

**Solano Community College District
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ #19-011)
MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES POOL**

BACKGROUND

In November 2012, the voters approved Bond Measure Q for facility improvements at Solano Community College District ("District"). Funding is planned for new construction and renovation of classrooms, other buildings, and infrastructure.

REQUEST FOR QUALIFICATIONS

At this time, the District is seeking to refresh its pool of qualified firms to provide Materials Testing & Special Inspections Services for various capital projects. The pool will include four (4) to six (6) firms who understand the wide range of material testing and special inspection needs inherent to community college bond programs, who are sufficiently experienced to meet those needs, and are located within a reasonable distance from the District's campuses.

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

Respondents to this RFQ must mail or deliver, in a sealed package; one (1) unbound hard copy, three (3) bound copies and one (1) electronic copy (disk or flash drive, Word or PDF format) of the SOQ as further described herein, to:

**Solano Community College District
RFQ #19-011 Material Testing & Special Inspections Services Pool
Attn: Laura Scott, Bond Purchaser
4000 Suisun Valley Road, Building 600, Room 605
Fairfield, CA 94534**

SOQ Must be submitted in a sealed envelope or box, clearly identified as "RFQ #19-011 SOLANO COMMUNITY COLLEGE – MATERIAL TESTING & SPECIAL INSPECTIONS SERVICES"

NON-MANDATORY PRE-SUBMITTAL CONFERENCE, 1:00 P.M., TUESDAY, APRIL 23, 2019, 4000 Suisun Valley Road, Building 1400 – Faculty/ Staff Lounge, Fairfield, CA 94534. Room entrance is located on the North-East side of Building 1400.

ALL RESPONSES ARE DUE BY 2:00 P.M. ON Wednesday, MAY 8, 2019.

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

Questions regarding this RFQ may be sent by email to Noe Ramos (noe.ramos@solano.edu) on or before April 30, 2019.

LIMITATIONS

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

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

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

RESTRICTIONS ON LOBBYING AND CONTACTS

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

SCOPE OF SERVICES

- A. **The Scope of Services** may vary for each individual project but generally is intended to include full material testing and special inspection services during the construction phase(s) of the specific projects. Firms will provide all material testing and special inspections as required by code, and/or as determined by DSA and the District. Basic services will include, but are not limited to the following;
 - a. Perform all services for material testing and special inspections in accordance with Title 24, California Code of Regulations and Instructions on DSA Form 103 (as provided for each project) and the conditions included in this scope of work.
 - b. Conduct special inspections as required by DSA and as required by the District.
 - c. Perform materials testing as required by DSA and as required by the District. Testing shall be performed in accordance with ASTM and California test methods as appropriate. All laboratory testing shall be accomplished in a DSA-approved laboratory.

- d. Respond to DSA Project Inspector's scheduling and coordination requirements for special inspections and sampling testing services. Provide report copies to DSA Project Inspector, Construction Manager, General Contractor, Project Architect, District, DSA and others as requested.
- e. Perform and Coordinate all onsite and offsite inspections and material testing.
- f. Prepare reports of all testing service performed (progress reports, semi-monthly reports, etc.), and submit to DSA, DSA Project Inspector, Construction Manager, and others as requested.
- g. Prepare written Notices of Non-Compliance as needed, using appropriate forms, and submit to DSA Project Inspector, Construction Manager, and General Contractor, and District.
- h. Attend project progress meetings and other specialty meetings as determined by Construction Manager and Project Inspector.
- i. Submit all Material Testing & Special Inspections' Final Verified Reports to DSA at the completion of the project for project DSA closeout.

B. Prospective Projects

The following is a list of projects anticipated (but not guaranteed) to be initiated over the next five years:

- **Fairfield Campus**
 - Performing Arts Center Addition (Phase 2)
 - Horticulture (Phase 2)
 - Small Capital Projects
 - Infrastructure Upgrade Projects
- **Vacaville Center**
 - Annex Building Mechanical Unit and Roofing Replacement
 - Aeronautics Building – New or Renovation/Expansion; Parking Expansion
 - Small Capital Projects
- **Vallejo Center**
 - Career Technology Building
 - Learning Resource Center Building
 - Site and Infrastructure Improvements

SUBMITTAL FORMAT

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

1. Cover Letter

- Identify the name of the proposing firm and type of organization (e.g., sole submitter, joint venture).
- Provide a brief history of the proposing firm.
- Provide a summary of the firm's philosophy and capabilities.
- Identify key firm members.
- Provide name, telephone number and e-mail address of firm's primary contact person.
- Summarize proposing firm's most relevant qualifications and experience.
- Acknowledge any addenda issued.
- Acknowledge and understand that the successful teams will sign the standardized Independent Consultant Agreement for Professional Services, which contains the following indemnity provisions:

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

The following statement must be included in the cover letter:

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

A copy of the District's Independent Consultant Agreement for Professional Services is attached to this RFQ. In addition, the District may also choose to enter into a Master Services Agreements with prequalified consultants at a later date.

2. Relevant Firm Qualifications

- Describe your firm's approach for providing comprehensive and thorough testing documentation for projects.
- Describe your firm's experience with communicating with DSA and your successful efforts to expedite completion of DSA review and approval of Testing and inspection documents.
- Describe your firm's philosophy of coordinating material testing and special inspection reports with the District, design professionals, contractors, and design-build entities.

3. Relevant Project Experience

Provide information on Material Testing and Special Testing reports prepared by your team in the last five (5) years on at least ten (10) and no more than fifteen (15) public works projects, including at least eight (8) projects on higher education campuses (preferably community colleges).

Provide the following information for each project listed:

- Project name, type of project, location, and construction completion date.
- Approximate square footage and construction cost.
- Key individuals of the proposing firm who were involved and their roles in the project.
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference).

4. Firm Summary

- Identify location(s) of office(s) from which projects will be staffed.
- Provide the number of professionals in office.
- Identify key individuals being proposed. Briefly state each individual's qualifications and experience relevant to the requested services and the scope of each's anticipated involvement in this assignment.
- Provide an organization chart.
- Include current hourly or service fee schedule.
- Provide information on testing lab. Is this service provided in-house or subcontracted out. Provide qualifications of testing lab.

5. Litigation History

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

6. Appendix (not included in page count)

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

SELECTION CRITERIA

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

A. Submittal Evaluation

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

- Firm and Staff Qualifications
 - Location of the firm's nearest office and accessibility to the projects
 - Firms current commitments and capacity; ability to handle several simultaneous projects.
 - Demonstrated experience in providing comprehensive and thorough testing reports to clients.
 - Demonstrated experience with material testing and special inspection requirements/processes with DSA.
 - Qualifications of testing lab.
 - Litigation History
 - Demonstrated experience with projects for California community colleges, other higher education campuses, and K12 school districts.
 - Reputation of individual firms as determined by references from previous clients.

B. District Investigations

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

C. Interviews

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

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

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

D. Final Determination and Award

The District reserves the right to contract with any firm responding to this RFQ for all or any portion of the work described herein and/or in an Agreement offered to the firm, to reject any SOQ as non-responsive, and/or not to contract with any firm submitting an SOQ for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ,

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

including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful proposing architectural services firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

RFQ RESPONSE SCHEDULE SUMMARY

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

DATE	EVENT	TIME / DEADLINE
April 10, 2019	Release and advertisement of RFQ #19-011	
April 23, 2019	Non-Mandatory Pre-submittal Conference	1:00 p.m.
April 30, 2019	Deadline for submittal of written questions to District concerning RFQ	5:00 p.m.
May 3, 2019	Answers to written questions posted on the District website	4:00 p.m.
May 8, 2019	Deadline for Submittal	2:00 p.m.
May 20, 2019	If required, release of short-listed teams selected to interview	5:00 p.m.
May 27, 2019	Interviews of short-listed teams if determined by the District that interviews are required	TBD
June 5, 2019	Anticipated Board of Trustees Approval of Qualified Pool.	

WE THANK YOU FOR YOUR INTEREST IN THIS CONSTRUCTION PROGRAM

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(MATERIAL TESTING AND SPECIAL INSPECTIONS)**

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide Material Testing & Special Inspection services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on _____, 20__ and will diligently perform as required and complete performance by _____, 20__, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements
 W-9 Form
____ Other: _____

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

- 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

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

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

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

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

4.1. Not applicable.

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

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

7. **Performance of Services.**

7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

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

7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to

secure the satisfactory completion thereof.

7.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. Termination.

11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

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

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

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

11.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall

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

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

13. **Insurance.**

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
19. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District

Fairfield, California 94534

[FAX] _____

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX] _____

ATTN: _____

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

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

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

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

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

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

Dated: _____, 20__

Dated: _____, 20__

Solano Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

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

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

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

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

Consultant's entire Proposal is **not** made part of this Agreement.

- 1.1 Consultant will provide Material Testing and Special Inspection Services to verify compliance with DSA Approved Plans and Specifications for this project. Basic services will include, but are not limited to, the following;
 - 1.1.1 Provide and coordinate onsite and offsite inspections and material testing and report to Construction Manager and DSA Inspector of Record.
 - 1.1.2 Provide Semi-Monthly reports to DSA, DSA Project Inspector, Design Team, Construction Manager, and District.
 - 1.1.3 Review progress of work as needed with the DSA Project Inspector, Design Team, Construction Manager, and District.
 - 1.1.4 Provide review and comments on proposed Contractor Change Orders for any work with Material Testing and Special Inspections.
 - 1.1.5 Provide DSA Form 6-Final Verified Report to DSA, with copies to DSA Project Inspector, Design Team, Construction Manager, and District.
- 1.2 Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA Approved Construction Documents. Personal contact shall include visits to the site by the consultant or its qualified representative to observe construction.