



Engineering Services for the Southwestern College
Southwestern College | 900 Otay Lakes Road | Chula Vista, CA 91910

REQUEST FOR QUALIFICATIONS & COST # 130 Gotham and Elmhurst Road Widening Engineering Services

Due to some recent changes and additions to the scope of work for RFQ 112 – Gotham Road Widening, the District is now reissuing RFQ #130 – Gotham and Elmhurst Road Widening Engineering Services, which includes a request for fee/cost proposal. The scope of work has been modified to include the additional road (Elmhurst) and can be found under Exhibit A Scope of Work described herein.

Qualifications and Cost proposals will be accepted at the Bond Program Management office Building 1688 at 900 Otay Lakes Road, Chula Vista, CA 91940 until 12:00 p.m. (local time) on February 7th, 2011. Offers received after this date and time may, at the discretion of the District, be rejected without consideration.

Faxed/emailed qualifications will not be accepted.

Instructions for preparing your response are contained in the attached RFQ. Questions must be in writing and directed to Vayakone Sphabmixay, Seville Construction Services by February 2nd, 2011. We look forward to receiving your responses.

A. Purpose of RFQ

The Southwestern Community College District is seeking technical proposals from qualified engineering professionals to provide services for the widening of Gotham Road between Otay Lakes Road and the campus's parameter road. The project length is approximately 370-400 feet.

The services to be performed under the RFQ are engineering services necessary to obtain bidding documentation and construction support for the proposed widening improvements. The project is funded by Proposition AA and R.

It is expected that some design and construction work undertaken by the District will include requirements by the State of California, California Community College's Chancellor's Office, City of Chula Vista, other local State and Federal agencies, and for participation of Disabled Veterans Business Enterprises (DVBE). Demonstrated educational experience and specific experience with the Division of State Architect (DSA), the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory.

B. Anticipated Time Schedule

- RFQ Issued: January 20, 2011
- Mandatory Pre-Proposal: January 28, 2011
Building 1688, Otay Lakes Road, Chula Vista, CA 91910 12:00 PM
- Last Day for Questions: February 2, 2011 12:00 PM
- Submittal: February 7, 2011 12:00 PM
- Anticipated Notice of Award: March 10, 2011
- Design complete for Bidding March 30, 2011
- Construction Bid April 13, 2011
- Construction Award May 11, 2011
- Construction Start May 26, 2011
- Construction End August 5, 2011

C. Response Submittal

The respondent shall submit one (1) original and three (3) copies of its response by 12:00 p.m. (local time), February 7, 2011 to:

Southwestern Community College District
Bond Program Office
900 Otay Lakes Road, Building 1688
Chula Vista, California 91910

Responses received after 12:00 p.m., February 7, 2011, may, at the sole discretion of the District, be rejected as non-responsive and returned without review. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from among the responses received on time. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District Contracts Management Office confirming receipt by the above-specified deadline.

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

Faxed/Emailed RFQ's will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words "Response to RFQ No 130; Do Not Open until February 7, 2011."

All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

A. Questions from Respondents

Questions or comments regarding this RFQ (except to inquire about the number of addenda issued) must be in writing and received no later than 12:00 p.m. (local time) on February 2, 2010. Written questions are to be emailed to Vayakone Sphabmixay, at vsphabmixay@swccd.edu.

B. RFQ Addenda/Clarifications

If it becomes necessary for the District to revise any part of this RFQ, or to provide clarification or additional information after the response documents are released, a written addendum will be sent to each recipient of record of the original RFQ. Recipients of record are those parties that obtained a copy of the RFQ directly from the District. Addenda will be sent by telecopy, E-mail and/or first-class U.S. Mail. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by calling or emailing Seville Construction Services at (619) 482-6593, or email: vsphabmixay@swccd.edu, prior to the response-submittal deadline. All addenda issued shall become part of the RFQ.

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

C. Pre-contractual Expenses

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

D. No Commitment to Award

Issuance of this RFQ and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFQ. Award of RFQ is final and without appeal.

E. Joint Offers

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

F. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ must be declared in the response submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal.

G. Insurance

1. During the term of this Contract, the Architect shall, at its own cost and expense, procure and maintain the following types of insurance:
 - a. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 per occurrence; and
 - b. Commercial General and Auto Liability insurance, with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Professional liability insurance, with limits of \$1,000,000, per claim.

2. Prior to the commencement of work, the consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Southwestern Community College District and Its Board of Trustees", and its Program manager as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Consultant's" policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District's Contracts Manager.
3. All evidence of insurance coverage required to be submitted in accordance with this Paragraph shall be delivered to the addressee for the District specified in Agreement for Services to this program. The District shall make the final determination as to whether the documentation submitted by the Consultant conforms to the requirements of this Paragraph.
4. If any subcontractor(s) or independent contractor(s) is utilized by the Consultant for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph and the indemnification provisions set forth in Agreement for Services.

H. Indemnification

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

III. RESPONSE FORMAT AND CONTENT

A. Presentation

Responses shall be submitted in 8 ½" x 11" sizes in 3-ring binder, utilizing both sides of the paper. Responses should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content and sequence of the response should follow the outline presented below.

B. Response Content

1. **Transmittal Letter/Introduction (1 page maximum):** The letter of transmittal shall be addressed to the Bond Program Director and must, at a minimum, contain the following:
 - identification of the offering firm(s), including name, mailing address, E-mail address, telephone number and fax number of each firm;
 - acknowledgment of receipt of RFQ addenda, if any;
 - name, title, address and telephone number and fax number of contact person during period of response evaluation;
 - a statement to the effect that the response shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for responses;
 - identification of any information contained in the response which the respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the response are confidential or proprietary will not be honored by the District); and
 - signature of a person authorized to bind the offering firm to the terms of the response.
2. **Table of Contents**
Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the response.
3. **Company Profile and overall Experience:** Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, and principal lines of business. **Certify** that the firm is legally permitted or licensed to conduct business in the State of California for the services offered.
4. **Related Experience and References**
Overview: This section should establish the ability of the respondent (and its sub consultants, if any) to satisfactorily perform the required work by reasons. Provide examples of similar project experience. As a minimum, please include the following per project experience:
 - Project Name, Location – Year Complete
 - Brief project description describing how the project relates to the Gotham Road Widening Project
 - Owner Name, Title, and current phone number: The District will verify all contact information.
 - Construction Budget vs. final Construction Cost and describe any difference between them.

Information should be furnished for both the respondent and any sub consultants included in the offer. *Firms that show community college project and or DSA experience may be rated higher.*

5. **Cost/Fee:** This section should disclose all charges to be assessed the District for the required services and declare the respondent's preferences for method and timing of payment. The Cost and Fee should be submitted in a separate sealed envelope labeled Cost and Pricing.

Please provide a fixed fee for the scope of services described in Exhibit A.

6. **Exceptions/Deviations.** State any exceptions to or deviations from the requirements of this RFQ. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.
7. **Litigation and Claims:** Furnish as an appendix and provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.

V. RESPONSE EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel consisting of District and Bond Management Team staff will be responsible for reviewing, analyzing and evaluating the responses received. The Evaluation Panel will select the successful respondent(s).

In addition to its own staff, the District may utilize the unpaid services of one or more individuals from other agencies in the evaluation of responses.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, responses will be evaluated by the Evaluation Panel against the factors specified below, which are listed in descending order of weight and importance. Within each evaluation criterion listed, the subcriteria to be considered are those described in the "Response Format and Content" section of this RFQ.

- Qualifications, experience and references of respondent;
- Staffing and organization;
- Miscellaneous [exceptions/deviations, certifications and affidavits,
- completeness of response, adherence to RFQ instructions, other relevant factors not considered elsewhere]

Upon selection of the most qualified respondents, the District may require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. If such interviews are conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. However, respondents are advised that award may be made without interviews or further discussion.

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

C. Contract Award

It is the intent of the District to award one or more contracts as the result of this RFQ. However, the District reserves the right to apportion the requirements of this RFQ among multiple consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFQ may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

EXHIBIT A

SCOPE OF WORK

- The project includes the widening of both the Gotham and Elmhurst Roads by 48'-0".
- Widening will be required in both directions of traffic/lanes.
- Scope includes contiguous side walk. This portion of work will require DSA approved drawings. The District will request this portion of the work to be bid out separately.
- There is not a traffic analysis for review. The City of Chula Vista is planning to widen Otay Lakes Road this summer and will improve the driveway apron as part of their scope of work/project.
- The estimated project cost is roughly \$1,000,000.
- Scheduling of the work will be done between the District, City of Chula Vista and the awarded firm.
- The project will be constructed in conjunction with the City's widening of Otay Lakes Road. Coordination with the City of Chula Vista will be part of the scope of services.
- At a minimum, please include the following services in your cost proposal/fixed fee:
 - Schematic Design (landscaping included)
 - Design Development of Both Gotham and Elmhurst
 - Construction Documentation
 - Construction Support
 - Storm Water Pollution Prevention Plan
 - DSA
- A site plan of the proposed work is attached herein. Note: The attached site plan may not be current, and some of the work on Elmhurst will be constructed in conjunction with the Corner Lot Project. Coordination with the Corner Lot design team and the City of Chula Vista will be required to provide the best methods for traffic control, construction coordination, and tie-in, if any.
- Please review item B. Anticipated Time Schedule. The scheduled dates must be met due to time constraints. Construction must be performed during the summer break, no exceptions. Your firm must be able to meet the schedule, which includes bid documentation completed for contractor bidding.

SCOPE OF SERVICES

Typically the Engineering services to be performed shall include but are not limited to the following:

- Review approved campus Master Plan and environmental clearance reports (CEQA).

- Review existing documentation: before commencing design, field verify existing conditions related to the existing facilities and at the proposed site; field verify the accuracy of any as-built documentation obtained, and utilize this information in the preparation of the design documents.
- Prepare as-built drawings when deemed necessary.
- Prepare the design documents in accordance with the Architectural Services Agreement and using the District's approved CADD standards.
- The design phase services to be provided shall include: Schematic Design, Design Development, Construction Documents, Plan Check Support, Bid Phase Support, and Construction Administration
- Provide all documents required for bid procurement. (Coordinate with assigned District Representative).
- Coordinate and assist the District's Representative in the Bid Phase by preparing addenda and other documents as required.
- If required by the District, prepare and distribute meeting minutes held with the District, the Bond Management Team, or government agencies. Prepare all design related project correspondence and documentation such as RFI'S, submittals, meeting minutes, letters, etc.
- Utilizing the web-based Primavera Expedition from start of design through construction closeout. Training will be provided by the Bond Management Team along with user licenses at no charge.
- If required, submit design documents to the District, Bond Management Team, and Division of the State Architect (DSA) and other government entities and/or utility providers as required for plan checks and approvals and Close-Out Certification.
- Prepare a work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District or the Bond Management Team. Make modifications and updates to the work plan as requested by the Program Manager.
- The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, local Fire Departments, San Diego County Department of Public Works, State of California Building Codes, Americans with Disabilities Act, and others, as required.
- Be capable of making formal project design presentations to the District, Bond Management Team, and Board of Trustees using BIM modeling when deemed necessary.
- Furnish two copies/ sets of large As-Built to the District. All close out documents including As-Built will be required to be placed on a CD in both PDF and CADD form.
- The Engineering firm will need to work closely, and in cooperation, with the District's Representative and/or Bond Management Team.