

SAN DIEGO COMMUNITY COLLEGE DISTRICT REQUEST FOR QUALIFICATIONS (RFQ) FOR CONSTRUCTION ACCOUNTING SERVICES AND COST ESTIMATING FOR CONSTRUCTION PROJECTS

Background/Scope of Services

The San Diego Community College District is soliciting written statements of qualifications (SOQ) from professional firms to provide project construction cost, scheduling and estimating services.

These services will be used in the implementation of the projects covered in Proposition S - a \$685 million bond passed by the voters of San Diego on November 5, 2002, and Proposition N - an \$870 million bond passed by the voters of San Diego on November 7, 2006.

The District is planning to award one or more contracts for a period of two years with three additional option years.

Submission Format

The Statement of Qualifications format as specified in this section is required. Failure to include all specified sections in the response to this RFQ may result in the disqualification of the respondent. The SOQ should address the following items succinctly and specifically within the appropriate sections as noted below.

1. Title Page: Firm name, address, telephone, fax and e-mail address. Also, name of point of contact.
2. Table of Contents: Must include a complete and clear listing of headings and page numbers to allow easy location of key information.
3. Executive Summary: Provide a one or two page overview of the entire SOQ describing the highlights of the SOQ.
4. Identification of Respondent:
 - a. Legal name of company; Legal form of company (partnership, corporation, joint venture, etc.).
 - b. Location of Firm: Provide the address of the primary firm, and joint venture firms if applicable. Priority will be given to firms located within San Diego County.
 - c. Number of years individual/firm has been in business: (Identification of Respondent should be limited to one page.)

5. Firm Background/History

Identify ownership of firm and furnish a one-page history, including number of years you have provided similar services for both public and private sector clients.

6. Staff Qualifications

Provide total number of professional staff employed by the firm(s). Provide qualifications and recent experience of the staff to be assigned to the District's program, include resumes and summary of the reasons why the key personnel are qualified to work for the District. Include detailed descriptions of the work experience of each key person as related to similar projects. Please provide names of senior members and length of time with firm.

7. Firms Experience

Describe similar experience your firm has acquired and for what entity where the program amounts were over \$100,000,000.00.

8. References

Provide a minimum of three references including contact person and telephone numbers for a district/owner representative who was involved in the process, for each project.

9. Litigation History

Identify any current litigation within the past five years.

10. Computer Project Management/Scheduling/Accounting Programs

Provide the firm's experience with software for project controls and estimating.

11. Additional Information and Comments

Include any other information that you feel is pertinent but not specifically asked for herein.

12. Signature Page

Indicate that the information provided will be valid for a period of at least six months, apply the signature of the person responsible for the proposal and a statement that said person has the authority to bind the company with this type of proposal.

13. Contract

Included in this RFQ is the Master Consulting Agreement Contract from San Diego Community College District. The Consultant will be expected to execute this contract **without** changes to the verbiage. The San Diego Community College District reserves the right to disqualify a firm for changes to the contract.

Submittal Information

Each Provider is requested to submit **six (6)** printed copies of their proposal on or before **January 10, 2012 at 2:00 p.m.** to:

Cindy Lasley
Contract Specialist
San Diego Community College District
Facilities Management
3375 Camino del Rio South, Suite 310
San Diego, CA 92108

Proposals and supporting documentation received after the hour and date specified above will not be considered.

Proposals shall be submitted on an 8 ½" x 11" paper, single sided with font no less than 10 point. Each submittal shall be no longer than fifty (50) pages in length, including exhibits and a Table of Contents. Exhibits can be larger than 8-1/2" x 11". Each section of the SOQ must be tabbed according to the numbered index system indicated.

Each SOQ must be presented to the District in a bound fashion. No pages of the response shall be loose or inserted in binder pockets as a substitute for being included within the bound portion of the response. Please provide the District with Six (6) copies which are in binders.

Submittals are to be placed in sealed packages with the following information clearly marked on the outside of each package:

- 1) Name of Provider responding
- 2) Title: "Construction Accounting Services/Cost Estimating Proposal"
- 3) Package number (i.e., 1 of __, 2 of __, etc)

Once the District receives the proposals they will remain valid for a period of at least six months.

Evaluation Process/Basis of Selection

Submitted SOQs will be reviewed and ranked by a panel. The District may elect to shortlist firms for interviews or recommend award on the basis of the submitted statements of qualifications. The basis of selection for interview or for the project will be:

- Staff Qualifications
- Construction Project Controls and Estimating Services
- Experience including school facilities and/or public facilities
- Overall Ability to Perform
- References
- Quality Assurance
- Firm Location
- Proposer's overall responsiveness to RFQ

District's Rights

The District has the right to hire more than one firm, delay the selection process, withdraw the RFQ, cancel the project, or proceed with the project without the firm/individual. The District does not guarantee any work on all or any specific projects, except as to work on a project-by-project basis, or as needed. The District is not committed to negotiate a contract with any firm or individual.

The District reserves the right to reject any or all qualification packages without indicating the reason for such rejection. The Proposer's qualification package, and any other supporting materials submitted to the District in response to the request, will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This request does not commit the District to pay any costs in the preparation or presentation of a submittal. The District shall also not be responsible for any costs the firm or individual may incur in the preparation or attendance of the RFQ interview and selection process.

Additional Information

In the event your firm is asked to attend an interview, it is mandatory that the proposed primary project contact and a principal of the firm with the authority to enter into binding contracts with the District attend the interview. Prior to any interviews, an interview format outline will be provided. Electrical power and room darkening will be available in the interview room.

Questions/Clarifications

Questions or clarifications during the RFQ preparation period should be e-mailed to:

Richard Burkhart, Construction Manager rburkhar@sdccd.edu
Cindy Lasley, Contract Specialist clasley@sdccd.edu

The tentative schedule is as follows:

Schedule	
RFQ Release	December 22, 2011
Statement of Qualifications Due	January 10, 2012
Interviews; at District's discretion	Week of January 24, 2012
Board Approval of Contract	February 9, 2012

NONCOLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with bid)

State of California)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that he is _____ of the _____ party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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 corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this _____ day of _____, 2012 at _____, California.

Date: _____

Signature of Bidder

**END OF DOCUMENT
NONCOLLUSION AFFIDAVIT**

**DOCUMENT
MBE/WBE/DVBE/SB/LB PARTICIPATION**

1. Minority Owned Business Enterprise (MBE)/Woman Owned Business Enterprise (WBE)/Disabled Veteran Owned Business Enterprise (DVBE)/Small Business (SB)/Large Business (LB):

1.1. Our firm qualifies as a:

	<u>Certifying Agency</u>	<u>Number</u>
_____ Minority Owned Business	_____	_____
_____ Women Owned Business	_____	_____
_____ Disabled Veteran Owned Business	_____	_____
_____ Small Business	_____	_____
_____ Large Business	N/A	N/A
_____ Decline to State	_____	_____

1.2. Our bid includes the following MBE/WBE/DVBE/SB subcontractors, suppliers, and/or vendors:

Subcontractor, Supplier, or Vendor Name	Trade or Service Provided in Base Bid	MBE/WBE/DVBE/SB Status	Dollar Amount of Sub, Supplier, or Vendor Bid	% of Base Bid

Proper Name of Bidder _____

By _____

Signature of Bidder

**END OF DOCUMENT
MBE/WBE/DVBE/SB/LB PARTICIPATION**

"SAMPLE CONTRACT"
SAN DIEGO COMMUNITY COLLEGE DISTRICT
CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this (FILL IN DATE) day of (FILL IN MONTH), (FILL IN YEAR), at San Diego, County of San Diego, State of California, by and between the SAN DIEGO COMMUNITY COLLEGE DISTRICT, hereinafter called "District", and (FILL IN NAME OF CONSULTANT), a hereinafter called "Consultant."

WITNESSETH:

WHEREAS, Government Code Section 53060 authorizes the District to contract with persons to furnish services and advice to District in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant represents that he/she is specially trained, experienced, and competent to provide such special services and to give the advice called for by this Agreement; and

WHEREAS, District has determined that it does not have on its staff employees qualified to provide such services, and has determined that it has a need to enter into this Agreement with Consultant for the special services and advice described herein;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

Article 1. Employment of Consultant. District hereby contracts with consultant to perform the necessary professional services and advice as hereinafter set forth.

Article 2. Consultant's Services.

(a) Consultant hereby agrees to perform the professional services set forth in Exhibit "A", attached hereto and incorporated herein by reference, to the satisfaction of District, and to the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Consultant Agreement, inconsistent with the provisions of this Consultant Agreement, or expand upon the provisions of this Consultant Agreement, the provisions of this Consultant Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. District and Consultant agree the provisions of Exhibit "A" are intended only to define the scope of the services to be provided by Consultant.

b) Consultant shall keep Richard Burkhart, Construction Manager, fully informed as to the progress of the work and shall submit to District such oral and written reports as District may specify.

Article 3. Time of Performance and Term of Agreement. The services called for under this Agreement shall be provided by Consultant commencing as determined on a project-by-project basis and ending at the District's discretion. It shall be expressly understood by Consultant that time is of the essence of this Agreement and District may terminate this Agreement in the event of unexcused delay in Consultant's performance hereunder.

Article 4. Consideration. District shall issue to Consultant Notices to Proceed (NTP) for work specifying the scope of services to be performed by the Consultant, the schedule for work to be performed and the amount authorized to be expended for each portion of work. Work undertaken by the Consultant or its sub-consultants without written authorization is done at Consultant's risk.

a) District shall determine, at its sole discretion, the method of consideration for each portion of work requested. Methods of consideration will be either lump sum/fixed fee or time and materials with a maximum approved total based on the hourly rates identified in the following paragraph.

If District selects lump sum/fixed fee consideration, Consultant shall prepare a proposal for services which includes the scope of work, the schedule, and the proposed lump sum/fixed fee. If District selects time and materials not to exceed fee consideration, Consultant shall prepare a proposal for services for the portion of work to be done specifying the price for the services up to a maximum not-to-exceed amount. District, at its election, may accept or reject Consultant's proposal(s).

Consultant's proposal(s) shall remain in effect for three (3) months from the date of submission. Once the District accepts such a proposal by a written Notice to Proceed specifying the acceptance of the proposal for that portion of work or the time and materials required, all work outlined within the proposal shall be completed by the Consultant within the schedule identified for no more than the not-to-exceed value stated.

District will make no payments to Consultant that exceed the amount specified in the Notice to Proceed for each portion of work.

b) When Consultant is providing services on an hourly fee basis, Consultant shall be compensated for the performance of its obligations according to the attached fee schedule: See Exhibit "B".

c) When Consultant is providing services under a lump sum/fixed fee consideration, the compensation schedule by phase of work shall be determined jointly by the District and the Consultant and set forth in writing in the NTP. There shall be no other reimbursable costs charged to District unless specifically authorized in the NTP. This includes, but is not limited to printing/reproduction, mileage, photo services, delivery services, phone, postage, food, and lodging.

Article 5. Method of Payment. The District will number each NTP, and this number shall be referenced by the Consultant on the Consultant's invoice(s). If multiple sites are involved, Consultant shall invoice by project. District will require Consultant to invoice using District's invoice format. Invoices must be typed on an original 8-1/2" x 11" sheet of paper and must reference Agreement number listed in the upper right hand corner of this Agreement and the title of the project. Invoice shall include a detailed breakdown of hours spent on each project in increments of 1/2 of an hour if work is being done on an hourly basis. Each task shall have its own description and record of time spent. Consultant may invoice District each month for Consultant's services which are in progress. Such invoiced amounts shall be in direct arithmetic proportion to the amount of work completed by Consultant by the date of the invoice, and as approved by District as evidenced by completed work and compliance with the schedule established by District. Original receipts shall accompany all reimbursable items. The District shall verify that all required services have been performed prior to approving any payment. Payment shall be made within forty-five (45) days from the date-of District's approval of invoice for services and materials.

Article 6. Employee Benefits. Consultant shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

Article 7. Workers' Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and indemnify the District from such claim.

Article 8. Insurance. Consultant agrees to carry the insurance identified in this Article 8. The District may require provision of a copy of the insurance policies in their entirety. Consultant agrees to provide District with certificates of insurance evidencing all coverages and endorsements upon request.

(a) Comprehensive general and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

(b) Professional liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and any deductible or self-insured retention shall not exceed \$50,000. Consultant shall maintain such insurance in force during the performance of this Agreement and for three (3) years after completion of the services under this Agreement. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify, including payment of attorney fees and costs for representation at the District's choice.

Article 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, and upon reasonable notice, **FILL IN CONSULTING COMPANY** shall make available to District, or any of its duly authorized representatives, for examination, audit, excerpt copying or transcribing, all data, records, investigation reports, job files, correspondence, emails, and all other writings as defined under Evidence Code section 250. **FILL IN CONSULTING COMPANY** will permit District to audit and to make audits of all writings, including without limitation, invoices, payroll, progress reports, equipment records, personnel records, field measurements, quantities, prices, and all other data or information related to the Project. All writings, including all pertinent accounting, financial, and project documents, including electronically stored writings, must be kept and maintained for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of performance hereunder, unless District's written permission is given to dispose of same prior to that time.

Article 10. Confidentiality and Use of Information.

(a) Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

(b) Consultant shall advise District of any and all materials used, or recommended for use, by Consultant to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise District and, as a result of the use of any programs or materials developed by Consultant under this Agreement, District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify and defend District against any action or claim brought by the copyright holder.

Article 11. Administration of Agreement. This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For **DISTRICT**: David Umstot, P.E.
Vice Chancellor Facilities Management
Address: San Diego Community College District
Facilities Management Office
3375 Camino del Rio, South, Suite 310
San Diego, CA 92108

For **CONSULTANT:** (FILL IN CONTACT NAME OF CONSULTANT)
(FILL IN TITLE OF CONTACT PERSON)

Consultant: (FILL IN COMPANY NAME OF CONSULTANT)
Address: (FILL IN ADDRESS LINE 1 OF CONSULTANT)
(FILL IN CITY, STATE, ZIP OF CONSULTANT)

Article 12. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

Article 13. Ownership of Work Product. All products of work performed pursuant to this Agreement, including, but not limited to, any documents, photographs or other material prepared or gathered will be the sole property of District.

Article 14. Audit and Inspection of Records. At any time during normal business hours, and as often as DISTRICT may deem necessary, upon reasonable notice, (FILL IN CONSULTANT FIRM NAME) shall make available to DISTRICT, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports, job files, correspondence, emails, and all other writings as defined under Evidence Code Section 250. (FILL IN CONSULTANT FIRM NAME) will permit DISTRICT to audit and to make audits of all writings, including without limitation, invoices, payroll, progress reports, equipment records, personnel records, field measurements, quantities, prices, and all other data or information related to the Project. All writings, including all pertinent accounting, financial, and project documents, including electronically stored writings, must be kept and maintained for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of performance hereunder, unless DISTRICT'S written permission is given to dispose of same prior to that time.

Article 15. Termination for Cause. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of this agreement by Consultant, (b) any act by Consultant exposing District to liability to others for personal injury or property damage, or (c) if Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) days cease and terminate.

In the event of such termination, Consultant shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination, less any payments theretofore made, as determined by District, and the Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Also, at the time of such termination, all finished or unfinished documents, data, studies, drafts, surveys, drawings, maps, reports, and other materials prepared by Consultant shall become the property of District.

Article 16. Termination for Convenience. Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

If the Agreement is terminated as provided in this Section, Consultant shall be entitled to receive compensation for any satisfactory work completed up to the receipt by Consultant of notice of termination, less any payments theretofore made, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by District for the performance of such work.

Also, at the time of such termination, all finished and unfinished documents and other materials described hereinabove shall, at the option of District, become District's sole and exclusive property.

Article 17. Status of Consultant. It is agreed that District is interested only in the results obtained from service hereunder and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by the District, except as to the results of the work. Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any District benefits to which District employees are entitled, including, but not limited to overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

Article 18. Defense and Indemnification.

(a) Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of District, the Consultant shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify the District, its board and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent or wrongful acts, errors or omissions of the Consultant in the performance of the professional services under this Agreement and those of the Consultant's sub-consultants or anyone for whom the Consultant is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

(b) Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, the Consultant shall, to the fullest extent permitted by law, hold harmless, protect, defend and indemnify the District, its board, and each member thereof, its officers, employees, representatives and their successors and assigns, from and against losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses arising out of injury to any person, including death, or damage to property caused, in whole or in part, by or attributable to the performance of Consultant, its employees, representatives, subcontractors, or agents regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder.

(c) General Indemnity Provisions. This indemnity shall survive termination of this Agreement or final payment hereunder and is binding on the successors, heirs or assigns of Consultant. This indemnity is in addition to any other rights or remedies which the District may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may, at its sole discretion, reserve, retain or apply any monies due to the Consultant under this Agreement for the purpose of resolving such claims; provided however, that the District may release such funds if the Consultant provides the District with reasonable assurances of protection of the District's interest. The District shall, in its sole discretion determine whether such assurances are reasonable.

Article 19. Conflict of Interest. Prior to execution of this Agreement, Consultant shall disclose in writing to District any and all compensation, actual or potential, which Consultant may receive in any form from a party other than the District as a result of performance of this Agreement by Consultant. If Consultant becomes aware of the potential for such compensation subsequent to the execution of this Agreement, Consultant shall disclose such compensation within three working days of becoming aware of the potential for such compensation. Prior to or concurrent with making any recommendation of any products or service for purchase by the District, Consultant shall disclose any financial interest that Consultant may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

Article 20. The District retains the right to recommend removal of Consultant's personnel from the project. Upon District recommendation, Consultant will remove the indicated personnel immediately from the project. The District will make a good faith effort to meet with the Consultant's representative to discuss the removal prior to this action. Any decision reached by the District regarding the removed personnel is final.

Article 21. Assignment. No portion of this Agreement or any of the work to be performed hereunder may be assigned by Consultant without the express written consent of District and without such consent all services hereunder are to be performed by Consultant, its officers, agents and employees.

Article 22. Compliance With Applicable Laws. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

Article 23. Permits/Licenses. Consultant and all of Consultant's employees or agents shall secure and maintain in force such licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

Article 24. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment as delineated in the California State Fair Employment and Housing Act, and Section 12940 of the California Government Code.

Article 25. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

Article 26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

Article 27. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

Article 28. Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in San Diego County.

Article 29. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 30. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

DISTRICT

CONSULTANT

David Umstot, P.E.
Vice Chancellor, Facilities Management

_____(Name)

_____(Title)

Date

Date

Exhibit "A"

Scope of Services

Consultant may perform the following Scope Of Services:

Construction Project Controls:

- Quarterly Reports for the \$1.55 Billion Proposition S and N construction program.
- Proposition S & N Expenditures Planned and Actuals.
- Proposition S Bond series drawdown status reports.
- Proposition N Bond series drawdown status reports.
- Propositions S & N forecast for expenditures trends.
- Program cost trending.
- Cost Loaded Schedules.
- Reports as requested.
- Parametric Scheduling.
- Work with Campus Project Managers and District Staff at the four major institutions to validate budget and schedule.

Construction Cost Estimating

- Monitor current economic trends and respond to the San Diego Community College District as requested.
- Build Templates and recast current budgets as requested.
- Site visits and gathering existing detailed budgets.
- Prepare independent estimates.
- Review contractor pricing and validate pricing.
- Cost management services as requested.