

REQUEST FOR PROPOSAL
B22/23-16 DSA Approved Inspector of Record
For
Chabot College Biology Phase 2

INTRODUCTION

The Chabot - Las Positas Community College District is soliciting from interested and qualified Consultants to provide DSA Approved Inspector of Record Services (IOR) during the construction of the Chabot College Biology Phase 2 Project.

The new Biology Facility Phase 2 Building will be developed adjacent to the new Biology Phase 1 building at the west side of the Chabot Campus. The existing Building 2100 will be demolished for the new Biology Phase 2 building. The new Biology Phase 2 project will be the home to a broad array of science programs with laboratories and preparation areas for Microbiology, Geology, and Engineering. There will be meeting rooms, and offices for the Math and Science faculty and adjunct faculty. The building will have open student study spaces that allow for both quiet and dynamic activity. The project is targeted for LEED NC v4.2 Silver Certification. The scope of work includes construction of said structures above, site and building demolition, soil stabilization, site paving, site grading, construction of site elements.

The timeline for construction is estimated to start September of 2023. The project is anticipated to take approximately 600 (600) calendar days from Notice to Proceed.

The DSA Inspector(s) of Record will act as the agent of the Division of State Architects at the project site and report to both the Division of the State Architect and the District's Project Planner/Manager and Construction Management consultant. The IOR will act as the agent of the District at the project site to ensure the project is constructed according to the approved DSA plans and specifications. The District's Project Planner Manager and/or Construction Manager will provide direction to the IOR.

If you are interested and qualified, please submit (2) two bound copies and (1) one unbound copy of your proposal in sealed envelopes clearly marked on the outside **“Proposal B22/23-16 DSA Approved Inspector of Record - Chabot College Biology Phase 2”** to the below address by **Tuesday, July 18, 2023 at 2:00 P.M.**

Attn: Marie Hampton, Purchasing Manager
Chabot-Las Positas Community College
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

Proposal questions must be submitted to Marie Hampton, Manager of Purchasing and Warehouse Services (mhampton@clpccd.org) and copied to Michael McClung, Buyer (mmcclung@clpccd.org) via email before Thursday, July 6, 2023 at 2:00 P.M.

Proposals will be prioritized based upon experience with comparable projects in environments similar to the Chabot College Campus.

Proposal Due Date: Tuesday, July 18, 2023 at 2:00p.m.
Proposal Questions Due: Thursday, July 6, 2023 by 2:00p.m.
Proposal Question Response Issuance: Wednesday, July 12, 2023 by 2:00p.m.
Proposal Interviews (If Needed): TBD.
Notice of Intent to Award: Thursday, July 20, 2023.
Board Approval: Tuesday, August 15, 2023
Anticipated Notice of Contract Award: Wednesday, August 16, 2023
Anticipated Notice to Proceed: Wednesday, August 23, 2023

SCOPE OF CONSULTANT SERVICES

Refer to Attached Exhibit A, Draft Professional Services Agreement, and the Statement of Services, Exhibit B, which will become an exhibit to the Contract.

SUBMITTAL AND SELECTION PROCEDURE

A. SUBMITTAL REQUIREMENTS

Applicants must follow the required Proposal Format. List all proposed deliverable items, required meetings and/or critical milestones project schedule.

B. SELECTION PROCESS

The District shall review the qualifications for the Inspectors of Record Services proposed to determine his/her competency to perform the required inspection. The qualification review shall include a review of resumes with an appraisal of the candidates' education, similar project experience, project successes and may include an interview.

C. PROPOSAL FORMAT

The purpose of this proposal is to demonstrate your firm's ability to provide the required DSA- Inspector of Record Services. A major consideration will be expertise in Public Works Inspection. Consultants are urged to submit concise proposals, appropriate to the scale and duration of the Program and only include items that are relevant to this specific RFP.

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - A. Type of organization, size, professional registration, certifications, and affiliations.
 - B. Outline of recent projects completed that are directly related to the **Chabot College Biology Phase 2 Building**. Consultant is required to demonstrate specific project expertise relating to the requirements of

the Project Description and Scope of Services described in Exhibit A. Include examples of successes in assisting the project team in meeting construction quality, budgets, and on-time schedules.

- C. Names, experience, qualifications and classification of each individual to conduct DSA IOR services.
- D. Provide two (2) client references from the last 5 years, related projects, including the name, address, and phone number of the individual to contact for referral.
- E. Any additional applicable certifications (PE, ACI, ICBO, etc.)
- F. Current and or projected workload and availability.

4. Philosophy and Approach to Inspections

- A. Summary of philosophy and approach.
- B. Identify the specific individual who will interface with the District as single point of contact.

5. Fees, Insurance, and Indemnification

- A. **Fees:** Refer to Attached C, which will become an exhibit to the Contract.

- 1. Propose hourly rates and a monthly rate to perform inspection and related services, as specified under: Scope of Consultant Services, Exhibit A.
- 2. Submit an itemized fee schedule as the basis for extra services
- 3. The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.
- 4. Contractor will provide at no charge a field office, desk and chair, photocopier, internet connection at the jobsite. Consultant will be responsible for providing his/her own vehicle, special equipment, personal computer, printer, clerical support, and any other goods or supplies necessary to perform services as required by this contract.

- B. Insurance & Indemnification:

- 1. Selected individuals or firms will be required to execute the District's Inspection Service Agreement. See Section 5 - **HOLD HARMLESS – LIABILITY AND INSURANCE** of the Draft agreement.

EXHIBIT "A" –
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____, in the City of Dublin, County of Alameda, State of California, by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, (hereinafter referred to as "DISTRICT") and _____ (hereinafter referred to as "CONSULTANT") having its principal place of business at _____

WITNESSETH:

WHEREAS, DISTRICT desires to engage CONSULTANT to perform certain of the professional services, and

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform the services required hereunder professional services for the "DSA Inspector of Record Services (IOR) during the construction of Chabot College Library and Learning Connection Building and,

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. **STATEMENT OF WORK**

CONSULTANT hereby agrees to perform the tasks and services set forth in Exhibit "B", entitled "Statement of Services", attached hereto and made a part hereof, in accordance with the terms and conditions, sequence, time, and manner expressed herein.

II. **COMPENSATION**

For and in consideration of the services performed by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT the sums set forth under Attachment C – Entitled "Fee Form, IOR Services", attached hereto and made a part hereof.

III. **TERMS AND CONDITIONS**

CONSULTANT agrees to be bound by the General Provisions for Professional Services Agreement identified as Exhibit "C", also attached hereto, and made a part hereof.

IV. TERM

The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Consultant's completion of the services set forth herein. The foregoing notwithstanding, the Consultant shall complete the services hereunder in a prompt manner; if the District establishes a schedule for the Consultant's completion of the services under this Agreement or portions thereof, the Consultant's completion of services under this Agreement shall comply with such schedule. The Consultant shall be liable to the District for the consequences of the Consultant's failure to complete the services under this Agreement in a prompt manner or for failure to comply with a District established schedule for completion of the services or portions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first written above.

“DISTRICT”
CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT

“CONSULTANT”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “B”
SCOPE OF CONSULTANT SERVICES

The scope of Consultant Services included in this document is to assist individuals and firms in developing their Proposal. All submittals shall be based on, but not limited to, the services listed below. Upon successful completion of contract negotiations and issuance of a contract Notice to Proceed, the Consultant will be responsible for the following:

- A. General.** The IOR shall act as an agent for the Owner at the project site. Ensure compliance with code, plans, specifications, and quality control required of the **Chabot College Biology Phase 2 Building**.
- B. Relations with the Project Team.** All inconsistencies or suspected / apparent errors in the plans and specifications shall be reported promptly to the Construction Manager and Architect for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies, and appropriate governing bodies during the observation of the work of construction to ensure compliance with the approved drawings and specifications.

Request interpretations and clarifications of the approved contract drawings and specifications when necessary from the Architect via the Construction Manager.

Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response. Provide required reports to the Division of State Architect. Issue correction and stop work notices and notify the Construction Manager and owner in writing if work does not conform to contract documents.

- C. Facilities and Equipment.** General Contractor will provide a field office, desk and chair, photocopier, and internet connection at the jobsite. Consultant will be responsible for providing his/her own vehicle, and special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by this contract.

D. Inspection Duties

1. General

The IOR must possess actual knowledge obtained by his or her personal inspection of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed.

2. Special Inspection

- a. Special Inspection by Inspectors specially approved by the District may be required on all of the following, as applicable:
 - 1. Asphaltic concrete placement
 - 2. Geotechnical / soil compaction
 - 3. High-strength steel bolt installations
 - 4. Welding
 - 5. Electrical and Mechanical work
 - 6. Prefabricated modular buildings
- b. Special Inspections may be performed by the IOR if he/she has been specially approved for such purposes. Where other Special Inspectors are required to comply with DSA and/or CBC requirements,

the IOR shall manage coordination, scheduling, and provide timely reporting of results to the Construction Manager.

- c. The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.
3. **Job File.** The IOR shall keep a current and up to date file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file.
4. **Construction Procedure Records.** The IOR shall keep a record of certain phases of construction procedures including, but not limited to the following:
 - a. Concrete pouring operations. The records shall indicate time, date, and location of placing concrete and the time, date, and location of removal of forms in each portion of the structure.
 - b. Welding operations. The record shall include identification masks of welders, lists of defective welds, manner of correction of defects, etc.
 - c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.
5. **Deviations.** The IOR shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the Construction Manager and/or the District.

Failure on the part of the IOR to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibilities to complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.

6. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing the Contractor's monthly payment request.
7. Submit, **on a daily basis**, an activity report to the Construction Manager, including the following information as it pertains to work inspected:
 1. Activities and areas of work performed by the Contractors
 2. Manpower assigned to each Contractor and Subcontractor
 3. Equipment and materials delivered to the site.
 4. Weather conditions.
 5. Construction equipment and vehicles utilized
 6. Nature and location of the work being performed
 7. Verbal instruction and clarifications of the work given to the Contractor
 8. Inspection by representative of regulatory agencies
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time
 10. List of telephone calls made of a substantial nature, including statements or commitments made during the call
 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activation the pad of the Contractor. Note corrective actions taken.
 12. Provide Daily photos of the project.

8. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erection, all finishes, electrical, mechanical, fire alarm, etc.
9. Attend all meetings as requested in contract documents and requested by the District, such as billing meetings, specification review, coordination, progress, and pre-subcontract.
10. Assist the Construction Manager and District in scheduling all required tests and testing lab visitations required by the Contract Documents. Observe and record dates and times of all test procedures.
11. Provide copies of ALL Contractor Inspection Request's approved to the Construction Manager and maintain list of Inspections and provide at weekly meetings.
12. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery to the job site.
13. Submit to the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specification as originally issued.
14. Assist in review the Contractor's Payment Requests at billing meetings.
15. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager.
16. Assist in the review of Contractor's Submittals and RFI's.
17. At completion of the project, deliver all inspection records and project correspondence to the Construction Manager.
18. Prior to commencement of work, IOR will cooperate with the Construction Manager and the Architect to develop an Inspection Plan for the project.

EXHIBIT "C"
GENERAL PROVISIONS FOR
PROFESSIONAL SERVICES AGREEMENT

1. Responsibility

CONSULTANT shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the CONSULTANT'S obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the consultant's liability to the DISTRICT for losses, costs, expenses or damages sustained by the DISTRICT as a result of such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Agreement by DISTRICT or of any cause of action arising out of the performance of this Agreement, and Subcontractor shall be liable for all damages caused by or arising out of CONSULTANT'S negligent performance of any Services provided or required hereunder.

2. Changes

DISTRICT may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required to performance thereof, or the compensation thereof, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

3. Termination

A. Performance of the work and Services hereunder may be terminated by DISTRICT at any time, in whole or in part:

- (1) Whenever CONSULTANT shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or
- (2) For the convenience of DISTRICT.

B. Termination shall be effected by delivery to CONSULTANT of the Notice of Termination, specifying whether said termination is for default of CONSULTANT or for the convenience of DISTRICT, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT 's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of DISTRICT.

C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date and to the extent specified therein, and deliver to DISTRICT the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed,

would be furnished to DISTRICT. CONSULTANT shall continue performance of such part of the work and Services which are not terminated by the Notice of Termination. CONSULTANT shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to CONSULTANT, incurred prior to the effective date specified in the Notice of Termination, and DISTRICT may agree upon the whole or any part of the amount(s) claimed by CONSULTANT on account of the termination or partial termination.

D. In the event of termination for default, DISTRICT shall be entitled to complete the work and Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and Services is greater than the amount CONSULTANT was to receive as compensation therefore, DISTRICT shall be entitled to recover the difference from CONSULTANT.

4. Confidentiality

CONSULTANT hereby agrees that all information provided by DISTRICT relating to the Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of DISTRICT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

5. Ownership and Reuse of Documents

All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of DISTRICT whether or not the work covered thereby is executed; provided that CONSULTANT may at the CONSULTANT'S cost and expense reproduce such items to retain as a record copy for its files.

6. Relationship

The legal relationship of CONSULTANT to DISTRICT hereunder shall be that of an independent contractor and not that of an agent, employee, or joint venture.

7. Examination of Records

If the Services performed by CONSULTANT hereunder are in support of any government contract or program, or under a cost reimbursable type agreement, or for any authorized additional service or reimbursable expense, Subcontractor shall until the expiration of six (6) years after final payment hereunder, maintain such books and records under generally recognized accounting methods and permit inspection by DISTRICT or any of its authorized representatives.

8. Compliance with Laws

CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but

not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

9. Insurance

Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT'S own cost and expense for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the work or services hereunder by the CONSULTANT, its agents, representatives, employees or subconsultants.

A. Minimum Limits of Insurance.

CONSULTANT shall maintain limits of no less than:

- (1) Commercial General Liability
Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be provided on an "occurrence" basis.
- (2) Comprehensive Automobile Liability Insurance:
One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage. The following coverages shall be included:
 - (a) Owned Automobiles.
 - (b) Hired Automobiles.
 - (c) Non-Owned Automobiles.
- (3) Professional Liability Errors and Omissions Insurance: With a limit of not less than One Million Dollars (\$1,000,000).
- (4) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident.

B. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the insurer shall reduce or eliminate such deductibles (limited to general and automobile liability insurance only) or self-insured retentions with respect to the DISTRICT, its officials and employees, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

C. Other Insurance Provisions

- (1) General Liability and Automobile Liability Coverages Only:
 - (a) The DISTRICT, members of its boards and commissions, officers, and employees are to be covered as insureds as respects: liability arising out

of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; and premises on which CONSULTANT is performing services on behalf of the DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, members of its boards and commissions, officers, and employees.

- (b) The CONSULTANT'S insurance coverage shall be primary insurance as respects the DISTRICT, members of its boards and commissions, officers, and employees. Any insurance or self-insurance maintained by the DISTRICT, its officials, and employees, shall be in excess of Consultant's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, members of its boards and commissions, officers, or employees.
- d) Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverages:

The insurer shall agree to waive all rights of subrogation against the DISTRICT, members of its boards and commissions, officers, and employees for losses arising from work performed by CONSULTANT for the DISTRICT.

(3) All Coverages.

- (a) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage limits except after thirty (30) days prior written notice has been given to the DISTRICT.
- (b) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. The DISTRICT, at its sole option, may terminate this Agreement in accordance with Provision Number 14, Termination. Alternatively, the DISTRICT may purchase such required insurance and may deduct that cost from sums owed to Consultant provided CONSULTANT does not obtain the insurance itself within five (5) days of receipt of the DISTRICT'S notice of intent.
- (c) CONSULTANT agrees to add designated agents of the DISTRICT as additional insured under the above policies as mutually agreed.

D. Acceptability of Insurers.

Insurance is to be placed with insurers rated A: 6 or better by A.M. Best's rating-service.

E. Verification of Coverage.

CONSULTANT shall furnish the DISTRICT with written evidence acceptable to the DISTRICT of insurance and minimum coverage amounts required by this Agreement.

F. Subconsultants.

Prior to authorizing work by a Subconsultant to proceed, CONSULTANT shall provide to the DISTRICT evidence acceptable to the DISTRICT of insurance demonstrating satisfactory compliance by each Subconsultant with the insurance requirements stated herein.

10. Indemnity

A. To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustee, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage to property or: (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of CONSULTANT, its Design Consultants or the employees, agents and representatives of CONSULTANT or any of its Design Consultants in the performance of obligations or services or in providing work product under this Agreement. The foregoing shall include without limitation, attorneys' fees and costs incurred by the District. The provisions hereof shall apply during the period of CONSULTANT'S performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility, or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

11. Remedies.

The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by DISTRICT of any provision hereunder or a breach thereof by DISTRICT shall not be deemed a waiver of future compliance thereof and such provision shall continue in full force and effect.

12. Severability.

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

13. Notices.

All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

DISTRICT: Chabot-Las Positas Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, CA, 94568
Attention: Owen Letcher
Vice Chancellor, Bond Programs and Operations
With CC to Michael Garr
Project Planner/Manager Facilities/Bond Programs

CONSULTANT:

14. Modification.

This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

15. Successors and Assignment.

CONSULTANT binds itself, its successors, assigns, and legal representatives to DISTRICT with respect to all of the covenants of this Agreement and further agrees that it shall not sell, assign, transfer, mortgage, pledge or in any manner encumber its interests in this Agreement or in any proceeds from this Agreement without the prior written consent of DISTRICT. In the event that CONSULTANT violates the foregoing prohibition, or in the event that CONSULTANT without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit agreements, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, DISTRICT shall be entitled, at its sole option:

- A. To require the CONSULTANT'S successor to continue to perform under this Agreement and to continue to satisfactorily fulfill CONSULTANT'S obligations under this Agreement; or
- B. To terminate this Agreement. In such case CONSULTANT shall be responsible for any and all liabilities arising from such termination. In the event that DISTRICT replaces CONSULTANT with another consultant after such termination, CONSULTANT shall be responsible for any and all costs, expenses and liabilities arising from such substitution. In any event, CONSULTANT shall remain liable for any and all work product or services provided by it prior to the termination.

This Agreement and the terms hereof are binding upon and inure to the benefit of the successors and assigns of both the District and the CONSULTANT.

16. Disputes.

- A. Continuation of Consultant Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding

any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective obligations hereunder; including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

- B. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings.
- C. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, provided that the Parties may by mutual agreement modify such Rules or adopt other rules governing the conduct of arbitration proceedings.
- D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.
- E. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the District, CONSULTANT and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- F. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17. Extent of Agreement.
The Agreement and Exhibit A “Statement of Services,” Exhibit B “Compensation and Payment,” and Exhibit C,” General Provisions for Professional Services Agreement,” contain all of the promises, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written, and may only be modified as hereinbefore provided.
18. Governing Laws.
Unless otherwise specified herein, this Agreement shall be governed by the law of the State of California.
19. Professional Registration.
If the CONSULTANT’s Services under this Agreement involve the production of documents or drawings that require signing or sealing by a registered professional, CONSULTANT warrants that it has such qualified person assigned to this Project who is registered in the State(s) of California.
20. Time.
Time is of the essence in the performance and completion of the CONSULTANT’S obligations under the Agreement.

END OF PAGE

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)
_____. I declare, state, and certify to all of the following.
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation, and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 20____.
(City and State)

(Signature) (Handwritten or Typed Name)

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)

The _____ of _____, the party submitting
(Title) (Bidder Name)

the foregoing Bid Proposal (“the Bidder”). In connection with the foregoing Bid Proposal, the undersigned declares, states, and certifies that:

1. The Bid Proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to retain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Name Printed or Typed

(Address)

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

ATTACHMENT C

FEE FORM
IOR Services

RATES	Regular	Overtime	Weekends	Holidays
Class 1 Hourly Rate*				

* Hourly rates include all costs, travel, overhead, insurance and profit.
Rates shall remain in effect for one year and are subject to change base mutual agreement.