the Architect of Record and District as to any further exploration and testing required to obtain information that the Engineer requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the District after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.

Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to, ASTM standards D1586, D1587 and D2113.

Field logs and boring maps shall be prepared either by the Engineer or by an experienced soils technician acting under the supervision of the Engineer. All samples shall be preserved by the Engineer until all foundations are complete and accepted by DSA.

**DRILLING AND SAMPLING METHODS AND PROTECTION OF PROPERTY**

The Engineer shall contact the District and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Engineer is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. Engineer shall reasonably restore the site to the condition existing prior to the Engineer’s entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

Field logs and boring maps shall be prepared either by the Engineer or by an experienced soils technician acting under the supervision of the Engineer. All samples shall be preserved by the Engineer until all foundations are complete and accepted by DSA.

**PERCOLATION TESTING**

The Engineer shall perform percolation testing at three (3) locations agreed upon between the District, Architect of Record, and Engineer. The Engineer will also prepare and deliver the following tangible work products to District:

**REPORTS**

The Engineer shall prepare both draft and final reports reflecting the results of all investigations, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form and in electronic form of PDF.

**FIELD AND LABORATORY REPORTS**

The Engineer shall prepare reports in accordance with the items listed below:

1. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Engineer preparing the reports. The Report shall:
2. Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
3. Identify the ASTM standards or other recognized standard sampling and test methods utilized;
4. Provide a plot plan giving dimensioned locations, size, and depths of test borings, and percolation testing locations.
5. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave‐in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
6. Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;

ii) Provide appropriate subsurface profiles of rock or other bearing stratum;

iii) Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,

iv) Report all laboratory determinations of soil properties.

**DISPOSAL OF SAMPLES**

After all laboratory tests have been completed, dispose samples after foundation installation is complete and accepted by DSA.

**FOUNDATION ENGINEERING EVALUATION AND RECOMMENDATIONS**

The Engineer shall analyze the information developed by investigation or otherwise available to the Engineer, including those aspects of the subsurface conditions that may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:

1) Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement

2) Anticipation of, and management of, groundwater for design of structures and pavements

3) Lateral earth pressures for design of walls below grade, including backfill, compaction and sub-drainage, and their requirements

4) Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements

5) Subgrade modules for design of pavements or slabs

6) Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems

7) Stability of slopes

8) Seismic activity

9) Frost penetration depth and effect

10) Analysis of the effect of weather or construction equipment or both on soil during construction

11) Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas

12) Evaluation of depth of material requiring rock excavation and methods of removal

**REPORT RESPONSE AND APPROVAL**

A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for response to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project. Two (2) bound copies and an electronic copy shall be delivered to the District.

**CONSTRUCTION PHASE SERVICES**

Respond to all RFI’s generated related to the Engineer’s report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217. During performance of the Services, the Engineer will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule or as indicated on the Purchase Order:

|  |  |
| --- | --- |
| **STATUS REPORT FOR ACTIVITY**  | **DUE DATE**  |
| A. Work plan and Schedule for Completion of Services  | NTP + 3 days  |
| B. Completion of Boring, Drilling, Sampling, and Testing Activities  | NTP + 15 days  |
| C. Draft Geotechnical Engineering Report for District Review and Comments  | NTP + 25 days  |
| D. Final Geotechnical Engineering Report for District Approval  | NTP + 30 days  |

**TIME**

The final geotechnical engineering report shall be completed and electronic files transmitted within 30 calendar days of the notice to proceed or by the date shown on the Purchase Order.

**PROTECTION OF PROPERTY**

The Engineer shall contact the District for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor’s entry, including but not limited to, repair of lawns and plantings.

**QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice geotechnical engineering and/or geology, and the document(s) submitted shall bear the licensed professional’s seal and statement to that effect. Prevailing rates are to be paid, certified, and submitted to the District, if applicable.

**USE OF CONSULTANT’S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Engineer’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Engineer. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice in the State of California.

**HOLD HARMLESS/INDEMNIFICATION**

The Engineer shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by any Agreement.

As the consultant respondent is not an employee of the District, it is understood the consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in any Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

**CONTACT**

We look forward to receiving a response from your respondent. If you have any question regarding this RFQ, please contact **[NAME], [TITLE], at [EMAIL] or [PHONE].**

**SCOPE OF WORK – LEAD, ASBESTOS, AND HAZARDOUS MATERIALS SURVEY AND TESTING:**

The District will have the need to procure professional services from a licensed and/or certified Lead, Asbestos, and Hazardous Materials survey and testing laboratory consultant as projects are developed to ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

The Project Lead, Asbestos, and Hazardous Materials Survey and Testing Lab’s Scope of Work includes, but is not limited to, the following:

**PRE-CONSTRUCTION PHASE**

**Asbestos-Related Consulting Services**

1) Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos‐related services.

2) Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.

3) Meet with District Project Manager and where applicable, other consultants, to perform on‐site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.

4) Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.

5) Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.

6) Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.

7) Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

8) Prepare appropriate work plan for specifications.

**Lead Based Paint and Other Lead-Related Consulting Services**

1) Provide staff with State of California, Department of Health Services Lead Certification to perform lead‐related services.

2) Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.

3) Meet with District and where applicable, other consultants, to perform on‐site inspections of the locations involved in the project to determine where lead‐based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.

4) Areas of deteriorated paint or other lead‐containing materials may need to be identified so that loose and flaky paint, or other potential lead‐containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.

5) Lead‐based paint testing will be performed using a portable X‐ray fluorescence (XRF) analyzer.

**Hazardous Materials Consulting Services**

Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited lab using chain-of-custody procedures to collect and transport samples.

The following items require sampling:

* Polychlorinated Biphenyl (PCB) Ballasts including capacitors
* Mercury thermostats and light switches and fluorescent light tubes
* Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
* Hydrocarbon‐containing equipment (door closers)
* Lead (lead‐acid batteries)
* Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

**Evaluation of Soil Conditions**

1) Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole‐mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well-being of students.

2) To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency and Department of Toxic Substances Control (DTSC) regulations.

3) Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step‐out" positions to define the extent of soils with lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

4) After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

**CONSTRUCTION PHASE**

During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:

* Attend all necessary construction meetings during the course of abatement work
* Review abatement contractor responses
* Provide on-site inspections with daily reports and photos of abatement work
* Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
* Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and documentation of the removal of all asbestos, lead and hazardous materials.
* Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
* Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA, ASHRAE and EPA approved methods.
* Complete written reports on all activities performed.
* Consultation on remedial action and contractor selection.
* Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
* Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission Electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
* An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
* Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.
* The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

**CLOSEOUT PHASE**

* Verify the Uniform Hazardous Waste Manifest has been reviewed for completeness a minimum of 48 hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
* Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms. Deliver to District one hard copy and one electronic copy.

**REPORTS**

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

**Assessment Reports, Abatement Plan, and Final Closeout Report**

1. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.

2. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, aid HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by District, the specifications will allow for one 8‐hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the District’s needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit‐testing.

3. Preparation of a final report describing and quantifying identified friable and non‐friable ACMs associated with the property.

4. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms. Deliver to the District one hard copy and one electronic copy.

**TIME**

Phase 1 initial survey and sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring and observation reports shall be provided on a weekly basis while work in underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Closeout Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities. As required, prevailing wages shall be paid and certified payroll is to be provided to the District and Department of Industrial Relations.

**QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice related engineering disciplines, and/or shall be OSHA certified, a Certified Asbestos Consultant, or Certified Site Surveillance Technician for asbestos-related services. All documents submitted shall bear the licensed/certified professional’s seal and statement.

**USE OF CONSULTANT’S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Consultant’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Consultant. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of hazardous materials consultants licensed to practice in California.

**HOLD HARMLESS/INDEMNIFICATION**

The Consultant shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by this Agreement. As the consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in any Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

**CONTACT**

We look forward to receiving a response from your respondent. If you have any question regarding this RFQ, please contact **[NAME], [TITLE], at [EMAIL] or [PHONE].**

**SCOPE OF WORK – SOILS AND MATERIALS TESTING LAB AND SPECIAL INSPECTIONS:**

The District will require professional services from a licensed Soils and Materials Testing Laboratory and Special Inspection Consultant (hereafter, Laboratory) as projects are developed to ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Laboratory shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

The Laboratory’s Scope of Work includes, but is not limited to, the following:

**QUALIFICATIONS AND SPECIAL INSPECTION SERVICES**

* The Laboratory shall be a qualified L.E.A. Respondent as recognized by the California Division of State Architect
* The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.
* Laboratory may perform special projects as requested by the District, including but not limited to, geologic and seismic hazard investigation services, soils investigation and foundation recommendation services, geological engineering investigation and environmental site assessment services. The services may include Phase I Environmental Site Assessments (ESA), Preliminary Endangerment Analysis (PEA), Supplemental Site Investigations (SSI), Removal Action Workplan (RAW), asbestos and lead paint in soil investigations, organochloride in soil investigations and toxicology studies, any removal or remediation action, and other State regulated processes, and evaluations of compliance with Education Code Section 17213.
* Laboratory may provide other professional services, including but not limited to, meetings with governmental agencies e.g. Department of Toxic and Substance Control (DTSC), and consultation with other parties.

**GENERAL SCOPE OF SERVICES.**

The Laboratory shall provide the following services:

* Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter
* Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports
* Ensure that soils conditions are in conformance to soils report
* Foundation inspection
* Caisson, drilled piers or driven piles inspection
* As-graded soils reports
* Observations and testing during site clearing and mass grading
* Observing the foundations excavations for structures.//Observation and testing during backfilling of utility trenches
* Observation and testing during backfilling around retaining walls
* Observation and testing during subgrade preparation and base rock placement in asphalt paved areas
* Observation and testing during asphalt concrete placement
* Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All testing shall be accomplished in a DSA-certified laboratory:
* Soil, Aggregate and Asphalt
* Maximum Dry Density
* Expansion Index (ASTM D4318)
* R-Value/Sand Equivalent
* Sieve Analysis (ASTM C136)
* Hveem Stability
* Asphalt Extraction (ASTM 2172)
* Hardness and Abrasion
* Atterberg limits (ASTM 4318)
* No. 200 Sieve Analysis (ASTM D422)
* Specific Gravity C127lC128///Asphalt and Asphaltic Concrete Gradation (ASTM C136)
* Asphalt and Asphaltic Concrete Specific Gravity (ASTM Dl 188)
* Asphalt and Asphaltic Concrete Stability and Flow Marshall (ASTM Dl 559)
* Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
* Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
* Asphalt Cores

**OBSERVATION AND TESTING**

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for ascertaining that the work is in substantial conformance with the contract documents and tests as required by appropriate DSA Form 103. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Laboratory in any way from the Laboratory’s obligation and responsibilities under the construction contract.

Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Laboratory’s performance of its work shall not result in safety hazards on the site.

**CONCRETE MIX DESIGN REVIEW**

* *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and pre-stressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy and nonshrink grout bolts) and proof testing (installed wedge and expansion anchors).
* *Laboratory Review.* The Laboratory shall review the proposed concrete mixes for conformance with the specifications.
* *Tests to be Performed.* The Laboratory shall perform the following tests:
	+ Concrete Compression Tests
* Concrete Cylinders (ASTM C29)
* Concrete Cores (ASTM C39)
* Lightweight Concrete (ASTM C495)
* Insulating Concrete (ASTM C332)
	+ Concrete Flexural Tests
* Flexural Test (ASTM C293lC78)
	+ Steel Reinforcing
* Tensile (ASTM A61 5)
* Bend (ASTM A61 5)
	+ Concrete Aggregate
* Conformance Test (ASTM C33)
	+ - (Sieve Analysis, Deleterious Substances and Soundness)

**REINFORCING STEEL PLACEMENT**

Prior to the pours, the Laboratory shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The Laboratory shall check:

* Bars. Size and spacing of bars.
* *Splices.* Location and length of splices.
* *Clearances.* Check clearances.
* *Cleanliness of Bars.* Observe cleanliness of bars.
* *Spacing tolerances.* Verify as per specification/drawings or record.
* *Steel Support.* Proper support of steel with ties.

**CONCRETE PLACEMENT**

During the pours, the Laboratory shall be on site continuously, as required by code, to monitor placement. The Laboratory shall:

* *Bar Displacement* Determine that no bars are displaced during the pouring.
* *Cleanliness of Steel.* Observe cleanliness of steel.
* *Placement.* Determine adequacy of placement and vibratory equipment.
* *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
* *Correct Mix.* Determine that the correct mix is being utilized.
* *Slump.* Monitor slump of each truck.
* *Temperature.* Record temperature of air and concrete.
* *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
* *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
* *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The CONSULTANT shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**COMPRESSION TESTING**

The Laboratory shall transport samples to its facilities for compression testing in strict accordance with ASTM requirements. The Laboratory shall distribute compression test reports to the appropriate parties.

**MIX DESIGN REVIEW**

* *Grout and Mortar Mixes.* The Laboratory shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
* *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
* *Laboratory Tests.* Laboratory tests shall include:
* Masonry Compression Tests
* Mortar (UBC 21 ‐ 16)//Grout (UBC 21 ‐ 18lASTM GI 01 9)
* Masonry Prism (ASTM E447)
* Masonry Cores (ASTM C42)
* Shear Tests ‐ Masonry Cores (UBC 2405(c)4.C)
* Dry Shrinkage ‐ Masonry Units (ASTM C426)
* Sample Pick‐up and Delivery
* Steel Reinforcing
* Tensile (ASTM A61 5)
* Bend (ASTM A61 5)
* Steel Tagging, Pick‐up and Delivery
* Concrete Aggregate
* Conformance Test (ASTM C404)
	+ (Sieve Analysis, Deleterious Substances and Soundness)

**DUTIES**

The Laboratory’s duties shall include the following:

* + Review mill test certifications of block and reinforcing steel.
	+ Inspect to determine size and spacing of dowels.
	+ Inspect to determine that cleanouts are provided for high‐lift grouting methods.
	+ Inspect proper lay‐up of block units.
	+ Inspect reinforcing steel prior to grouting.
	+ Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
	+ Inspect to determine proper consolidation of grout.
	+ Check that curing requirements are being followed.

**STRUCTURAL STEEL**

*Inspection Services.* The Laboratory shall provide inspection services for the following:

* Field Welding
* High Strength Bolting
* Metal Decking
* Welded Stud Connectors
* Fabrication Shop

*Non-Destructive Examinations, Fabrication, Field Testing.* The Laboratory shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

* Ultrasonic Examination
* Magnetic Particle Examination
* Liquid Penetrant Examination
* Radiographic Examination

*Non-Destructive Examinations, Fabrication Shop Testing.* The Laboratory shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

* Ultrasonic Examination
* Magnetic Particle Examination
* Liquid Penetrant Examination
* Radiographic Examination

*Laboratory Tests.* Laboratory tests shall be performed on the following:

* High strength bolts
* Hardness Test (ASTM A325)
* Tensile Strength (ASTM F606)

**REPORTS**

As part of the Services, the Laboratory will prepare and deliver the following tangible work products to the District:

* All DSA required reporting, processes and procedures: One hard copy and one electronic copy.
* Weekly inspection reports: One hard copy and one electronic copy.

**TIME**

All DSA required reporting shall be delivered to the District concurrent with the response to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

**QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice the applicable engineering discipline, and the document(s) submitted shall bear the licensed professional’s seal and statement to that effect. All inspection services shall be performed by a licensed professional inspector recognized as such by the Division of State Architect, and accepted by the Architect of Record.

**USE OF CONSULTANT’S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Laboratory’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Laboratory. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

**HOLD HARMLESS/INDEMNIFICATION**

The Laboratory shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by any Agreement.

As the Laboratory is not an employee of the District it is understood the Laboratory and its employees are independent contractors. Nothing contained in any Agreement shall be deemed to create any contractual relationship between the Laboratory and any of the other consultants or material suppliers for the program, nor shall anything contained in any Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

**CONTACT**

We look forward to receiving a response from your respondent. If you have any question regarding this RFQ, please contact **[NAME], [TITLE], at [EMAIL] or [PHONE].**

**SCOPE OF WORK – ENGINEERING/ SURVEYING- TOPOGRAPHIC:**

The District will have the need to procure professional services from a civil engineer firm and/or a licensed Surveyor as projects are developed to ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing and proposed structures, slabs, utilities, and other physical infrastructure and other improvements.

The Engineer’s/ Surveyor’s Scope of Work includes, but is not limited to, the following:

**BOUNDARY SURVEY - GENERAL REQUIREMENTS**

Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

**TOPOGRAPHIC SURVEY SCOPE OF SERVICES**

The scope of services covered by this RFQ is to perform the tasks described in the Topographic Survey, Base Scope of Services. Proposing respondents shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:

1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;

2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;

3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, and walls;

4. Show recorded or otherwise known easements and rights‐of‐way; state the owner of right of each;

5. Note possibilities of prescriptive rights‐of‐way and the nature of each;

6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;

7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;

8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;

9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including centerline and far side of street. If elevations vary from established grades, state established grades;

11. Plot location of existing structures, above and below ground, man‐made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;

12. Retain underground utility location service to:

a) Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;

b) Indicate location of fire hydrants available to the property and the size of the main serving each;

c) Indicate location, depth, and characteristics of power and communications systems above and below grade; and,

d) Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each

13. Review District archives for relevant information and compare to field observations; review county recorder and city clerk archives for relevant information and compare to field observations.

**REPORTS**

As part of the Services, Surveyor will prepare and deliver the following tangible work products to District:

1. Six (6) copies of a complete site survey map that is stamped, certified and wet‐signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an AutoCAD file, 2020 versions. Layering shall be as directed by the Architect of Record.

2. Add‐alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

3. Reports, maps, etc., must be in a format that is acceptable to the Architect of Record.

**TIME**

The surveys shall be completed and electronic files transmitted by the date required on the Purchase Order.

**PROTECTION OF PROPERTY**

The Surveyor shall contact [Architect] who will coordinate with the District for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor’s entry, including but not limited to, repair of lawns and plantings.

**QUALIFICATIONS**

All surveying services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of California to practice land surveying, and the document(s) submitted shall bear the Surveyor’s seal and statement to that effect. All engineering services shall be performed by a qualified engineer registered as a professional civil engineer by the State of California, with experience managing the timely and successful completion of utility infrastructure maps within established and proposed urban environments. Prevailing rates are to be paid, certified, and submitted to the District, if applicable.

**USE OF SURVEYOR’S DRAWINGS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Surveyor’s drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

**HOLD HARMLESS/INDEMNIFICATION**

The Surveyor shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by any Agreement.

As the Surveyor is not an employee of the District, it is understood the Surveyor and their employees are independent contractors. Nothing contained in any Services Agreement shall be deemed to create any contractual relationship between the Surveyor and any other consultants or material suppliers to the District, nor shall anything contained in any Agreement be deemed to give any third party any claim or right of action against the District, the Surveyor which does not otherwise exist.

**PLANNING AND ZONING SERVICES**

The District will may have the need to procure professional services from a civil engineer firm for land use (zoning and planning services) as projects are developed. Please include with your response a rate sheet which would cover such services on any listed projects and an expiration date (not less than one year from the date of your response submission) for the rates quoted.

**CONTACT**

# We look forward to receiving a response from your respondent. If you have any question regarding this RFQ, please contact [NAME], [TITLE], at [EMAIL] or [PHONE].

**SCOPE OF WORK – PROJECT INSPECTION SERVICES**

The District will have the need to procure professional services from a certified DSA inspector consultant (Project Inspector) as projects are developed to ensure that the work performed in the field is in accordance with DSA approved design documents. The Project Inspector will be required to monitor all construction activities, review RFIs, change orders, and responses, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

The Project Inspector’s Scope of Work includes, but is not limited to, the following:

**CERTIFICATION:**

* Possession and maintenance in good standing of all classes of required DSA Project Inspector’s Certificate issued by the Division of the State Architect.

**PRE-CONSTRUCTION SERVICES REQUIRED:**

* Familiarity with the project scope and approved drawings and specifications.
* Preparation of all required forms for DSA, the Architect and the District.
* Participation at all preconstruction meetings.

**CONSTRUCTION SERVICES REQUIRED:**

* Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code.
* Daily site inspections with reports to inform Contractor, Architect, District and DSA of non- conforming work and corrective steps required.
* Monitoring of daily construction progress relating to the construction schedule, T&M work required, weather delays and like activities.
* Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
* Tracking of Record Drawing updates by the Contractor./Prompt filing of all periodic reports required during the construction process.
* Attendance at periodic job meetings and visits by DSA and District personnel.
* Review Requests for Information generated by the Contractor.
* Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
* Review of periodic pay requests generated by the Contractor.
* Review of proposed change orders to verify that such work falls outside of the project scope.

**POST-CONSTRUCTION SERVICES REQUIRED:**

* Conrespondent operations and maintenance manuals, warranties/guarantees, and certificates.
* Compile and complete all documentation to assure DSA closeout with certification.

The District may select one or more Entities to perform the Scope of Work listed above.

**REPORTS**

As part of the Services, the Project Inspector will prepare and deliver all DSA required reporting, processes and procedures.

**TIME**

All DSA-required reporting shall be delivered to the District concurrent with the response to DSA, and pursuant to DSA-required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

**QUALIFICATIONS**

All inspection services shall be performed by a certified Project Inspector recognized as such by the Division of State Architect, and accepted by the Architect of Record and the District.

**USE OF CONSULTANT’S REPORT AND DIAGRAMS**

It is understood that the District, or the Architect on the District’s behalf, may reproduce the Project Inspector’s report(s) and/or diagram(s) without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Project Inspector. The original drawings shall remain the property of the District.

**ACCURACY STANDARDS**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of are to be expected of professional DSA inspectors certified and approved by DSA.

**HOLD HARMLESS/INDEMNIFICATION**

The Project Inspector shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney’s fees and costs, incurred in connection with or in any manner arising out of the consultant respondent’s performance or failure to perform any duties contemplated by this Agreement.

As the consultant respondent is not an employee of the District it is understood the consultant and their employees are independent contractors. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the consultant and any of the other consultants or material suppliers for the program, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the consultant which does not otherwise exist.

**CONTACT**

We look forward to receiving a response from your respondent. If you have any question regarding this RFQ, please contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Attachment “B”**

**Project Schedule**

**Attachment “C"**

**Prices for Services**