

**REQUEST FOR PROPOSALS FOR**  
**ARCHITECTURAL DESIGN/ENGINEERING SERVICES**

**FOR THE CHAWANAKEE UNIFIED SCHOOL DISTRICT COMBINED  
KINDERGARTEN THROUGH HIGH SCHOOL (TK/K-12) EDUCATIONAL  
CAMPUS FACILITIES LOCATED AT THE TESORO VIEJO PROJECT  
IN MADERA COUNTY, CALIFORNIA**

**ISSUED BY:**

**CHAWANAKEE UNIFIED SCHOOL DISTRICT**

Issued: February 22, 2019

Due: March 27, 2019

## I.

### **INTRODUCTION AND SELECTION PROCESS**

The Chawanakee Unified School District (District) has or will procure, commensurate with the Environmental Impact Report (EIR), a +/- 87 acre site at the Tesoro Viejo Development in Madera, California for a planned Educational Campus. The District is soliciting Request for Proposals (RFP) from Architectural Design/Engineering firms located in Madera, Merced, Fresno or Tulare Counties with at least ten (10) years of experience in designing California school facilities, and within that timeframe, been the lead designer or engineer of record of at least five (5) school projects. The firm is expected to provide a wide-range of Professional Services for necessary academic spaces supporting Kindergarten (Transitional-Kindergarten) through High School education including various support facilities such as but not limited to; administrative, athletic, multi-purpose, fine-arts/music, CTE facilities, food-service, sports fields and/or playgrounds pursuant to and in cooperation with the District, the California Department of Education, the Division of State Architect, the Office of Public School Construction, the State Allocation Board and Tesoro Viejo, Inc. as the Developer.

It is the intent of the District to select a firm based upon demonstrated competence, professional qualifications, and best-value while meeting the needs of the District and Developer. The Board of Trustees of Chawanakee Unified School District reserves the right to accept or reject any RFP, any part thereof, or any combination of submitted documents and/or statements and to waive any or all formalities. The District reserves the right to verify the accuracy and completeness of all responses without regard to whether such information appears in the RFP or was provided in any correspondence or communication.

By submitting an RFP, each firm agrees to waive any and all claims it may have against the District, its Trustees, agents and employees, the Developer, its agents and employees and any referenced sources arising out of or in connection with the administration, evaluation or recommendation of any RFP, waiver of any requirements in the RFP, acceptance or rejection of any RFP award or subsequent negotiation or agreement with any firm.

**II.**  
**SCHEDULE OF EVENTS AND SELECTION CRITERIA**

**CHAWANKEE UNIFIED SCHOOL DISTRICT**

(SELECTION OF ARCHITECTURAL DESIGN/ENGINEERING FIRMS)

EVENT	DATE
Release Request for Proposal Documents	2-22-2019
Required On-Site Information Session for all Participants	3-07-2019
Request for Proposal Due Date	3-27-2019
District Evaluation of Proposals	3-28-2019
District Notice of Top 3 Architectural/Engineering Design Firms	4-1-2019
Interviews with Top 3 Architectural/Engineering Design Firms	4-5-2019
Board Approval of Architectural/Engineering Design Firms	4-9-2019
Expected Architectural/Engineering Design Firm Agreement	5-10-2019
Start of Architectural Design Project	7-1-2019
<i><b>Note:</b> All dates are preliminary and subject to revision and change</i>	

The District shall evaluate in good-faith each submitted RFP to adequately determine responsiveness to the information provided herein, all project related correspondence, site-informational session, as well as District and Developer needs. The RFP's will be reviewed by a selection-committee comprising of the District Superintendent, Board of Trustee member(s), District staff and a non-voting member of the Developer. The committee shall have the complete responsibility to review RFP submittals, select the top-three (3) firms, interview the top-three (3) firms and make a recommendation to the Board of Trustees for any award of contract, modification of professional services or negotiation of any best-value needs to serve the District and the Tesoro Viejo Project. The top-three (3) firms that are responsive to all administrative and technical requirements including Project-wide design considerations shall be assigned points based upon the following criteria:

- A. **Organization and Experience (10%):** The Architectural Design/Engineering Firm shall clearly demonstrate its financial capacity for a project of this size and verifiable experience in successfully completing California school educational facilities including but not limited to effectively partnering and communicating with all State agencies and

stakeholders in public education. Provide experience with Lease Lease-Back and Design-Build delivery methods.

- B. **General Conditions (15%):** The Architectural Design/Engineering Firm shall clearly identify; (1) employees that will be assigned duties for the project, (2) consulting engineering firms that will be under contract to complete the project including their scope of work, (3) evidence of insurance coverage and (4) a summary of any mediation/arbitration or lawsuit(s) related to a professional liability claim(s) within the last ten (10) years.
- C. **Innovative, Technical, and Architectural Design Concepts (35%):** The Architectural Design/Engineering Firm shall clearly demonstrate the most innovative design and suggested construction approach to the educational complex with respect to District and Developer needs.
- D. **Cost-Efficient and Budget-Sensitive Design Concepts (35%):** The Architectural Design/Engineering Firm shall clearly demonstrate best-value and proven ability in economical design with accuracy of cost-estimates or budgets, and maintaining project schedules to include Request for Information, Change Orders, Submittals and necessary project data flow.
- E. **References (5%):** The Architectural Design/Engineering Firm shall clearly demonstrate through past recommendation(s) that they have excelled in projects commensurate to the scope herein from other Districts, Contractors, Consulting Engineers, State or Local Agencies, and/or other stakeholders in the educational system.

**III.**  
**REQUIREMENTS FOR SUBMITTAL**

All submittals must be received by the District on or before March 27, 2019, at **1:00 p.m.** All submittals shall be sealed in an applicable envelope and labeled as: Tesoro Viejo K-12 Educational Complex Architectural Design/Engineering Firm Request for Proposals and so delivered to the Chawanakee Unified District Office c/o Superintendent Darren Sylvia 26065 Outback Industrial Way, O'Neals, CA 93645 (559) 877-6209. All submittals must be limited to a maximum **twenty-five (25)** single-sided pages in total length contained in a one-half (1/2") inch white three-ring binder with a clear cover insert of the firms' choice to properly identify themselves and the project. Each Architectural Firm shall submit the following information and documents in the order presented below:

All submittals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for any errors or omissions on the part of the firm in the preparation of the submittal. The District reserves the right to reject any and all submittals, or to waive any irregularities or information in the submittals.

Upon submission to District, proposals and other documents responding to this Request for Proposals become the exclusive property of District, are deemed matters of public record and shall be thereupon considered public records, except for information contained in such proposals or other documents submitted with the proposals deemed to be "Trade Secrets" (as defined in California Civil Code §3426.1), "Confidential" or "Proprietary." A proposer who indiscriminately marks all or most of its proposal or other documents submitted with its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential", "Proprietary" or otherwise, may render the proposal non-responsive and it may be rejected.

At such time as proposals and other documents are deemed matters of public record, pursuant to the above, any party shall be afforded access thereto for inspection and/or copying, by request made to District in conformity with the California Public Records Act, California Government Code §§6250, et. seq.

If District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a proposal or documents submitted with a proposal deemed exempt from disclosure hereunder, the proposer submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District and its Board of Trustees, employees, officers and agents, in any action or proceeding from and against any liability, including without limitation attorneys' fees and costs arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials. The District's sole involvement in any such action shall be that of a stakeholder, retaining the requested records/documents/materials until otherwise ordered by a court of competent jurisdiction to disclose or to keep such records/documents/materials confidential. Failure of any proposer to indemnify and defend the District upon request shall be deemed the proposer's consent to the disclosure of the requested records/documents/materials and the District shall thereafter immediately release and disclose the requested records/documents/materials to the requesting party.

## **BINDER IDENTIFICATION**

**(clear cover insert) Architectural Firms choice.**

### **(Page 1)      COVER LETTER**

The Proposal must contain a cover letter, signed by the firms Owner or qualified officer, with an introduction that details the person or persons authorized to represent the firm regarding all matters related to the proposal and who will be available, knowledgeable, and regularly attentive to the District and who will be the primary point of contact. The Cover Letter shall also include, but is not limited to, the following information:

- a. Describe in detail the Responding Firm’s understanding of the requested services and how the Responding Firm proposes to service the District.
- b. What differentiates the Responding Firm from other providers?

### **(Pages 2-4)      ORGANIZATION AND EXPERIENCE**

Include name of firm, address, telephone number, fax number, type of firm (i.e., corporation, partnership, etc.), California Registration Number and name of principal contact. Provide a brief history of the organization, including:

- \* Number of years in business
- \* Senior member(s) and length of association
- \* Whether the organization has gone by a different name while under substantially the same management
- \* Location of office where Project team members will complete the design and manage the Project(s)
- \* List of basic services provided by your firm
- \* List of additional services provided by your firm

Clearly describe the firms experience with the Office of Public School Construction (“OPSC”), State Allocation Board (“SAB”), California Department of Education (“CDE”) and the Division of the State Architect (“DSA”) and their respective requirements, processes and procedures. Describe your methodology and procedures for completing a project in accordance with the construction oversight procedures of the DSA. Provide information about the organization’s knowledge of and experience with California K-12 public school bond programs that include modernization and new construction projects similar to the District’s anticipated Project. Provide the total number of California K-12 public school projects “in-progress” in your office at this time as well as the phase status, grade level and current dollar value of such projects.

**APPENDIX REFERENCE: Provide the Responding Firm’s most recent annual Financial Statement.**

**(Pages 5-7) GENERAL CONDITIONS**

Identify personnel, consultants, sub-consultants and other resources available for the Project and how this firm would organize their workflow. Identify the proposed structural, mechanical, electrical, and civil engineers and consultants for landscape, energy and other relevant disciplines for use on the Projects. List license numbers and dates as well as business addresses, phone numbers and fax numbers.

Provide, through insurance certificate evidence, that the organization has applicable insurance coverage (carrier name(s), policy and/or project limits, occurrence and/or claims made, deductibles, etc...) commensurate to the scope of this Project

Provide a summary of any and all claims, suits or other proceedings including mediation and/or arbitration filed by your firm against a K-12 public school district/community college district or against your firm by a K-12 public school district/community college district related to the provision of architectural services in the last nine (9) years and how the claim/suit/proceeding was resolved.

**(Pages 8 – 13) INNOVATIVE, TECHNICAL, AND ARCHITECTURAL DESIGN CONCEPTS**

Provide clear and concise statements with any corresponding visual/pictorial evidence that the firm's design concepts, based upon challenges, guidelines and/or requests from other District Owners, were innovative and technical. Describe the situation and what the firm did to accomplish the District's goal by utilizing its design and technical expertise

**(Pages 14-18) COST-EFFICIENT AND BUDGET SENSITIVE DESIGN CONCEPTS**

Provide statements describing the methodology utilized to estimate and value-engineering aspects of project construction costs to include:

- \* Methodology
- \* Contingencies utilized
- \* Standard estimating manuals used as reference
- \* Experience of estimator
- \* Accuracy of estimates
- \* Describe your firm's willingness to commit to the estimate provided

Discuss the organization's change order history, including the firm's approach to problems and change orders, and a summary of change orders for at least three (3) California K-12 school/community college projects which were completed over the last two (2) years (show the total dollar amount of change orders for all three projects, compare this information to the total original contract dollar amount and indicate, by percentage, the dollar amount of change orders which were caused by the District, Architect, and Contractor, respectively).

**(Pages 19-22) REFERENCES**

Provide recent signed references from District's (Board of Trustees, Superintendent's, Staff, Teachers, etc...) that demonstrates the firm's abilities and can be used to verify any information about the design firms organizational characteristics.

**(Pages 23-25) ADDITIONAL INFORMATION OF THE FIRMS CHOICE**

The firm may provide any additional information on the remaining pages that it feels the District needs to know and or information that clarifies a particular section herein.

**APPENDIX REFERENCE: Provide the Responding Firm's most recent annual Financial Statement.**

**C. SIGNATURES**

Submittal must be signed by a representative of the organization with authorization to bind the organization by contract.

**D. DISQUALIFIED STATEMENTS**

Any submittal received by the District after the time and dated stated above, shall be disqualified under this Request for Proposals.

**E. WITHDRAWAL OF SUBMITTAL**

Organizations may withdraw their proposal, either personally or by written request, at any time prior to the closing time for the receipt of proposals.

**F. COPIES OF SUBMITTAL**

Each organization making a submittal must include the original and **five (5)** copies plus one electronic copy on a CD.

**G. CONTACT**

Firms interested in submitting a proposal are directed not to make any contact with members of the District's Governing Board or any other District official or employee concerning this Request for Proposals unless such person is identified below. Any such contact shall be grounds for: (1) the disqualification of the proposer; or (2) the termination of any contract awarded to any firm where it is later discovered that such improper contact occurred. Questions regarding this Request for Proposals should only be directed to:

Darren Sylvia, Superintendent  
Phone: (559) 877-6209  
E-mail: dsylvia@mychawanakee.org

**H. RIGHTS OF THE DISTRICT**

This Request for Proposals does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this Request for Proposals. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to select the professional consultant(s) that it considers to be in the best interest of the District. The District may select an alternative architectural firm through any other means determined to be in the District's best interests.

**I. FEES**

The District will negotiate final contract fees for the services to be provided by the firm(s) that the District considers to be in the best interest of the District.

**J. CONTRACTS**

The professional consultant, upon selection, will be required to enter into a standard Architectural Services Agreement which contains the following indemnity clause:

**INDEMNITY BY ARCHITECT.**

To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. **Workers' Compensation.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages

caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.