Ventura County Community College District

Ventura College
East Parking Lot Renovation and Construction

REQUEST FOR PROPOSAL

Testing and Inspection Services

Proposals due by:
2:00 p.m.
Tuesday, April 20, 2004

Deliver to:

Project Director
The JCM Group
c/o VCCCD, Capital Planning, Design and Construction
333 Skyway Drive
Camarillo, CA 93010
REQUEST FOR PROPOSAL
VENTURA COLLEGE EAST PARKING LOT RENOVATION AND CONSTRUCTION
TESTING AND INSPECTION SERVICES

1.0 PROJECT DESCRIPTION

We will be renovating an existing parking lot at the southeast corner of the Ventura College campus, located at 4667 Telegraph Road, Ventura, CA

This renovated parking lot will be approximately 300,000 square feet (6.9 acres) with 840 stalls.

The parking lot will be asphalt pavement with a typical section of 3” over 5.5”.

There will be 27 light pole bases.

We will also be removing old catch basins and installing new catch basins. Approximately 120 linear feet of new 12” drain line will be installed.

This project is scheduled to start construction on May 24, 2004 and should be completed on July 23, 2004. Grading and earthwork duration should last approximately thirty (30) calendar days. Base and paving installation should last approximately thirty-one (31) calendar days.

2.0 PROJECT REQUIREMENTS

Project requires payment of prevailing wages.

Testing / Inspection firm will be required to provide the following scope of services:

A. Soils Testing
   • Sub grade compaction
   • Confirmation of R value (two tests)
   • Compaction testing of utility trench backfill; i.e., storm drain, electrical conduits, irrigation piping.

B. Aggregate Base Testing
   • Base material compaction
   • Sieve analysis
   • Sand equivalent

C. Asphalt Materials
   • AC mix design review
   • AC placement of pavement
   • AC density testing
D. Concrete Materials
   - Concrete mix design review
   - Concrete compressive strength tests and rebar placement for parking lot light standards (27 standards)

E. On Site Inspection Services
   - Provide continuous on-site inspection four (4) hours per day, every day, except for AC pavement installation.
   - Provide full time site inspection during AC pavement installation. (Estimated duration of AC paving installation is ten (10) working days.)
   - Be present for weekly on site project meetings.

F. Soils Engineer of Record
   - Accept assignment, as may be necessary, as “Soils Engineer of Record” for this project.

3.0 DELIVERABLES

Provide industry standard daily field reports along with supporting laboratory documentation. Daily reports should be bound and provided semi-monthly (two times per month), unless otherwise requested.

4.0 INSURANCE

The Consultant shall provide and maintain insurance coverage for claims under Workers Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Consultant’s proposal shall be in conformance with the District required coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of Insurance evidencing the above coverages shall be made available at the Owner’s request (see Exhibit B – Insurance and Indemnification Attachment for the Standard Consultant Agreement (Exhibit A).

5.0 SERVICES NOT INCLUDED UNDER THIS PROPOSAL

The following services and all other services not specifically listed herein shall be excluded:

1. Geotechnical or materials testing other than items listed in Section 2.0
2. DSA / IOR Certified Inspections
3. Subsurface testing for hazardous or toxic materials
4. Chemical analysis of site soils
5. No concrete testing other than light standards
6.0 **TIME OF PERFORMANCE**

All work shall run concurrent with the construction schedule. Approximate work schedule is two (2) months, and all proposals shall be based on a two (2) month construction schedule.

7.0 **ITEMS TO BE SUPPLIED BY OWNER PRIOR TO CONTRACT EXECUTION**

1. Aerial survey
2. Precise grading plan
3. Project specifications
4. Original geotechnical report for project
5. Contractor’s construction schedule
6. Final construction documents

8.0 **QUALIFICATIONS**

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State to practice Geotechnical Engineering / Civil Engineering, and the document(s) submitted shall bear the engineer’s seal and statement to that effect.

9.0 **RATE SCHEDULE**

The Testing and Inspection firm shall attach a “not to exceed” lump sum fee to their proposal. The cost of the services (including the furnishing of all materials, equipment and computers, labor and any required insurance) shall be based upon this stipulated sum for all services as outlined in this Request for Proposal. Please also attach an hourly rate schedule for labor and a rate schedule showing laboratory costs for specific testing. If adjustments to the scope of work are made by the District, then the added cost will be computed in accordance with the Testing and Inspection firm’s attached rate schedules. (Lump sum fee must be good for 120 days.)

10.0 **NON OBLIGATION**

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm. This request is an information solicitation of proposals only. This proposal is not intended, nor is it to be construed, as a request for formal bids pursuant to any statute, policy or regulation. The District reserves the right to reject any and all proposals or to accept the proposal that, in the judgment of the District, is in its best interest.

*Attachments:*

- Exhibit A – Standard Consultant Agreement
- Exhibit B – Insurance and Indemnification
  - Attachment for the Standard Consultant Agreement
Ventura County Community College District
Ventura College
East Parking Lot Renovation and Construction

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EXHIBIT A
Standard Consultant Agreement
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
STANDARD CONSULTANT AGREEMENT

Project: __________________________________________________________

___Moorpark College    ___Oxnard College    _X_Ventura College    ____ District Service Center

THIS AGREEMENT, made and entered into this _____ day of ____________ 2004_____, by and
between the Ventura County Community College District, hereinafter referred to as ‘DISTRICT’ and
___________________________, hereinafter referred to as ‘CONSULTANT.’

Consultant Information:

Name:________________________________________

Address:_____________________________________

___________________________________________________________________________

Contact Person:_______________________________

Phone:_______________________________________

Fax:_________________________________________

Tax ID or Social Security #:__________________________

Business License #:_____________________________

Corporation _______ Partnership _______ Individual _______

WITNESSETH, the parties do hereby contract and agree as follows:

Scope of Work: The CONSULTANT shall perform, within the time stipulated, the contract as herein
defined, and shall provide all labor and materials to complete in a professional manner all of the work
required in connection with the following:

___________________________________________________________________________

___________________________________________________________________________
Insurance and Indemnification: See “Exhibit B.”

Termination: This agreement may be terminated by either party upon a thirty (30) day written notice to the other party in the event of failure of performance.

Contract Pricing: The DISTRICT shall pay to the CONSULTANT as full consideration for the faithful performance of the contract, the sum of ____________________________ Dollars ($_______) according to the following payment dates or schedule: Monthly progress payments proportional to work completed.

The CONSULTANT shall assume all expense incurred in connection with the performance of this agreement and the DISTRICT shall not be responsible for payment of any other expenses.

Term of Agreement: The term of this agreement shall be completed per CONSULTANT’S schedule (to be provided by Consultant and attached hereto).

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (“DISTRICT”)  

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

___________________________________ (“CONSULTANT”)

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

Required Attachments for this Agreement: W-9 (If one has not been filed with the District within the past year.)
Ventura County Community College District
Ventura College
East Parking Lot Renovation and Construction

Request for Proposal
Testing and Inspection Services

EXHIBIT B
Insurance and Indemnification
Attachment for the
Standard Consultant Agreement
Insurance and Indemnification Attachment

to the

Standard Consultant Agreement

1.0 T&I Consultant Insurance

1.1 Workers Compensation and Employers Liability Insurance
T&I Consultant shall purchase and maintain Workers’ Compensation Insurance covering claims under workers or workmen’s compensation, disability benefit and other similar employee benefit acts as may be liable. T&I Consultant shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee, which arises out of the employee’s employment by the Consultant. The Employer’s Liability Insurance required of the T&I Consultant hereunder may be obtained by the T&I Consultant as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance required to be obtained and maintained by the T&I Consultant hereunder.

1.2 Comprehensive General Liability and Property Insurance
T&I Consultant shall purchase and maintain Comprehensive General Liability and Property Insurance as will protect T&I Consultant from the types of claims set forth below which may arise out of or result from T&I Consultant’s services under this Agreement and for which T&I Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of T&I Consultant’s employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than T&I Consultant’s employee; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by T&I Consultant, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to T&I Consultant’s obligations under this Agreement. District shall be an additional named insured to T&I Consultant’s comprehensive general liability insurance policy.

1.3 Professional Liability Insurance
T&I Consultant will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

1.4 Coverage Amounts
Insurance to be procured and maintained by T&I Consultant hereunder shall be in the coverage amounts set forth in Section 4.0.
1.5 **Policy Endorsements; Evidence of Insurance**
T&I Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage’s under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District. Certificate holder shall be the Ventura County Community College District, and additional insured’s shall be The JCM Group and J. Handel Evans, dba HE Consulting, Inc.

2.0 **District General Liability Insurance**
District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project. District may, at its sole election, provide self-insurance in satisfaction of its obligations hereunder.

3.0 **Indemnity**

3.1 **T&I Consultant Indemnity of District**
To the fullest extent permitted by law, the T&I Consultant shall indemnify, defend and hold harmless the District and its employees, officer, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of T&I Consultant’s employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or 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 T&I Consultant, the Sub-Consultants or the employees, agents or representatives of T&I Consultant or any of the Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorney fees and costs incurred by the District. The provisions of this Article 4.2.1 shall apply during the period of T&I 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.

3.2 **District Indemnity of T&I Consultant**
The District shall indemnify and hold harmless T&I Consultant from: (i) all claims arising out of bodily injury (including death) and physical damage (other than to the project itself and property covered by insurance under Article 4.2 hereof) which arise out of the negligent or willful acts, omissions or other conduct of the District.
4.0 Insurance Coverage Amounts

Coverage amounts and limits for policies of insurance to be obtained and maintained by T&I Consultant pursuant to the conditions of this agreement are:

- **Workers Compensation**
  
  In accordance with applicable law

- **Employers Liability**
  
  $1,000,000

- **Commercial General Liability** – Bodily Insurance or Death/Property Damage
  
  - General Aggregate
    
    $2,000,000
  
  - Products/Completed Operations Aggregate
    
    $2,000,000
  
  - Personal & Advertising Injury
    
    (Each occurrence $1,000,000)
    
    $1,000,000

- **Automobile Liability** – Bodily Injury or Death
  
  - Combined Single Limit
    
    $1,000,000
  
  - Professional Liability
    
    $1,000,000