



Hazardous Material Abatement Consulting Services for the Southwestern Community College District
900 Otay Lakes Road | Chula Vista, CA 91910

REQUEST FOR QUALIFICATIONS (RFQ) No. 101-11 Hazardous Material Abatement Consulting Services

Southwestern Community College District invites statements of qualifications from qualified providers of hazardous material abatement consulting services (Hazmat Consultant) for the survey, construction, and closeout phases of all Proposition R Projects and other miscellaneous projects as may be required. As of November 2011, the Proposition R Budget is approximately 389 million dollars.

Qualification proposals will be accepted at the Bond Program Management Office located at 900 Otay Lakes Road, Building 1688, Chula Vista, CA 91910 no later than 12:00 p.m. (local time) on November 17, 2011. Offers received after this date and time may, at the discretion of the District, be rejected without consideration.

Faxed or emailed qualifications will not be accepted.

Instructions for preparing your response are contained in the attached RFQ. Questions must be in writing and directed to Alex Munro of Seville Construction Services by 12:00 PM November 11, 2011 at amunro@swccd.edu. We look forward to receiving your responses.

1. GENERAL INFORMATION

A. Purpose of RFQ

The Southwestern Community College District (District) is seeking qualifications from qualified providers of hazardous material abatement consulting services (Hazmat Consultant) for the survey, construction, and closeout phases of all Proposition R Projects and other miscellaneous projects as may be required. Potential Phase I Proposition R Projects are:

1. National City New Two Story Facility
2. Corner Lot
3. Central Plant/Field House
4. Remodel of Cafeteria Building 610
5. Energy Efficient Project Upgrades
6. Updated Security, Fire Alarms and Technology
7. PV/Solar Project
8. Mayan Hall (Theater) Renovation
9. Remodel Building 100
10. Remodel Building 200

The services to be performed under the RFQ are necessary to abate and remediate hazardous materials on upcoming Proposition R Projects. The scope of services is described in Section 4 of this RFQ.

It is expected that some of the abatement and remediation work undertaken by the District will include requirements by the State of California, San Diego County, City of Chula Vista, other local State and Federal agencies, and participation of Disabled Veterans Business Enterprises (DVBE).

B. Anticipated Time Schedule

- | | |
|---|---|
| 1. RFQ Issued: | November 3, 2011 |
| 2. Optional Pre-Proposal: | November 10, 2011, 2:00 PM |
| Meeting Location: | 900 Otay Lakes Road, Building 1688
Chula Vista, CA 91910 |
| 3. Last Day for Questions: | November 11, 2011, 12:00 PM |
| 4. Submittal: | November 17, 2011, 12:00 PM |
| 5. Anticipated Notice of Short List: | December 1, 2011 |

C. Response Submittal

The respondent shall submit one (1) original, three (3) copies, and one (1) PDF on a flash drive with OCR text recognition of its response by 12:00 p.m. (local time), November 17, 2011 to:

Southwestern Community College District
Bond Program Office, Building 1688
900 Otay Lakes Road
Chula Vista, California 91910

Responses received after 12:00 p.m., November 17, 2011, may, at the sole discretion of the District, be rejected as non-responsive and returned without review. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from among the responses received on time. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District's Bond Program confirming receipt by the above-specified deadline.

The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed or emailed RFQ's will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words "Response to RFQ No 101-11; Do Not Open until November 17, 2011."

All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

D. Questions from Respondents

Questions or comments regarding this RFQ (except to inquire about the number of addenda issued) must be in writing and received no later than 12:00 p.m. (local time) on November 11, 2011. Written questions are to be emailed to Alex Munro, at amunro@swccd.edu.

E. RFQ Addenda/Clarifications

If it becomes necessary for the District to revise any part of this RFQ, or to provide clarification or additional information after the response documents are released, a written addendum will be issued. Addenda will be posted on the Southwestern Community College District's Bond Website at www.buildswc.com. It shall be the responsibility of the respondents to check this website frequently to ensure that they have all addenda issued. All addenda issued shall become part of the RFQ.

In addition, responses to written questions received will be incorporated in an RFQ addendum.

F. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the respondent in: (1) preparing its response to this RFQ; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFQ, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFQ. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

G. No Commitment to Award

Issuance of this RFQ and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFQ, to negotiate with more than one respondent concurrently, to cancel all or part of this RFQ, or to re-issue RFQ for its own convenience. Award of RFQ is final and without appeal.

By responding to RFQ 101-11, respondents accept that the District may choose to reissue a different RFQ for these same services in the future -- even after short-listing firms and/or awarding contracts related to this RFQ. The District, for example, may choose to re-issue an RFQ for these services at the start of different Phases for Prop R Projects.

H. Joint Offers

Where two or more respondents desire to submit a single response to this RFQ, they should do so on a prime-sub consultant basis rather than as a joint venture or informal team. The District intends to contract with single firms and not with multiple firms doing business as a joint venture.

I. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ must be declared in the response submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations," and incorporated in the Appendix section of your submittal.

J. Insurance

1. During the term of this Contract, the Hazmat Consultant, at its own cost and expense, must procure and maintain the following types of insurance:
 - Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 per occurrence; and

- Commercial General and Auto Liability insurance, with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - Professional liability insurance, with limits of \$1,000,000 per claim.
2. Prior to the commencement of work, the Hazmat Consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Hazmat Consultant's policies have been endorsed to name the "Southwestern Community College District, its Board of Trustees, and its Program Management Consultant" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that the "Consultant's policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District's Project Manager.
 3. All evidence of insurance coverage required to be submitted in accordance with Section J shall be delivered to the addressee for the District specified in Agreement for Services to this program. The District shall make the final determination as to whether the documentation submitted by the Hazmat Consultant conforms to the requirements of Section J.
 4. If any sub consultant(s), subcontractor(s) or independent contractor(s) is utilized by the Hazmat Consultant for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in Section J and the indemnification provisions set forth in Agreement for Services.

K. Indemnification

The Hazmat Consultant agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all liability, claims, debts, damages, suits, actions 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 or omissions of the Hazmat Consultant in the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless the Hazmat Consultant 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 or omissions of the District in the negligent performance of this Contract.

2. RESPONSE FORMAT AND CONTENT

A. Presentation

Responses shall be submitted on 8 ½" x 11" sheets in a 3-ring binder(s), utilizing both sides of the paper. Responses should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content and sequence of the response should follow the outline presented below.

B. Response Content

1. **Transmittal Letter/Introduction (1 page maximum):** The letter of transmittal shall be

addressed to Bob DeLiso, Bond Program Management Director, 900 Otay Lakes Road, Building 1688, Chula Vista, CA 91910 and must, at a minimum, contain the following:

- identification of the offering firm(s), including name, mailing address, e-mail address, telephone number and fax number of each firm;
 - acknowledgment of receipt of all RFQ addenda, if any;
 - name, title, address, telephone number, email address and fax number of contact person during period of response evaluation;
 - a statement to the effect that the response shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for responses;
 - identification of any information contained in the response which the respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the response are confidential or proprietary will not be honored by the District); and
 - signature of a person authorized to bind the offering firm to the terms of the response.
2. **Table of Contents:** Immediately following the transmittal letter/introduction, there should be a complete table of contents for material included in the response.
3. **Firm Qualifications:** Briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, and principal lines of business. **Certify** that the firm is legally permitted or licensed to conduct business in the State of California for the services offered.
4. **Firm Experience and References Overview:** This section should establish the ability of the respondent (and its sub consultants, if any) to satisfactorily perform the required work. Provide examples of similar project experience. As a minimum, please include the following per project experience:
- Project Name, Location, Year Complete
 - Brief project descriptions describing how the project relates to the requested consulting scope and the Proposition R Bond Program.
 - Owner Name, Title, and current phone number: The District will verify all contact information.
 - Information should be furnished for both the respondent and any sub consultants included in the offer.
5. **Knowledge, Skills, and Experience of Project Manager & Hazmat Consulting Staff:** This section should include a summary of the proposed project manager and hazmat consulting staff for the program. Include a resume and references for the proposed individuals.
6. **Small Business Outreach:** Provide brief summary of firm's experience of working with small businesses and past outreach to small businesses.
7. **Cost/Fee:** This section should disclose all charges at a cost per hour to be assessed to the District for the required services and declare the respondent's preferences for method and timing of payment.

- 8. Exceptions/Deviations:** State any exceptions to or deviations from the requirements of this RFQ and the District Contract for Hazardous Material Abatement Consulting Services attached to the RFQ as Exhibit 1A. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

The exceptions/deviations should be clearly noted under separate headings as:

- Exceptions/Deviations RFQ – Reference Location
- Exceptions/Deviations Contract – Reference Location

- 9. Litigation and Claims:** Furnish as an appendix and provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.

3. RESPONSE EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel consisting of District and Bond Management staff will be responsible for reviewing, analyzing and evaluating the responses received. The Evaluation Panel will select the successful respondent(s).

In addition to its own staff, the District may utilize the unpaid services of one or more individuals from other agencies in the evaluation of responses.

B. 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 subcriteria to be considered are those described in the "Response Format and Content" section of this RFQ.

- 1. Firm Qualifications (30 Points)**
- 2. Firm Experience (30 Points)**
- 3. Knowledge, Skills, and Experience of Project Manager and Hazmat Consulting Staff (20 Points)**
- 4. Firm References (15 Points)**
- 5. Small Business Outreach (5 Points)**

100 Points Total

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.

C. Contract Award

It is the intent of the District to award one or more contracts as the result of this RFQ. However, the District reserves the right to apportion the requirements of this RFQ among multiple consultants if this is determined to be in the District's best interests. The contract(s) resulting from this RFQ will be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

A respondents' inability to deliver the staff proposed in the proposal at the time of contract negotiations may be grounds for the District to re-evaluate its plan for contract award, and could result in changes being made to the District's selected short-list.

4. SCOPE OF SERVICES

The primary role of the Hazmat Consultant is to identify all of the hazardous material within the upcoming Proposition R Projects and prepare the construction documents for its abatement, removal and management of these materials associated with the construction project. The Hazmat Consultant will provide monitoring services during the construction phase of the project to ensure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the Hazmat Consultant include, but are not limited to:

A. Project Survey

Perform a survey of the buildings Mechanical/Electrical/Plumbing (MEP) systems, site utilities and building components to identify all hazardous materials including but not limited to:

1. Asbestos
2. Lead paint
3. Mercury
4. Polychlorinated Biphenyls (PCBs)
5. Refrigerants
6. Chemicals
7. Solvents
8. Heating oils and hydraulic fluids that might be disturbed by the building project

B. Construction Documents

Develop construction documents for the abatement and management of the hazardous materials for the construction phase of the project. Hazmat Consultant shall also perform the following during the construction document phase:

1. Attend and make presentations at various meetings
2. Prepare cost estimate for abatement activities
3. Assist program manager, design team, and construction manager in scoping of projects on a project by project basis
4. Provide District with five (5) copies of construction documents and one (1) in PDF format

C. Construction Phase

During the construction phase of the project, the Hazmat Consultant will undertake the following monitoring activities:

1. Review all notifications and submittals, including notifications to state and local agencies that

- have jurisdiction over abatement activities.
2. Attend all construction meetings on an as needed basis.
 3. Review plans and shop drawings for construction of enclosure systems and for isolation of the work areas to ensure they meet specifications and abatement regulations.
 4. Review abatement construction documentation concerning employees, that includes: respirators fitting, wearing of protective clothing, use of showers, entry and exit from work areas and all aspects of work procedures. Also review documentation that all employees have received medical examinations as required by Occupational Safety and Health Administration (OSHA).
 5. Review submittals on equipment to be used.
 6. Notify District of any potentially hazardous material that was not discovered during the project survey. In addition, if undiscovered hazardous material is potentially located, provide all surveying required. Work with abatement contractor to adjust abatement plan as needed.
 7. Notify District if abatement activities are not proceeding on a timely basis as identified in the project baseline schedule.
 8. Provide daily reports to District of ongoing abatement activities.
 9. Provide on-site review of abatement activities, ensuring that specifications and regulations are being met.
 10. Review air monitoring information during abatement activities to ensure no limits are exceeded.
 11. Once abatement activities are completed, inspect to ensure that the abatement activities have removed the material to the level required by all applicable regulations.
 12. Review documentation on the disposal of abated materials to ensure the disposal meets the applicable regulations.

D. Closeout Phase

During the closeout phase of abatement, the Hazmat Consultant will undertake the following activities:

1. Review all final submittals, once abatement activities are completed, to ensure specifications and regulations have been met.
2. Verify that all proper state and local agencies have been provided proper notifications, paperwork, etc. to allow proper closeout of abatement activities.
3. Provide final reports for review and acceptance by the District. Provide District with five (5) copies of report and one (1) in PDF format.

EXHIBIT 1A

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as "District") to contract with **FIRM NAME** as an Independent Contractor (hereinafter referred to as "Hazardous Materials Consultant" or "Hazmat Consultant"); and whereas such service will assist 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, the Hazmat Consultant has represented, to the Governing Board, that the Hazmat Consultant is knowledgeable and qualified in skills required for this project and covenants that the Hazmat Consultant is capable of performing the services required under this Agreement; and

WHEREAS, the Governing Board recognizes that the Hazmat Consultant is acting as an independent contractor in the performance of work under this Contract, and that the Hazmat Consultant 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, the Hazmat Consultant understands that, for purposes of this Agreement, the Hazmat Consultant 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 HAZMAT CONSULTANT.

- a. The Hazmat Consultant agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:
 - 1. Provide hazardous materials consulting services for **PROJECT NAME** as outlined in Exhibit "A" of this Agreement.
 - 2. Provide hazardous material consulting services for **PROJECT NAME** as outlined in Exhibit "B" of this Agreement.
 - 3. In the event of a conflict between Exhibit "A" and Exhibit "B", the higher quality, higher quantity and the most stringent requirements shall be deemed to apply and shall govern as to services, materials, workmanship, and installation procedures.

II. COMPENSATION, MAXIMUM COST AND PAYMENT.

- a. In consideration of the services to be rendered by the Hazmat Consultant, as outlined in this Agreement, the Governing Board agrees to pay the Hazmat Consultant a total **lump**

sum amount of DOLLAR AMOUNT AND XX/100 DOLLARS (\$XXXX.XX) per the proposal dated DATE as identified in Exhibit "B".

1. Payments shall be made in accordance with the schedule of values as outlined in Exhibit "B" of this Agreement.
- b. Invoices shall be processed within thirty (30) days upon receipt and approval by the District and/or their agents 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 the Hazmat Consultant's Chief Financial Officer or District approved designee.
 1. All invoices must have a "wet" original signature of Chief Financial Officer or District approved designee.
 2. All invoices must clearly show the schedule of values, previously billed against the schedule of values, currently billed against the schedule of values, total billed against the schedule of values, the percentage of billed to date against the schedule of values, plus clearly show any changes to the Agreement which have modified the schedule of values. In the event that any of these items are not shown the District and/or their agents may reject the invoice which could delay payment.
- d. The Hazmat Consultant certifies that the Hazmat Consultant 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 the Hazmat Consultant for any costs or expenses paid or incurred by the Hazmat Consultant in performing services for District, unless otherwise specifically stated in this Contract.

III. PERIOD OF PERFORMANCE.

The period covered by this Agreement shall begin on DATE and shall terminate on DATE.

IV. CONFLICT OF INTEREST.

If the District determines that the Hazmat Consultant is a "Consultant" under Political Reform Act of 1974, the Hazmat Consultant 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.

The Hazmat Consultant, in the performance of this Contract, shall be and act as an independent contractor. The Hazmat Consultant 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. The Hazmat Consultant assumes the

full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

VI. TAXES.

The Hazmat Consultant acknowledges and agrees that it is the sole responsibility of the Hazmat Consultant 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 the Hazmat Consultant'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.

The Hazmat Consultant 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. The Hazmat Consultant'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, the Hazmat Consultant 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. The Hazmat Consultant 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. The Hazmat Consultant shall hold in trust for the District, and shall not disclose 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. The Hazmat Consultant 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 the Hazmat Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by the Hazmat Consultant 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, the Hazmat Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

X. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

The Hazmat Consultant 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.

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

XI. HOLD HARMLESS.

The Hazmat Consultant agrees to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all liability, claims, debts, damages, suits, actions 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 or omissions of the Hazmat Consultant in the negligent performance of this Contract. The District agrees to indemnify, defend and hold harmless the Hazmat Consultant 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 or omissions of the District in the negligent performance of this Contract.

XII. TERMINATION.

The District 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 Hazmat Consultant 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 the Hazmat Consultant. Notice shall be deemed given when received by the Hazmat Consultant 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 Hazmat Consultant; (b) any act by the Hazmat Consultant exposing the District to liability to others for personal injury or property damage; or (c) if the Hazmat Consultant is adjudged a bankrupt, the Hazmat Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of the Hazmat Consultant'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 Hazmat Consultant. If the cost to the District of obtaining the services

from another Hazmat Consultant exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Hazmat Consultant. 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

- a. During the term of this Contract, the Hazmat Consultant, at its own cost and expense, must procure and maintain the following types of insurance:
 1. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 per occurrence; and
 2. Commercial General and Auto Liability insurance, with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate; and
 3. Professional liability insurance, with limits of \$1,000,000 per claim.
- b. Prior to the commencement of work, the Hazmat Consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Hazmat Consultant's policies have been endorsed to name the "Southwestern Community College District, Its Board of Trustees, and its Program Management Consultant" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that the "Consultant's policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District's Project Manager.
- c. All evidence of insurance coverage required to be submitted in accordance with Section XIII shall be delivered to the addressee for the District specified for services to this program. The District shall make the final determination as to whether the documentation submitted by the Hazmat Consultant conforms to the requirements of Section XIII.
- d. If any sub consultant(s), subcontractor(s) or independent contractor(s) is utilized by the Hazmat Consultant for the purpose of carrying out portions of this Contract, said sub consultant(s), subcontractor(s) or other independent contractor(s) shall also be required to comply with the insurance provisions set forth in Section XIII and the indemnification provisions set forth in Agreement for Services.

XIV. WORKER'S COMPENSATION INSURANCE.

The Hazmat Consultant 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 the Hazmat Consultant participating under this Contract, the Hazmat Consultant agrees to defend and hold harmless the District from such claim.

XV. ORIGINALITY.

The Hazmat Consultant agrees that all material produced by the Hazmat Consultant 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.

The Hazmat Consultant 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.

The Hazmat Consultant consents to use of the Hazmat Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

XVII. RIGHTS IN DATA.

The Hazmat Consultant 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 services 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. The Hazmat Consultant 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 the Hazmat Consultant, the Hazmat Consultant's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

XIX. PERMITS/LICENSES.

The Hazmat Consultant and all the Hazmat Consultant'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 the Hazmat Consultant 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 the Hazmat Consultant either in whole or in part, nor shall the Hazmat Consultant 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.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

This Contract is entered into on this the **XX**th day of **Month, Year**.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

FIRM NAME

SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

Name: **FIRM NAME**

Denise Whittaker
Interim Superintendent/President
900 Otay Lakes Road

SS#/Federal Tax ID: **XXXXXXXXXX**

Chula Vista, CA 91910-7299

Address: **XXXXXX**

Telephone: 619 482-6301

City/State/Zip: **XXXXXX**

Fax: 619 482-6413

Telephone: **XXXXXX**

Signature: _____

Fax: **XXXXXX**

Date: _____

Are you a District employee? ☐ Yes ☒ No

Signature: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The primary role of the Hazmat Consultant is to identify all of the hazardous material within the upcoming Proposition R Projects and prepare the construction documents for its abatement, removal and management of these materials associated with the construction project. The Hazmat Consultant will provide monitoring services during the construction phase of the project to ensure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the Hazmat Consultant include, but are not limited to:

I. PROJECT SURVEY

Perform a survey of the buildings Mechanical/Electrical/Plumbing (MEP) systems, site utilities and building components to identify all hazardous materials including but not limited to:

- a. Asbestos
- b. Lead paint
- c. Mercury
- d. PCB
- e. Refrigerants
- f. Chemicals
- g. Solvents
- h. Heating oils and hydraulic fluids that might be disturbed by the building project

II. CONSTRUCTION DOCUMENTS

Develop construction documents for the abatement and management of the hazardous materials for the construction phase of the project. Hazmat Consultant shall also perform the following during the construction document phase:

- a. Attend and make presentations at various meetings
- b. Prepare cost estimate for abatement activities
- c. Assist program manager, design team, and construction manager in scoping of projects on a project by project basis
- d. Provide District with five (5) copies of construction documents and one (1) in PDF format

III. CONSTRUCTION PHASE

During the construction phase of the project, the Hazmat Consultant will undertake the following monitoring activities:

- a. Review all notifications and submittals, including notifications to state and local agencies that have jurisdiction over abatement activities.
- b. Attend all construction meetings on an as needed basis.
- c. Review plans and shop drawings for construction of enclosure systems and for isolation of the work areas to ensure they meet specifications and abatement regulations.
- d. Review abatement construction documentation concerning employees, that includes: respirators fitting, wearing of protective clothing, use of showers, entry and exit from

work areas and all aspects of work procedures. Also review documentation that all employees have received medical examinations as required by OSHA.

- e. Review submittals on equipment to be used.
- f. Notify District of any potentially hazardous material that was not discovered during the project survey. In addition, if undiscovered hazardous material is potentially located, provide all surveying as required in Exhibit A. Work with abatement contractor to adjust abatement plan as needed.
- g. Notify District if abatement activities are not proceeding on a timely basis, as identified in the project baseline schedule.
- h. Provide daily reports to District of ongoing abatement activities.
- i. Provide on-site review of abatement activities, ensuring that specifications and regulations are being met.
- j. Review air monitoring information during abatement activities to ensure no limits are exceeded.
- k. Once abatement activities are completed, inspect to ensure that the abatement activities have removed the material to the level required by all applicable regulations.
- l. Review documentation on the disposal of abated materials to ensure the disposal meets the applicable regulations.

IV. CLOSEOUT PHASE

During the closeout phase of abatement, the Hazmat Consultant will undertake the following activities:

- a. Review all final submittals, once abatement activities are completed, to ensure specifications and regulations have been met.
- b. Verify that all proper state and local agencies have been provided proper notifications, paperwork, etc. to allow proper closeout of abatement activities.
- c. Provide final reports for review and acceptance by the District. Provide District with five (5) copies of report and one (1) in PDF format.

END OF EXHIBIT A

EXHIBIT B

INSERT HAZMAT CONSULTANT PROPOSAL

END OF EXHIBIT 1A