



**REQUEST FOR QUALIFICATIONS
REQ NO. 0009-03
Orange Coast College Theater Arts/Music Complex Upgrade**

**COAST COMMUNITY COLLEGE DISTRICT
Physical Facilities Department
1370 Adams Avenue
Costa Mesa, CA 92626
Telephone (714) 438-4673 Fax (714) 438-4893**

The Coast Community College District (the District) is inviting statements of qualifications from qualified firms, partnerships, and corporations to provide comprehensive professional architectural services to the District for the Orange Coast College Theater Arts/Music Complex Upgrade.

The District is engaged in ongoing new construction and major modernization projects, site development and planning, growth projects and area-wide planning associated with the recent passage of a local bond issue. Using Measure C funds, the District will be renovating and possibly expanding the Orange Coast College Theater Arts/Music Complex.

Proposals shall be delivered and addressed to the Coast Community College District, Physical Facilities Department, Building D, Attention: Ardith Richey, 1370 Adams Avenue, Costa Mesa, CA 92626 and shall be labeled: "RFQ No. 0009-03 "OCC THEATER ARTS/MUSIC COMPLEX." All statement of qualifications must be date/time stamped. Please send one (1) original and five (5) copies of requested materials. It is the responsibility of the Proposer to submit the response by the proper time. No oral, telegraphic, electronic, facsimile, or telephone statements will be considered. Proposals received after January 9, 2004 4 p.m. will not be considered and will be returned unopened.

**ALL RESPONSES MUST BE RECEIVED BY
JANUARY 9, 2004 BEFORE 4 P.M.**

Questions regarding this RFQ may be directed to Ardith Richey at (714) 438-4673 or by email at arichey@mail.cccd.edu.

Sincerely,

COAST COMMUNITY COLLEGE DISTRICT

Ardith Richey, Physical Facilities Coordinator

PROJECT DESCRIPTION

Surrounding Area

Orange Coast College is located at 2701 Fairview Road, Costa Mesa, California. The Orange Coast College is located south of the 405 Freeway on Fairview Road bordered by Adams Avenue to the north, Merrimac Street to the south and just east of Harbor Boulevard. The entrance to Orange Coast College is just west of the Orange County Fairgrounds on Arlington Avenue.

Project Site

The Theater Arts/Music Complex is located in two buildings located off the Arlington Avenue entrance. The complex consists of the Robert B. Moore Theater, Drama Lab, Repertory Lab and Music Building.

Project Description

This project includes the renovation and possible expansion of the Robert B. Moore Theater, Drama Lab and Repertory Lab areas and the upgrade to the Music Building wing. The project is to include:

Orange Coast College Theater Arts/Music Complex

The following is a list of proposed renovations, improvements and expansion of the existing Robert B. Moore Theater, Drama Lab with performance and studio spaces and Music Building. (See Attachment A for detailed programming needs.)

- a. Upgrade of the Robert B. Moore Theater lobby and rest room facility.
- b. Renovation of the theater stage.
- c. Upgrade theater sound system.
 - 1) Architect to include a surround sound system designed by a specialty consultant in theater sound systems and/or acoustics.
- d. Upgrade Robert B. Moore Theater Dressing Room and Green Room.
- e. Renovation of the studio theater.
- f. Expand Drama Lab and lobby and provide for additional rest rooms.
- g. Renovate Studio Theater/Lab Dressing Room and Green Room.
- h. Renovate Rehearsal Studio.
- i. Expansion of the Scene Shop/Paint Shop; Scenery Storage/Prop and Furniture Storage; Costume Shop and Costume Storage
- j. Upgrade/Repair Exterior area of Theater Arts/Music Complex.
- k. Renovate Music Building including upgrade of mechanical systems and building acoustics.
 - 1) For construction scheduling purposes, College requests a separate bid package for the Music Building renovations.
- l. Renovation of landscape areas at Theater Arts/Music Complex.

This project will require approval by the Division of State Architect. The District will provide geotechnical services and topographical survey for the project. (See Attachment A for site map.)

SCOPE OF SERVICES

The District is seeking an Architecture / Engineering team to provide professional design services for the Orange Coast College Theater Arts/Music Complex Upgrade. The architectural/engineering firm shall, without limitation to the District's right to require other services not listed herein, carry out the responsibilities delineated in the scope of services set forth below. Such services shall be performed, consistent with the highest standard care for professionals performing similar scopes of services.

The Architectural/Engineering firm shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by Architectural/Engineering firm conducting business in the Southern California area, to ensure that all Coast Community College District Bond Program and project goals, standards, policies and procedures are adhered to over the course of the project.

The Architectural/Engineering Services are governed by the terms and conditions of the CCCD Architectural Agreement (www.cccd.edu/facilities/documents.htm) and include, but are not limited to, the following:

1. Review Building Program document and utilize the document as the basis for design.
2. Review and validate existing conditions at the proposed site and utilize it in the preparation of the design documents.
3. Review program standards, policies and procedures included in the CCCD Measure C Bond. Prepare the design documents in accordance with the Architectural Agreement.
4. The basic design phase services to be provided shall include: Schematic Design, Design Development, Construction Documents, Bid Phase support, Construction Administration support, and post-occupancy building commissioning phase support.
5. Develop alternative schematic design concepts and prepare schematic design documents including cost estimate, CHPS Checklist, and basis of design.
6. Prepare project Sustainable Eligibility Report for each building and present to District Facilities Committee for approval before the commencement of the Design Development phase.
7. Register both buildings individually as CHPS projects with Savings by Design, if applicable. (www.savingsbydesign.com)
8. Basic design phase services for this project, as noted in the attached Fee Guidelines, include the following disciplines: Civil, Structural, Architectural, Mechanical – HVAC, Plumbing, Electrical, Fire Protection and Hardware, as applicable.
9. Specialty consultant services for this project shall include all other.
10. At conclusion of all design phases, required deliverables shall include but may not be limited to the following: drawings, specifications, basis of design report, CHPS Checklist and cost estimates. Submit progress updates of design documents for review as requested by the Physical Facilities Coordinator.
11. Initiate and participate in discussions with the CCCD Measure C Bond Program Team and local, state, and federal agencies, relevant Campus building user groups, utility providers, other designers working on other Measure C projects, the Board of Trustees and community groups regarding this project as required.
12. Prepare and coordinate design phase meetings with Campus building user groups, other District representatives, the District Project Manager and contractors. Attend project

- meetings as requested through bidding, award and construction, closeout and post-occupancy phases of the project, as required.
13. Prepare and distribute meeting minutes of all meetings held with the District, the District Project Manager, the Physical Facilities Coordinator or governmental agencies.
 14. Submit design documents to District Physical Facilities Coordinator, District Project Manager, Division of the State Architect and other government entities and/or utility providers as required for plan checks and approvals required under CCCD Measure C Program Management Plan.
 15. Assist CCCD Facilities Team in Bid Phase by preparing addenda and other documents as required.
 16. Prepare a detailed workplan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District or Project Manager. Make modifications and updates to the workplan as requested by the District Project Manager.

The design of the facility and site shall meet all requirements of the applicable jurisdictions, codes and regulations, such as those of the Division of State Architect (DSA), State Fire Marshal, City of Costa Mesa, State of California Building Code, Americans with Disabilities Act and others, as required.

The Collaborative for High Performance Schools Principles, Standards and Processes approved by the CCCD Board of Trustees on May 21, 2003 are applicable to this project. Because of this sustainable requirement, each buildings included herein must achieve a CHPS building certification. Also the design team must include a Professional whose responsibilities shall include the coordination and management of the CHPS process for the project.

The Architect/Engineer shall work closely and in cooperation with CCCD Measure C Bond Program Team staff, including Campus User Groups, Project Managers and the District staff, and shall be readily accessible at all times for review and coordination with the Measure C Bond Program Team staff.

REQUIRED INFORMATION AND FORMAT

In order to be considered for selection as an “Architectural/Engineering Services consultant” for Coast Community College District, the respondent individuals, firm or firms shall submit a Statement of Qualifications (SOQ), and using as a minimum the following criteria, the individual or firm(s) should state why it believes it is qualified to provide the services requested in this RFQ. Provide in the SOQ the following items in the specified order:

1. Letter of Introduction
 - a. Provide a letter of introduction signed by an authorized officer of the organization.
 - b. If submitting as a team, note which team is the prime consultant or lead joint venture partner (if applicable).
 - c. Note individual leading the “Architectural / Engineering Services” team.
2. Firm Information

- a. Type of organization or company structure.
 - b. Certification that the “Architectural/Engineering Services” firm is legally permitted or licensed to conduct business in the State of California for the services offered.
 - c. Number of years the firm has been in business.
 - d. Location of principal office that will be responsible for the implementation of this contract.
 - e. Litigation: The firm or firms 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, and civil judgments or criminal convictions for false claims within the last five (5) years.
 - f. List company or individual team members experience in providing same services. Include name of projects, client, city, and state.
 - g. Provide a list of at least 3 references; name of organization, job title, addresses, and phone numbers.
3. Project Team Qualifications
- a. Identify the following key members within the firm and provide their resumes with qualifications especially as it relates to upper division school projects:
 - 1. Principal-in-Charge
 - 2. Project Manager
 - 3. Cost Estimator
 - 4. Project DSA Leader
 - b. Identify any proposed consultants, such as civil, structural, mechanical, electrical engineers and any other relevant disciplines for this project. List license numbers and dates as well as business address, phone number and fax number. Include resumes and related experiences for appropriate members of these firms.
4. Firm Resources
- a. Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in comprehensive and thorough manner with an aggressive schedule in order to meet a client’s goal of moving projects into construction within the earliest possible timeframe, in compliance with CEQA.
 - b. Explain the firm’s design capabilities as they relate to:
 - 1. Design philosophy and process
 - 2. Integration of flexibility and future technology into the design.
 - 3. Work plan with the current workload and next six-month backlog and available staffing plan.
 - c. Explain the firm’s technical capabilities in the following areas:

1. CAD capability and software proposed to be used to produce the deliverables for the project; and the ability to provide the District with electronic CAD files.
 2. Cost estimate history, comparing cost estimates versus actual bid amount on three school projects awarded in last five years.
 3. Quality control / assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.
 4. Experience in sustainable design and photovoltaics.
 5. Experience working with State/Local agencies, including Department of State Architect, City Public Works and Fire Departments.
 6. Experience with upper division educational facility design.
5. Financial Statement
- a. Provide credit references.
 - b. Provide relevant information regarding the firm(s) stability and strength.
 - c. Provide a copy of the financial statement of profit/loss for the last two years in a sealed envelope.

SUBMITTAL REQUIREMENTS

The individual or official of the firm who has the power to bind the firm contractually must sign the SOQ.

The SOQ preparation and associated direct costs are the sole responsibility of the Consultant and will not be reimbursed by the District.

Six (6) copies of the SOQ shall be submitted. Each submittal shall not contain more than thirty (30) pages, excluding front, back covers and tabs. Submittals containing more than thirty (30) single sided pages or fifteen (15) double sided pages will not be considered.

G. BASIS OF AWARD

The SOQs will be evaluated based on each firm's qualifications and relevant experience with similar work. All SOQs will be evaluated by the Orange Coast College Fine Arts Facilities Team.

FEE

Following the qualifications-based selection process, fees will be determined based on CCCD Fee Guidelines and negotiated. If fee negotiations with any firm deemed most qualified for the

project, based on the firm(s) SOQ and interview, are not successful, the District will seek to negotiate and execute a contract with the next qualified firm.

OUTREACH

The Board of Trustees recognizes the importance of promoting economic growth in the communities it serves and therefore encourages the involvement of small and emerging businesses in every aspect of the execution of all services for Measure C Bond Project work covered by this RFQ.

EVALUATION & ACCEPTANCE OF SOQ

The District reserves the right to reject any and all SOQs, to amend the RFQ and the RFQ process, and to discontinue or re-open the process at any time.

NON-LIABILITY OF DISTRICT

The District shall not be liable to the Consultant for personal injury or property damage sustained in the performance of these services, however caused.

INDEMNIFICATION

- 1 General Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to defend, indemnify and hold harmless, the College, the District, the Board of Trustees, and each of their respective members, officers, employees, agents and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to the District, from any and all Losses (other than a loss of allocation of State Funds based on enrollment) that arise out of or relate to any of the following: (1) any act or omission constituting ordinary and not professional negligence, breach of the terms and conditions of this Agreement, or intentional misconduct, on the part of the Design Consultant or its Subconsultants, or their respective employees, agents, representatives or independent contractors, or (2) a breach by the Design Consultant of the terms and conditions of its agreements with its Subconsultants, except where such breach is solely the result of the District's breach of this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating the Design Consultant to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Subparagraph 3, below.
- 2 Indemnity for Professional Negligence.** To the fullest extent permitted by law, the Design Consultant agrees to indemnify and hold harmless the College, the District, the Board of Trustees, and each of their respective members, officers, employees, agents and volunteers ("Indemnitee(s)") against any and all Losses (other than a loss of allocation of State Funds based on enrollment), and reimburse any Indemnitee for any attorney's fees or court costs incurred in defense of any action brought against such Indemnitee, that arise out of or relate to any act or omission constituting professional negligence on the part of the Design Consultant or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Indemnitees shall be entitled to the indemnification and reimbursement provided for hereunder regardless of whether the

Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating the Design Consultant to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Subparagraph 3, below.

- 3. Limitations on Indemnity Obligation.** Without affecting the rights of the District under any other provision of this Agreement, Design Consultant shall not be required to indemnify or hold harmless an Indemnitee for a Loss due to that Indemnitee's sole negligence, active negligence or willful misconduct; provided, however, that such sole negligence, active negligence or willful misconduct has been determined by agreement of the Design Consultant and that Indemnitee or has been adjudged by the findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the Loss involved, the obligation of the Design Consultant will be for that portion of the Loss not due to the active negligence of that Indemnitee.
- 4. Subconsultant Indemnity Agreements.** The Design Consultant agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subconsultant, of every Tier. In the event the Design Consultant fails to do so, the Design Consultant agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.
- 5 No Limitation by Employee Benefits.** In claims against any Indemnitee under Paragraphs 1 or 2, above, by an employee of Design Consultant or any Subconsultant, of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under said Paragraphs shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Design Consultant or a Subconsultant under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE

Basic Insurance Requirements. Prior to commencing Work, Consultant and each of its Subconsultants shall procure and maintain insurance at Consultant's own cost and expense for the duration of the Basic Term against Claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or services hereunder by Consultant, its agents, representatives, employees, or Subcontractors.

Without in any way affecting the indemnity provided in or by Insurance Section, Consultant shall secure before commencement of the Work and throughout the time of performance of this Agreement the types and amounts of insurance specified below.

Insurance is to be placed with insurers admitted in the State of California with current A.M. Best's rating of no less than B++:FSC VIII unless otherwise approved by District.

Each insurance required by this section shall be endorsed to state that "except for non-payment of premium, in which case ten (10) days notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District in accordance with the notice provisions of this Agreement.

Minimum Limits of Insurance. Consultant and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:

Commercial General Liability Insurance (CGL) with a combined single limit of not less than \$1,000,000 each occurrence/\$ 2,000,000 in the annual aggregate.

Business Automobile Liability Insurance with a combined single limit of not less than \$ 1,000,000 each accident.

Professional Liability (Errors and Omissions) Insurance with a limit not less than \$1,000,000 each occurrence/\$ 2,000,000 in the annual aggregate.

Workers' Compensation Insurance as required by the State of California.

Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

