

Request for Qualifications(RFQ)/Proposals (RFP) No. 133

Proposal Due Date May 29, 2012 at 2:00 p.m.

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#### Notice of Request for Qualifications/Proposals No. 133

For Special Inspection, Material Testing, and Geotechnical Engineering Services for Central Plant/Field House/Synthetic Athletic Fields Projects for the Southwestern College Community College District's Proposition R Bond program located at the Chula Vista Campus.

Notice is hereby given by the Southwestern Community College District of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than 2:00 p.m. on the 29th day of May 2012, responses to this Request for Qualifications (RFQ)/Proposals (RFP) for Special Inspection, Material Testing, and Geotechnical Engineering Services at Southwestern Community College.

Responses shall be received in the Office of the Director of Facilities, Operations and Planning, Room 1625, at 900 Otay Lakes Road, Chula Vista, CA 91910, on the date and at the time stated above.

All responses to this RFQ/RFP shall conform and be responsive to the RFQ/RFP, including its attachments/addenda.

All interested parties may download a copy of the RFQ/RFP by visiting <a href="https://www.southwesterncollegeproprplanroom.com">www.southwesterncollegeproprplanroom.com</a> if assistance is needed to register on the site, please contact Angel Leano at Professional Reprographics at (619) 272-5600. Any requests for information may be directed to John Brown, Director of Facilities, Operations and Planning for the Southwestern Community College District at (619) 482-6320, Room 1625, or e-mail your request to: jbrown@swccd.edu

Melinda Nish, Ed.D
Secretary of the Governing Board
Southwestern Community College District
of San Diego, California

#### **RFP 133 SCHEDULE**

May 15, 2012	Advertisement in the San Diego Daily Transcript
May 16, 2012	Advertisement in the Union Tribune
May 18, 2012	Advertisement in La Prensa
May 16, 2012	Distribution of RFP
May 21, 2012	Deadline for Submission of Proposal Questions By 12:00 noon
May 23, 2012	District will Respond to Proposal Questions By 4:30 p.m.
May 29, 2012	Proposals Due by 2:00 p.m.
June 13, 2011 or July 11, 2012	Anticipated Governing Board Approval (Tentative)

#### 1 <u>INFORMATION AND SCOPE</u>

#### **DISTRICT OVERVIEW**

The Southwestern Community College District (SWCCD), located South of San Diego and extending to the U.S. – Mexico border, is one of seventy two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988) and the Higher Education Center in National City (1998), and the Higher Education Center in Otay Mesa (2007), Crown Cove Aquatic Center. The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors fifty (50) years ago and employs approximately 800 employees (full and part time).

#### SWCCD's CAPITAL PROJECTS AND INITIATIVES

Through the Proposition R Bond fund allocation the District will be witness to extensive development of new facilities and the re-development of existing facilities. Within the next five (5) years, the bond fund is projected to support construction projects such as:

- Athletic Field House in Chula Vista Campus
- Central Plant in Chula Vista Campus
- Redevelopment of all Athletic and Sports Fields (Football stadium, baseball fields, swimming pools etc.)
- Dedicated Building to house the District's Nursing Program in National City campus
- Redevelopment/ new construction of the District Cafeteria (Student Union)

#### PROPOSAL SCOPE

SWCCD is seeking technical qualifications & proposals from qualified specialty consultants interested in providing the District with Special Inspection, Material Testing, and Geotechnical Engineering Services for Central Plant/Field House/Synthetic Athletic Fields Projects for the District. It is the intent of the District to enter into a short term relationship with an inspection service provider who will perform high quality inspection services for assigned District projects at various locations.

#### 2 INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

#### PURPOSE OF RFQ/P

The purpose of this "Request for Qualifications"/"Request for Proposal" is to select a qualified Proposer who will provide Special Inspection, Material Testing, and Geotechnical Engineering Services for Central Plant/Field House/Synthetic Athletic Fields Projects for the District beginning at the District's discretion on/or about thirty (30) calendar days from the RFQ/P due date. The entirety of these documents sets forth the District's requirements in detail.

#### PROPOSAL QUESTIONS

All questions regarding this Request for Qualifications/Proposals should be sent to the Director of Facilities, Operations and Planning: <a href="mailto:jbrown@swccd.edu">jbrown@swccd.edu</a>

Questions must be sent via e-mail. Questions will only be accepted until May 21, 2012 no later than 12:00 noon. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 133" No direct responses will be sent to the company asking the question. Questions we feel need to be responded, will be answered in the form of an addendum and sent to all potential respondents on/about May 23, 2012.

#### PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows: Proposal Form A and Form B in total, shall not exceed a Maximum of ten (10) pages.

Proposals are to be submitted to the Office of the Director of Facilities, Operations & Planning located at 900 Otay Lakes Road, Chula Vista, CA 91910 no later than 2:00 p.m. on May 29, 2012. Upon receipt, your proposal will be time stamped, it is the responsibility of the Proposer to confirm that the Proposal was received on time. This proposal package should be delivered on or before the above mentioned due date and time in a Sealed Bid Format. All sealed proposals should be sent to:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: John Brown, Director of Facilities, Operations & Planning Purchasing
900 Otay Lakes Road, Room 1625
Chula Vista, CA 91910
(Room 1651 is located in the back of Parking Lot D)

#### **RIGHT TO REJECT**

This Request for Qualifications/Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Qualifications/Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

#### PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

#### PROPOSAL FORM

Oral, telephone, facsimile, (fax machine) or e-mailed proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFQ/P. Emphasis should be on completeness and clarity of contents. No proposal shall exceed twenty (20) back to back pages in length plus any pricing schedule(s), exhibits, or attachments.

#### **MODIFICATIONS TO PROPOSALS**

No oral, telephone, telegraphic or facsimile proposals or modifications will be considered.

#### WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to <a href="mailto:jbrown@swccd.edu">jbrown@swccd.edu</a> at any time **prior** to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ/P.

#### **IRREVOCABLE OFFER**

Proposals shall be considered irrevocable offers for a period of one hundred twenty (120) days from the date of receipt and may not be withdrawn during this period without consent of the District.

#### **COST OF PREPARING PROPOSALS**

Any and all costs associated with the preparation of responses to this Request for Qualifications/Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

#### **ORAL PRESENTATIONS**

None.

#### **AWARD WITHOUT DISCUSSION**

The District reserves the right to make an award without further discussion of the proposals received. It is therefore critical that all qualification proposals be submitted initially in the most favorable terms possible, both economically and technically.

#### CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the qualification proposals. A written Notice of Award will be made prior to commencement of performance. Initial performance period is anticipated to be from June 15, 2012 to June 30, 2014 (anticipated date of Project DSA Certified clos out is June 2014) and is subject to change based on award of RFP. The District and Proposer may mutually agree, in writing, to extend the term of this agreement prior to its expiration.

#### SWCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFQ/P will be made by written Addendum. Interpretations, corrections, or changes of this RFQ/P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SWCCD Office of the Director of Facilities, Operations & Planning. Addenda will be e-mailed to all that are known to have received a copy of the RFQ/P. Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.

Negotition: District reserves the right to negotiate the final pricing before award of proposal.

#### **Definition of Terms**

The designation of District refers to the Southwestern Community College District, a political subdivision of the State of California.

The term **Proposer** refers to companies, which choose to submit proposals Special Inspection, Material Testing, and Geotechnical Engineering Services for Central Plant/Field House/Synthetic Athletic Fields Projects for the District.

Reference to **District** refers to Southwestern Community College District.

The terms "Contract" and "Agreement" shall be used interchangeably within this document.

#### "Mutually agreed upon"

When this term is used in relation to services to be provided District agent will be the Director of Facilities, Operations & Planning. In relation to any terms of this agreement, the Vice-President of Business and Financial Affairs will be the agent for the Governing Board.

Throughout this document, the term District shall be used to designate the rights and responsibilities of the Southwestern Community College District.

The term Proposer shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ/P.

#### 3. EVALUATION OF PROPOSALS

Proposals will be initially evaluated on the written response to the RFQ/P. (Proposers will be allowed to enhance their initial proposals during negotiations if desired by the District. Negotiations are tentatively scheduled on May 31, 2012 and will require the mandatory presence of the representatives of the proposal submitting firm.)

Proposals will be evaluated by a team of District representatives which consists of, but is not limited to the Director of Facilities, Operations and Planning and the Director of Purchasing. In addition to its own staff; the District may utilize the unpaid services of one or more individuals from other agencies, or the community, in the evaluation of responses. The evaluation team will recommend award of Agreement to the Governing Board.

#### **Evaluation Criteria**

By use of numerical and narrative scoring techniques, responses will be evaluated by the Evaluation Panel against the factors specified below, which are listed in descending order of weight and importance. Within each evaluation criterion listed, the sub criteria to be considered are those described in the "Response Format and Content" section of this RFQ/P.

- Qualifications, experience and references of respondent; (50 pts)
- Staffing and organization; (35 pts)
- Miscellaneous exceptions/deviations, certifications and affidavits,
- Completeness of response, adherence to RFQ/P instructions, other relevant factors not considered elsewhere (15 pts)

Upon selection of the most qualified respondents, the District may require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. If such interviews are conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. However, respondents are advised that award may be made without interviews or further discussion.

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

#### 4. SPECIAL CONDITIONS

#### AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting normally held every second Wednesday of each month. The award will be made to the one responsible firm which is judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

#### **FINAL CONTRACT**

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SWCCD and the Proposer;
- B. All schedules, implementation plans, service descriptions, and the like, developed during the proposal evaluation phase is for inclusion in the Final agreement;
- C. The Proposer's proposal in total, including all addenda and attachments;
- D. This RFP as originally released, with Appendixes, Exhibits, and any addenda released prior to proposal opening;
- E. RFP Response and any addenda released prior to proposal opening.

SWCCD may terminate any resulting Agreement(s) for convenience at any time by giving the proposer written notice thereof. The effective date of termination shall be the date of Notice of Termination.

#### **ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

The Insurance Requirement Affidavit must be completed (Appendix B), notarized and returned with the proposal. The affidavit will determine compliance with the following insurance requirements. Failure to furnish the insurance Requirement Affidavit with returned proposal will result in proposal being declared non-responsive and Proposer will be ineligible for the award.

The Proposer, and any subcontractor (if applicable), shall carry insurance with policy limits not less than hereinafter specified.

#### Commercial General Liability:

Bodily Injury & Property Damage \$2,000,000 General Aggregate

\$1,000,000 Products Aggregate

\$1,000,000 Each Occurrence

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

Fire and Extended Coverage: All Risk

#### Auto Liability to include owned, not owned and hired:

Bodily Injury

\$1,000,000 Each person

\$1,000,000 Each accident

#### **Property Damage**

\$1,000,000 Each accident

#### Employer's Liability

\$1,000,000 Each accident

\$1,000,000 Each employee diseased

\$1,000,000 Policy limit disease

#### Combined Single Limit

\$1,000,000 Each accident

#### Blanket Fidelity Bond:

\$250,000 each accident

#### Workers' Compensation Coverage\*

Statutory for State of California

#### Employer's Liability

\$1,000,000 Each accident

\$1,000,000 Each employee-disease

\$1,000,000 Policy limit-disease

\*Alternatively, a State of California Certificate of Self- Insurance may be furnished in lieu of a certificate evidencing Workers' Compensation Insurance.

Note: The District shall be named as an additional insured party on Proposer's general liability policy and any excess/umbrella liability insurance policies.

The certificate of insurance shall state that the Proposer agrees to waive subrogation against the District, its officers, employees, and elected representatives for injuries,

including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, including the deductible portions thereof. Certificates of insurance shall evidence the waivers of subrogation.

All provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Insurance certificates for the stated requirements must be furnished to the Director of Facilities, Operations and Planning prior to commencement of work.

Insurance shall be written by companies acceptable to the District, licensed to transact business in the State of California.

The Proposer shall furnish the District certificates evidencing the required insurance which shall not be cancelable unless thirty-(30) calendar days advance notice is given to the certificate holder. When requested by the District, copies of any of the Proposer's policies must be furnished; otherwise, the District shall require certificates only.

It shall be the Proposer's responsibility to ensure that new and replacement certificates of insurance are submitted to the Director of Facilities, Operations & Planning as they are issued or changed; also, the Director of Facilities, Operations & Planning shall be notified if a listed coverage will not be renewed at time of expiration. Certificates shall be mailed to the following address:

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Attention: John Brown, Director of Facilities, Operations & Planning
900 Otay Lakes Road, Room 1625
Chula Vista, CA 91910

Approval, disapproval, or failure to act by District regarding any insurance supplied by Proposer shall not relieve Proposer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Proposer from liability.

No special payment shall be made by the District for any insurance that the Contractor may be required to carry.

#### INDEMNIFICATION

The Proposer, in performing its obligations under this Contract, is acting independently and the District assumes no responsibility or liability for Proposer's acts or omissions to third parties and Proposer agrees to indemnify and hold harmless the District, its officers and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Proposer's breach of the terms or provisions of this Contract, or by any negligent act or omission of Proposer, It's officers, agents, employees or invitees in the performance of this Contract, except that the indemnity specified in this paragraph shall

not apply to any liability result in from the sole negligence of the District, its officers or employees, and in the event of joint and concurrent negligence of both the Proposer and the District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of California; without, however, waiving any governmental immunity available to the District under California law and without waiving any defense of the parties under California law. This paragraph is solely for the benefit of the Proposer and District and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### NON-COLLUSION AFFADAVITS

Affidavits are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. (Appendix A.)

#### **EQUAL OPPORTUNITY AFFERMATIVE ACTION STATEMENT**

Proposer must accept and sign the equal opportunity and affirmative action statement set forth in (Appendix C.)

#### 5. GENERAL CONDITIONS

#### REPRESENTATIVES OF PARTIES

For the purposes of all notices, consents, and approvals herein required by either of the parties, their respective representative shall be:

For the District: the Director of Facilities, Operations & Planning. At Southwestern Community College: the Site Representative shall be Robert DePew.

For the Proposer: Proposer's representative and/or location supervisor or manager, as designated by the Proposer upon assumption of the contract.

#### TERMINATION OF CONTRACT

After thirty-(30) days, written notice by the District, the Contract for Special Inspection, Material Testing, and Geotechnical Engineering Services may be terminated for cause at any time at the option of the District.

Causes for terminating this contract may include, but are not limited to:

- Failure to meet and maintain minimum insurance requirements;
- Failure to cooperate with District personnel to meet service requirements;
- Failure to make accurate and timely reports;
- Any other breach of this contract.

In the event of termination by the District, a Notice of Termination shall be sent by the "DISTRICT'S" Director of Purchasing, Contracting & Central Services, via certified U.S. mail to the Proposer's representative.

#### **FORCE MAJEURE**

Neither the District nor the Proposer shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations

superimposed after the act, earthquakes or other causes beyond the reasonable control of either party. In the event of any occurrence with a party considers may cause a delay or failure of performance, the party affected shall promptly notify the other party.

#### PROPOSER CONDUCT

During the RFQ/P window (from release of this RFQ/P to final award), proposer is not permitted to contact any SWCCD employees or members of the Governing Board unless at the request of SWCCD's designated contact person (Director of Facilities, Operations & Planning) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

#### **ASSIGNMENT OF CONTRACT**

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

#### CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

#### ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations.

#### **RISK OF LOSS**

The Proposer shall bear the full responsibility for all risk of loss resulting from vandalism or theft of any property housed in District property.

#### **AUDITABLE RECORDS**

The Proposer shall maintain such account books and records in connection with its performance of the contract as may be reasonably required by the District, including adequate billing statements, invoices, reimbursement receipts, etc. Such books and records shall be available locally or be made readily accessible with reasonable notice. The Proposer shall provide the District with notice in writing of the location, by address, of all such books and records and the name of the custodian thereof. The Proposer shall, at any reasonable time DURING THE CONTRACT TERM AND FOR A PERIOD OF NOT LESS THAN TWO YEARS FOLLOWING THE COMPLETION OF WORK UNDER THE CONTRACT, afford the "DISTRICT'S" agents and auditors reasonable facilities and

access for the examination and audit of its records pertaining to the performance of the contract and shall, upon request by the District, produce and exhibit all such records.

#### **OBLIGATION OF PROPOSER**

At the time of the submittal of proposals each Proposer will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any Proposer to thoroughly inspect the sites, or to examine any form, instrument or document shall in no way relieve any Proposer from any obligation in respect to this proposal.

## Exhibit A Central Plant Information

Provide Special inspection and material testing services for the Central Plant Project. The Scope of Work is identified below and all technical documents to support this work for RFQ/P No. 133 are available by visiting <a href="https://www.southwesterncollegeproprplanroom.com">www.southwesterncollegeproprplanroom.com</a>

Task 1 – Special Inspection and Material Testing Services Scope

Provide Special Inspection and Material Testing Services for the Central Plant Project. Funding for the Project is from Proposition R.

#### **Project Schedule**

- The energy loop piping element of the project will be completed according to the attached Phase 4 Plan.
- The Central Plant Project is expected to start construction in May 2012 and be completed no later than December 2013.
- A construction schedule is available: <a href="www.southwesterncollegeproprplanroom.com">www.southwesterncollegeproprplanroom.com</a>
  if assistance is needed to register on the site, please contact Angel Leano at
  Professional Reprographics at (619) 272-5600. Any requests for information may
  be directed to John Brown, Director of Facilities, Operations and Planning for the
  Southwestern Community College District at (619) 482-6320, Room 1625, or e-mail
  your request to: <a href="mailto:jbrown@swccd.edu">jbrown@swccd.edu</a>
  Proposers shall use this document to assist
  in pricing.

#### **Project Construction Budget**

• Construction budget for this project is approximately \$23,000,000.

#### **Special Inspection and Material Testing Deliverables**

- Provide all special inspections and material testing deliverables as called out in the attached Districts' Standard Special Inspections and Materials Testing Agreement (Appendix F)
- Provide all special inspection and material testing as required in the Central Plant Project DSA approved construction plans.
- Provide all special inspection and material testing as required in the Central Plant DSA approved construction specifications.
- Provide all special inspection and material testing as required in the Central Plant DSA approved testing and inspection sheet (DSA 103 Form).
- Firms shall include all DSA required special inspection and material testing requirements for bracing framing and structural welding on this project

#### **Special Inspection and Material Testing Fee**

- Identify your proposed fee as an estimated cost to complete.
- Please review, in its entirety the District's Standard Special Inspection and Materials Testing Agreement (Appendix F) thoroughly to capture all requirements of the document and include as part of the proposed special inspection and material testing fee. However, testing requirements will be ordered base on the needs of the project, DSA approved testing and inspection plan.
- Contract value will be based on an anticipated not to exceed price. Testing will be ordered on an as needed basis.

## Exhibit B Field House, Stadium Improvements and Synthetic Athletic Field Project Information

Provide special inspection and material testing services for the Field House, Stadium Improvements and Synthetic Athletic Field Project. The Scope of Work is identified below.

Task 1 – Special Inspection and Material Testing Services Scope

Provide special inspection and material testing services for the Field House, Stadium Improvements and Synthetic Athletic Field Project.

#### **Project Schedule**

- The Field House, Stadium Improvements and Synthetic Athletic Field Project is expected to start construction in summer 2012 and be completed in winter 2014.
- A construction schedule is available: <a href="www.southwesterncollegeproprplanroom.com">www.southwesterncollegeproprplanroom.com</a>
  if assistance is needed to register on the site, please contact Angel Leano at
  Professional Reprographics at (619) 272-5600. Any requests for information may
  be directed to John Brown, Director of Facilities, Operations and Planning for the
  Southwestern Community College District at (619) 482-6320, Room 1625, or e-mail
  your request to: <a href="mailto:jbrown@swccd.edu">jbrown@swccd.edu</a>
  Proposers shall use this document to assist
  in pricing.

#### **Project Construction Budget**

• The construction budget for this project is approximately \$10,000,000.

#### **Special Inspection and Material Testing Deliverables**

- Provide all special inspection and material testing deliverables as called out in the attached District's Standard Special Inspection and Materials Testing Scope of Work. (Appendix F)
- Provide all special inspection and material testing as required in the Field House and Stadium Improvements Project DSA submittal plans.
- Firms shall include all DSA required special inspection and material testing requirements for bracing framing and structural welding and soil nail inspection on this project.
- However, services will be based on DSA approved testing and inspection requirements.

#### **Special Inspection and Material Testing Fee**

- Identify your proposed fee as an estimated cost to complete.
- The special inspection and material testing fee should also include the Owner's allowance as reference in the District's Standard Special Inspections and Materials Testing Agreement (Appendix E). The Owner's allowance should be 15% of the proposed estimated cost to complete fee. It shall be rounded up to the nearest hundred of dollars.

 Please review, in its entirety the District's Standard Special Inspections and Materials Testing Agreement (Appendix F) thoroughly to capture all requirements of the document and include as part of the proposed special inspection and material testing fee.

#### Exhibit C SCOPE OF WORK

#### A. Special Inspection and Material Testing

Regulations — Title 24 Requirements, latest edition and all other related applicable standards, and will include but not be limited to the following scope:

- Observe Contractor's operations to ensure conformance with specifications and applicable standards, and perform special testing and inspections in accordance with the State Fire Marshal approved Contract Documents, including but not limited to the following:
  - Cast-in-Place Concrete
    - i. Review mix designs and certificates of compliance for materials Contractor proposes to use.
    - ii. Visit batch plant prior to initial hatching to verify plant quality controls are adequate.
    - iii. Collect and review tickets for each batch of concrete delivered. Annotate water or admixtures added subsequent to batching.
    - iv. Special Inspect concrete placement, as required by CBC Section 1701.5, Item 1, for conformance with the Contract Documents.
    - v. Compressive Strength: Test concrete for compressive strength in accordance with CBC Section 1905.6 and ASTM C39. Conform to testing frequency of CBC 1905.6.1. Take 4 specimens per sample, test one at seven days, one at 14 days and two at 28 days, and retain one specimen.
    - vi. Sample and test for slump and temperature at same frequency as compression tests.
    - vii. Slump: ASTM C143; one test at truck at start of placement and for each compressive strength sample.
    - viii. Temperature: ASTM C1064; one test hourly. Take additional tests where warranted by weather conditions, delays in delivery.
    - ix. Base plate Grouting Inspect mixing and placing of non-shrink grout. Test or compressive strength in accordance with ASTM C109. Make one sample for each 10 cubic feet of grout placed, but not less than one sample for each day's placement.

#### b. Reinforcing Steel

- i. Review Quality Assurance procedures for maintaining identification of steel.
- ii. Collect certificates of compliance for reinforcing steel for record purposes.
- iii. Collect available test reports for record purposes.
- iv. Review and verification of any submitted welding procedure specifications and qualification tests.
- v. Special Inspect placement of reinforcement for conformance with the Contract Documents, as required by CBC Section 1701.5, Item 4.

- vi. Special Inspect installation of mechanical couplers in accordance with requirements of applicable ICC Evaluation Report.
- vii. Test mechanical couplers in tension to failure. Test 2 specimens at the start of installation for each coupler size for the first 100 installed, then 1 for each 100 additional couplers.
- viii. Inspect welding as required by CBC Section 1701.5, Item 5.3, for compliance with WS D1.4; including checking materials, equipment, procedure and welder qualification as well as the welds. Inspectors will use nondestructive testing or any other aid to visual inspection that they deem necessary to assure themselves of the adequacy of the weld.
- c. Structural Steel, Miscellaneous Metal & Prefabricated Metal Stairs
  - Review manufacturer's test reports for compliance with specified requirements.
  - ii. Review welding procedure specifications.
  - iii. Verify material identification.
  - iv. Randomly sample and tension test 3 high strength anchor bolts for conformance with ASTM A354, Grade BD. Test full size samples for ultimate strength and yield strength; do not proof load test. If full size specimens fail yield test; machine samples and retest for yield.
  - v. Inspect high-strength bolted connections as required by CBC Section 1701.5, Item 6, for conformance with RCSC Specification.
  - vi. Inspect welding as required by CBC Section 1701.5, Item 5, in accordance with AWS D1.1.
  - vii. Ultrasonically inspect base metal thicker than 11/2 inches for discontinuities behind welds in accordance with CBC Section 1703, Item 3. Inspect column base plates thicker than 1-1/2 inches when column flanges are complete penetration welded to base plates.
  - viii. Nondestructive test all complete penetration groove welds larger than 5/16 inches by ultrasonic methods for conformance with the weld quality and standard of acceptance of AWS D1.1, Table 6.2.
  - ix. For "Seismic Critical Welds", perform QA inspection tasks in accordance with FEMA-353, Section 6.6 and Table 6-2. Unless otherwise noted on Drawings, use Inspection Category 2.
  - Use Inspection Category 1 for CJP groove welded column splices.
  - xi. Use Inspection Category 3 for fillet welds.
  - xii. For "Seismic Critical Welds", nondestructive test in accordance with procedures of FEMA-353, Section 6.7, and the following testing schedule.
  - complete Penetration Groove Welds: MT test 25% of joints, full length. Test in accordance with provisions of FEMA-353, Section 6.7.1 for conformance with Section 5.8.2. UT test 100% of joints, full length, for conformance with the weld quality and standard of

- acceptance of AWS D1.1, Table 6.2. Reduce frequency to 25% of joints with low reject rate, subject to approval of District's Representative.
- xiv. Partial Penetration Groove Welds: MT test 25% of joints, full length. Test in accordance with provisions of FEMA-353, Section 6.7.1 for conformance with Section 5.8.2. Reduce testing to 25% of joints, partial length with low reject rate, subject to approval of District's Representative.
- xv. Test weld access holes in accordance with FEMA-353, Section 6.7.4.6.
- xvi. Test column web for cracking above and below continuity plates after welding in accordance with FEMA-353, Section 6.7.4.4. Use dye-penetrant or magnetic particle test.
- Periodically, inspect and test stud welding as required by CBC Section 1701.5,
  Item5, in accordance with AWS D1.1; review pre-production testing and qualification, periodically inspect welding and perform verification inspection and testing.
- xviii. Inspect and test deck welding as required by CBC Section 1701.5, Item 5, in accordance with AWS D1.3. Review materials and qualification of welders and procedures prior to start of work, periodically inspect welding in progress, and perform final visual inspection of all welds.
- xix. Review Budding Restrained Brace Manufacturer's Quality Assurance Plan, mill certificates and coupon test report.
- xx. Review Buckling Restrained Brace Manufacturer's quality assurance test and inspection reports.
- xxi. Observe Buckling Restrained Brace fabrication and assembly as requested by University's Representative's representative.

#### d. Drilled Dowels and Anchors

- Review manufacturer's and ICC recommended installation and inspection procedures.
- ii. Special Inspect installation for conformance with Contract Documents, manufacturer's recommendations, and requirements of applicable ICC Evaluation Report.
- iii. Proof test dowels and threaded anchors to tension loads indicated on Drawings. There shall be no loosening or movement of dowel out of hole and no cracking or spalling of concrete in which dowel or bolt is set.
- iv. Test a minimum of 10 percent of each size dowel.
- v. Test a minimum of 3 of each size dowel.
- vi. Perform tests at different locations and conditions to obtain representative sample.
- vii. Should any dowel or bolt fail, increase testing of similar dowels to 25 percent. If other failures occur, test all similar dowels.

#### e. Fireproofing

- Thickness, density and bond strength testing of cementations fireproofing.
- ii. Intumescent painting mil thickness.

#### F. Site-work

- Testing of soil mix samples.
  - ii. Compaction testing of sub-grades and utility trenches.

#### **B.** Geotechnical Consulting Services

The Consultants who are selected will be required to have available personnel who have been successful in the professional services and activities of geotechnical Consultant services. When and as directed by District, the Consultant shall perform consulting services for various projects to include, but not be limited to, the following:

- 1. Provide professional geotechnical and soils services including technical assistance in the field, soil compaction tests for public works projects, evaluation of excavation site work, and other soil testing as may be required;
- 2. Meet with District staff, Bond Program Managers, and other public agencies, and/or private groups or individuals;
- 3. Provide research of all available geotechnical data at the County of San Diego, City of Chula Vista, and other entities regarding projects outlined in the RFQ/P
- 4. Provide all in-office professional and technical services including laboratory evaluations, preparation of exhibits, maps, and reports;
- 5. Assist in providing information to the City of Chula Vista and County of San Diego, and other entities; and
- 6. Provide general geotechnical consulting services to support the efforts of District and Bond Program Managers and Staff.
- 7. Provide adequate supervision of all work by a registered geo-technical engineer and /or a registered engineering geologist (depending on the work envisioned by the Proposal).
- 8. Provide inspection and preparation of surfaces to receive compacted fill in accordance with all building departments and any Regulatory Agencies.
- 9. Be familiar and have experience with relevant Codes and any Regulatory Agency requirements pertaining to the assessment and remediation of geological, soils and seismic conditions relevant to determining the suitability for acquisition and or development of schools or other District facility needs in California.
- 10. Provide supervision and certification of the placement and compaction of fill, including all required testing and reports.
- 11. Conduct all associated soils, geological, seismic, and geo-technical testing and experience and expertise respecting all of the foregoing.
- Prepare reports pertaining to the above scope of work, which reports shall include recommendations and cost estimates as appropriate.
- 13. Provide groundwater monitoring and reporting to appropriate agencies.

## PROPOSAL FORM A General Information

#### 1. Cover Letter

The individual who is authorized to bind Special Inspection, Material Testing, and Geotechnical Engineering Services Proposal (hence, "Proposer") contractually must sign the cover letter, which must accompany the Proposer's RFQ/P response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ/P.
- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A thru D and Appendix A thru F as part of your RFQ/P response.
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ/P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ/P are completed and duly smbmitted in the proposal response.

#### 2. Profile and Overview of Proposer

- General overview of the company.
- Years of experience in providing Special Inspection, Material Testing and Geotechnical Engineering Services to institutions the size and scope of SWCCD, and especially with community colleges if any.
- References.

3.	Pr	oposer Corporate Information							
	•	Type of Firm: Corporation: Proprietorship: Partnership:  Joint Venture: Other (please describe):							
		Curici (piedase describe).							
	•	Business License Number:							
	•	Number of years in business under firm name:							
	Full name of firm's officers and managing employees as related to th								
	Has the firm changed its name within the past 3 years? YES NO If yes, provide former name(s):  Has the firm changed its name within the past 3 years?  YES If years?								
	•	Have there been any recent (within the last three years) changes in control/ownership of the firm?  YES NO I  If yes, explain.							
		·							
	•	Have officers or principals of the firm ever had their business license suspended or revoked for any reason?  YES NO  If yes, please explain							

## PROPOSAL FORM B Example of Information to be Provided (MAXIMUM OF FIVE (5) PAGES)

- 1. Proposer's strategies, methodologies and operational plans to support the scope of operation identified in the RFQ/P.
- 2. Summarize the quality and level of special inspection, material testing and geotechnical engineering related services.
- 3. Propose the frequency and schedule for delivery of services, based on the specific project draft schedule.

## PROPOSAL FORM C General Terms and Conditions

<u>Offer Held Firm:</u> The Proposer agrees that it will not withdraw its offer for a period of one hundred twenty (120) calendar days from the opening date.

**<u>Right to Reject</u>**: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informalities in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

<u>Bidder Certification</u>: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud.

**Execution of a Contract**: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within ten (10) calendar days of receipt of written notice of acceptance of the Proposal by the District.

<u>Assumption of Contract</u>: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the Districts Notice to Proceed, as applicable.

**Exceptions to Specifications**: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ/P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the bid submittal which is to be titled "Exceptions."

<u>Conflicts of Interest:</u> All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

<u>Required Submittals</u>: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

<u>District's Right to Award</u>: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

<u>Legally Binding</u> it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY.		
Company Name		
Mailing Address		
City, State, and Zip Code		
Telephone Number	FAX Number	·
By: Signature (Manual)		
By: Signature (Typed)		
Title		

## PROPOSAL FORM D Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum #	Date Received:
Addendum #	Date Received:

APPENDIX A

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California )
) ss. County of)
, being first duly sworn, deposes and says that he or she is
the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.
I certify (or declare) under penalty of perjury that the foregoing is true and correct.
Signature
Date

#### **APPENDIX B**

### INSURANCE AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of						
County of_	County of)ss.					
The under	signed, being first duly	sworn, depos	es that he/she is			
Of						
herein call	ed the Proposer; that t		as submitted a proposal to manage and operate unity College District, herein called the District.			
			n the circumstances affecting the preparation and ied to make this affidavit; that he/she certifies the			
Proposer i	s insured with policy li		nan the following:			
a.	Bodily Injury &	\$1,000,000	General Aggregate			
	Property Damage	\$1,000,000	Products Aggregate			
		\$1,000,000	Each Occurrence			
		\$ 50,000 \$ 5,000	Fire Damage Limit			
L		Medical Expense Limit				
b. <u>Fire and extended cover</u> age: All Risk						
C.	Auto Liability to include	le owned. Non	- owned and hired:			
c. <u>Auto Liability to include owned. Non - owned and hired:</u> Bodily Injury \$1,000,000 each person						
	\$1,000,000 each accident					
Property Damage \$1,000,000 each accident or						
	Combined Single Lim		each accident			
d.	Blanket Fidelity Bond		or maximum exposure			
e.	Worker's Compensati					
	Employer's Liability		each accident			
		\$1,000,000 \$1,000,000	each employee - disease policy limit - disease			
	ely, a State of California evidencing Worker's Co	a Certificate of	Self- insurance may be furnished in lieu of a			
Subscribed and sworn to before me Firm						
this	_ day of,20	12.	Signed			
			Type or print name of affiant.			
Notary Pul	blic		Title			
	My commission expires					

#### **APPENDIX C**

### SOUTHWESTERN COMMUNITY COLLEGE DISTRICT EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Every person, firm, company or corporation with whom the Southwestern Community College District does business in the amount of \$ 10,000 or cumulative contracts totaling \$ 10,000 is required to sign the following statement:

Suppliers will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall take affirmative action to insure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, age, national origin or physical handicap.

	Name of individual,	Name of individual, company or corporation.			
	Ву:				
(Corporate Seal)	Title:				
	Address:				
	City	State	Zip Code		

#### **APPENDIX D**

### CONTRACTOR'S CERTIFICATE REGARDING WORKERS'COMPENSATION

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:

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

	Name of individual, company or corporation.				
	Ву:				
(Corporate Seal)	Title:				
	Address:				
	City State	te Zip Code			

(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 awarding body prior to performing any work under this contract.)

#### **APPENDIX E**

## SAMPLE CONTRACT SOUTHWESTERN COMMUNITY COLLEGE DISTRICT Independent Contractor Agreement (For short or long term contracts with a value of \$3,001 and over)

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District" or "Client") to contract with as an Independent Contractor (hereinafter referred to as "Contractor" or "Engineer"); and whereas such service will assis the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and
WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this agreement; and
WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and
WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers' compensation benefits;
NOW THEREFORE, the following is agreed:
I. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT CONTRACTOR.
Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

- II. COMPENSATION, MAXIMUM COST, AND PAYMENT.
  - (a) In consideration of the service to be rendered by Contractor as outlined in this agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$\_\_\_\_\_ for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
  - (b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
  - (c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
  - (d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.

(e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

Ш	. F	PERIOD	OF	PERF	ORMA	NCE.

This period covered by this agreement shall begin on	and shall terminate on
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#### IV. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Consultant" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

#### V. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

#### VI. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

#### VII. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

#### VIII. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

#### IX. CONFIDENTIALITY AND USE OF INFORMATION.

- (a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (b) Contractor shall advise the District of any and all materials used, or recommended for use by consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

#### X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

#### XI. HOLD HARMLESS.

Contractor agrees to indemnify, but shall have no obligations to, defend the District, its officers employees from liability or damages any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent actually caused by with the negligent performance of this Contract, and liability for damages, accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts or omissions of the Contractor to the extent actually caused by the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless Contractor from any and all liability, claims and losses accruing or resulting to any and all contractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the negligent performance of this Contract, and from any and all liability, claims and losses accruing or resulting to any person, firm or corporation who may be injured (including death) or damaged by the acts of omissions or the District in the negligent performance of this Contract.

#### XII. TERMINATION.

The District or the Contractor may, at any time, with or without reason, terminate this Contract upon the giving of thirty (30) days prior written notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for acceptable and allowable work performed under this Contract through the date of termination. Written notice by the District shall be sufficient to stop

further performance of services by Contractor. Notice shall be deemed given when received by Contractor or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District of obtaining the services from another contractor exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

#### XIII. INSURANCE

Contractor agrees to carry a comprehensive or commercial general liability insurance with limits of one-million dollars (\$1,000,000) per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Contract. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Prior to commencing the performance of services hereunder, Contractor shall provide District with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured under said policy. All specifications on insurance requirements must be adhered to as idetified in the RFP and duly signed as acknowledged in Appendix B.

#### XIV. WORKER'S COMPENSATION INSURANCE.

Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Contract, Contractor agrees to defend and hold harmless the District from such claim.

#### XV. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

#### XVI. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole 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.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### XVII. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

#### XVIII. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

#### XIX. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

#### XX. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

#### XXI. SEVERABILITY.

If any term, condition or provision of this Contract 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.

#### XXII. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

#### XXIII. LAWS GOVERNING.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

#### XXIV. ENTIRE AGREEMENT/MODIFICATION.

This Contract and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties.

XXV.	NOTICES.			
		sonally served or if se	in writing, signed by the party giving it, and shall be su ent by registered mail addressed to the parties at their	
	This Contract is entere	ed into this	day of, 2012.	
IN WIT	NESS WHEREOF, the	parties have execute	ed this Contract as of the date thereof.	
Compa	any Name		Southwestern Community College District	
	: ederal Tax ID:		Melinda Nish, Ed.D. Superintendent/President 900 Otay Lakes Road	
Addres	ss:		Chula Vista, CA 91910-7299	
	tate/Zip:		Telephone: 619 482-6301 Fax: 619 482-6413	
	none:		Signature:	
Are yo	u a District employee?	☐ Yes ☐ No	Date:	
	redential or Special Lice Insultancy?	nse required for  Yes	Originator:	
	please specify and attact t License.	ch a copy of		
	ure:			
Date:				

#### **APPENDIX F**

# Southwestern Community College District Special Inspection, Material Testing, and Geotechnical Engineering Services for Central Plant/Field House/Synthetic Athletic Fields Projects Submission Checklist

Item	Included in RFQ/P Response
Exhibit A: Central Plant Information	
Exhibit B: Field House, Stadium Improvements and Synthetic Athletic Field Project Information	
Proposal Form A: General Information	
Proposal Form B: Specialized Criteria	
Proposal Form C: General Terms and Conditions	
Proposal Form D: Addenda Acknowledgement	
Appendix A: Non-Collusion Affidavit	
Appendix B: Insurance Affidavit	
Appendix C: Equal Opporutnity Affimative Action Statement	
Appendix D: Contractor's Certificate regarding Workers' Compensation	
Appendix E: Sample Contract	