

**REQUEST FOR PROPOSALS**  
**FOR**  
**DSA INSPECTION SERVICES**

**FOR THE DIXON MIDDLE SCHOOL MODERNIZATION PROJECT AND  
VARIOUS TO-BE-DETERMINED MEASURE Q PROJECTS**

**DIXON UNIFIED SCHOOL DISTRICT**

**ISSUED BY:**

**DIXON UNIFIED SCHOOL DISTRICT  
John Calise, Director of Facilities, Operations and Capital Projects**

Issued: September 17, 2018

Due: October 5, 2018

**I.**  
**SCHEDULE OF EVENTS**

**DIXON UNIFIED SCHOOL DISTRICT**  
**(SELECTION OF CONSULTANT(S))**

<b>EVENT</b>	<b>DATE/TIME*</b>
Release Request for Proposal Documents	September 17, 2018
Last Day to Request Clarification	September 26, 2018 3pm
Last Day to Respond to Requests for Clarification	October 1, 2018 3pm
Receive and Evaluate Proposals	October 5, 2018 3pm
Interviews with Firm(s) (if deemed necessary by the District)	October 17, 2018
Board Approval of Firm & Execute Agreement	November 1, 2018
<i>*<b>Note:</b> All dates are preliminary and subject to revision and change by the District</i>	

## II. INTRODUCTION

The Dixon Unified School District (“District”) is requesting proposals from interested and qualified DSA-certified inspectors (“Inspector(s)”) to provide Project Inspector services as required by applicable sections of Title 21 and Title 24, California Code of Regulations, for the Dixon Middle School Modernization Project (“Project”) and various to-be-determined Measure Q projects of the Dixon Unified School District. The evaluation of the Proposals shall be based solely on the Project; however, the District reserves the right to award any future contracts to the selected Inspector for various to-be-determined Measure Q projects.

The Inspector shall be subject to approval by the Division of the State Architect after acceptance by the Architect, Structural Engineer and District. The DSA Field Engineer will review the qualifications of the applicant and arrange for a personal interview, if necessary. Approval of the Inspector’s appointment must be obtained from DSA and a copy of the DSA letter of approval should be in the Inspector’s possession before work is started on the Project. **Inspector shall provide inspection services that are certified by DSA.**

The minimum recommended qualifications for a Project Inspector are provided in the State Building Code Part 1, Title 24, Section 4-333 of the California code of Regulations. These include, but are not limited to, the following:

1. Hold rating as Class 1 Inspector. Inspector and all Inspector’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 inspection services.
2. The Inspector should have had at least three years of experience in construction work of a type similar to that for which they are being proposed, including size and dollar value.
3. The Inspector should have a thorough current knowledge of building materials, state codes and construction procedures as a qualified Project Inspector.
4. The Inspector should have special ability in reading and understanding plans and specifications for all disciplines.
5. The Inspector should have the mental and physical ability to communicate with all parties in a professional manner and to carry out the duties of inspection.

The observation and testing program for this construction period will be coordinated with the Director of Facilities, Operations, and Capital Projects in accordance with the requirements of Title 21 and Title 24 of the California Code of Regulations. Applicants should base their proposals in accordance with the format requirements established in this Request for Proposal. Please address only these specific requirements in preparing your proposals for this Project.

### **III. PROJECT SCOPE**

The former Dixon High School is located at 455 East “A” Street, in the City of Dixon, CA 95620. The existing school is in excess of 75 years old and has condition issues that need to be addressed through modernization to bring the site to current educational standards to be used as a 6-8 middle school, including current ADA requirements, as well as address the fire life safety and security of staff and students. The Project will consist of the correction of hardscape path of travel, ingress and egress, fire lanes and utility and infrastructure. Classrooms, common areas and core facilities will undergo strategic modernization to create an effective learning environment that is ADA compliant. The Project shall also include structural modifications to allow for the re-demising of space between classrooms and administration. The budget for this project is \$18M. Additional and future projects which may be covered under this RFP are the Modernization of Anderson Elementary school (

Included with this RFP is a copy of the following Project documents, which shall form part of this RFP:

- Attachment “A” - Form of Inspector Services Agreement
- Attachment “B”- DSA-103, Listing of Structural Tests and Special Inspections

### **IV. SCOPE OF INSPECTOR’S SERVICES**

**A.** The Inspector’s services shall include but not be limited to the following tasks:

1. Provide inspection services to ensure compliance with applicable codes, plans, specifications, and quality control required of an educational facility. Issue correction and stop work notices and notify the District, Architect of Record, and Director of Facilities, Operations and Capital Projects, in writing, if work does not conform to the approved Contract Documents.
2. Inspect and verify that Contractor’s as-built record documents are updated monthly prior to processing of Contractor’s monthly payment request.
3. Maintain liaison with the Architect/Engineer of Record, Director of Facilities, Operations and Capital Projects, materials testing lab, District and other regulatory agencies and governing bodies as necessary to maintain Project continuity.
4. Submit, **on a daily basis**, an activity report to the Director of Facilities, Operations and Capital Projects, including the following information:
  - i. Activities performed by the Contractors, and areas where work is performed.
  - ii. Manpower assigned to each Contractor and Subcontractor.
  - iii. Weather conditions.

- iv. Equipment and materials delivered to the site.
- v. Construction equipment and vehicles utilized.
- vi. Nature and location of the work being performed (starting and completion dates for various portions of the work).
- vii. Verbal instructions and clarifications of the work given to the Contractor.
- viii. Inspection by representatives of regulatory agencies.
- ix. Note occurrences or conditions that might affect Contract Sum or Contract Time.
- x. List visitors to the site, titles, and reasons for visit.
- xi. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.
- xii. Record any work or material in place that does not correspond with the Contract Documents, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

- B.** Inspector shall comply with all federal, state, county and local governmental requirements.
- C.** Inspector shall be responsible for ensuring all code-prescribed inspections and administrative duties are completed pursuant to DSA IR A-8 (refer to the DSA website for the most current issue of IR A-8) .
- D.** Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
- E.** Attend all meetings as required in Contract Documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, etc.
- F.** Assist the Director of Facilities, Operations and Capital Projects and District in scheduling all required tests, and testing laboratory visitations required by the Contract Documents. Observe and record dates and times of all test procedures.
- G.** Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours of Contractor's delivery of equipment to the job site.
- H.** Submit to the Director of Facilities, Operations and Capital Projects, in a timely manner, a

detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued, including Field Change Directives.

- I. Review the Contractor's Payment Requests at billing meetings.
- J. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Director of Facilities, Operations and Capital Projects.
- K. Assist the Architect of Record and District with the review of Contractor's Submittals.
- L. At completion of Project, deliver all inspection records and Project file/s to the District.
- M. Prior to commencement of work, Inspector will cooperate with the District and Director of Facilities, Operations and Capital Projects to develop an **inspection plan** for the construction of the Project.
- N. Participate in the constructability review of Project documents with contracting firm, District, Architect of Record and District representatives.
- O. Provide all other services as set forth in the form Inspector Services Agreement attached hereto as Attachment "A".
- P. Other requirements:
  - a. Facilities and Equipment: The District will provide desk and chair for contract-related work at the Dixon Middle School for the duration of the Project. The Inspector must provide his/her own vehicle, cell phone, any special equipment, such as fax and/or scanner, personal computer and any clerical support and other goods, supplies, necessary to perform services as required by this Contract.
  - b. Inspector Qualification Records: Inspector to submit as part of his/her proposal:
    - i. copy of DSA certificates for school inspection and specialty inspections, if applicable;
    - ii. list of similar projects the Inspector performed work on;
    - iii. list of references from architects, construction/project manager, and facility director for the agencies for the projects listed in "ii" above, include contact number and email address.
  - c. Fees: The fee data provided should cover the following:
    - i. Base fee. Total base fee based on number of service months.
    - ii. Hourly rate.

- iii. Weekend and holiday rate, if applicable.
- iv. Other expenses – identify (if none, please state none)

The District will not pay:

- i. Mileage charges
- ii. Per diem charges

d. Insurance:

- 1) The selected Inspector will be required to provide Comprehensive General and Automobile Liability Insurance coverage with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The Automobile Liability Insurance must include both owned and non-owned vehicles.
- 2) Each policy of insurance required in this RFP shall name the Dixon Unified School District and its officers, agents, and employees as additional insured; shall state that, with respect to the operations of Inspector hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory, with such primary insurance; that written notice shall be given to District prior to cancellation; and shall waive all rights of subrogation.
- 3) Inspector shall notify District in the event of material change in, or failure to renew, each policy.
- 4) Before starting work, Inspector shall deliver to District the certificates and endorsements of the insurance as evidence of compliance with the requirements herein. In the event Inspector, fails to secure or maintain any policy of insurance required hereby, District may, as its sole discretion, secure such policy of insurance in the name of and for the account of Inspector, and, in such event, Inspector shall reimburse the District upon demand for the cost thereof.

**V.**  
**SUBMISSION REQUIREMENTS**

All submittals must be limited to twenty (20) pages in total length. All submittals must be received by the District on or before October 5 2018, at 3 p.m. at the following location:

Dixon Unified School District  
Attention: John Calise, Director of Facilities, Operations, and Capital Projects  
180 South First Street  
Dixon, CA 95620

Submittals must include the following:

**A. Cover Letter**

The cover letter should state the eligibility of the firm to respond to this RFP, a statement of interest, and any other relevant information regarding the responding Inspector (firm). Please also provide complete contact information, including e-mail address, for the person authorized to act on behalf of the firm and to be contacted during the RFP evaluation and selection period.

**B.** All documents listed in Section IV(P)(b), Inspector Qualification Records, above.

**C.** A detailed explanation of any claims, disputes, litigation or other legal proceedings with any school in which the responding Inspector (firm) was involved, as well as a discussion of how the claim, dispute, litigation or other legal proceeding was resolved.

**D. EXPERIENCE RELATIVE TO DISTRICT NEEDS**

Discuss the Inspector's knowledge of and experience with providing DSA inspection services. Include any experience specific with school districts.

**E. FEES**

Provide breakdown of proposed fees and other costs to be charged to the District. Refer to Section IV(P)(c), Fees, above.

**F. INSURANCE**

1. Provide the names of all insurance policies carried by the firm, number of years with each carrier, policy coverages and limits, and any deductibles or self-insured retention amounts on any policy. The carrier must have Best Key Rating Guide of "A" or better as a California Admitted Insurer. All such insurance shall be on an occurrence basis and should name the District as an additional insured.
2. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days. Minimum limits of insurance required by the District for consultant and sub-consultants are as follows:



- i. Commercial General Liability Insurance (CGL) with a combined single limit of not less than One Million Dollars (\$1,000,000) each occurrence / Three Million Dollars (\$3,000,000) in the annual aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
  - ii. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) each accident and Three Million Dollars (\$3,000,000) aggregate. Umbrella policies will not be accepted to substitute for the insurance requirement;
  - iii. Workers' Compensation Insurance as required by the State of California with a minimum of One Million Dollars (\$1,000,000).
  - iv. Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence and Three Million Dollars (\$3,000,000) aggregate.
3. The Inspector agrees to provide an endorsement to this policy stating that "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and contributory." This policy shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the District.
4. Disclose any claims made on any policy of insurance held by the firm in the last seven years along with a detailed explanation of the nature and type of claim, whether the claim has been resolved, and the terms of the resolution.

## **G. EXCEPTIONS**

All submittals must include a subsection indicating any and all areas in the Form of Inspector Services Agreement attached hereto as Attachment "A" to which Respondent takes exception or would require negotiation before accepting the Form of Inspector Services Agreement. The degree to which exceptions are taken or issues are opened to negotiation, the value of the related contract provisions to the Dixon Unified School District shall be a substantial factor in scoring the Proposal.

## **VI. GENERAL INFORMATION**

### **A. SUBMITTAL OF PROPOSALS**

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 or the RFP process. Firms are advised that the District reserves the right to amend this RFP at any time.

Amendments will be done formally by providing written amendments to all potential firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website.

## **B. SIGNATURES**

Submittal must be signed by a representative of the responding Inspector (firm) with authorization to bind the Inspector (firm) by contract.

## **C. DISQUALIFIED PROPOSALS**

Any submittal received by the District after the time and dated stated above, shall be refused and returned unopened. It is the firm's sole responsibility to ensure proposals are received timely at the location set forth in Section III. The District shall not be responsible to deliver any proposals sent via mail or other similar delivery method and the District shall not be responsible for any misdirected mail.

## **D. WITHDRAWAL OF SUBMITTAL**

Firms may withdraw their submittal, either personally or by written request, at any time prior to the closing time for the receipt of submittals.

## **E. COPIES OF SUBMITTAL**

Each firm making a submittal must include an original of the proposal and a final copy of the proposal on a flash drive or thumb drive using Adobe Acrobat PDF format files. The electronic copy of the proposal shall be contained in one comprehensive PDF file. In no event shall the electronic file contain more than one PDF file.

## **F. CONTACT/ QUESTIONS REGARDING RFP**

Firms interested in making a submittal are directed **not** to contact anyone other than the person noted below or to make any contact with any members of the District's Governing Board. Any such contact will constitute grounds for disqualification of consideration. **Questions regarding the RFP should be directed to John Calise, District Director, Facilities Planning & Construction via email at [john.calise@dixonusd.org](mailto:john.calise@dixonusd.org) by the deadline set forth in Section I.**

Any interpretation, clarification, or correction of this RFP will only be made by addendum and issued to all potential firms known to have received a copy of the RFP and/or by publishing the amendment on the District's website. No person or firm is authorized to make any oral interpretation of any provision in this RFP, nor shall any oral interpretation be binding on the District.

## **G. RIGHTS OF THE DISTRICT**

This Request for Proposal ("RFP") does not commit the District to award a contract or pay any

costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety the RFP. The District further reserves the right to select the firm that it considers to be in the best interest of the District.

#### **H. FEES**

The District will negotiate contract fees for the services to be provided from the best qualified Inspector (firm).

#### **I. OWNERSHIP OF DOCUMENTS**

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public records and subject to disclosure under the California Public Records Act, unless exempted by law. In addition, all documents, reports, schedules, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected Inspector. The selected Inspector agrees not to assert any rights or to establish any claim under the design patent or copyright laws.

#### **J. CONFLICT OF INTEREST**

The Inspector agrees that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Inspector further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

#### **K. INDEPENDENT CONTRACTOR**

The Inspector represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the Inspector shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

#### **L. COMPLIANCE WITH LAWS**

In connection with the furnishing of services or performance of work under this RFP, the Inspector agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

#### **M. INTERVIEWS**

At the District's sole discretion and to further assist in evaluation, responding Inspectors may be

requested to participate in an oral interview.

**O. PERFORMANCE EVALUATIONS**

Upon Project completion and at a mutually agreeable date and time, the Director of Facilities, Operations and Capital Projects will perform an evaluation of the Project Inspector, and file the reports with the Superintendent. If the Project Inspector fails to perform his/her contractual responsibility by failing to complete all Work and requirements, the Director of Facilities, Operations and Capital Projects and Superintendent, shall so state the facts on the Project Inspector Evaluation Form. If an evaluation results in a non-compliant Project Inspector finding, it may affect the Inspector's qualification for future work with the District.