



**Ventura County Community College District**

**REGIONAL FIRE, SHERIFF & POLICE EDUCATION AND  
TRAINING ACADEMY, Project #89106**

**REQUEST FOR PROPOSAL**

**Construction Materials Testing and  
Inspection Services**

*Proposals due by:*  
2:00 p.m.  
Tuesday, October 7, 2008

Deliver to:

Project Director  
Heery International, Inc.  
c/o VCCCD, Capital Planning, Design and Construction  
103 Durley Ave.  
Camarillo, CA 93010  
Tel. 805-654-6442  
Attn: Gary Kuppenbender, PM

**REQUEST FOR PROPOSAL**  
**Regional Fire, Sheriff & Police Education and Training Academy**  
**Project #89106**

**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

**1.0 PROJECT DESCRIPTION**

We will be constructing a new Regional Fire, Sheriff & Police Education and Training Academy, located at the Camarillo Airport Site, Camarillo, CA.

The one new building will be approximately 45,000 square feet.

Plans and Specs will be available for viewing at the Heery Office, 103 Durley Ave., Camarillo, CA 93010, Telephone: (805) 384-8152. [Call \(805\) 797-3205 for an appointment to view.](tel:8057973205)

This project is scheduled to start construction in December 2008 and should be completed in May 2010.

**2.0 PROJECT REQUIREMENTS**

Project requires payment of prevailing wages.

Testing / Inspection firm will be required to have **current DSA lab certifications for construction materials testing** provide the following scope of services per DSA requirements:

- A. Observation During Reinforced Concrete Placement, Casting of Cylinders, and Compression Testing of Cylinders per ICC:
  - Assume 30 visits averaging 5 hrs onsite /visit and 15 visits averaging 3 hrs. onsite/visit.
  - Assume 50 sets of 4 cylinders cast, picked up, and tested
  - Three batch plant inspections
  - Project management/reporting/coordination time.
  - Concrete mix design review/Class II aggregate testing
  
- B. Welding
  - Provide AWS certified inspector (approved by DSA IOR) for shop and field welding
  - Assume 160 hours shop welding (averaging 5 hours per day onsite), 20 hours NDT testing
  - Assume 200 hours field welding and bolting (averaging 5 hours per day onsite), 30 hours NDT testing
  - Project management/reporting/coordination time

- C. Fireproofing
  - Provide fireproofing technician (approved by DSA IOR)
  - Assume 100 hours, averaging 3 hrs per day/onsite
  - Project management/reporting/coordination time

### **3.0 DELIVERABLES**

Provide industry standard daily field reports along with supporting laboratory documentation and document logs as required. Daily reports should be bound and provided bimonthly (two times per month), unless otherwise requested. Develop field reports and non-compliant report Logs in Excel format and keep them updated and submit to Project Manager (two times per month).

### **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. Materials testing other than items listed in Section 2.0.

### **6.0 TIME OF PERFORMANCE**

All work shall run concurrent with the construction schedule. Approximate schedule (of actual construction work) is 18 months, and all proposals should be based on an 18 month construction schedule.

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

1. Architectural plans
2. Structural and MEP plans
3. Project specifications
4. Original geotechnical report for project

## **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 / Inspection firm's attached rate schedules. (Lump sum fee must be good for 120 days.). Indicate minimum personnel site hourly charges.

## **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  
Regional Fire, Sheriff & Police Education and Training Academy  
Project #89106**

**Request for Proposal  
Construction Materials Testing and Inspection Services**

**EXHIBIT A  
Standard Consultant Agreement**

Exhibit A

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

**Project:** \_\_\_\_\_

Moorpark College    Oxnard College    Ventura College    DSC    Camarillo Airport Site

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008\_\_\_\_\_, 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:

Regional Fire, Sheriff & Police Education and Training Academy, Project #89106:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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  
Regional Fire, Sheriff & Police Education and Training Academy  
Project #89106**

**Request for Proposal  
Construction Materials Testing and Inspection Services**

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

Exhibit B

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

## **1.0 Architect/Engineer Insurance**

### 1.1 Workers Compensation and Employers Liability Insurance

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

### 1.2 Comprehensive General Liability and Property Insurance

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

### Professional Liability Insurance

Architect/Engineer 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 Architect/Engineer thereunder shall be in the coverage amounts set forth in Section 4.0.

### 1.5 Policy Endorsements; Evidence of Insurance

Architect/Engineer 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 insureds shall be HEERY International, Inc. 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 Architect/Engineer Indemnity of District

To the fullest extent permitted by law, the Architect/Engineer 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 Architect's/Engineer'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 Architect/Engineer, the Sub-Consultants or the employees, agents or representatives of Architect/Engineer 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 Architect's/Engineer'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 Architect/Engineer

The District shall indemnify and hold harmless Architect/Engineer 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 Architect/Engineer 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

*[End of Document]*