

July 19, 2019

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT REQUEST FOR QUALIFICATIONS

Architectural and Engineering Design Services

The Saddleback Valley Unified School District (“**District**”) is requesting submission of statements of qualifications (“**SOQ(s)**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to perform/provide Architectural and Engineering Design Services for projects within the District’s Facilities Master Plan, plus other projects or services as directed by the District. If you are interested in providing a Statement of Qualification for Architectural and Engineering Design Services, please submit a detailed statement in accordance with this Request for Qualifications (“**RFQ**”). All submittals will be reviewed for their apparent ability to meet District requirements and provide the highest quality Architectural and Engineering Design service available.

DISTRICT OVERVIEW

Saddleback Valley Unified School District is located in southern Orange County, California and serves the communities of Aliso Viejo, Irvine, Laguna Hills, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita and unincorporated Orange County. The District provides a highly regarded educational program to approximately 27,000 students in 35 schools from its attendance area that encompasses over 95 square miles.

This request is not a formal request for bids or an offer by the District to contract with any firm responding to this RFQ. The District intends to choose multiple firms that respond to this RFQ to include in its pool of qualified firms. Inclusion in this pool and any award of a contract will be subject to the District’s Board approval.

Firms that intend to submit an SOQ must be an insured, licensed architect, and must maintain a full-service office within one-hundred (100) miles of the District.

Interested Firms are invited to submit an SOQ as described below, with one (1) electronic copy in PDF format and three (3) paper copies in a sealed envelope prominently marked with: Request for Qualifications, title, the due date and time, and the name of the organization submitting the statement, to:

Saddleback Valley Unified School District
Reception
Attn: Stella Escario-Doiron, Chief of FMOCT
25631 Peter A. Hartman Way
Mission Viejo, CA 92691

Questions regarding this RFQ must be in writing and submitted by July 30, 2019 directed to Stella Escario-Doiron at stella.escario-doiron@svusd.org.

All SOQs must be received on or before Friday, August 9, 2019, no later than 4:00 p.m.

Thank you for your interest in working with the Saddleback Valley Unified School District.

General Information

General. The District invites qualified Firms to submit an SOQ related to its ability to provide the services, as more fully indicated herein. Firms must have extensive experience with the Office of Public School Construction (OPSC), the Uniform Building Code (UBC), Title 24 of the California Code of Regulations, California Department of Education (CDE), Department of Toxic Substance Control (DTSC), California Geologic Survey and the Division of the State Architect (DSA). Firms must have extensive experience (minimum of 5 years) in the design of public school facilities, working with construction managers, contractors District personnel and other school facility related consultants, and establishing project scope and project budgets.

1. Scope of Services.

1.1. **Basic Services.** Architect's Basic Services shall consist of all architectural, structural, mechanical, electrical engineering, civil engineering (on site), interior finishes, landscape design and statements of probable construction cost required, or which can be reasonably inferred to be required and generally accepted architectural and engineering practice, for completion of the project. Architect will provide these services for the following phases of the project:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- D.S.A. Approval Phase
- Bidding Phase
- Construction Administration Phase
- Post-Construction Phase

Architect will furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural, engineering, and all related services, necessary for the full and adequate completion of the project. All services, whether Basic Services or Additional Services shall be subject to, and performed in accordance with, the agreement set forth with the District; and all applicable local, state and federal laws, rules and regulations.

1.2. **Architect's Personnel.** Architect will appoint a Project Architect. The Project Architect shall 1) be available to District on or off the site as required for the proper performance of all matters relating to the project; 2) provide overall direction of the planning and design of the project; 3) maintain oversight of the project at all times; 4) have full authority to represent and act on behalf of Architect for all purposes under the Agreement; 5) supervise and direct the services using his or her professional skill and attention; 6) be responsible for the means, methods, techniques, sequences and procedures used for the services; 7) adequately coordinate all portions of the services; and 8) act as principal contact with the District and all contractors, consultants, engineers, and inspectors on the project.

The Architect shall be responsible to the District for the work of Architect's professional consultants. Architect shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for the District.

- 1.3. **Additional Consultants.** The District reserves the right to retain other architects, engineers, and/or consultants in connection with each project. Architect shall coordinate with these parties as a Basic Service covered by this Agreement.
- 1.4. **Qualification and License.** All architects, engineers, and other consultants retained by architect shall be qualified to perform the services assigned to them, and shall be licensed to practice in their respective professions, where required by law.
- 1.5. **Compliance with Standards.** All architects, engineers, and other consultants hired by architect shall be required to meet the same standards and requirements. The architect's agreements with its architects, engineers, and other consultants shall contain a provision making them subject to all standards and requirements set forth in the District's agreement that apply to their respective scope of work.
- 1.6. **Compliance with Regulations.** The architect shall be responsible to see that a project as designed can operate as a functional, efficient, high-quality facility. The architect is responsible for ensuring that the project design shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities bearing on the work of the project, and with all quasi-governmental, and other regulations bearing on the work of the project.
- 1.7. **Design Schedule.** Architect's Basic Services are to be provided in accordance with a Design/Construction Schedule set forth by the District, and which may be amended from time to time by mutual agreement. The Design/Construction Schedule shall indicate by month and year estimated completion times when the Architect is to complete each phase. The Design Schedule shall specify task milestones for the design and approval process sufficient to allow monthly status checking. Architect shall be responsible to submit monthly updates of the Design Schedule to the District.
- 1.8. **Meetings.** Architect and architect's consultants shall attend meetings with District, and others as District may require for completing a project. These include, but are not limited to, project meetings, and meetings with governmental, quasi-governmental and other authorities with jurisdiction over a project. Project meetings will be scheduled by District and are expected to be weekly during the Schematic Design and semimonthly during the Design Development Phase; during such phases there will be meetings with owner's technical staff on technical issues and with educational groups on programmatic issues. The Architect will prepare and distribute minutes to all attendees for these meetings.
- 1.9. **Value Engineering.** Architect shall assist the District and Construction Manager in developing value engineering opportunities during the design and bidding phases of a project. If the District, in its sole judgment and determination, elects to incorporate Value Engineering concepts or solutions, Architect shall incorporate such into the Construction Documents without any additional charge.
- 1.10. **Existing Non-Permitted Structures.** Architect shall provide services to the District to correct existing deficiencies related to non-permitted structures that may exist on a project site. These services shall comprise the following:

- 1.10.1. Provide a detailed site investigation, review of available records, and with the District's cooperation determine if any existing structures are not properly permitted as required by applicable public agencies.
 - 1.10.2. For existing structures that require paperwork processing of available documents to obtain correction of permit deficiencies, the Architect shall furnish such applications and processing to applicable governmental agencies. This application and approval process shall occur concurrently with the project design.
 - 1.10.3. Architect shall assist the District in identifying existing structures that require preparation of designs, modifications, inspections and certifications to obtain appropriate permits. The architect shall make recommendations on procedures for the District to follow to proceed with correction of non-permitted structures.
- 1.11. **Additional Services if Required.** District may require Architect to perform Additional Services beyond the Basic Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to laws and regulations. Such Additional Services may include, but shall not be limited to:
- 1.11.1. **Inventories.** Providing detailed quantity surveys or inventories of materials, equipment or systems other than those required as a Basic Service in order to select materials, equipment and methods.
 - 1.11.2. **Fire.** Providing consultation concerning replacement of any work damaged by fire or other causes beyond the control of the architect during construction.
 - 1.11.3. **Defaults of Others.** Providing services made necessary, without fault of architect, by default of the contractor(s); major defects or deficiencies of the contractor (s) or failure of performance by the contractor(s).
 - 1.11.4. **Consultants.** Providing services of consultants for other than basic services.
 - 1.11.5. **Changes.** Making revisions to previously approved drawings, specifications or documents as a result of increasing or decreasing the project budget or to accomplish changes requested by District and assisting the contractor(s) in preparing change orders to accomplish such revisions, when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes beyond the reasonable control of architect. Preparing drawings, specifications and supporting data and providing other services in connection with such change orders. However, change orders and related services necessitated by an error or omission of architect shall be provided without additional cost; provided however that the performance of such services shall not be an admission of liability by architect.

The exact scope for each project would be determined by the District on a project-by-project basis depending on the needs of each project.

2. **Firms' SOQ.** The submitted SOQ must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firms' SOQ shall **be no longer than fifty (50) pages, 8½" x 11" paper**, bounded inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Please provide the District with an SOQ that includes the following:

2.1. **Content of Statement of Qualifications.** Firm's statements of qualifications must be concise, well organized, and demonstrate Firm's qualifications, and shall be formatted as outlined below.

Tab 1 Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the SOQ on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's 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.

Tab 2 Table of Contents. A table of contents of the material contained in the SOQ should follow the letter of interest.

Tab 3 Executive Summary. The executive summary should contain an outline of Firm's approach, along with a brief summary of Firm's qualifications.

Tab 4 Proposed Personnel/Firm Team. Include resumes of key personnel who would be performing services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the services.

Tab 5 Firm Information - Provide a comprehensive description of the architectural and engineering design services offered by Firm. The description should include the following:

- Provide a brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- Describe Firm's philosophy and how Firm intends to work with the District's administration officials to perform the services, including assistant superintendents, facilities directors, teachers and site principals, to respond to the unique challenges of District's educational program requirements.
- Include resumes of key personnel who would be performing services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the services.
- Provide a statement of Firm's financial resources and insurance coverage. Include a certification of correctness or other documentation demonstrating the Firm's

financial resources and stability.

- Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- Include recent letters of reference or testimonials. Firm should limit letters of references or testimonials to no more than ten (10).
- Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding Firm's qualifications and expertise.

Tab 6 Prior Relevant Experience.

- Describe your firm's approach to quality control / assurance procedures, including coordination of design disciplines.
- Describe your firm's experience with construction cost reduction measures including how Firm intends to assist District in meeting established project budgets and in prioritizing project construction to meet budget.
- How does your firm approach modernization projects compared to new construction projects?
- Describe your experience with DSA and working within the DSA processes. Specifically, describe your experience and strict compliance with the DSA inspector card process and final closeout with certification
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.
- Discuss the Firm's ability to meet construction schedules for projects with very tight timetables, Firm's schedule management procedures, and how the Firm has successfully handled potential delays both for the contract documents and for field changes.
- Provide a list of **ALL** K-12 projects performed by Firm in the past five (5) years. Provide the information described below for the twenty (20) **MOST RECENT** projects.
 - Name of project and district,
 - Name of project architect,
 - Scope of projects, description of services provided,
 - Contact person and telephone number at district,
 - Firm person in charge of each project,
 - Dollar value of each project,
 - Original construction budget and final construction cost, and
 - All litigation arising from the project, if any. Provide information related

to the issues in the litigation, the status of litigation, names of parties, and the outcome. This includes any litigation between a contractor and a school district and/or an architect in which Firm was or was not named.

Tab 7 Additional Data. Provide additional information about the Firm as it may relate to Firm’s SOQ.

Tab 8 Conflicts of Interest. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the project, or the District that may have a potential to conflict with Firm’s ability to provide the services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the project for which the Firm may provide services. The Firm selected to provide the services and any subsidiary, parent, holding company or affiliate of the selected Firm, may not perform any construction work or submit a bid for the Project.

2.2. Compensation.

2.2.1. **Fee Schedule.** Please also 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. Please also provide detailed information on your billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services. Please indicate your firm’s position on whether it would be seeking to charge below, at, or above the “OPSC Fee Schedule” (modernization, new construction, and portables/modular) and the circumstances that might impact that position.

2.2.2. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation outside the contract fee.

3. District’s Evaluation / Selection Process

3.1. **District Investigations.** The District may perform investigations of proposing parties that extend beyond contacting the districts identified in a Firm’s SOQ.

3.2. Selection of Qualified Firms

3.2.1. Based on its evaluation of SOQs, the District’s selection committee will select firms to include in the pool of qualified firms to receive Request for Proposals on specific projects. The criteria for selecting firms may include, without limitation:

- 3.2.1.1. Experience and performance history of the Firm with similar projects;
- 3.2.1.2. Experience and results of actual personnel;
- 3.2.1.3. References from clients contacted by the District;
- 3.2.1.4. Technical capabilities and track record of their use;
- 3.2.1.5. Overall responsiveness of the SOQ.

3.2.1.6. Firm's pricing information.

3.2.2. The District will notify firms of the pool of qualified firms.

3.3. **Final Determination and Award.** The District reserves the right to contract with Firms responding to this RFQ, to reject an SOQ as non-responsive, and not to contract with Firms for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek SOQs from or to contract with Firms not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ.

4. **Public Records.** SOQs will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its SOQ for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.