



Ventura County Community College District

REQUEST FOR QUALIFICATIONS for Enhanced Commissioning Services

RFQ Issued: March 17, 2015

*Responses due by:
3:00 p.m.
Friday, April 17, 2015*

Submittals received after this date/time will not be considered

Deliver to:
Ventura County Community College District
Attn: Leslie J. Dickey, Vice President, Heery International, Inc.
103 Durley Avenue, Camarillo, CA 93010
Ph: 805-384-8152

(Responses must be in writing and will not be accepted via e-mail)

Please direct questions via e-mail to:

Leslie J. Dickey, Vice President, Heery International, Inc. - ldickey@vcccd.edu

Deadline to submit questions is no later than: Tuesday, 12:00 pm (noon) April 7, 2015.

NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that Ventura County Community College District, acting by and through its Governing Board, hereinafter referred to as the DISTRICT, will receive up to, but not later than **3:00 p.m. on April 17, 2015**, sealed responses for the award of the following contract:

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
Request for Qualifications
for
Enhanced Commissioning Services**

Responses shall be received at the location specified below

Deliver to:

Ventura County Community College District
Attn: Leslie J. Dickey, Vice President, Heery International, Inc.
103 Durley Avenue, Camarillo, CA 93010
Ph: 805-384-8152

Each response must conform and be responsive to this Notice and all other documents comprising the pertinent Request for Qualifications documents. Copies of the Request for Qualifications documents are now available at the District's website (<http://www.vcccd.edu/bond-measure-s/rfqs-and-rfps>). The District reserves the right to reject any or all responses, to accept or reject any one or more items of a response, or to waive any irregularities or informalities in the responses or in the process. No response may be withdrawn for a period of sixty (60) days after the due date.

Ventura County Community College District does not discriminate with regard to race, religious creed, marital status, age, color, sex, national origin, mental or physical disability in the award of contracts. Ventura County Community College District encourages responses from minority, small business, disadvantaged business, disabled veteran, and women contractors, consultants and suppliers.

Advertising dates:
March 20, 2015
March 27, 2015

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

- 1.1.1 The Ventura County Community College District (District) is seeking to select a commissioning agent to provide the necessary Title 24 and enhanced commissioning services for the construction and renovation projects at both the Oxnard and Ventura Campuses:

Project Description: Oxnard College Learning Resource Center Seismic Upgrade

Building gross area: First floor - 37,000 sf; Mezzanine - 8,566 sf

General description of work:

- Removal of existing exterior walls at building corners and install Shot Crete shear walls.
- Seismic modification of four columns for Mezzanine to provide lateral support
- Removal of existing ceilings and install lateral support and install new ceiling to meet new code requirements.
- Modification of exiting toilet facilities to meet ADA requirements and install new men and women toilets areas.
- Renovations of existing areas by removal of existing ceilings, partitions and floor covering and creating new classroom, study and office spaces.
- Install new interior glazing for more open lighting.
- Rerouting and re-configuration of fire sprinkler systems to meet new partition wall lay-out
- Re-configuration of all HVAC ducting and maintenance to existing system including upgrade to equipment.
- Removal and replacing of existing ventilating equipment.
- Replacement of two rooftop units
- New electrical switch gear, panels, conduit, conductors and change of existing light in majority of the facility.
- Renovation of Fire alarm system
- Revision of and rerouting of all communications / data systems'
- All new floor coverings to include hard tile, VCT and carpet tile.
- All interior to receive new wall finish coating.
- Existing elevator to receive refurbish of interior of cab.
- Existing roof to be replacing with removal of existing pitch pockets and anchorage of HVAC supply and return line to roof.
- Entrance to building will be upgraded.
- Modification of areas of existing landscaping and hard surface.

Project Description: Ventura College Studio Arts Building Renovation

Building gross area: Renovate 6,854 sf classroom building and yard, add 986 sf of new storage space, demolish 730 sf gallery, and add 1,840 sf new gallery

General description of work:

- Demolition of temporary art gallery structure
- Demolition of interior partition walls

- Saw cutting and demolition of concrete floor for new sewer line
- Demolition of site concrete for new storm drain
- Demolition of old patio roof structure and installation of new structural steel patio cover
- New main electrical panels and distribution
- New HVAC system
- New lighting
- New art gallery, concrete floor, wood frame
- New art storage addition, concrete floor, wood frame
- New patio area concrete slab
- Installation of new kiln
- New plumbing throughout
- New communications and A/V
- New casework throughout

Project Description: Ventura College Campus-wide Lighting

This project is to install a new exterior lighting system throughout the Ventura College campus, including walkways and areas of the parking lots. The new lighting will be installed parallel to the old light poles, and the new system needs to be up and running before the old system is de-energized.

- Install new light poles, bases, conduit and wire, as indicated
- Install new transformer and power link panels, as indicated

Firms must demonstrate the requisite experience and expertise in providing services for similar projects at Community Colleges or Higher Educational facilities.

- 1.1.2 Consultants shall be selected, on the basis of written responses to this Request for Qualifications (RFQ) and an interview.
- 1.1.3 Consultant shall provide all services required by, and in accordance with, each specific project and such other necessary and incidental services that are required to provide professional services for the project(s).

1.2 TYPE OF PROFESSIONAL SERVICES

- 1.2.1 The primary role of the commissioning agent is to develop and coordinate the execution of a commissioning plan and observe and document that performance is in accordance with the owner project requirements and Contract Documents. Systems to be commissioned include HVAC, building controls, lighting, electrical, security, plumbing and other systems as needed. (*Refer to Section 3.1 Minimum Requirements*)

1.3 RFQ ISSUING OFFICE

- 1.3.1 RFQ is issued by the Ventura County Community College District. A copy of this RFQ may be obtained by downloading it from District's website at: <http://www.vcccd.edu/bond-measure-s/rfqs-and-rfps>.
- 1.3.2 **All questions concerning this RFQ shall be submitted in writing** by e-mail to ldickey@vcccd.edu on or before April 7, 2015. Indicate the RFQ title in the subject line. Contact with District shall be made only through e-mail; telephone calls will not be accepted.

Answers to questions will be posted on the District Website.

- 1.3.3 All notices, clarifications, and addenda to this RFQ shall be posted on the District website. District is not responsible for sending individual notification of changes or updates.

It is the sole responsibility of the responding Consultants to remain apprised of changes to this RFQ as shown on the District website.

1.4 SELECTION SCHEDULE

1.4.1 Schedule:

- a. Issue RFQ: March 17, 2015
- b. Deadline for questions: April 7, 2015
- c. RFQ Due Date: April 17, 2015
- d. Interviews (if required): April 27, 2015 (week of)

- 1.4.2 Delivery: Sealed RFQ responses will be accepted no later than 3:00 p.m., April 17, 2015.

Delivery to:

Ventura County Community College District
Attn: Leslie J. Dickey, Vice President, Heery International, Inc.
103 Durley Avenue, Camarillo, CA 93010
Ph: (805) 384-8152

Note: District *will not* accept postmarks or fax responses.
RFQ response must be received at the above address by the deadline indicated

- 1.4.3 RFQ response received after the deadline shall be rejected without review and shall be returned to proposing Consultant unopened via U.S. Mail.

1.5 REJECTION OF RFQ

- 1.5.1 District reserves the right to reject any or all RFQ responses received or to terminate the selection proceedings at any time, if it determines such action is in the best interest of District.

(END OF SECTION)

SECTION 2 - SCOPE OF WORK

2.1 LOCATIONS AND DESCRIPTIONS OF POTENTIAL PROJECTS

2.1.1 The projects for consideration will be the Dental Hygiene and LRC Renovation projects at Oxnard College and the Applied Science and Studio Arts Renovation projects at Ventura College.

2.2 PROJECTED TIMETABLE

2.2.1 Oxnard College Learning Resource Center Seismic Upgrades Renovation
Notice to Proceed date: February 11, 2015
Completion not to exceed 500 calendar days (July 23, 2016).
Ventura College Studio Arts Building Renovation
Notice to Proceed date: February 11, 2015
Completion not to exceed 500 calendar days (July 23, 2016).
Ventura College Campus-wide Lighting
Notice to Proceed date: February 11, 2015
Completion not to exceed 500 calendar days (July 23, 2016).

2.3 DETAILED SCOPE OF WORK

2.3.1 All firms will be required to comply with all applicable codes. The scope of work in complexity and scope of services may include the following:

A. Construction Phase

- Conduct a scoping meeting to review the commissioning process with the commissioning team members. Schedule and coordinate regular commissioning meetings through construction to resolve issues.
- Review contractor equipment submittals to assure compliance with commissioning requirements and detailed start-up procedures.
- Develop an enhanced start-up and initial systems checkout plan with the builders and specialty trade contractors.
Provide pre-functional checklists to be completed by trades during the start-up process.
- Perform site visits to observe component installation and attend job-site meetings as necessary. Witness systems performance testing including, but not limited to: HVAC pipe testing and flushing procedures, ductwork testing and cleaning, and air/water balancing testing during these visits.
- Witness startup of subcontractor equipment.
- Develop specific equipment and system functional performance test procedures to be performed by subcontractors. Document results.
- Maintain a non-compliance log and follow up with general contractor and trades to assure deficiencies are corrected.

B. Close-Out

- Review the Operation and Maintenance documentation for completeness.
- Coordinate an Owner training schedule with the trades. Verify that all training is completed.
- Provide a final commissioning report, which shall include:
 - a. An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
 - b. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - 1) Equipment meeting the equipment specifications,
 - 2) Equipment installation,
 - 3) Functional performance and efficiency,
 - 4) Equipment documentation and design intent, and
 - 5) Operator training. All outstanding non-compliance items shall be specifically listed.
 - c. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 - d. The functional performance and efficiency section for each piece of equipment, shall include a brief description of the verification method used (e.g. manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing.
 - e. Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.
- Develop a Systems and Concepts Manual that consists of the design narrative (design intent, design concept descriptions, design basis and systems description), space and use descriptions, single line drawings and schematics for major systems, control drawings, sequences of control, table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for re-commissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs.

2.4 SCOPE OF BASIC SERVICES

2.4.1 The scope of basic services required by this RFQ shall include the following:

- A. Consultant shall provide all necessary expertise and services to professionally and diligently prosecute the work. Consultant shall:
 - 1. Contract for or employ at Consultant's expense, Sub Consultants or personnel to the extent deemed necessary for the work. District reserves the right to reject the use of any Sub Consultant. Preference is for consultant to have in-house personnel.
 - 2. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of District regarding the work assigned.
 - 3. Attend meetings with District, other professionals employed by District and local and regional agencies, as needed, and directed by District to perform the work.
 - 4. Cooperate with other professionals employed by District.
 - 5. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
 - 6. Be responsible for the professional quality, technical accuracy and the coordination of Consultant's entire work product and provide a professional level of review of all deliverables to assure quality and technical accuracy of all documents furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors in its documents and other services.

2.5 PROJECT AUTHORIZATION

- 2.5.1 District shall authorize Consultant to perform work by issuing to Consultant a project specific project authorization letter. Each project authorization letter will identify the campus and project name(s), the project-specific scope of services, the schedule for providing the services and the required deliverables.
- 2.5.2 Project authorization letters will be primarily based upon fixed fees negotiated for the specific project, including but not limited to, cost of travel and all incidentals necessary to complete the project scope of work. District may, at its discretion, negotiate either hourly fee rates or fixed fees for the described services.

- 2.5.3 Consultant shall submit an estimated cost breakdown based upon the project specific scope which shall include all necessary hours to perform the project specific scope of services, all estimated hours of labor and the corresponding hourly rate, along with any other estimated additional costs for services, including but not limited to, and Sub Consultants, research, travel time, mileage and per diem, etc. Identify any provision (such as temporary office, furniture, phone, etc.) expected from the District for the inspector to adequately perform their scope of work.
- 2.5.4 District will review Consultant's cost and negotiate, as needed. If Consultant's estimated cost is reasonable, District may issue a project authorization letter authorizing the start of work.
- 2.5.5 District, at its discretion, may combine two (2) or more projects to be handled as a single Project assignment. If a Project assignment includes multiple projects, Consultant shall provide a separate invoice for each individual project for which services are provided under the single Task Order.

(END OF SECTION)

SECTION 3 - RESPONDING TO THE RFQ

3.1 MINIMUM REQUIREMENTS

3.1.1 **Request of Qualifications Response.** Consultant's Request of Qualifications Response shall clearly and accurately demonstrate specialized knowledge and experience required for consideration. The RFQ response shall not exceed 10 pages in length and five (5) copies are to be submitted.

3.1.2 A complete RFQ response shall provide the following documents:

A. Cover letter (Letter of Interest) signed by an authorized representative of Consultant which includes Consultant's:

- Legal name
- Address (mailing & street, if different)
- Telephone number
- Fax number
- Federal tax identification number
- Name, title and email address of Consultant's contact person for this RFQ.

B. A written statement of Consultant's qualifications that is responsive to the selection criteria described in 3.2 Selection Criteria. Consultant shall include examples of successful projects within Southern California for similar clients. Consultant shall include a listing of proposed key personnel by name. In the event that the Consultant is selected, Consultant must provide the key personnel put forth. Key personnel required for each project will vary from project to project and the DSA requirements but experience should include Community College projects.

C. Schedule of Rates. Provide a Schedule of Rates for the principal firm (or firms if there is a joint venture or association) and Sub Consultants. The schedule of rates shall consist of a list of project staff by title with hourly billing rates. It shall also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., Sub Consultants' costs, reimbursables).

- D. Advise if your firm has ever been terminated or replaced by another firm during a project. If so, explain in detail and provide results of any litigation/claims on the project.
 - E. Advise if your firm has been party to a lawsuit. If yes, please explain.
 - F. Provide an example of how Consultant personnel proactively enhance the project team.
- 3.1.3 Costs incurred for developing the RFQ response and in anticipation of award of the agreement are entirely the responsibility of Consultant and shall not be charged to District and/or the State of California. All submittals become the property of District upon receipt and will not be returned to Consultant except as described in Paragraph 1.4.3.

3.2 SELECTION CRITERIA

- 3.2.1. The selection criteria to be used by District’s committee members for determining the best-qualified firm to provide professional services for Projects will include the items listed below. Firms shall respond in writing indicating how they believe their experience fulfills the requirements of the criteria listed below.

Maximum Points	Selection Criteria
30	Professional experience of the firm in performing fundamental commissioning and enhanced commissioning services of a similar nature and scope. Community College experience is highly desired. District’s expects that the submitting firm have in-house professional expertise to perform the work
20	Staffing capability and the ability to meet schedules
10	Reliability, continuity, and location of firm in proximity to District (Local participation from Ventura County is strongly desired)
20	Education and experience of key personnel to be assigned
20	Past client satisfaction on commissioned systems
100	TOTAL

3.3 EVALUATION AND SELECTION PROCESS

- 3.3.1 The District Screening and Selection Committee Members will review, evaluate and score each RFQ response based on the above selection criteria.

- 3.3.2 At any time, District may contact a Consultant's previous clients and/or project owners to verify the experience and performance of the prospective Consultant, its key personnel, and its sub-consultants.
- 3.3.3 The District may elect to develop a "Short List" of the most highly ranked submittals. Short Listed firms may be invited for an interview regarding their qualifications and experience. All Consultants will be notified in writing and provided with the names of the firms selected for the "Short List" if one is developed.

(END OF SECTION)

SECTION 4 - ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

- 4.1.1 The selected firm(s) (Consultant) will be notified in writing and be provided information for entering into the Agreement.
Please review "Exhibit 1," - VCCCD Standard Agreement attached. This contract in this sample format will be the format used and is required to execute the contract for this project. Please make certain this is agreeable to you before submitting your proposal.
- 4.1.2 District will attempt to enter into negotiations with the selected Consultant(s) for a satisfactory Agreement and reasonable fee for the services needed.
- 4.1.3 If a satisfactory contractual agreement on services and compensation cannot be reached between District and the selected Consultant(s), District reserves the right to terminate negotiations with the selected Consultant(s) and attempt to reach satisfactory contractual agreement with the remaining qualified Consultant(s).
- 4.1.4 The selected Consultant(s), with which District successfully negotiated, shall be required to execute an "Agreement". The Agreement shall include the agreement terms and conditions of this RFQ. Consultant shall execute the required number of copies of the Agreement documents and return them within seven (7) calendar days, after Consultant has received Agreement documents for signature.

District reserves the right to modify or update the Agreement in the interest of District, in whole or in part, at any time up to the issuance of the Agreement by District. By responding to this RFQ, the prospective Consultant and its key Sub Consultants acknowledge that a) the project team will provide the services required in the Agreement, and b) the project team has no objection to the Standard Agreement.

- 4.1.5 District will determine the services required for each project. As a project becomes available, Consultant shall be notified and provided written instructions for negotiations. Negotiations will follow at which time Consultant will be asked to submit a detailed fee schedule for the project specific work. District will attempt to negotiate a satisfactory and reasonable fee for the services needed.

4.2 INSURANCE REQUIREMENTS

- 4.2.1 Consultant shall be required to furnish evidence of insurance.
Please see attached Exhibit 1 - VCCCD Standard Consultant Agreement, *Exhibit B thereof*, for insurance requirements.

(END OF SECTION)

Exhibit 1
VCCCD Standard Consultant Agreement

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
STANDARD CONSULTANT AGREEMENT**

_____ College _____ *project name* _____
VCCCD Project #19___ / Exhibit B Ref. #__

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, 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: _____
E-Mail _____

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: _____. See Exhibit ‘A’ (Proposal from _____ dated _____) attached hereto.

Insurance and Indemnification: See Exhibit ‘B’ (Insurance and Indemnification)

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 _____ and ___/100 Dollars (\$00.00) according to the following payment dates or schedule: Monthly progress payments proportional to work completed. (Net thirty (30) days after approval of invoice.)

Reimbursable

Expenses: The costs of mobile phones, facsimile or other telephone charges within the 818, 213, 323, 714, 909, 949, 310, 562, 805 and 906 area codes, and travel, mileage and parking within Orange, LA and Ventura Counties shall NOT be considered reimbursable expenses. Reimbursable expenses, included in the above contract amount, shall not to exceed \$500 for costs of a non-capital nature reasonably and necessarily incurred by the **CONSULTANT** to perform the contract including postage, delivery, plans, prints, plotting or photographs. Charges for Reimbursable Expenses shall be actual costs incurred with a maximum 10% markup. Reimbursable Expenses, exceeding \$250.00 will not be paid unless **CONSULTANT** shall have obtained the prior written approval of **DISTRICT**. The **DISTRICT** may direct the cessation of, or alternatives to, items of Reimbursable Expenses, if in the sole determination of the **DISTRICT** such expenses are excessive.

Prevailing Wages. The Consultant/Contractor is advised of the requirements of California Labor Code Section 1770 et seq. which require the payment of prevailing wages where the services or any portion thereof is determined to be a public work as defined therein. The Consultant/Contractor shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of the Consultant/Contractor to comply with California Labor Code Section 1770, et. seq.

Term of Agreement: The term of this agreement shall be completed by _____.

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. Contract price includes all reimbursable expenses.

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: Jamillah Moore, Ed.D.
Title: Chancellor
Date: _____, 20__

 (“CONSULTANT”)

By: _____
Name: _____
Title: _____
Date: _____

Required Attachments for this Agreement: W-9, Invoice (if not already on file within the past year)

VCCCD Standard Consultant Agreement
EXHIBIT A

Proposal

VCCCD Standard Consultant Agreement
EXHIBIT B

Insurance and Indemnification

**Insurance and Indemnification Attachment
for the
Standard Consultant Agreement**

1.0 Consultant Insurance

1.1 Workers Compensation and Employers Liability Insurance

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. 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 Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Consultant hereunder.

1.2 Comprehensive General Liability and Property Insurance

Consultant shall purchase and maintain Comprehensive General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than 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 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 Consultant's obligations under this Agreement. District shall be an additional named insured to Consultant's comprehensive general liability insurance policy.

1.3 Professional Liability Insurance

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 Consultant thereunder shall be in the coverage amounts set forth in Section 4.0.

1.5 Policy Endorsements; Evidence of Insurance

Consultant shall delivery 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 Heery International, Inc. and David Umstot, dba Umstot Project & Facilities Solutions, LLC.

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 Consultant Indemnity of District

To the fullest extent permitted by law and in accordance with the provisions of California Civil Code §2782.8, the Consultant shall indemnify, protect, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of 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, pertaining to, relating to or attributable to, in whole or in part, the negligent, reckless or willful acts, omissions, errors and/or other such conduct of Consultant, the Sub-Consultants or the employees, agents and representatives of 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, reasonable attorneys fees, experts fees and costs, investigation expenses and costs incurred by the District, and any defense afforded pursuant to this paragraph will be provided by counsel acceptable to the District. The provisions of this Article 3.1 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.

3.2 District Indemnity of Consultant

The District shall indemnify and hold harmless 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 1.2 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 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 \$1,000,000
(Each occurrence \$1,000,000)
- Automobile Liability – Bodily Injury or Death
 - Combined Single Limit \$1,000,000
- Professional Liability \$1,000,000