REQUEST FOR QUALIFICATIONS (RFQ&P) FOR BUILDING ENVELOPE CONSULTANT (BEC) SERVICES AND PROJECTS

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide BUILDING ENVELOPE CONSULTANT SERVICES for various projects. Selection will result in a pool of BUILDING ENVELOPE CONSULTANT SERVICE Providers expected to provide comprehensive professional services to SOCCCD on an as needed basis over the next five years.

In addition to the above, SOCCCD is requesting project specific proposals BUILDING ENVELOPE CONSULTANT SERVICES for the following two projects.
1. A400 Building Renovation at Irvine Valley College
2. TAS Building Renovation at Saddleback College

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: David Schiermeyer

Questions regarding this RFQ&P may be directed to David Schiermeyer, Construction Manager at Facilities Planning & Purchasing, at (949) 348-6022 or via email at dschiermeyer@socccd.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing dschiermeyer@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

All responses must be received by mail, recognized carrier or hand delivered by

2:00 PM October 04, 2013
Late submittals will not be considered
INTRODUCTION

The South Orange County Community College District (SOCCCD) has construction projects planned for their campus locations at Saddleback College, Irvine Valley College and ATEP. Saddleback College is located in Mission Viejo and serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita areas. Irvine Valley College is located in Irvine and serves students in the Irvine, Tustin, Lake Forest and Laguna Beach areas. ATEP is a developing campus located in Tustin and serves the educational needs of students district-wide.

SOCCCD is seeking to establish a pool of qualified providers of BUILDING ENVELOPE CONSULTANT (BEC) SERVICES for new construction, renovation, and scheduled maintenance project services for Saddleback College, Irvine Valley College and the ATEP campus for a five (5) year period.

SOCCCD is also seeking proposals for BUILDING ENVELOPE CONSULTANT SERVICES for two projects currently in Construction Document design phase. These projects are the A400 building renovation at Irvine Valley College, and the TAS building renovation at Saddleback College.

GENERAL INFORMATION

Overview

SOCCCD is seeking qualified providers of BUILDING ENVELOPE CONSULTANT SERVICES for various projects. Selected Firms will be determined qualified for a pool from which the District may draw services for the next five (5) years.

Selection for the BUILDING ENVELOPE CONSULTANT SERVICES pool will be performed by an evaluation committee. If the District determines it to be in their best interest, interviews may be arranged as part of the selection process or later when project specific proposals are requested.

Attached is a copy of the District’s Standard BUILDING ENVELOPE CONSULTANT SERVICES Agreement (Exhibit B). Specific project needs may include only a portion of the services identified therein. The exact scope of services required by the District will be set forth in a project specific Agreement between the District and the BEC Firm and will depend on the specific project needs. Proposing Firms are expected to identify in their submittal those items, if any, in the Agreement for which they would like to request modification. If none, proposing Firms are expected to state no modifications are anticipated.

Following identification of Firms qualified and selected for the pool, the District will request project specific proposals on an as needed basis from the BUILDING ENVELOPE CONSULTANT SERVICES pool. A contract will be awarded to the Firm(s) which in the judgment of the District best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee. Notice to Proceed on project work is typically provided immediately upon receipt from the Consultant of required contracts and documentation. The District reserves the right to request proposals from outside of the pool of services at any time.
South Orange County Community College District
307D - RFQ&P Building Envelope Consulting Services
October 04, 2013

SOC CCD is also seeking BUILDING ENVELOPE CONSULTANT SERVICE proposals for the A400 Building renovation at Irvine Valley College in Irvine, and the TAS Building Renovation at Saddleback College in Mission Viejo. Both of these projects are currently in design phase. District requirements are described in this RFQ&P, and project specific requirements are included in the attached exhibits D & E. The proposals for these projects are to be included with the submission of the RFQ&P proposals as noted in this RFQ&P under section Instructions for submitting qualification and proposals.

Only Firms accepted into the 5 year pool will have their proposals considered for the A400 and TAS building renovation project.

SUBMITTAL INFORMATION AND SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ&P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms may confirm an interest in providing a submittal by emailing dschiermeyer@socccd.edu Acknowledging Firms will receive addenda, if any are developed, by email as well via the website.

Submittal questions must be in writing and be directed to David Schiermeyer, Construction Manager via email at dschiermeyer@socccd.edu with the subject line indicating “Question(s) for BUILDING ENVELOPE CONSULTANT SERVICES RFQ&P”. If questions are submitted after the deadline, they will not be answered and Firms must provide a submittal using the information in the RFQ&P and any addenda provided.

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

Request for Qualification & Proposals Submittal Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ&amp;P - 1st Advertisement</td>
<td>September 06, 2013</td>
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<tr>
<td>RFQ&amp;P - 2nd Advertisement</td>
<td>September 13, 2013</td>
</tr>
<tr>
<td>Deadline email confirmation of interest</td>
<td>September 17, 2013</td>
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<tr>
<td>Deadline for written questions</td>
<td>September 26, 2013</td>
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<tr>
<td>Last addendum</td>
<td>October 01, 2013, 2:00 PM</td>
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<tr>
<td>Deadline for RFQ&amp;P Submittal</td>
<td>October 4, 2013, 2:00 PM</td>
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South Orange County Community College District
307D - RFQ&P Building Envelope Consulting Services
October 04, 2013

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<tr>
<th>Interviews</th>
<th>October 24, 2013</th>
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<tr>
<td>Recommendation to Board</td>
<td>November 05, 2013</td>
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<tr>
<td>Board Meeting Date</td>
<td>November 25, 2013</td>
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The delivery package must be clearly marked with the RFQ&P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

**Late submittals will be returned to the Firm without evaluation and Firm will not qualify for the BUILDING ENVELOPE CONSULTANT SERVICES Pool.** It is the Firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**LIST OF FUTURE DISTRICT PROJECTS**

Listed below are some of the potential projects that may require BUILDING ENVELOPE CONSULTANT SERVICES work over the course of the next five years. SOCCCD uses a variety of delivery methods including: Design/Bid/Build, Design-Build, and Lease/Leaseback. Projects other than those listed may be included from the Facilities Master Plans for each of the colleges or from college renovation, modernization or scheduled maintenance projects. Building Envelope Consultant Services may commence in advance of the anticipated construction start date depending on Project Specific needs.

**SADDLEBACK COLLEGE CAMPUS**

**NEW SCIENCES BUILDING**

This approximately 82,000 SF of new building space equals construction costs valued at $39,500,000 with an anticipated construction start date of September 2013.

**ATAS RENOVATION SWING SPACE**

The minor modification to existing swing space with the addition of an Auto Tech classroom has construction costs anticipated at $6,300,000 and an anticipated construction start of early 2014.

**ATAS RENOVATION**
This project intends to stabilize the building foundation and slab with resultant interior improvements to this 36,500 SF building with construction costs anticipated at $9,850,000 and an anticipated construction start of late 2014.

SITE IMPROVEMENTS

This combination of site improvements includes storm drains, parking lots and a quad renovation. The overall construction costs are anticipated at $8,350,000 with an anticipated construction start date of mid 2014.

IRVINE VALLEY COLLEGE CAMPUS

BARRANCA ENTRANCE

This project will connect the southern portion of the parameter road to the City’s surface street and will cross city property, an easement held by a public utility and district property. The construction costs are estimated at $1,750,000 with an estimated construction start date of August 2013.

A 400 RENOVATION

This Design/Build project will demolish an existing 12,000 SF single story structure and replace it with an approximately 24,000 SF two story classroom and offices building. The construction costs are $6,300,000 with a construction start date of February 2014.

A 200 RENOVATION

This renovation of this approximately 16,000 SF single story structure carries an anticipated construction cost of $3,500,000 with an anticipated construction start date of late 2015.

FINE ARTS BUILDING

This new construction of 57,000 SF carries an anticipated construction cost of $25,500,000. Start date contingent upon State funding match.

ATEP CAMPUS

BUILDING ONE - SADDLEBACK BUILDING

The construction cost is anticipated at $14,850,000 with project start date TBD.

BUILDING ONE - IRVINE VALLEY COLLEGE BUILDING

The construction cost is anticipated at $14,850,000 with project start date TBD.

BUILDING ENVELOPE CONSULTANT SERVICES SCOPE OF WORK

A contract will be executed between SOCCCD and the Commissioning Consultant.
The Consultant shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including but not limited to all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors, and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances.

The Consultant shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, sheet metal and waterproofing interface at exterior wall conditions, and building movement joints. Roofing and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer’s published guarantee requirements. Consultant must be familiar and experienced with the Sarnafil product.

The Consultant will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the Project in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.

The Consultant will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work. This recommendation will come in the form of a work scope description to be included in the proposal responding to this RFG & P

The Consultant will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.

The Consultant will attend (3) three design review and coordination meetings, (1) one day each, at a district location to be determined.

a. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations

b. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelop items.

c. Prior to advertisement of bid,

The Consultant will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required “Agency Back-Check review’ as shown in the Project Schedule.
8. In collaboration with the Design Team, the Consultant shall perform a building envelope system review of the construction document submission and final agency approved documents.

9. The Consultant shall prepare a list of cost saving items for consideration by the Owner and Design Team, and shall participate in the evaluation of all cost saving items developed by the Project Team that relate to the Consultant’s scope of work.

10. The Consultant shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.

11. The Consultant will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. (5) Five Reports are included in the items above. Additional Reports are $500.00 ea.

Construction Phase

12. The Consultant will provide construction administration support including response to requests for information (RFI’s), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelop punch list preparation and completion, and any other services typically provided in connection with such consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed include;

   a. Lath and plaster system, sheet metal, veneer attachment.
   b. Exterior curtain wall, storefront, entrance system.
   c. Brick exterior and brick veneer attachment systems.
   d. Combine roof system materials, waterproofing, penetrations, etc.
   e. Building movement joints.
   f. All flashing details – including MEP penetrations at the roof.

13. In coordination with the DSA Inspector of Record, the Consultant shall participate in the exterior envelop testing and inspecting program and provide field inspections when appropriate. (6) Six visits and reports are included.

14. The Consultant shall attend the following meetings at the Project Site

   a. Shop drawing/submittal review meeting (three (3) half day meetings)
   b. Field water testing scope review meeting (one (1) half day meeting
   c. Field water testing observations (Mock-up and production: two (2) full days)
   d. Mock-up shop drawing review and field observation meetings (two (2) full days)
   e. Pre-installation meetings (one (1) full day meeting
   f. First installation observation (three (3) half day site visits).
15. The Consultant’s Field Water Testing Support shall include, but is not limited to the following services:
   a. Assist the Architect in selecting the locations for proposed field water testing, recommended testing method, and setting the protocol for the number of field water tests performed.
   b. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.
   c. Field water testing observations.
   d. Written reports, including digital commentary or digital detailing and digital photography and or digital film for all field visits and recommendation for correcting unacceptable conditions, ten (10) reports not included elsewhere.

16. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the commissioning related work as provided in the construction contract.

REGULATORY REQUIREMENTS

Regulatory Requirements

Experience with the Division of State Architect (DSA), the Uniform/International Building Code (IBC/UBC), Title 24 of the California Code of Regulations and coordination with the District and their consultants will be required.

Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to www.dir.ca.gov/DLSR/RWD or to the following:

   Department of Industrial Relations
   Division of Labor Statistics and Research
   Prevailing Wages Unit
   PO Box 420603
   San Francisco, CA 94142
   Phone: (415) 703-4474

Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 1/2 x 11 white paper with each page clearly numbered on the bottom. Each section 1, 2, 3, 4, 5, 6, 7, 8, 9,
South Orange County Community College District  
307D - RFQ&P Building Envelope Consulting Services  
October 04, 2013

10, 11, 12 and 13 shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Firm. Additional copies may be photocopies.

Provide information in this order:

1. **Cover Letter** - A maximum one-page, **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit on behalf of the Firm. (one page maximum)

2. **Table of Contents** - A **Table of Contents** of the material contained in the submittal should follow the Cover Letter.

3. **Executive Summary** - The **Executive Summary** should contain an outline of your approach along with a brief summary of your qualifications. (one page maximum). Firm should have an office in Los Angeles, Riverside, San Diego or Orange County.

   a. **NOTE:** **Exhibit G** - ‘The qualification matrix’ should be completed and placed in this section behind the executive summary. This form will be used as part of the qualification review process.

4. **Experience** - Provide any professional registration, certifications and affiliations for the Firm. Describe experience including the scope of relevant projects, description, completion date, and construction costs for relevant projects in the last five years. Provide contact names and phone numbers for each listed project.

   Evidence that the Firm is legally certified to conduct business in the State of California for the services offered.

   Experience with college and university educational facilities and other institutional services and California Building Code Standards.

   List the range of project sizes completed (from very small to very large project) based on construction dollar values.

   The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

   If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. **Personnel** – This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:
South Orange County Community College District  
307D - RFQ&P Building Envelope Consulting Services  
October 04, 2013  

- Work plan with the current work load and next six-month backlog and plan for addressing this work  
- Number of qualified staff  
- Identification of any services noted in the Agreement(s) not provided in-house  
- Identification of proposed sub consultants.  
- All personnel assigned to District projects, employees, sub-consultants or subcontractors must:  
  - Possess the minimum qualification to perform the services provided  
  - Have knowledge and understanding of codes, major services and activities required to perform services provided  
  - Have a minimum of three years of directly related experience as noted in submittal attachments  
  - Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.  
  - Include resumes of proposed personnel, including any proposed sub-consultants, who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held. (No more than one page/person)  

- Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. **Services** – Provide list of services available from Firm including a brief description of philosophy and process for providing Building Envelope Consultant services. (Two page maximum)

7. **Additional Data** - Provide additional information about the Firm as it may relate to this RFQ&P. Include unique projects, etc., ongoing professional education of staff and total number of permanent employees. DVBE participation level, if any.

8. **Professional Fees and Sample Fee Proposal** - Fees will be based on fully-loaded hourly billing rates for each classification.  

When providing costs, each line item shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Schedule of Fees provided in this submittal will be used as the basis for negotiations throughout the five year duration for the BUILDING ENVELOPE CONSULTANT SERVICES pool. Any increases must be approved in writing by the District prior to the performance of service.

Please note that such rate will only be considered for an adjustment on an annual basis (based on the date of mutual execution of the Contract) and upon written request by Firm.
Such adjustment will be based on the percentage increase, decrease, set forth in the Consumer Price Index (CPI) for Orange County.

The final all inclusive rate shall be negotiated after the selection process. Project Specific Agreements will be based on a lump sum basis. The total fees paid to any selected BUILDING ENVELOPE CONSULTANT FIRM will be these fees as authorized by the individual Project Specific Agreement.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the site of work, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except as follows:

a. Personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College, Irvine Valley College and ATEP shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration. Rates will be negotiated and finalized at execution of the Project Specific Agreement.

b. Clerical labor to compile reports and transmit.

Proposers shall specifically include hourly rates and monthly fees for full time services in their proposals for the following:

- Field Consultant Staff Rate
- Clerical staff
- Overtime and Weekend Rates for the above.
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services.

Identify any constraints or assumptions that affect fee. Services that are not specifically included in RFQ exhibits may be added in the blank areas provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

9. **Client References** – This section of the Proposal permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Firm and any sub consultants included in the Proposal and shall include:

a. Project name, location and description
b. Client contact name
c. Telephone number
d. Email address
10. **Agreement Review** - Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

11. **Proposal for A400 BUILDING ENVELOPE CONSULTANT SERVICES** – Provide a ‘Not to Exceed’ Proposal for A400 Building Renovation Building Envelope Consultant Services at Irvine Valley College. See attached Exhibit E

12. **Proposal for TAS BUILDING ENVELOPE CONSULTANT SERVICES** – Provide a ‘Not to Exceed’ Proposal for TAS Renovation Building Envelope Consultant Services at Saddleback College. See Attached Exhibit F.

13. **Certification** - Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ&P

Responses to the RFQ&P should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Deviation from the defined content, order and format prescribed in this RFQ&P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is not to be included with the Firm’s submittal.

**BASIS OF AWARD**

The selection of the BUILDING ENVELOPE CONSULTANT SERVICES will be a two-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.

2. The second stage will be for short-listed Building Envelope Consultants invited for an interview to present their full understanding of and responsiveness to this RFQ&P and their specific experience and approach to the specific project.

At the conclusion of the second stage, Building Envelope Consultants will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as what is in the best interests of the District as determined by the committee including consideration of fair and reasonable pricing. The successful Firm must demonstrate:
Qualifications, experience and time commitment of key personnel assigned to provide the services. The Firm’s experience and knowledge in providing Building Envelope Consultant Services

Reasonable and competitive fees as shown in the fee schedule

MISCELLANEOUS

1. General information about SOCCCD may be found at http://www.socccd.edu. Recent projects are listed at the “Bids” tab. The Master Plan is found at http://www.socccd.edu/about/about_planning.html

2. All submittals shall remain active and valid for ninety days following closing date for receipt. If selected for the Building Envelope Consultant Services Pool, the submittal information may be incorporated into the contract documents and amended with written approval between the parties, as necessary. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ&P materials.

5. All materials submitted in response to this RFQ&P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain all submittals, whether selected or rejected.

6. Only written changes to the RFQ&P will be valid. Verbal representations will not be binding on either party.

7. SOCCCD reserves the right to reject any or all responses to this RFQ&P. Any and all costs incurred in preparing and submitting a response to this RFQ&P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
QUESTIONS FROM POTENTIAL RESPONDENTS

Questions regarding this project should be directed in writing to:

Questions regarding this RFQ&P may be directed to David Schiermeyer, Construction Manager at SOCCCD Facilities Planning & Purchasing, at (949) 348-6022 or via email at dschiermeyer@socccd.edu.

The District may modify the RFQ&P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing dschiermeyer@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Building Envelope Consultant Services.
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: A400 Proposal Form
6. Exhibit F: TAS Renovation Proposal Form
7. Exhibit G: Building Envelope Consultant – Qualification Matrix
CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ&P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Building Envelope Consultant Services and the instructions for submitting an RFQ&P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide five copies of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ____________________

_________________________________________  _______________________________________
Signature                                  Typed or Printed Name

_________________________________________  _______________________________________
Title                                      phone

_________________________________________  _______________________________________
Address                                   email
This AGREEMENT is made and entered into this XXth day of (Month) in the year 201X between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and (Name of Building Envelope Consultant Firm) xxxx Street, xxx, California, xxx, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain Building Envelope Consultant services for the (Name of Project), hereinafter referred to as "PROJECT (TBD)" located at “CAMPUS (TBD)” in the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. **Basic Services.** The CONSULTANT's services shall consist of those services performed by the CONSULTANT and CONSULTANT's employees as enumerated in this AGREEMENT.

2. **Standard of Care.** The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate xxx as a Project Manager, xxx, and as Principal in Charge. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the Project. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT’s firm that will be associated with the Project.

4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
8. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’s services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CONSULTANT’s rendition of services hereunder shall be deemed CONSULTANT’s assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

9. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT’s project schedule for the performance of the CONSULTANT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

The services covered by this AGREEMENT shall be completed within (TBD) months of the date of this AGREEMENT except for the post construction phase work.

**ARTICLE II - SCOPE OF CONSULTANT’S SERVICES**

**Pre-Construction Phase**

1. The Consultant shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including but not limited to all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors, and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances.

2. The Consultant shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, sheet metal and waterproofing interface at exterior wall conditions, and building movement joints. Roofing and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer’s published guarantee requirements. Consultant must be familiar and experienced with the Sarnafil product.

3. The Consultant will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the Project.
in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.

4. The Consultant will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work.

5. The Consultant will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.

6. The Consultant will attend (3) three design review and coordination meetings, (1) one day each, at a district location to be determined.
   d. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations
   e. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelop items.
   f. Prior to advertisement of bid,

7. The Consultant will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required “Agency Back-Check review’ as shown in the Project Schedule and currently anticipated for November 2010.

8. In collaboration with the Design Team, the Consultant shall perform a building envelope system review of the construction document submission and final agency approved documents.

9. The Consultant shall prepare a list of cost saving items for consideration by the Owner and Design Team, and shall participate in the evaluation of all cost saving items developed by the Project Team that relate to the Consultant’s scope of work.

10. The Consultant shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.

11. The Consultant will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. (5) Five Reports are included in the items above. Additional Reports are $500.00 ea.

**Construction Phase**

12. The Consultant will provide construction administration support including response to requests for information (RFI’s), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelop punch list preparation and completion, and any other services typically provided in connection with such
consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed include:

   a. Lath and plaster system, sheet metal, veneer attachment.
   b. Exterior curtain wall, storefront, entrance system.
   c. Brick and brick veneer attachments to the building.
   d. Combine roof system materials, waterproofing, penetrations, etc.
   e. Building movement joints.
   f. All Flashing details, including MEP roof and wall penetrations

13. In coordination with the DSA Inspector of Record, the Consultant shall participate in the exterior envelope testing and inspecting program and provide field inspections when appropriate. (6) Six visits and reports are included.

14. The Consultant shall attend the following meetings at the Project Site

   a. Shop drawing/submittal review meeting (three (3) half day meetings)
   b. Field water testing scope review meeting (one (1) half day meeting
   c. Field water testing observations (Mock-up and production: two (2) full days)
   d. Mock-up shop drawing review and field observation meetings (two (2) full days)
   e. Pre-installation meetings (one (1) full day meeting)
   f. First installation observation (three (3) half day site visits).
   g. Observation of testing of production installations (three (3) half day visits).

15. The Consultant’s Field Water Testing Support shall include, but is not limited to the following services:

   a. Assist the Architect in selecting the locations for proposed field water testing, recommended testing method, and setting the protocol for the number of field water tests performed.
   b. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.
   c. Field water testing observations.
16. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the commissioning related work as provided in the construction contract.

ARTICLE III - ADDITIONAL CONSULTANT'S SERVICES

1. The CONSULTANT shall be given additional compensation for the services described in Article III.

2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

a. Coordinating with the design professionals regarding material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.

b. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10.

c. Coordinating with the design professionals on the preparation of drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.

d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.

f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.

g. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT's practice.
ARTICLE IV: TERM OF SERVICES

1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this Agreement, including without limitation CONSULTANT’s performance of the service required hereunder and DISTRICT’s payment of all sums due to CONSULTANT.

2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for XXXX months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of XXXX months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit “A” (TBD for each specific project). Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article III.

3. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. (refer to Article VII)

ARTICLE IV – INDEMNITY AND INSURANCE

1. **CONSULTANT Indemnity of District.** CONSULTANT shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the Project itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CONSULTANT’s services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT’s Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONSULTANT’s obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

2. **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

   a. **Workers Comp Claims.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to CONSULTANT’s employees or his/her subcontractor’s employees arising out of CONSULTANT’s work under this AGREEMENT including a waiver of subrogation; and

   b. **Consultant Negligence.** Any and all claims for damages costs and/or charges caused by CONSULTANT’s negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT’s
consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT’s performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT’s indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT’s negligence and to the extent covered by CONSULTANT’s liability insurance.

2. **CONSULTANT shall purchase and maintain insurance** with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. **Workers’ Compensation and Employers Liability Insurance.** CONSULTANT shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by CONSULTANT. The Employer’s Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT’s services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out
of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT’s obligations under this Agreement; and (vi) for completed operations.

Consultant shall purchase and maintain comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

c. **Professional liability insurance**, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4. **Prior to commencing work,** CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of
CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5. **DISTRICT Indemnity of CONSULTANT.** The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the Project itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the Project.

6. **Coverage Amounts**

<table>
<thead>
<tr>
<th>Insurance Policy</th>
<th>Minimum coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million dollars ($1,000,000)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>One Million ($1,000,000) per occurrence and One Million dollars ($1,000,000) project specific in the aggregate</td>
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**ARTICLE V - COMPENSATION TO THE CONSULTANT**

The DISTRICT shall compensate the CONSULTANT as follows:

1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT’s performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

   (a) Pre-Construction & Design Phase  $ XX,XXX

   (b) Construction Phase, Jobsite      $ XX,XXX

   **TOTAL:**                           **$ XX,XXX**
1. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

2. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.

3. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District’s receipt of CONSULTANT’s billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.

4. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

5. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

6. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.

7. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
October 04, 2013

8. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT’s services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Exhibit (attached with Sample Agreement) or as a fixed fee.

9. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT’s employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’s review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT’s employees and consultants in the interest of the Project.

b. Reimbursable expenses shall be expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. CONSULTANT’s normal travel expense (including to and from the project) and meals are excluded.

c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT’s prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT’s Basic Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the Project.

   Cost + 10%

g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services.

   Cost + 10%
ARTICLE VI – CONSULTANTS DOCUMENTS

1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, design, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE VII – TERMINATION

1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for
personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

2. **Suspension of Project.** The District may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

3. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

4. **Non Payment.** The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

   a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
6. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.

7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT’s failure to perform as provided in the AGREEMENT.

### ARTICLE VIII – DISPUTES, MEDIATION AND ARBITRATION

1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

3. **Agreement Governance.** Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

### ARTICLE IX - DISTRICT’S RESPONSIBILITIES

1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, constraints and criteria.

2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT’s behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT’s failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
ARTICLE X - MISCELLANEOUS

1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

4. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

5. **Definitions**
   a. **Contract.** A Contract for Construction awarded by the DISTRICT to a Contractor for the construction of a portion of the Project.
   
   b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the Project.
   
   c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
   
   d. **Architect.** The Architect is (XXX XXX). References to the Architect include (XXX XXX) and its consultants retained to prepare or provide any portion of the Design Documents.
South Orange County Community College District
307D - RFQ&P Building Envelope Consulting Services
October 04, 2013

6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

7. **Full Force of Remaining Contract.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

9. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or

e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the Project.

f. **Site.** The physical area for construction and activities relating to construction of the Project.

g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the Project. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for Project construction.

h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.
to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT’s employees.

10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

11. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and / or control of CONSULTANT firm shall be deemed assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

12. **Permits/Licenses.** CONSULTANT and all CONSULTANT’s employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

14. **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>___________________</td>
</tr>
<tr>
<td>South Orange County</td>
<td>___________________</td>
</tr>
<tr>
<td>Community College District</td>
<td>___________________</td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>___________________</td>
</tr>
<tr>
<td>Mission Viejo, CA 92692</td>
<td>___________________</td>
</tr>
</tbody>
</table>

32
15. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

16. **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

17. This AGREEMENT entered into as of the day and year first written above.

DISTRICT  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  

__________________________________  
(Signature)  

Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services  

__________________________________  
(Date)  

CONSULTANT  

__________________________________  
(Paid number)  

(Date)  

(Taxpayer number)
SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
</tr>
<tr>
<td>Associate</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Special Services: CEO/Principal Consultant</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ XX</td>
</tr>
</tbody>
</table>
Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

Project Manager
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, Ca. 92692-3635

Date: TBD

SOCCCD Project Number: TBD

Consultant Invoice number:

Purchase Order: TBD

Project: TBD, SOCCCD Campus TBD
RE: Building Envelope Consultant Services

Consultant TBD
Consultant Address
City / State / Zip code
Phone Number

Professional Services from Month/ 01/Year - Month/31/Year

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
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<tr>
<td>Pre-Construction Phase</td>
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<td>0.00</td>
<td>0.00</td>
<td>XX,XXX.00</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX,XXX.00</td>
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<tr>
<td>Reimbursable</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>XX,XXX.00</td>
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<tr>
<td>TOTAL CONTRACT AMOUNT</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>Amendment 01</td>
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<td>REVISED CONTRACT AMOUNT</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX,XXX.00</td>
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Reimbursable Expenses

List reimbursable items .........................

Total Reimbursable rate at 1.1 times

<table>
<thead>
<tr>
<th>Total Reimbursable rate at 1.1 times</th>
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<tr>
<td>1.1</td>
</tr>
<tr>
<td>TBD</td>
</tr>
</tbody>
</table>

TOTAL THIS INVOICE 0.00
REQUEST FOR PROPOSAL: A400 BUILDING RENOVATION, BUILDING ENVELOPE SERVICES AT IRVINE VALLEY COLLEGE

South Orange County Community College District (SOCCCD) is requesting ‘Not to Exceed’ proposals to provide Building Envelope Consultant Services for the A400 Building Renovation project at Irvine Valley College located at 5500 Irvine Center Drive, Irvine, Ca. 92618.

The A400 Building Renovation Project is a new 27,371 sq./ft. two story building which replaces the existing A400 building on the Irvine Valley College Campus. The project is being designed and constructed by Swinerton Builders using a Design-Build delivery method. The project will be brace frame, with metal studs and exterior plaster. As of 6/13/2013, the project status is in the 50% Construction Document design phase, with submission to DSA expected by September 27, 2013. Construction is expected to extend from March 2014 – March 2015.

The A400 project has a requirement to meet LEED gold standards, although the District will not be pursuing formal certification. Refer to the RFQ and Sample Agreement for additional District requirements for all Building Consultant Service agreements, including quantities of meetings, and deliverables.

BUILDING ENVELOPE CONSULTANT SERVICES SCOPE OF WORK

Building Envelope Consultant services are to be provided in two (2) phases: Pre-Construction and Construction (Same scope as in RFQ&P and sample agreement)

Pre-Construction Phase

1. The Consultant shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including but not limited to all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors, and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances.

2. The Consultant shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, sheet metal and waterproofing interface at exterior wall conditions, and building movement joints. Roofing and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer’s published guarantee requirements. Consultant must be familiar and experienced with the Sarnafil product.

3. The Consultant will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the Project in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.
4. The Consultant will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work.

5. The Consultant will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.

6. The Consultant will attend (3) three design review and coordination meetings, (1) one day each, at a district location to be determined.
   a. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations
   b. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelope items.
   c. Prior to advertisement of bid, The Consultant will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required “Agency Back-Check review’ as shown in the Project Schedule and currently anticipated for November 2010.

7. In collaboration with the Design Team, the Consultant shall perform a building envelope system review of the construction document submission and final agency approved documents.

8. The Consultant shall prepare a list of cost saving items for consideration by the Owner and Design Team, and shall participate in the evaluation of all cost saving items developed by the Project Team that relate to the Consultant’s scope of work.

9. The Consultant shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.

10. The Consultant will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. (5) Five Reports are included in the items above. Additional Reports are $500.00 ea.
**Construction Phase**

11. The Consultant will provide construction administration support including response to requests for information (RFI’s), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelope punch list preparation and completion, and any other services typically provided in connection with such consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed include:

   a. Lath and plaster system, sheet metal, veneer attachment.
   b. Exterior curtain wall, storefront, entrance system.
   c. Brick and brick veneer attachment systems
   d. Combine roof system materials, waterproofing, penetrations, etc.
   e. Building movement joints.
   f. Review all flashing details including MEP roof and wall penetrations.

12. In coordination with the DSA Inspector of Record, the Consultant shall participate in the exterior envelope testing and inspecting program and provide field inspections when appropriate. (6) Six visits and reports are included.

13. The Consultant shall attend the following meetings at the Project Site

   a. Shop drawing/submittal review meeting (three (3) half day meetings)
   b. Field water testing scope review meeting (one (1) half day meeting)
   c. Field water testing observations (Mock-up and production: two (2) full days)
   d. Mock-up shop drawing review and field observation meetings (two (2) full days)
   e. Pre-installation meetings (one (1) full day meeting)
   f. First installation observation (three (3) half day site visits).
   g. Observation of testing of production installations (three (3) half day visits).

14. The Consultant’s Field Water Testing Support shall include, but is not limited to the following services:

   a. Assist the Architect in selecting the locations for proposed field water testing, recommended testing method, and setting the protocol for the number of field water tests performed.
b. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.

c. Field water testing observations.

d. Written reports, including digital commentary or digital detailing and digital photography and or digital film for all field visits and recommendation for correcting unacceptable conditions, ten (10) reports not included elsewhere.

15. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the commissioning related work as provided in the construction contract.

Refer to the attached agreement for additional scope information.

The ‘Not to Exceed’ proposal amount is to include all costs for the Building Envelope Consultant scope of work. The actual contracted amount may be negotiated for a reduced scope of work.

**Proposed Amount for Building Envelope Consultant Services for the A400 Building**

“Not To Exceed Amount” ($______________________)

In Words __________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Provide proposed breakdown</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre Construction</td>
<td>$XX,XXX (TBD)</td>
</tr>
<tr>
<td>Construction Phase :</td>
<td>$ X,XXX (TBD)</td>
</tr>
<tr>
<td>Reimbursable Allowance:</td>
<td>$ X,XXX (TBD)</td>
</tr>
<tr>
<td>Total:</td>
<td>$ XXX,XXX (TBD)</td>
</tr>
</tbody>
</table>

______________________________________________
Building Envelope Consultant Firm Name Signature and Date
REQUEST FOR PROPOSAL: TAS BUILDING RENOVATION, BUILDING ENVELOPE CONSULTANT SERVICES AT SADDLEBACK COLLEGE

South Orange County Community College District (SOCCCD) is requesting ‘Not to Exceed’ proposals to provide Building Envelope Consultant services for the Technology and Science (TAS) Building Renovation project at Saddleback College, located at 28000 Marguerite Parkway, Mission Viejo, Ca. 92692

The TAS Building Renovation Project is a Complete Renovation of an existing 35,120 sq/ft two story building including new plaster exterior, roofing and new MEP systems with a construction budget of 9.4 million. The project is being designed by GKK architects is in the 50% Construction Document stage, with submission to DSA expected in October, 2013. Alternative housing for the TAS program during its renovation is expected to complete by December 2015. Construction is expected to extend from February 2016 – March 2017.

The TAS project has a requirement to meet LEED minimum certification; paperwork for certification shall be completed by the Architect (GKK). Refer to this RFQ and Sample Agreement for additional District requirements for all Building Envelope Consultant agreements, including quantities of meetings, deliverables, etc.

BUILDING ENVELOPE CONSULTANT SERVICES SCOPE OF WORK

Building Envelope Consultant services are to be provided in two (2) phases: Pre-Construction and Construction (Same scope as in RFQ&P and sample agreement)

Pre-Construction Phase

1. The Consultant shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including but not limited to all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors, and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances.

2. The Consultant shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, sheet metal and waterproofing interface at exterior wall conditions, and building movement joints. Roofing and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer’s published guarantee requirements. Consultant must be familiar and experienced with the Sarnafil product.

3. The Consultant will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the Project
in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.

4. The Consultant will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work.

5. The Consultant will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.

6. The Consultant will attend (3) three design review and coordination meetings, (1) one day each, at a district location to be determined.
   c. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations
   d. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelop items.
   c. Prior to advertisement of bid, The Consultant will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required “Agency Back-Check review” as shown in the Project Schedule and currently anticipated for November 2010.

3. In collaboration with the Design Team, the Consultant shall perform a building envelope system review of the construction document submission and final agency approved documents.

4. The Consultant shall prepare a list of cost saving items for consideration by the Owner and Design Team, and shall participate in the evaluation of all cost saving items developed by the Project Team that relate to the Consultant’s scope of work.

5. The Consultant shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.

6. The Consultant will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. (5) Five Reports are included in the items above. Additional Reports are $500.00 ea.
Construction Phase

7. The Consultant will provide construction administration support including response for information (RFI's), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelop punch list preparation and completion, and any other services typically provided in connection with such consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed include;

   a. Lath and plaster system, sheet metal, veneer attachment.
   b. Exterior curtain wall, storefront, entrance system.
   c. Brick and brick veneer attachment systems
   d. Combine roof system materials, waterproofing, penetrations, etc.
   e. Building movement joints.
   f. Review all flashing details including MEP roof and wall penetrations.

8. In coordination with the DSA Inspector of Record, the Consultant shall participate in the exterior envelop testing and inspecting program and provide field inspections when appropriate. (6) Six visits and reports are included.

9. The Consultant shall attend the following meetings at the Project Site

   a. Shop drawing/submittal review meeting (three (3) half day meetings)
   b. Field water testing scope review meeting (one (1) half day meeting)
   c. Field water testing observations (Mock-up and production: two (2) full days)
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b. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.

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d. Written reports, including digital commentary or digital detailing and digital photography and or digital film for all field visits and recommendation for correcting unacceptable conditions, ten (10) reports not included elsewhere.

11. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the commissioning related work as provided in the construction contract.

Refer to the attached agreement for additional scope information.

The ‘Not to Exceed’ proposal amount is to include all costs for the Building Envelope Consultant Services scope of work. The actual contracted amount may be negotiated for a reduced scope of work.

**Proposed Amount for Building Envelope Consultant Services for the TAS Building**

“Not To Exceed Amount” ($_________________)

In Words ________________________________________________________________

Provide proposed breakdown

Pre-Construction Phase: $XX,XXX (TBD)

Construction Phase: $ X,XXX (TBD)

Reimbursable Allowance: $ X,XXX (TBD)

Total: $XX,XXX (TBD)

Building Envelope Consultant Firm Name ______________________________ Signature and Date
### TAB Description

1. **Cover Letter** - Professional / Format / Signed.

2. **Table of Contents** - Correct & Professional

3. **Executive Summary** - professional - coherent - relevant - concise

   *NOTE: Include a copy of this Matrix with highlighted cells filled in*

4. **Experience**
   - Years in business (min 3)
   - Location - proximity to campuses

5. **Personnel**
   - # of in-house BEC agents > 5 years experience

6. **Services - Philosophy re BEC services**
   - Quality Control - Process, etc.

7. **Additional Data re. Company**
   - Other
   - DVBE

8. **Fee Proposals Rates**
   - Hourly rate
   - Overtime Rate
   - Weekend Rate
   - Principal
   - BEC field staff
   - Administrative

9. **References & Recommendations**
   - # of References with phone #s
   - # of Written Recommendations from past clients

10. **Agreement Review**
    - # of Proposed Changes to scope (to improve project success)
    - # of Exceptions to Agreement Conditions - (proposed eliminations)
    - # of Serious Exceptions to Agreement - (required eliminations)

11. **A400 NTE Proposal Amount**

12. **TAS Renovation NTE Proposal Amount**

13. **Certification signed w correct # of addenda noted**

**Sub Total**

**Review Comments**

**Total**