

REQUEST FOR QUALIFICATIONS/PROPOSALS
for
ARCHITECT SERVICES



LAKESIDE UNION SCHOOL DISTRICT

**Construction and Modernization of Lakeside Union Schools and Other Facilities Related
Project(s)**

OCTOBER 25, 2018

Prepared for Lakeside Union School District

Andrew S. Johnsen, Ed.D, Superintendent
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Prepared in consultation with:



HELPING SCHOOL DISTRICTS MEASURE UP

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1. GENERAL INFORMATION

The LAKESIDE UNION SCHOOL DISTRICT (“District”) is requesting Statements of Qualifications/Proposal for architect services.

- A. Each firm shall submit one (1) original copy **Statement of Qualifications/Proposal** and **one (1) electronic version via email attachment and in Adobe Portable Document File** format prominently marked with “**Request for Qualifications/Proposal, Architect Services**” and the name of the firm submitting the SoQ. The proposer must comply with the licensure requirements under Education Code section 17302 *et. seq.*
- B. SoQ/P shall be submitted to the District, as follows:
1. **Deadline for Submittal of Responses:**
 - i. **No later than 3:00 p.m. on November 16, 2018**
 - ii. *Submittals received after the time and date specified above will be considered nonresponsive and will be returned unopened.*
 2. **Method of delivery:**
 - i. **Send Original Copy Proposal via USPS, FedEx, UPS or other means of tracking (NO CD’s will be accepted)**
 - ii. *Postmarks will not be accepted.*
 - iii. *Responses sent by Facsimile (FAX) will not be accepted.*
 3. **Delivery Address:**

**Tina Cullors, Associate
Eric Hall & Associates
5245 Avenida Encinas, Suite A
Carlsbad, CA 92008
tina@ehanda.com**
- C. Proposers are required to disclose any relationships with the District and execute the non-collusion affidavit included with this RFQ/P.
- D. The original SoQ/P shall be submitted and ***signed in blue ink***, by an authorized individual or officer of the firm submitting the proposal.
- E. Firms interested in submitting proposals will not contact District Governing Board members, the Superintendent, Assistant Superintendents, Chief Business Official or any other officials or staff of the District. The district may reject proposals if a firm or its representatives make direct contact with the District. Firms should contact:
- Tina Cullors, Associate
Eric Hall & Associates
5245 Avenida Encinas / Suite A / Carlsbad / CA / 92008
tina@ehanda.com**
- F. All written questions received will be answered in writing and sent to all firms then on the Interest List. ***Oral statements regarding this RFQ/P by any person(s) should be considered unverified information unless confirmed in writing. To ensure a response questions must be received in writing by 5:00 p.m., November 5, 2018***

- G. The Board of Education of the District reserves the right to accept or reject any or all SoQ/P submittals and to negotiate with any or all responsible submitters. Submitters shall be responsible for all expenses that they may incur in preparing proposals.
- H. The District reserves the right to revise the RFQ/P up to and including **November 5, 2018**, for issuance of clarifications and revisions to this RFQ/P. Revisions to the RFQ/P shall be sent to all firms on the Interest List. The District expressly reserves the right to extend the deadline by which proposals are due.

2. DESCRIPTION OF SERVICES REQUIRED

A. Introduction

The District will select a pool of firms to develop construction drawings and to assist in the administration of the construction project. Responses received from this RFQ/P will be used by the District as a foundation for the development of agreements and contracts with specific provisions subject to review and negotiations relative to the professional services to be provided.

B. Background on the Project

The District is a small K-8 elementary school District in Lakeside, California. As of the 2017-18 school year, the District served 6,200 students in the Community of Lakeside, California, in San Diego County.

The District has 7 elementary sites, 2 middle school site, and 3 district charter school sites and a pre-school a total of 13 sites.

For the purpose of outlining a generic fee schedule, please use the following hypothetical project:

Design for a new Multi-Purpose Room with a budget of \$3Million dollars.

It is anticipated that the District will select and contract with one or more firms to immediately provide services for Modernization projects. Architect(s) selected for Modernization work may also be utilized for New Construction work, via an agreement amendment or separate contract. (However, an assignment of Modernization work does not guarantee that New Construction work will be assigned).

In addition, the District may utilize Responses to this Request to create a pool of architects for these modernization projects and/or future projects and/or to select one or more architects for other capital and/or maintenance program projects that may include: modernization, expansion, new construction, reconstruction, alteration, rehabilitation, repair, relocation, reconfiguration, upgrades, closeouts, and other projects as may be identified, planned, modified, or prioritized/reprioritized. The District may also issue future solicitations that may augment or supersede this solicitation.

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**Modernization Projects-Scope of Work Overview/Background**

*For general background purposes, the following categories were among those reviewed for possible inclusion in the modernization work. The actual modernization work at each site did not include all categories and was prioritized based on the needs of the site and the available budget.*

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b><i>I. Classroom Upgrades</i></b>                                                              |
| <i>Sinks/Faucets</i>                                                                             |
| <i>Doors (frames, doors, hardware)</i>                                                           |
| <i>Windows</i>                                                                                   |
| <i>Electrical (power outlets/panels)</i>                                                         |
| <i>Paint (interior)</i>                                                                          |
| <i>Paint (exterior)</i>                                                                          |
| <i>Cabinetry (teacher wall/station)</i>                                                          |
| <i>Technology Infrastructure *(see below)</i>                                                    |
| <i>Window Treatment</i>                                                                          |
| <i>Flooring (miscellaneous only)</i>                                                             |
| <i>Ceiling (room options: full replacement; classrooms ceiling panels only; paint grid only)</i> |
| <b><i>II. Energy Efficiency/Conservation</i></b>                                                 |
| <i>Allow for Lighting/Sensor Upgrades</i>                                                        |
| <i>Allow for some HVAC retrofit/upgrades and Energy Management System (EMS)</i>                  |
|                                                                                                  |
| <b><i>III. Campus Enhancements</i></b>                                                           |
| <i>Restrooms</i>                                                                                 |
| <i>Lunch Shelters (Lunch/Playground Shelters)</i>                                                |
| <i>Stages (outdoor; define scope)</i>                                                            |
| <i>Landscaping/Turf Replacement Allowance (other than fields)</i>                                |
| <i>Landscaping/Turf Replacement Allowance (hydro-seeding fields)</i>                             |
| <i>Administration Buildings Renovations</i>                                                      |
| <i>Roofs (square foot area) excluding portables</i>                                              |
| <i>Roofing/Restoration/Replacement</i>                                                           |
| <b><i>IV. Technology</i></b>                                                                     |
| <i>Site/Interior Infrastructure</i>                                                              |
| <i>Equipment (hardware/software)</i>                                                             |
| <i>Security</i>                                                                                  |

**3. ITEMS FOR INCLUSION IN PROPOSAL**

All SoQ/P submittals shall address the following items in the order listed below and shall be identified in the submitted SoQ/P to match the following list:

- A. Description of Firm – This section should provide information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District.
- B. Description of Projects – This section shall identify similar projects that the firm has completed. Use this section of the Proposal to indicate the areas of expertise you have previously provided and how the firm's expertise will enable the District to benefit from that expertise. The District is requiring the firm (s) to have relevant experience in modernizing elementary schools. The proposal shall include the following format:

| <b>PROJECT NAME AND LOCATION</b> | <b>DISTRICT'S NAME, ADDRESS, CONTACT PERSON, EMAIL. AND TELEPHONE</b> | <b>COMPLETION DATE</b> | <b>PROJECT COST (Project Estimate; Construction Bids; Final Costs; Change Orders)</b> | <b>COMMENTS</b> |
|----------------------------------|-----------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------|-----------------|
|                                  |                                                                       |                        |                                                                                       |                 |

- C. Background of Assigned Personnel – Identify all personnel and provide a brief resume including pertinent experience of personnel who will be participating in this project. Provide total number of professional staff employed by the firm. Identify persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual.
- D. Management of Workload – Address the current and projected workload of the firm and address the ability of the firm to undertake this project.
- E. Schedule – The SoQ/P shall include a projected schedule for project(s). Using the expertise of the firm and based upon the best information available at this time, the architect firm shall graphically demonstrate a schedule that depicts the number of days in duration and a start and finish date. The schedule shall include the following tasks estimating a final completion and occupancy date for the project:
  - 1. Planning and design through DSA approval
  - 2. CEQA compliance
  - 3. Bid Process
  - 4. Construction Administration
  - 5. DSA certification and close out

- F. Project Plan and Methodology - Briefly describe the procedures your architectural firm will use in conducting each task in the design of the project(s). Address the approach, schedule and plan so that the project will flow consistent with the schedule identified in section 3.E. above.
- G. Consultants - The SoQ/P shall list all individuals and firms that shall be included and working on this plan. Include a brief resume of key personnel from each consulting firm/individual who will be working with the District.
- H. Experience with Funding Options and Cost Estimating – The SoQ/P shall include the background, experience and success of the individuals/consultants involved in the team regarding prioritizing projects, estimating costs and successfully exploring alternative funding and financing.
- I. Fees – Proposer must list hourly fees and reimbursable rates on the Architect Fee/Reimbursable Schedule Form. The District expects to award projects based on hourly rates with a not-to-exceed amount. Proposers shall not be reimbursed for any costs associated with the preparation of proposals to this RFQ/P.
- J. Client Reference List – List the client firm/district name, contact person and their position, telephone number, and email address. List the projects for which services were provided.
- K. Other – Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to the SoQ/P.

**4. SELECTION PROCESS and PROJECTED DATES**

The process and projected schedule that the District will utilize in selecting a firm to perform services will be as follows:

| <u>Action</u>                                                                                   | <u>Date</u>           |
|-------------------------------------------------------------------------------------------------|-----------------------|
| a. Release of Request for Qualifications/Proposals                                              | October 25, 2018      |
| b. Last Day to Submit Questions for Clarification<br>-must be received at or before 5:00 p.m.   | November 5, 2018      |
| c. Addenda Clarifications Issued by EH&A/District                                               | November 9, 2018      |
| d. Deadline for Receipt of Responses<br>-must be received at or before 3:00 p.m.                | November 16, 2018     |
| e. Screening/Evaluation                                                                         | November 19 -21, 2018 |
| f. Notify Finalists of Interviews                                                               | November 26, 2018     |
| g. Interview of Finalists-                                                                      | December 4, 2018      |
| h. Board Submission Packet Due                                                                  | December 7, 2018      |
| i. Architect Agreement Due from Legal Counsel                                                   | December 10, 2018     |
| j. Architect – Board Presentation / Consideration of Award of Contract(s)<br>by Governing Board | January 17, 2019      |

## 5. EVALUATION

Firms submitting SoQ/P are advised that all SoQ/P will be evaluated to determine the firm that will meet the needs of the District. Evaluation will include, but not be limited to the following criteria:

- A. Understanding the District's goals
- B. Experience and expertise with similar projects in size and scope
- C. Understanding the site's considerations
- D. Understanding the District and the Project
- E. Relevant expertise of consultants.
- F. Ability to meet time schedules and budgets
- G. Fee Schedule
- H. Completeness of Proposal.
- I. The oral interview and presentation

The selected Architect shall work under the direction of the Chief Business Official. The Architect selected may work with a Construction Management (CM) firm to provide construction cost savings advice, conduct value engineering and constructability reviews and recommend modifications to the plans for the project, to the District and the CM if necessary and as required. The District requires a full-service architect firm to provide planning, design, construction administration, and closeout services for its projects. Such services will require compliance with all legal and regulatory requirements to which public schools are subject now or in the future. Architect will be required to obtain DSA approval of plans and certification after completion, and other regulatory approvals (e.g. city/county, fire, health, etc.) as required, and assist the District with other required approvals. Architect must work cooperatively and collaboratively with Project teams, including District consultants and other architects. Architect will be required to attend meetings and assist with presentations as needed (e.g. Board, agency, community, design committees, job walks, construction meetings, etc.as required) Architect will provide all needed architectural disciplines, engineers and consultants (e.g. civil, structural, electrical, mechanical, plumbing, landscape, acoustical, food service, and others) as needed to provide a complete approvable and buildable set of plans, within its fee structure, unless exceptions are specifically agreed to in any contract entered into with the District.

**The District reserves the right to determine the number of firms that will be requested to appear for an oral interview. PowerPoint-type presentations will not be permitted. Interviews will be discussion-based and will include an opportunity for the firm to present its qualifications and an opportunity for questions by the interviewing panel.**

The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Proposer. Thus, each proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

**Modifications of proposals submitted by a Proposer after the proposal deadline will not be considered unless the District requested the modifications.**

Each Proposal shall be reviewed to verify that the Proposer has met the minimum requirements of the RFQ/P. Proposers must follow the required format specified in this RFQ/P in order to facilitate District review.

The District reserves the right to cancel this RFQ/P at any time without any obligation whatsoever for proposal preparation, interview, fee negotiation or other costs associated with this RFQ/P or any proposal submitted in response to this RFQ/P.

The District may reject any or all proposals and may waive any minor deviation in any proposal. The District's waiver of any minor defect shall in no way modify the RFQ/P documents or excuse the Proposer from compliance with the other provisions of this RFQ/P.

Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

**REQUIRED SUBMITTAL DOCUMENTS:**

A. **YOUR RESPONSES to Section 3. ITEMS FOR INCLUSION IN PROPOSAL”** of this RFQ/P is limited to 15 pages, 8 ½ x 11”, single-sided.

B. **REQUIRED ATTACHMENTS:**

**1. RFP PROPOSAL AND CERTIFICATION FORM**

Proposer shall return a Request for Proposal and Certification Form, fully executed in accordance with the Instruction to Proposers. Proposals for the Service will be accepted as outlined in this RFQ/P. Proposer should include the specific costs for each item set forth in the Scope of Services and fees and rates should include all services. The fees shall include the cost of all labor, materials, equipment, supplies and space necessary.

**2. ARCHITECT FEE/REIMBURSABLE SCHEDULE FORM**

Proposer must list hourly fees and reimbursable rates on this form. Proposers shall not be reimbursed for any costs associated with the preparation of proposals to this RFQ/P.

**3. NON-COLLUSION DECLARATION FORM**

Proposer must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed proposal.

**4. CONTRACT AND ADDENDA FORM**

Proposer shall acknowledge receipt of the proposed form of the Agreement for Architect Services and any Addenda received.



C. **OPTIONAL PRESENTATION BROCHURE:**

This can contain descriptions, illustrations, photographs, etc., of school district projects.

**OTHER INFORMATION:**

**NOTICE AND DISCLOSURE**

Notice and disclosure as required by Public Contract Code section 20103.6 is attached.

**RELATED DOCUMENTS AND INFORMATION**

Documentation associated with this RFQ/P, including the proposed form of agreement, may be viewed at:

[www.lsusd.net](http://www.lsusd.net)

**REQUEST FOR QUALIFICATIONS/PROPOSAL – ARCHITECTURAL SERVICES**

**PROPOSAL AND CERTIFICATION**

Board of Trustees  
Lakeside Union School District  
12335 Woodside Avenue  
Lakeside, CA 92040  
RE: Request for Qualifications/Proposal – Architectural Services

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of

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having carefully examined the Request for Qualifications/Proposal, the Instructions, Specifications, and all of the documents for the proposed School and District Office Projects, proposes to perform the contract, including all of its component parts, and to furnish all services and taxes called for by them for the entire order, at the rates, costs, and prices as set forth in the attached: **ARCHITECTURAL HOURLY SERVICES FEE/REIMBURSABLE SCHEDULE.**

I certify that all information contained in this Response is true and correct to the best of my knowledge and that I am authorized to submit this Response on behalf of the firm.

SUBMITTED BY:

---

COMPANY

---

ADDRESS

CITY/STATE/ZIP

---

SIGNATURE

PLEASE TYPE OR PRINT NAME

---

TITLE

DATE

---

PHONE



**NON-COLLUSION DECLARATION FORM**

State of California                    )  
                                                  ) ss.  
County of San Diego                 )

I, \_\_\_\_\_, being duly sworn, declare  
that I am \_\_\_\_\_

of \_\_\_\_\_, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018, at \_\_\_\_\_ California.

\_\_\_\_\_  
Signature

[This form must be notarized]

**ACKNOWLEDGEMENT OF RECEIPT OF CONTRACT AND ADDENDA**

The undersigned acknowledges receipt of the proposed form of Agreement for Architect Services and the following Addenda. The cost, if any, of such Addenda revisions has been included in the rates and prices of your proposal.

Proposed form of Agreement for Architect Services November 5, 2018.

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Name of Proposer \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

## NOTICE AND DISCLOSURE CONCERNING CONTRACT PROVISIONS

Local Agency Public Construction Act - Public Contract Code 20103.6

(a) (1) any local agency subject to this chapter shall, in the procurement of architectural design services requiring an expenditure in excess of ten thousand dollars (\$10,000), include in any request for proposals for those services or invitations to bid from a prequalified list for a specific project **a disclosure of any contract provision that would require the contracting architect to indemnify and hold harmless the local agency against any and all liability, whether or not caused by the activity of the contracting architect.** (2) **The disclosure statement shall be prominently set forth in bold type.**

(b) In the event a local agency fails to comply with paragraph (1) of subdivision (a), that local agency shall (1) be precluded from requiring the selected architect to agree to any contract provision requiring the selected architect to indemnify or hold harmless the local agency against any and all liability not caused by the activity of the selected architect, (2) cease discussions with the selected architect and reopen the request for proposals or invitations to bid from a qualification list, or (3) mutually agree to an indemnity clause acceptable to both parties.

(c) This section shall become operative on July 1, 1998. (Added by Stats. 1997, Ch. 722, Sec. 1.)

**The proposed form of Agreement for Architect Services contains the following provision:**

### **Indemnity.**

(a) **Architect indemnifies and holds harmless District, the Board, each member of the Board, and the District's officers and employees from losses, damages, liabilities and costs to the extent that a claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect and its consultants, agents, or employees associated with the Project or for whom the Architect is legally liable, to the maximum extent permissible under Civil Code section 2782.8.**

(b) **Any cost to defend District and related parties that is charged to the Architect shall be to the Architect's share of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Architect shall meet and confer with other parties to resolve unpaid defense costs.**

(c) **The provisions of this Article pertaining to the duty and cost to defend shall not apply if there is a Project-specific general liability policy that insures all Project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.**