

REQUEST FOR PROPOSAL (RFP) # 2019-016

GEOTECHNICAL ENGINEERING CONSULTING SERVICES

For

**5000 Seat Stadium and Buildings at Meniffee Valley
Campus**



RFP Issued: February 13, 2019

RFP Due: February 26, 2019 at 2:00 p.m.

Submit Response To: Carole Ward
cward@msjc.edu
Contract Coordinator
And
Tammy Cunningham
tcunningham@msjc.edu
Director of Procurement and General Services

**Questions or
Clarifications:** All questions must be submitted via e-mail to: Carole
Ward cward@msjc.edu and Tammy
Cunningham tcunningham@msjc.edu

1. REQUEST FOR PROPOSALS

1.1 Purpose

As a pre-qualified vendor for the Mt. San Jacinto Community College District ("District") per RFQ #2016-103, the District is requesting that you submit a proposal to provide full service Geotechnical/Engineering Services to the District for the 5000 Seat Stadium and Buildings at Menifee Valley Campus ("Project"). Each Geotechnical/Engineering Firm ("Consultant") responding to this RFP should be prepared and equipped to provide full services to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

1.2 Proposal Submission

If your firm is interested in providing full service Geotechnical/Engineering Services for the Project, proposals must be delivered to the address below, no later than **2:00 PM on Tuesday, February 26, 2019**. Late proposals will not be considered. The District is not responsible for late mail or postal delivery errors. Proposers shall submit one electronic version of the proposal on a flash drive; one (1) printed original proposal including any supporting documentation in a sealed box or package addressed as follows:

Attention: Tammy Cunningham
Mt. San Jacinto Community College District
Purchasing Department
Building 200, Room 223
1499 N. State Street
San Jacinto, CA 92583

1.3 Response Format

Each Consultant is required to submit a Proposal it deems appropriate to this RFP. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Each Consultant shall submit one (1) electronic proposal on a flash drive and one (1) printed original proposal. The District will evaluate the Proposals based on the responsiveness to District requirements listed in part 6, Section, Selection Criteria/Evaluation Process.

NOTE for Firms teaming with Sub-Consultants: Each responding firm shall select its proposed sub-consultants based on its own criteria. However, MSJCCD reserves the right to approve sub-consultants proposed for any projects that may be awarded. Sub-Consultants do not need to complete all the Exhibits in this RFP. Carefully read each section to determine which forms the Sub-consultants need to submit.

1.4 Questions

Consultants must carefully read the entire RFP prior to submitting questions as most questions will be answered in this RFP. All questions must be submitted in writing via e-mail to Carole Ward (cward@msjc.edu) and Tammy Cunningham (tcunningham@msjc.edu). The question deadline for this RFP is **Thursday, February 21, 2019 by 10:00 AM**. After this deadline, the District will not answer, address, and/or review any questions that interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants.

1.5 Request for Proposals

Pre-Qualified Consultants are in no way guaranteed to receive any work from the District. Each Proposal shall describe the Consultant's experience and expertise with respect to the services, if any, which are unique to the property or project that is the subject of this RFP. In addition, the Proposal shall set forth a detailed scope of services, a completion schedule, a schedule of professionals that will be used to supervise and staff the project, and a not-to-exceed dollar amount for the services to be performed. The District will allocate work to said Pre-qualified Consultants without having to request and evaluate additional information as to Consultant's qualifications. Consultant shall assign only trained and experienced personnel, support staff, and other Consultants to the requisite tasks. Consultant shall provide cost to perform the tasks outline in the Scope of Services referenced in this RFP.

1.6 Mandatory Pre-proposal Site Visit/Review of Project Documents:

A Mandatory Pre-proposal Site Visit is scheduled for Tuesday, February 19, 2019 at 2:00 p.m. at the Menifee Valley Campus, Building 800, south side of building, located at 28237 La Piedra Road, Menifee CA 92584.

Geotechnical Firm must attend job walk. Any Geotechnical Firm submitting a proposal who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened. Any Geotechnical Firm who fails to arrive on time (**2:00 p.m.**) will not be able to participate in the Pre-Proposal site visit.

1.7 Pre-qualification of Bidders

As a condition of bidding for this Project, and in accordance with California Public Contract Code Section 20651.1, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. Prequalification documents are available at the Mt. San Jacinto Community College District, Office of Procurement and General Services, Room 223, located at 1499 N. State St., San Jacinto, California 92583 or go to the Mt. San Jacinto Community College Purchasing Office website located at <http://www.msjc.edu/Purchasing/Pages/UPCCA.aspx> to download the UPCCA Pre-

Qualification Questionnaire. The prequalification documents must be submitted prior to 10:00 a.m. on February 19, 2019. Bids will not be accepted if a Contractor has not been prequalified where qualification is required. Contractors will be notified by telephone or e-mail of their prequalification status within a reasonable period of time after submission of their prequalification documents.

1.8 DIR Registration of Geotechnical Engineer:

An Geotechnical Engineer shall not be qualified to submit a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public works pursuant to Section 1725.5. It is not a violation of this section for an unregistered architect to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Geotechnical Engineer is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, architects are recommended to periodically review the DI's website at www.dir.ca.gov. Geotechnical Engineer shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any other the requirements set forth in Labor Code section 1720 et. Seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

2. PROJECT NARRATIVE/PROJECT DESCRIPTION

- 2.1 Mt. San Jacinto Community College District is in need of Geotechnical Engineering Services for the 5000 Seat Stadium and Buildings at the Menifee Valley Campus.

The selected firm will include the following as part of services:

Provide testing, reports and support for the new stadium and new permanent modular buildings.

1. CONSULTANT'S TEAM EXPERIENCE:

Minimum 5 years' experience in providing Geotechnical services..

Geotechnical report to include test results and recommendations for the below items, but not limited to:

- a. For storm water infiltration we will need 2 – 3 perc test in/around the fields.
- b. Minimum (10) borings for recommendations at the concrete slabs, asphalt paving and the synthetic turf/permeable base system. Provide paving recommendations for pedestrian, vehicular and fire apparatus. Full profile recommendations including any subgrade prep.
- c. The scope of such services could include: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron, and red fire ant testing) foundation engineering and design, geotechnical observation and testing during construction and/or modernization for various school facility sites. Such services may include: reviewing background information, conducting field studies, laboratory testing and analysis, coordination with architectural firms or design teams, and attendance of various meetings.

2. CONSULTANT IS EXPECTED TO PERFORM THE FOLLOWING:

- a. Supervision of all work by a registered geotechnical engineer and/or a registered engineering geologist.
- b. Familiarity and experience with relevant Code and CDE requirements pertaining to the assessment and remediation of geological, soils and seismic conditions that are relevant to school sites in California.
- c. Familiarity and experience with DSA Testing and Inspection Requirements and the use of approved DSA Material Testing Laboratories:
- d. Inspection and preparation of surfaces to receive compacted fill in accordance with all building department and CDE requirements;

- e. Supervision and certification of the placement and compaction of fill, including all required tests and reports. Soils testing for corrosivity, acidity, compression, percolation, boron, and red fire ants.
- f. Geological, seismic, and geotechnical testing and experience and expertise respecting all of the foregoing and; preparation of reports respecting all of the foregoing, which reports shall include foundation and underground steel protection recommendations as appropriate.
- g. At a minimum, be certified with the California Board of Professional Engineers and Land Surveyors (CBPELS). Certification Number and any other license/certifications relating to this RFQ.
- h. Work as a liaison with Regulatory Agencies. Liaison with regulatory agencies is required in order to provide guidance to the District and others as deemed necessary.
- i. Perform Regulatory Agency Requirements. Tasks may include regulatory agency required surveillance.
- j. Coordinate and work with District staff and consultants.
- k. Attend meetings and Other General Duties: Consultant must attend various pre-construction meetings, provide project oversight and/or project closeout assistance as necessary, and be available on-site throughout the duration of the project, as required.
- l. Include in the report a description of the field and laboratory procedures to be utilized in the investigation.
- m. Include in the report a discussion of the material encountered in the borings and their engineering properties.
- n. Consult with the Architect and consulting engineers regarding recommendations, including interpretation and clarification where requested.
- o. Provide edit of the Architect's earthwork, rock removal and trenching specification masters to conform to the recommendations of the report.
- p. Provide review of final specifications and drawings and furnish the Architect with a letter stating the contract documents conform to the recommendations of the Geotechnical Report.
- q. Respond to questions and/or corrections required by review agencies and design engineers (i.e...DSA, California Geologic Survey – Note 48, structural engineer, etc.), issue addenda as necessary to complete design and secure necessary approvals.
- r. Consultant to coordinate site inspection with PLACEWORKS, 30 days prior to the commencement of work. PLACEWORKS will give direction per the EIR/CEQA report.

3. DRILLING AND SAMPLING METHODS:

- a. The location and depth of the borings proposed by the CONSULTANT and the ARCHITECT of RECORD shall be shown on a sketch accompanying the CONSULTANT's PROPOSAL. If the CONSULTANT finds it necessary to

change the location or depth of any of these proposed borings, the DISTRICT and the CONSULTANT.

- b. If unusual conditions are encountered including, but not limited to, unanticipated materials which cannot be penetrated by standard sampling equipment, the CONSULTANT shall immediately consult with the DISTRICT.
- c. The CONSULTANT shall take such measures as are required to obtain the necessary information, subject to the DISTRICT's approval.
- d. The CONSULTANT shall advise the DISTRICT as to any further exploration and testing required to obtain information that the CONSULTANT requires for a professional interpretation of subsoil conditions at the PROJECT site and shall perform such additional work as authorized by the DISTRICT.
- e. The extent of exploration undertaken shall be consistent with that necessary to perform services consistent with the standards of CONSULTANT's profession and that would be necessary given the size and scope of the PROJECT consistent with the terms of this AGREEMENT. Sampling operations for both disturbed and undisturbed samples shall be in accordance with the American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required for the Report(s).
- f. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards including, but not limited to, ASTM Standards D1586, D1587 and D2113.
- g. Samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings unless otherwise specified on the boring drawing(s). Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (1) boring numbers, (2) sample number, (3) sample depth, (4) blows per increment required to drive sample as per applicable standards, (5) date, (6) PROJECT name, and (7) CONSULTANT's name.
- h. Rock cores shall be not less than one of one eighth (1-1/8) inches in diameter, and shall be placed in core boxes properly labeled as indicated above.
- i. The samples shall be preserved and field logs prepared by a California Registered Geotechnical Engineer.
- j. The CONSULTANT shall notify the DISTRICT before drilling equipment is removed from the site and advise the DISTRICT as to the field description of soil conditions encountered. The CONSULTANT shall perform such additional borings or other exploration as may be authorized by the DISTRICT.

4. FIELD AND LABORATORY REPORTS:

- a. Each drawing shall carry a title block which contains the PROJECT name and location, the Registered Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker.
- b. All data required to be recorded according to the American Society for Testing Materials ("ASTM") Standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soils shall be classified in the field logs in accordance with current applicable ASTM Standards and the other standards, including but not limited to ASTM Standard D2488 but the classification for final logs shall be based on the field information, plus, results of tests plus further inspection of samples in the laboratory by CONSULTANT.
- c. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- d. Identify the ASTM Standards or other recognized standard sampling and test methods utilized.
- e. Coordinate with the AOR the locations of the test borings.
- f. Provide a plot plan giving dimensioned locations of test borings.
- g. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect Engineering conclusions.
- h. Describe the existing surface conditions and summarize the subsurface conditions.
- i. Provide a profile and/or topographic map of rock or other bearing stratum.
- j. Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences.
- k. Report all laboratory determinations of soil properties.

5. EVALUATION & RECOMMENDATION CRITERIA:

- a. The CONSULTANT shall analyze the information developed by investigation or otherwise available to the CONSULTANT, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the AOR on the design and engineering requirements of the PROJECT.
- b. Based on such analysis and consultation, the CONSULTANT shall submit a professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following: Foundation support of the structure and slabs, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
- c. Anticipation of, and management of, groundwater for design of structures and pavements.
- d. Lateral earth pressures for design of walls below grade, including backfill, compaction and sub-drainage, and their requirements.
- e. Soil material and compaction requirements for site fill, construction
- f. backfill, and for the support of structures and pavements.
- g. Pavement design.
- h. Design criteria for temporary excavation and temporary protection such as
- i. excavation sheeting, underpinning and temporary dewatering systems.
- j. Slope inclination and stability recommendations.
- k. Seismic activity.
- l. Frost penetration depth and effect.
- m. Analysis of the effect of weather and/or construction equipment on soil during construction.
- n. Analysis of soils to ascertain presence of potentially expansive,
- o. deleterious, chemically active or corrosive materials or conditions, or presence of gas.
- p. Recommendations for foundation design, considering vertical and lateral load supporting capacities, including soil bearing pressures, compaction methods at retaining/foundation walls and anticipated settlement.
- q. Recommendations for sub-grade preparation and grading for building pad, paved areas including asphalt and concrete walkways and roads, running track and the site in general, including site fill, construction backfill and support of structures and pavements. Include canyon drain recommendations where applicable.
- r. Anticipated shrinkage and bulking factor for on-site soils.

- s. Presence of contaminated soils, underground tanks and hazardous materials.
 - t. Recommendations for excavation and mitigation of rock encountered, if applicable. Describe types of material requiring blasting and use of sonic wave testing methods to determine extent of blasting and associated costs.
 - u. Recommendations for expansive potential of on-site soils, including the following methods: 1) soil presaturation, percentage past optimum and depth of presaturation); 2) removal and recompaction of natural soils, 3) removal and import of select material; and 4) lime stabilization or similar treatment options.
 - v. Identify potential water level, whether from perched water table or pressure source (spring or underground stream).
 - w. Pavement design recommendations, including "R" value test, for asphalt pavement and base sections for automobile and bus traffic. Base paving recommendations on a traffic index value of 4.5 for parking areas, 6.0 - 6.5 for driveways and 7.0 for fire lanes.
 - x. Provide a geologic and earthquake engineering assessment, identifying any geological hazards associated with proposed site. Consideration shall be given, but not limited to, potential earthquake shaking landslide, flooding, expansive soil, fault displacement, soil liquefaction and subsidence. In addition, comply with California Building Code, Chapter 16 regarding Site Geology and Soil Characteristics and all site-specific considerations as established in General Plan Seismic Hazard Elements as adopted by the local jurisdiction.
 - y. Active, passive and seismic pressures for retaining and basement walls or structures, and Coefficient of Friction. Include recommendations for pipe-based drainage relief behind such walls.
 - z. Recommendations for floor slabs on grade and exterior concrete walk ways, including sub base, base and vapor retarder considerations.
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- aa. The CONSULTANT shall be responsible for assisting the DISTRICT in gathering information and processing forms required by applicable governing authorities, such as building departments, and DSA, in a timely manner and assist with the proper PROJECT close-out, if necessary.
 - bb. If work requested by the Architect pursuant to this Article involves additional charge, prior written approval of the DISTRICT shall be obtained before proceeding.
 - cc. CONSULTANT shall file all Interim Verified Reports, a Verified Report and any other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the Division of the State Architect ("DSA"). The CONSULTANT shall observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is

necessary to assure the CONSULTANT that the Contractor's Work is being completed, in every material respect, in compliance with the DSA approved Construction Documents.

- dd. The CONSULTANT shall meet with the Architect, Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.
- ee. The CONSULTANT shall prepare Interim Verified Reports (Form DSA 293) and submit such Interim Verified Reports to the DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the Project Inspection Cards issued by the DSA as applicable:

- 1) Initial Site Work
- 2) Foundation
- 3) Vertical Framing
- 4) Horizontal Framing
- 5) Appurtenances
- 6) Non-Building Site Structures
- 7) Finish Site Work
- 8) Other Work
- 9) Final

- ff. Upon the substantial completion of the PROJECT, the CONSULTANT shall prepare and submit to the DSA, Project Inspector and the DISTRICT written Verified Report, on Form DSA 293, pursuant to Title 24 of the California Code of Regulations. The CONSULTANT shall also submit a signed Verified Report to the DSA, Project Inspector and the DISTRICT upon any of the following events:

- 1) Work on the PROJECT is suspended for a period of more than one month.
- 2) The services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT.
- 3) DSA requests a Verified Report.

6. GENERAL REQUIREMENTS:

- a. All work shall be performed by qualified personnel under the

supervision of a Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer.

- b. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the CONSULTANT and any other party related to the PROJECT, including the DISTRICT, Architect or Contractor, during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a copy of such record to the DISTRICT.
- c. PROTECTION OF PROPERTY: The CONSULTANT shall contact the DISTRICT and all utility companies in order to obtain information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property when CONSULTANT is performing its services under this AGREEMENT. The CONSULTANT shall reasonably restore the site to the condition existing prior to the CONSULTANT's entry, which restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be plugged temporarily, pending any additional groundwater readings. At the completion of any groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.
- d. REPORTS AND LOGS: Deliver one copy of Geotechnical Report(s) and logs to the DISTRICT. It is understood that the DISTRICT, or the AOR on the DISTRICT's behalf, may make and distribute copies of the reports and boring logs as necessary in connection with the proposed PROJECT without incurring obligation for additional compensation.
- e. Logs of exploratory borings summarizing the soils conditions encountered, and the summary of laboratory testing results. Provide a plan indicating location of the borings, with a minimum of two (2) borings for any one building, taken within the perimeter limits of the proposed building and adjacent areas. In addition, provide a minimum of 1 boring at each paving and athletic field area. If no building layout is available at the time of investigation, provide a minimum of 10 borings.
- f. DISPOSITION OF SAMPLES: After all laboratory tests have been completed, samples shall be retained at the CONSULTANT's office, and remain open to inspection (until the end of recording of a notice of completion at which time the DISTRICT shall be contacted as to disposition of samples).
- g. Provide 5 copies of the final report. Where necessary, update boring location plan to match final site plan.
- h. During the term of this AGREEMENT, the CONSULTANT shall

coordinate its services with the DISTRICT, Architect, Project Inspector, Contractor, and any other parties necessary to ensure that the requirements applicable to the CONSULTANT related to the DSA's Project Inspection Card (Form 152) procedure and any subsequent revisions or updates there to issued or required by the DSA, or any other/alternate processes are being met in compliance with the DSA's requirements. The CONSULTANT shall take all action necessary as to not delay progress in meeting any of the DSA's requirements. The CONSULTANT shall meet any applicable requirements set forth in the DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by the DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

During the design phases into DSA, the firm shall prepare and update as needed a schedule on a project scheduling software.

Project Location: Mt. San Jacinto Community College District
Menifee Valley Campus
28237 La Piedra Rd.
Menifee, CA 92584



Menifee Valley Campus Map

100	Enrollment Services, Counseling, Career/Transfer Center, Financial Aid, Student Services	900	Technology Building	2005	Classroom
200	Music & Dance, Cafeteria, Student Lounge	1005	Instruction Office	2006	Classroom
250	Bookstore	1006-1013	Classrooms	2007	Associate Faculty Workroom
260	Utility Building	1007	SGA	2008	University Center
300	Classrooms, Science Labs	1014	Assessment Center	2101-2112	Science Village
400	Humanities/Social Science Classrooms/Labs	1015	Student Support Program	2106	DELTA
500	Allied Health & Nursing Classrooms	1016	Offices, EOPS (1016B)	3000	Career Education/Classrooms
600	Fine Arts, Classrooms, Multimedia Lab	1017	Veterans' Resource Center	5000	Shower/Locker Building
700	Construction for future student support services	1018	Eagle Access Center (1018A) International Students (1018B)	5001-5002	Classrooms
800	Learning Resource Center/Library, Honors Program Office	1019	Disabled Students Programs & Services		
		1020	Print Shop, Receiving		
		1021	Maintenance & Operations/ Facilities Planning		
		1800	Business Services		
		2001-2003	Classrooms		
		2004	Campus Safety		



7. District Schedule

The schedule currently anticipated by the District is shown in the Preliminary Schedule below. Please note that although the timeframes indicated below represent current expectations, they are approximate and subject to change.

Selection of Design Consultant

Issue RFP for G/E Services	2/13/19
Mandatory Project Walk Through	2/19/19 @ 2:00 p.m.
RFI Deadline	2/21/19 by 10:00 a.m.
RFP Responses Due	2/26/19 @ 2:00 p.m.
Review/Evaluate	2/27/19
Board of Trustees Approval	3/14/19
Commence A/E Work	3/28/19

Duration of Design Services (including CA services)

Planning	TBD
Design	TBD
DSA Review and Approval	TBD
Bid and Award	TBD
Construction	TBD
Closeout	TBD

8. SCOPE OF SERVICES

Provide professional Geotechnical/Engineering Services to the District for the Menifee Valley Campus 5000 Seat Stadium and Buildings in accordance with Exhibit D – Consultant Agreement. The Consultant, without limitation to the District's right to require other services not listed herein, shall carry out the responsibilities defined in the scope of services set forth in the Consultant Agreement attached as Exhibit D. Such services shall be performed consistent with the highest standard of care for professionals performing similar scopes of services. The Consultant shall, as a minimum, undertake the following responsibilities reasonably necessary and customarily provided by Geotechnical/Engineering Firms conducting business in the Southern California area to ensure that all of the District goals, standards, policies and procedures are adhered to over the course of the project

9. GENERAL

a. Responsible Charge

All licensed professionals in responsible charge of the work MUST be directly employed by responding Consultant and NOT employed as a sub-consultant.

b. District's Agreement

The Consultant, upon selection, will be required to enter into the District's Services Agreement ("Agreement"), provided as Exhibit D –Services Agreement for reference. Consultant shall be familiar with the District's indemnity clause and insurance requirements and must have the ability to secure insurance coverage and provide Certificated Proof of Insurance in conformance with the Agreement.

c. Compliance with all Applicable Laws

Consultants response must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the Chancellor's Office, and DSA regulations (including the new Inspection Card requirements and PR 13-01), and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultant will do so. The proposal must confirm that the nature of the Work to be completed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

d. Working Conditions

Each Consultant shall be capable of working indoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, and other similar physical activities.

e. Disabled Veteran Business Enterprise Participation Goals

The Mt. San Jacinto Community College District supports a participation goal of at least 3 percent (3%) of overall dollar amount expended each year to Disabled Veteran's Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with previous RFQ document) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provided services as a result of an RFP process.

10. PROPOSAL STATEMENT

a. Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person (s) authorized to represent the institution regarding all matters related to Consultant's proposal. The District will assume all information received from RFQ #2014-109, received October 20, 2014 to be relevant to your firm. If any information has changed, please provide information on the changes that have occurred, for instance, if the Firm's corporate structure or history of any litigation or threatened litigation against the Firm or its owners that may affect the performance or completion of the Project has changed, please include those updates in the cover letter. A person authorized to bind the Firm to all commitments made in Consultant's proposal shall sign this letter.

b. Current Workload and Availability

State Consultant's ability to provide the required Geotechnical/Engineering services in a timely manner, and indicate if those types of services are offered exclusively. Provide a list of current and anticipated commitments that involve any of the personnel (Project Team) that Consultant intends to assign to this project, and define the anticipated start and completion dates of the involvement of those personnel in such other projects.

c. Project Team and Sub-Consultants

Provide identification of Consultant's Project Team (including sub-consultants) and the District's main point of contact utilizing an organization chart. Identify the following key information for each team member: firm name, contact information, discipline, specific expertise, and experience in architectural and/or engineering services, especially as it relates to school sites/facilities and similar project types.

Utilize *Exhibit A – Team Member Resume Form* to provide additional detailed resumes of each team member, all of whom will be part of the designated team, thoroughly knowledgeable, regularly attentive, and fully available to work directly with the District.

Utilize *Exhibit B – Team Member Experience Form* to provide a minimum of five (5) relevant projects completed within the last five (5) years for EACH proposed team member (both for the prime Consultant as well as any sub-consultant). Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty, and which involve the same review and approval processes as those required by the DSA and other agencies having jurisdiction.

Any sub-consultants designated by the Consultant shall be subject to approval by the District in writing prior to performing any work on behalf of the Consultant. The District

has the sole discretion to reject any sub-consultants proposed by the Consultant whether designated by Consultant in its RFP or not. Any replacement sub-consultants shall be subject to the District's prior written approval.

The members of the designated team shall not be charged unless agreed upon by the District. The District has the right to request additional sub-consultants in the future if those listed in this RFP are changed. All licensed professionals in responsible charge of the work MUST be directly employed by Consultant and NOT employed as a sub-consultant.

d. Billing Rates

Consultant shall propose an all-inclusive fixed fee for all the services described in this RFP. Consultant's proposed fee must include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing the required Architectural/Engineering services.

Utilizing *Exhibit C – Billing Rate Form*, provide billing rates for all personnel and/or categories of employees (**including sub-consultants**) as well as any overhead or other special charges. If applicable, Consultant's RFP Response should include estimates for certain standardized components of the Geotechnical/Engineering services process. All rates must include any escalation anticipated by Consultant during the entire duration of the *Service Agreement*. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%. Consultant shall review *Exhibit D –Service Agreement* for acceptable reimbursable items.

e. Services Agreement

Consultant shall review the District's *Service Agreement*, attached as *Exhibit D*, and shall note in its Proposal any suggested language revisions. Suggested language revisions **not** noted in Consultant's Proposal will **not** be considered by the District.

11. SELECTION CRITERIA/EVALUATION PROCESS

a. Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting the Geotechnical/Engineering Design Services Consultant for this Project.

- Timeliness and Completeness: To receive consideration, Consultant's RFP Response must be received by the Response Deadline. In addition, Consultants RFP Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFP.
- Technical Qualification and Competence: This includes Consultant's experience, expertise, and familiarity with providing the Geotechnical/Engineering services required by the RFP, Consultant's knowledge of applicable laws and requirements for public works projects in general and school projects in particular, and Consultant's ability to provide proof of any required and/or certifications for completion of the scope of work, if applicable.
- Record of Past Performance: This includes work quality, completion of work on schedule, adherence to cost controls, and the response of references provided by the Consultant.
- Approach to Work: This includes organization of the project team (including sub-consultants), project management, coordination methodologies, study and analysis approaches, ability to respond to emergencies and delays, and Consultant's ability to communicate effectively with District personnel and offer advice in the best interest of the District.
- Contract Requirements and Cost Control: This includes compliance with contract requirements, cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies regarding the pass-through of Consultant's overhead cost to the District.

b. Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit additional written information. The District reserves the right to extend the Response Deadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or

the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

Exhibit A Team Member Resume Form

Proposed Consultant Name

Title

Firm Name

Proposed Position

Years w Firm

Years w Previous Firms

Years w community
colleges

Availability

Education Specific to Position (School/Year/Degree/Subject):

--

Other Training/Experience w/MSJCCCD, DSA, Community College Chancellors Office, and other State Agencies (or equivalent):

--

Credentials/Certifications/Licenses/Registrations/Accreditations (related to position and years acquired):
Note: Do not list any certifications, licenses, etc. that are expired or not from the State of California.

--

Skills Relevant to the Proposed Project:

--

List of Community College Districts Consultant Has Worked For:

--

Exhibit B

Team Member Experience Form

Provide a minimum of five (5) relevant and similar projects types completed within the last five (5) years. Use multiple sheets as necessary.

Background

Proposed Team Member Name	Title
Firm Name (at time of Project)	

Project Details

Project Name		Client/District			
Project Lead Name Title		Phone		E-Mail	
Address					
DSA Project #	DSA Certified (Yes/No)	Project Scope ⁽¹⁾	School Type ⁽²⁾	Project Start Date	Project Completion Date
Total Cost	# Change Orders	Cost of Change Orders			

Change Order Notes (include description and reason):

--

Team Member Title and Duties for this Project:

--

Project Narrative (firm's role, responsibilities, challenges, how Consultant met Client/District's needs, describe project and responsibilities in detail, demonstration of how this project experience contributes to thorough knowledge of Commissioning requirements for public school buildings in California, and demonstration of how this project experience contributes to familiarity with California building code requirements relating to school sites and buildings):

--

- (1) Project Scope: RE-Renovation/Remodel/Repurpose, ADD-Addition/Expansion, NEW-New Construction, FIX-Repair, PLAN-Planning.
- (2) School Type: ES-Elementary School, MS-Middle School, K8-Kindergarten-8th Grade School, HS-High School, CCD-Community College, HE-Other College, NS-Non-School/Other

Exhibit C

Billing Rate Form

Firm Name _____

Billing Rates

Do rates include travel charges? ☒ Yes

Note, all fees and rates must be inclusive of travel. Travel is not an acceptable reimbursable expense

Job Title	Personnel Name	Hourly Rate

Consultant's proposed ALL INCLUSIVE NOT-TO EXCEED FEE: \$ _____

Estimate of Reimbursable Expenses included in the fee stated above: _____
Estimated Amount

Authorized Signature

CONSULTANT SERVICES AGREEMENT

(GEOTECHNICAL SERVICES)

This AGREEMENT is made and entered into this _____ day of _____ in the year 20____ (“EFFECTIVE DATE”), by and between the Mt. San Jacinto Community College District, hereinafter referred to as the “DISTRICT”, and _____, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with certain engineering and/or surveying matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies;

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT, certain specialized services and/or advice in one or more of the foregoing areas;

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for GEOTECHNICAL ENGINEERING CONSULTING SERVICES FOR THE 5000 SEAT STADIUM AND BUILDINGS AT MENIFEE VALLEY CAMPUS, hereinafter referred to as the “PROJECT”; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional (providing services like the CONSULTANT) practicing in California. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in this AGREEMENT and as set forth in the CONSULTANT’s PROPOSAL which shall be attached hereto and incorporated herein as **EXHIBIT “A”** (the “PROPOSAL”). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT’s PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit

of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

- a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
- b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.
- c. If applicable, CONSULTANT shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. Scope of Services. The PARTIES shall check the box or boxes herein below that detail the basic services that must be provided by the CONSULTANT to complete the PROJECT. If no boxes are checked each and every section of this Article II shall be applicable to the PROJECT and shall be completed by the CONSULTANT. All other basic services that are required by the DISTRICT for the completion of PROJECT shall be set forth in the EXHIBIT "A". CONSULTANT shall perform the following services to complete the PROJECT:

- ☐ Soils Investigation and Report: All sections of this Article II are applicable to the PROJECT except Article II, Section 4 and Article II, Section 5.
- ☐ Soils Investigation and Report, and Construction Services: All sections of this Article II are applicable to the PROJECT except Article II, Section 4.
- ☐ Soils Investigation and Report, Foundation Engineering, and Construction Services: All sections of this Article II are applicable to the PROJECT.

2. DRILLING AND SAMPLING METHODS:

- a. The location and depth of the borings proposed by the CONSULTANT shall be shown on a sketch accompanying the CONSULTANT's PROPOSAL. If

the CONSULTANT finds it necessary to change the location or depth of any of these proposed borings, the DISTRICT shall be notified and a new location or depth shall be agreed upon between the DISTRICT and the CONSULTANT.

b. If unusual conditions are encountered including, but not limited to, unanticipated materials which cannot be penetrated by standard sampling equipment, the CONSULTANT shall immediately consult with the DISTRICT. The CONSULTANT shall take such measures as are required to obtain the necessary information, subject to the DISTRICT's approval.

c. The CONSULTANT shall advise the DISTRICT as to any further exploration and testing required to obtain information that the CONSULTANT requires for a professional interpretation of subsoil conditions at the PROJECT site and shall perform such additional work as authorized by the DISTRICT. The extent of exploration undertaken shall be consistent with that necessary to perform services consistent with the standards of CONSULTANT's profession and that which would be necessary given the size and scope of the PROJECT consistent with the terms of this AGREEMENT. Sampling operations for both disturbed and undisturbed samples shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other procedures, and as necessary to produce the information required for the Report(s).

d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards including, but not limited to, ASTM Standards D1586, D1587 and D2113.

e. Samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings unless otherwise specified on the boring drawing(s). Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (1) boring numbers, (2) sample number, (3) sample depth, (4) blows per increment required to drive sample as per applicable standards, (5) date, (6) PROJECT name, and (7) CONSULTANT's name.

f. Rock cores shall be not less than one and one eighth (1-1/8) inches in diameter, and shall be placed in core boxes properly labeled as indicated above.

g. The samples shall be preserved and field logs prepared by a California Registered Geotechnical Engineer.

h. The CONSULTANT shall notify the DISTRICT before drilling equipment is removed from the site and advise the DISTRICT as to the field description of soil conditions encountered. The CONSULTANT shall perform such additional borings or other exploration as may be authorized by the DISTRICT.

3. FIELD AND LABORATORY REPORTS:

The CONSULTANT shall prepare field and laboratory reports as follows:

- a. All segments of the reports covering the investigations and analyses shall be made on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. If larger drawings are necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the CONSULTANT's letterhead. Each drawing shall carry a title block which contains the PROJECT name and location, the Registered Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the California Registered Professional Engineer who is the responsible checker.
- b. All data required to be recorded according to the American Society for Testing Materials ("ASTM") Standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standard D2488, but the classification for final logs shall be based on the field information, plus results of tests plus further inspection of samples in the laboratory by CONSULTANT.
- c. Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
- d. Identify the ASTM Standards or other recognized standard sampling and test methods utilized.
- e. Provide a plot plan giving dimensioned locations of test borings.
- f. Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artisan head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect Engineering conclusions.
- g. Describe the existing surface conditions and summarize the subsurface conditions.

- h. Provide a profile and/or topographic map of rock or other bearing stratum.
- i. Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences.
- j. Report all laboratory determinations of soil properties.

4. FOUNDATION ENGINEERING EVALUATION AND RECOMMENDATIONS:

The CONSULTANT shall analyze the information developed by investigation or otherwise available to the CONSULTANT, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect on the design and engineering requirements of the PROJECT. Based on such analysis and consultation, the CONSULTANT shall submit a professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following:

- a. Foundation support of the structure and slabs, including soil bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
- b. Anticipation of, and management of, groundwater for design of structures and pavements.
- c. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
- d. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
- e. Pavement design.
- f. Design criteria for temporary excavation and temporary protection such as excavation sheeting, underpinning and temporary dewatering systems.
- g. Stability of slopes.
- h. Seismic activity.
- i. Frost penetration depth and effect.
- j. Analysis of the effect of weather and/or construction equipment on soil during construction.

k. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.

l. Evaluation of depth of material requiring rock excavation methods for removal.

5. CONSTRUCTION SERVICES:

a. The CONSULTANT shall have access to the PROJECT site at all times.

b. The CONSULTANT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of the contractor(s) contracts.

c. The CONSULTANT, as part of its basic services, shall advise the DISTRICT of any observed deficiencies in construction of the PROJECT.

d. The CONSULTANT shall not issue orders to Contractor that might commit the DISTRICT to extra expenses without first obtaining the written approval of the DISTRICT.

e. The CONSULTANT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents, if requested by the DISTRICT.

f. The CONSULTANT shall be responsible for assisting the DISTRICT in gathering information and processing forms required by applicable governing authorities, such as building departments, and DSA, in a timely manner and assist with the proper PROJECT close-out, if necessary.

g. If work requested by the Architect pursuant to this Article involves additional charge, prior written approval of the DISTRICT shall be obtained before proceeding.

h. CONSULTANT shall file all Interim Verified Reports, a Verified Report and any other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the Division of the State Architect ("DSA"). The CONSULTANT shall observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure the CONSULTANT that the Contractor's Work is being completed, in every material respect, in compliance with the DSA approved Construction Documents.

i. The CONSULTANT shall meet with the Architect, Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

j. The CONSULTANT shall prepare Interim Verified Reports (Form DSA 293) and submit such Interim Verified Reports to the DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the Project Inspection Cards issued by the DSA as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

k. Upon the substantial completion of the PROJECT, the CONSULTANT shall prepare and submit to the DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 293, pursuant to Title 24 of the California Code of Regulations. The CONSULTANT shall also submit a signed Verified Report to the DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; or
- (3) The DSA requests a Verified Report.

6. GENERAL REQUIREMENTS:

a. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that the CONSULTANT will follow the standards of CONSULTANT's profession in performing all services under this AGREEMENT.

b. All work shall be performed by qualified personnel under the supervision of a Registered Professional Engineer. All reports shall bear the seal of a Registered Professional Engineer.

c. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the

CONSULTANT and any other party related to the PROJECT, including the DISTRICT, Architect or Contractor, during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a copy of such record to the DISTRICT.

d. **PROTECTION OF PROPERTY:** The CONSULTANT shall contact the DISTRICT and all utility companies in order to obtain information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property when CONSULTANT is performing its services under this AGREEMENT. The CONSULTANT shall reasonably restore the site to the condition existing prior to the CONSULTANT's entry, which restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and plantings. Each boring should be plugged temporarily, pending any additional groundwater readings. At the completion of any groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

e. **REPORTS AND LOGS:** Deliver one copy of Geotechnical Report(s) and logs to the DISTRICT. It is understood that the DISTRICT, or the Architect on the DISTRICT's behalf, may make and distribute copies of the reports and boring logs as necessary in connection with the proposed PROJECT without incurring obligation for additional compensation.

f. **DISPOSITION OF SAMPLES:** After all laboratory tests have been completed, samples shall be retained at the CONSULTANT's office, and remain open to inspection (until the end of recording of a notice of completion at which time the DISTRICT shall be contacted as to disposition of samples).

g. During the term of this AGREEMENT, the CONSULTANT shall coordinate its services with the DISTRICT, Architect, Project Inspector, Contractor, and any other parties necessary to ensure that the requirements applicable to the CONSULTANT related to the DSA's Project Inspection Card (Form 152) procedure and any subsequent revisions or updates thereto issued or required by the DSA, or any other/alternate processes are being met in compliance with the DSA's requirements. The CONSULTANT shall take all action necessary as to not delay progress in meeting any of the DSA's requirements. The CONSULTANT shall meet any applicable requirements set forth in the DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by the DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

h. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5

throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement engineer costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the CONSULTANT. In the event of a termination without cause, the

DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration.

6. The PARTIES understand and agree that Article III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE IV

PLANS, DRAWINGS, REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents (regardless of format or medium) that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT. CONSULTANT may retain a confidential file copy of the PROPERTY with all originals being returned to the DISTRICT. Failure to provide the PROPERTY to the DISTRICT within ten (10) calendar days after the CONSULTANT's receipt of the DISTRICT's written request shall be deemed a material breach of this AGREEMENT.

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the rate and price schedule information set forth in EXHIBIT "A" for performing the basic services set forth in Article I, Article II and EXHIBIT "A" of this AGREEMENT. In no event shall the total payment to CONSULTANT exceed _____ DOLLARS (\$_____) for performing the basic services set forth Article I, Article II and EXHIBIT "A" of this AGREEMENT. Payment under this section includes the cost of the geotechnical observation, engineering and testing services necessary for the PROJECT including the furnishing of all materials, apparatus, labor and any required insurance for exploration procedures, sampling, field and laboratory testing, preparing and submitting boring logs and reports and other geotechnical services as set forth in EXHIBIT "A".
 - b. The CONSULTANT shall invoice all fees and/or costs monthly for the basic services that are provided in accordance with this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress or services performed, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the CONSULTANT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.
 - c. The DISTRICT shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon.

ARTICLE VII

ADDITIONAL CONSULTANT SERVICES

1. The CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control

("Additional Services"). The CONSULTANT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional services shall include

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
- c. If the DISTRICT requests additional shifts to complete the services articulated in Articles I and II where the requests for additional shifts do not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII

REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

- a. Approved reproduction of plans, drawings, specifications, reports and/or other documents.
- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

2. Reimbursable expenses are estimated to be -0- DOLLARS, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IX

MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT; and

b. General Liability: To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

c. Professional Liability: To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the

defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article IX, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may be attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached exhibit shall be void and unenforceable between the DISTRICT and the CONSULTANT. In no event shall the CONSULTANT's liability be limited to the amount of the CONSULTANT's fees for the PROJECT or any other amount.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, authorized to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to

purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings, specifications and reports as may be required to protect the DISTRICT in the amount of its full equity in those drawings, specifications and reports, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as a loss payee.

e. Each policy of insurance required in Article IX, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article IX, Sections 2(a), (b), (c), and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's 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. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as Exhibit "A" shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as Exhibit "A" but such incorporation shall be strictly limited to those parts describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. This AGREEMENT shall be construed as if all PARTIES hereto, and each of them, prepared it and any uncertainty or ambiguity shall not be interpreted to favor one PARTY over any other PARTY.

11. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

12. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

DISTRICT:

MT. SAN JACINTO COMMUNITY
COLLEGE DISTRICT

By: _____

Beth Gomez

Vice President, Business Services

Date: _____

EXHIBIT “A”

(INSERT CONSULTANT PROPOSAL)