

# East Side Union High School District

## RFP-21-16-17 for Testing & Inspection Services

January 13, 2017

East Side Union High School District is requesting a proposal from the District's approved Special Testing & Inspection firms to provide full service, comprehensive, professional DSA required special testing and inspections services.

### General Project Information:

- Project Name: **YB New Student Union & Quad**
- Project Number: **Z-060-601**
- DSA Application # TBD, File #43-H10.
- Project Address:  
1855 Lucretia Ave, San Jose, CA 95122
- Estimated Construction Value: \$14,000,000
- Delivery Method:
  - Design Build
- Respondent should review construction documents for complete scope of work. Generally, the Project consists of the following:
  - Building #100 – Complete gut prep for attachment to new building – repurposed space to be included in the New Student Union
  - Building #800 – Complete gut prep for attachment to new building – repurposed space to be included in the New Student Union
  - Building #1000 – Complete gut prep for attachment to new building – repurposed space to be included in the New Student Union
  - Kitchen Building – Complete demolition of existing building – space to be incorporate into the new student union building.
  - Site Hardscape improvements for accessibility and to connect to the new student union
- Drawings and Specifications for the project are available on the project documents web site:
  - <http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>
  - The documents are also available for viewing at the Capital Purchasing Office at the Education Center, 830 N. Capitol Avenue, San Jose, CA 95133; contact Janice Unger to make an appointment.
- Project Team Members:
  - Design Builder: Flint Builders, Inc. MFDB Architects, Inc. JK Architects, Inc.
  - Hazardous Materials Consultant: HazMat Doctor
  - Construction Manager: Kitchell CEM
  - IOR: SCVCI
  - Geotechnical: Earth Systems Pacific

### Project Attachments to this RFP:

- DSA Form 103 Testing & Inspection Sheet
- Flint Builders Construction Schedule dated, 09/30/16.
- 100% CD Submittal Plans and Specifications dated 09/02/16.

**Schedule:**

- Schedule: Construction is expected to begin in **February, 2017**. Construction duration is estimated as **18 months**.

**Testing & Inspection Responsibilities**

- Coordinate inspections and report to DSA Inspector of Record
- Provide semi-monthly reports to DSA, IOR, District, CM, A/E
- Review progress of work as needed with IOR, A/E, CM, District
- Provide review and comment on proposed contractor change orders for any work with special testing/inspection ramifications.
- Provide Form 6 Final Verified Report to DSA, with copies to IOR, District, CM, A/E

**Form of Contract**

- The awarded respondent will be required to execute a standard Contract Services Agreement (attached)

**Proposals**

- Please submit a services and fee proposal based on the drawings, specifications, Testing & Inspection Sheet and project schedule. Proposals should include, at a minimum, the following:
  - Indicate the point of contact proposed for this Project
  - Provide a fee proposal that delineates the following:
    - Estimated Cost Proposal
    - Standard Fee Schedule
    - Other expenses - identify (if none, please state none)
    - Provide clarifications, exceptions and exclusions as needed
    - If construction exceeds the preliminary anticipated schedule, specify if/how your firm will approach additional service consideration.
    - The District will not pay:
      - Mileage charges
      - Per diem charges
- Costs of preparation of proposals will be borne by the proposer.
- Proposals are due before **2:00 PM on January 30, 2017** and must be submitted via email to:
  - [CapPurchasing@esuhd.org](mailto:CapPurchasing@esuhd.org) Capital Purchasing Department, East Side Union High School District, 830 N. Capital Ave, San Jose, CA.
  - Please specify on email subject line: "RFP-21-16-17, YB Student Union & Quad, Testing & Inspection Services"

**Selection Process and Criteria:**

- Selection will be based on District review of respondents' proposed services and fee, qualifications and experience, past project successes as it pertains to providing Testing and Inspection services.
- This request does not constitute an offer of employment or to contract for services.
- The District reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
- All proposals shall remain firm for forty-five (45) days following the closing date for receipt of proposals.
- The District reserves the right to award the contract to the Testing and Inspection Firm who presents the proposal which in the judgment of the District, best accomplishes the desired results.
- The District reserves the right to reject all proposals without cause.

**Requests for Information:**

- Direct questions pertaining to this Project to Kitchell CEM, Mike Carson, 831-713-9483 or [macarson@kitchell.com](mailto:macarson@kitchell.com)

**Attachment B**  
**Insurance Requirements**  
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Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverage and provisions:

**A. Evidence of Coverage**

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

**B. Qualifying Insurers**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

**C. Insurance Required**

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

- a. Additional Insured Endorsement:

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**Insurance Requirements**  
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Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

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**Insurance Requirements**  
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- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**D. Special Provisions**

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.



## CONFLICT OF INTEREST STATEMENT East Side Union High School District (Consultants)

**[This form must be filled out, signed, dated and submitted by all persons seeking to serve as a consultant to the District]**

Board Policy 3600 of the East Side Union High School District provides in part:

“Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.”

The Superintendent has determined that all persons seeking to serve as a consultant to the District shall fill out truthfully, sign, date and submit this Conflict of Interest Statement prior to performing any consultant work or services for the District.

I, \_\_\_\_\_ [NAME OF CONSULTANT], hereby certify the following:

1. I am not an employee of the District.
2. Within the past year I have not been a member of the District Board of Trustees of the District.
3. Neither I nor any member of my immediate family (includes parent, spouse, domestic partner, or child) or member or resident of my household is a member of the District's Citizens Bond Oversight Committee for the District's Measure G or Measure E bond programs.
4. Within the past year I have not provided or made, and will not provide or make, any promise of any gift<sup>1</sup> of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member or District employee whose responsibilities include the selection of District consultants or the evaluation, supervision or oversight of District consultants (a **“Responsible Employee”**), except:

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<sup>1</sup> “Gifts” do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued less than \$25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.



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5. I do not employ or retain, and will not employ or retain, any current District **Responsible Employee** as a consultant, independent contractor or employee during the term of my consultancy agreement with the District.

6. I am authorized to make, and do make, this certification on behalf of \_\_\_\_\_  
[CONSULTANT].

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

Signature of Consultant

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Signature Date

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