

**Solano Community College District
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ #15-005)
SPECIAL INSPECTION AND TESTING SERVICES POOL**

BACKGROUND

In November 2012 the Solano Community College District ("District"), to be responsive to the needs of students and the community, approved Bond Measure Q. Funding is planned for newly constructed buildings and the renovation and modernization of existing classrooms and other buildings to current health and earthquake safety standards. One of the main goals of the program is to provide additional science labs and other classrooms to allow the District to offer more job training and workforce development courses and programs to their students.

REQUEST FOR QUALIFICATIONS

In order to implement the Measure Q program, the District is seeking to establish a pool of qualified firms (aka "teams" or "entities") to provide special inspection and testing services for various projects funded therein. The pool will include four (4) to six (6) teams who understand the wide range of inspection and testing needs inherent to community college bond programs, and who are sufficiently experienced to meet those needs. The selected team(s) will be directly responsible for conducting the inspections and tests needed to meet the requirements of the Division of the State Architect (DSA), and reporting inspection/test results to the District.

Experienced firms (aka "teams" or "entities") interested in being considered for inclusion in this pool must submit a Statement of Qualifications ("SOQ") as set forth in this Request for Qualifications ("RFQ"), which defines the services sought by the District and generally outlines the requirements for submittal. The actual number and size of teams selected for the pool will vary based on qualifications and the right fit for the District. **Selection into the pool does not guarantee selection for any specific project.**

Respondents to this RFQ must mail or deliver one (1) unbound hard copy, eight (8) bound copies and one (1) electronic copy (disk or flash drive, Word or PDF format) of the SOQ as further described herein, to:

**Laura Scott, Bond Purchaser
Solano Community College District
360 Campus Lane, Suite 201
Fairfield, CA 94534**

MANDATORY PRE-SUBMITTAL CONFERENCE, 1:00 P.M., WEDNESDAY, SEPTEMBER 3, 2014, 360 Campus Lane, 1st Floor Board Room, Fairfield, CA 94534

ALL RESPONSES ARE DUE BY 2:00 P.M. ON WEDNESDAY, SEPTEMBER 17, 2014.

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

Questions regarding this RFQ may be sent by email to Brian Bush (Brian.Bush@solano.edu) on or before September 8, 2014.

LIMITATIONS

The District reserves the right to contract with any entity responding to this RFQ. The District makes no representation that participation in the RFQ process or selection for inclusion in the pool of qualified teams will lead to an award of contract or any other consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ. The awarding of contracts for specific services, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all SOQs, waive any irregularities or informalities not affected by law, evaluate the SOQs submitted, include or exclude entities in or from the pool of qualified teams, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.

The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFQ, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the date of issuance of this RFQ and ending on the date of the establishment of the pool of qualified firms, no person or entity submitting an SOQ, nor any officer, employee, representative or agent representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Citizens' Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be ground for disqualifying the person or entity submitting an SOQ.

SCOPE OF SERVICES

A. Prospective Projects

The following is a selective list of projects expected (but not guaranteed), with estimated project cost, to be initiated as part of the first tier of projects:

- **Fairfield Campus**
 - New Science Building (\$26.8 m)
 - New Library/Learning Resource Center (\$42.6 m)
 - Theater Addition (Phase 2)
 - Utility Infrastructure Project – ESCO Phase II (HVAC and EMS Efficiency Project Implementation)

- **Vacaville Campus**
 - Vacaville Annex/Workforce Development and Continuing Education Building Modernization (\$4.1 m)
 - New Aeronautics/Workforce Development and Continuing Education Building (\$10 m)

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- New Biotech Building (\$23.8 m)
- **Vallejo Campus**
 - New Autotechnology Building (\$14.7 m)
- **Miscellaneous**
 - Deferred maintenance projects, small classroom upgrades, ADA projects, small landscape and site improvement projects

B. Prospective Services

Selected teams will identify and provide all special inspection consulting and material testing services required by code and/or as determined by the District and DSA. Basic services will include, but are not necessarily limited to, the following:

- Perform the services for special inspections and material testing in accordance with Title 24, California Code of Regulations and instructions on DSA Form SSS 103-1 (Structural Tests and Inspections) (as provided for each project) and the conditions included in this scope of work
- Conduct special inspections as required by each project's DSA Form SSS 103-1 and as required/requested by the District, including but not necessarily limited to:
 - Earth work/soils
 - Asphaltic concrete plan
 - Asphaltic concrete placement
 - Concrete batch plant
 - Concrete placement (inspection and sampling)
 - Structural masonry
 - Structural steel shop fabrication
 - Structural steel assembly
 - Structural steel (ultrasonic testing)
 - Fireproofing material application
 - Roofing
- Perform materials testing as required by DSA, Special Testing and Inspection lists, and the District. Testing shall be performed in accordance with ASTM and California test methods as appropriate. All laboratory testing shall be accomplished in a DSA-approved laboratory.
 - Soil, aggregate and asphalt
 - Maximum dry density
 - Expansion index
 - R-value
 - Sand equivalent
 - Sieve analysis
 - Hveem stability
 - Asphalt extraction
 - Hardness and abrasion
 - Sampling
 - Concrete

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- Cylinder compression strength
- Anchor pull-out
- Core extraction
- Slump
- Air testing
- Concrete cylinder sampling/fabrication

- Reinforcing steel
 - Tensile strength
 - Bend test
 - Sample and tag specimens

- Masonry
 - Grouted prism
 - Mortar compression
 - Grout compression
 - Anchor pull-out

- Masonry block conformance testing
 - Block compression
 - Block measurement
 - Block moisture/absorption
 - Shrinkage
 - Efflorescence

- Structural steel
 - Bolt and washer hardness
 - Fireproofing density
 - Bolt bend/tensile

- Respond to Project Inspector's scheduling and coordination requirements for special inspections and sampling testing services. Provide copies to Project Inspector, construction contractor, construction manager, project architect, District, DSA and others as requested

- Prepare reports of all testing service performed, and submit to District, construction manager and construction contractor in hard copy

- Prepare written Notices of Non-Compliance as needed, using appropriate forms, and submit to construction contractor and Project Inspector. Provide electronic records when requested by District.

- Provide all required "tools of the trade." District will provide on-site office space with utilities, office furniture and furnishings, telephone services, and access to fax and copying equipment as may be required on an intermittent basis.

- Attend project progress meetings and other specially called meetings as determined by Project Inspector.

- Follow all safety rules and regulations and plans of the project.

SUBMITTAL FORMAT

Teams responding to this RFQ must follow the format below. Material must be in 8 ½ x 11-inch format, portrait orientation. Submittals should include divider tabs labels with boldface headers listed below (i.e., first tab titled "**Cover Letter**," second tab "**Relevant Qualifications**," etc.). Submittals are limited to a maximum of 20 numbered pages (double sided counts as two pages) of printed material excluding tabs, table of contents and covers. The appendix is not part of the page count.

1. Cover Letter

- Identify the name of the proposing entity and type of organization (e.g., sole submitter, joint venture)
- Provide a brief history of the proposing entity
- Provide a summary of the entity's philosophy and capabilities
- Identify key entity members, including proposed subconsultants
- Provide name, telephone number and e-mail address of entity's primary contact person
- Summarize proposing entity's most relevant qualifications and experience
- Acknowledge and understand that the successful entities will sign the standardized Agreement for Special Inspection and Testing Services, which contains the following indemnity provisions:

[12] To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

[12.1] Special Inspector's obligation pursuant to [section 12] includes reimbursing District for the cost of any settlement paid by the indemnified parties and for any and all fees and costs incurred by the indemnified parties to enforce the indemnity herein. Special Inspector's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Special Inspector proposes to defend the indemnified parties.

[12.2] District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Special Inspector from amounts owing to Special Inspector.

- Acknowledge and understand that the successful teams will sign the standardized Independent Consultant Agreement for Professional Services for smaller sized projects, which contains the following indemnity provisions for full Special Inspection and Testing Services:

[12] To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

The following statement must be included in the cover letter:

"[Submitter's name] has received a copy of two standardized Agreements for Special Inspection and Testing Services used by Solano Community College District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [submitter's name] has no substantive objections to the use of these agreements."

A COPY OF THE DISTRICT'S RELEVANT AGREEMENT IS ATTACHED TO THIS RFQ AS ATTACHMENT "A"

2. Relevant Firm Qualifications

- Please state your team's philosophy toward, and ability to accomplish the requested services in a comprehensive and thorough manner within established facility conditions, time frames and budgets.
- Describe your team's approach to quality assurance / quality control measures and procedures to ensure coordination of, and consistency between, the various components of construction documents and mitigation of errors / omissions in those documents.
- Describe your team's experience communicating with DSA and your successful efforts to expedite completion of DSA review and approval of testing and inspection documents.
- Describe your team's philosophy of coordinating testing and inspection reports with the District, design professionals, contractors and design/build entities.
- Identify established methods and approaches utilized by your team to successfully meet completion deadlines.

3. Relevant Project Experience

Provide a list of inspection and testing reports prepared by your team in the last seven (7) years on at least five (5) and no more than fifteen (15) public works projects, including at least two (2) projects on higher education campuses (preferably community colleges) undergoing renovation and/or new construction. Provide at least two (2) examples of modernization projects.

Provide the following information for each project listed:

- Project name, type of project and location
- Name of team's firm who managed preparation of the inspection/testing report (sole submitter, joint venture partner, or subconsultant)
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference)
- Beginning and end dates of project (including construction)
- Approximate square footage and construction cost of project
- Key individuals of the proposing entity who were involved in the development of the inspection/testing report; specify the role of the individual if the work was not exclusively completed by the submitting team
- Significance / relevance of the inspection/testing report to the SCCD Measure Q program

4. Project Entity Summary

- Identify key individuals being submitted, including subconsultants. Briefly state each individual's qualifications and experience relevant to the requested services and the scope of each's anticipated involvement in this assignment
- Include a current hourly fee schedule for each individual being submitted

5. Litigation History

Provide a five-year summary of the entity's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Failure to provide the requested information, or responses that assert attorney-client privilege, may deem the SOQ non-responsive.

6. Appendix (not included in page count)

- Additional information pertinent to this submittal (optional)
- Resumes for key individuals

SELECTION CRITERIA

Each SOQ must conform and be responsive to the requirements set forth in this RFQ. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a team is responsive, responsible and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

A. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted in Sections 1-6 of the submittal format above, including, without limitation:

- Qualifications
 - Location of the entity's nearest office and accessibility to the projects
 - Reputation of individual firms as determined by references from previous clients
 - Timeliness of work and ability to meet schedules
 - Quality of documents produced
 - Current commitments and capacity; entity's ability to handle several simultaneous projects
 - Ability to work on different types of delivery methods
 - Knowledge of applicable location and state regulations
- Experience with:
 - DSA requirements and processes for special inspection and testing, particularly for community college projects
 - Current building codes and specifications
 - Preparing special inspection and testing reports that provide a complete understanding of the conditions of the project

B. District Investigations

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the SOQ. The District may also ask a submitting entity to submit additional information pertinent to the review process.

C. Interviews

The District, at its sole discretion, may elect to interview one or more submitting entities. The interview will provide an additional opportunity for the District's selection committee to review the entity's qualifications and experience, and other matters the committee deems relevant.

If an entity is requested to come for an interview, the key individuals listed in the SOQ must attend the interview.

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of entities for inclusion in the qualified pool.

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RFQ RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule below without advance notice. It is the submitter's responsibility to verify dates.

DATE	EVENT	TIME / DEADLINE
August 21, 2014	Release and advertisement of RFQ #15-005	
September 3, 2014	Mandatory pre-submittal conference	1:00 p.m.
September 8, 2014	Deadline for submittal of written questions to District concerning RFQ #15-005	5:00 p.m.
September 12, 2014	Answers to written questions posted on the District website	4:00 p.m.
September 17, 2014	Deadline for all submittals in response to RFQ #15-005	2:00 p.m.
September 22, 2014	If required, release of short-listed firms selected to interview	5:00 p.m.
September 16, 2014	Interviews of short-listed firms if determined by the District that interviews are required	Begin 9:00 a.m.
October 3, 2014	Notification to firms selected for the pool of qualified firms	5:00 p.m.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

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***RFQ #15-005
Special Inspections Services Pool
ATTACHMENT A***

**INDEPENDENT CONSULTANT AGREEMENT FOR
PROFESSIONAL SERVICES (CONSTRUCTION-RELATED)
Instructions / Face Sheet
for
INDEPENDENT CONSULTANT AGREEMENT FOR
PROFESSIONAL SERVICES (CONSTRUCTION-RELATED)**

Contract Number: _____
Funding Source: _____
Budget Number: _____
Site/Department: _____
Program Responsibility: _____

The District employee that is providing the attached Consultant Services Agreement for Construction-Related Professional Services should first do the following:

1. **Determine which of the following statutory provisions the District is relying on in entering into this contract:**
 - **If Contractor is furnishing architecture, landscape architecture, engineering, environmental services, land surveying, or construction management, then Government Code section 4529.12 requires the District to procure contract through a fair, competitive selection process (e.g., by obtaining proposals, using a request for proposal or request for qualification process).**
 - OR —
 - **If Contractor is furnishing special services and advice in financial, economic, accounting, engineering, legal or administrative matters, and those persons are specially trained and experienced and competent to perform the special services required, then Government Code section 53060 authorizes the District to procure contract through direct negotiation.**
2. **Review the insurance requirements for the District and revise the insurance provisions of the agreement accordingly.**
3. **Review the forms under section 3 and determine which of those documents should be attached to the agreement.**
4. **Completely fill in all blanks and delete unused options in the agreement.**
5. **Ensure there is an accurate and complete description of the Consultant's Scope of Services.**
6. **Require the Consultant to complete the following before it begins working under the Agreement:**

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- ***Complete and return all required certificates and documents, including insurance documents and bonds (if required).***
- ***Fill in all information regarding the Consultant located after the signature block.***

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(INSERT TYPE OF CONSULTANT)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Solano Community College District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide [INSERT TYPE OF PROFESSIONAL SERVICES] services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

3. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be

made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- 3.1.1. _____
- 3.1.2. _____
- 3.1.3. _____
- 3.1.4. _____
- 3.1.5. _____

3.2. **[OPTIONAL]** The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

3.3. **[OPTIONAL]** If Consultant works at more than one site, Consultant shall invoice for each site separately.

3.4. **[OPTIONAL]** District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

4.1. Not applicable.

5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. _____

7. **Performance of Services.**

7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally

and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 7.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **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. 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.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Termination.**
 - 11.1. **For Convenience by District.** 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. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

11.2. **[OPTIONAL] For Convenience by Consultant.** Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. 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 three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

13. **Insurance.**

13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$,000,000 \$,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$,000,000 \$,000,000
Professional Liability	\$,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$,000,000

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

- 13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
16. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **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.
18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

- 19. Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBES) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable. **[INCLUDE IF USING FUNDS FROM CHANCELLOR'S OFFICE, OTHERWISE DELETE SECTION]**
- 20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 22. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Solano Community College District
Request for Qualifications for Special Inspection and Testing Services Pool
Measure Q Bond Program

District:

Solano Community College District

Fairfield, California 94534

[FAX] _____

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX] _____

ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** 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 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

*Solano Community College District
Request for Qualifications for Special Inspection and Testing Services Pool
Measure Q Bond Program*

33. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

36. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

*Solano Community College District
Request for Qualifications for Special Inspection and Testing Services Pool
Measure Q Bond Program*

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

[INCLUDE THE FOLLOWING IN THE SCOPE OF WORK]

- 1.1. **[FOR ARCHITECTURAL SERVICES ONLY] Construction Oversight Process.** Prior to commencement of construction, Architect shall:
 - 1.1.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.
 - 1.1.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.
 - 1.1.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.
 - 1.1.4. Prepare Contract Information form (form DSA 102 or more current) for all construction contracts and submit to DSA.
- 1.2. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.3. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.4. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.