
**IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS; RFQ NO. 19-20-01
FOR ELECTRICAL ENGINEERING SERVICES**

**Building 700 Transformer Replacement
and Exterior Lighting Upgrades**

Imperial Community College District (“District”) requests that architectural and engineering services firms (“Respondents”) submit written responses to this RFQ for Electrical Engineering Services.

1. Request for Qualifications.

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is for the District’s selection and retention of a qualified engineering services firm to provide design and related services for two (2) specific Projects: (i) Building 700 Transformer Replacement (“Transformer Project”); and (ii) Exterior Lighting Upgrades (“Lighting Project”). The Transformer Project and the Lighting Project are collectively referenced herein as “the Projects”.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by visiting the District’s website at <https://www.imperial.edu/about/request-for-proposals/>

1.1.3. Architectural/Engineering Firm RFQ Responses. The nature and scope of the design professional services subject to this RFQ are in the nature of electrical engineering services. The District will consider Proposals only if submitted by architectural services or electrical engineering consulting services firms. p M á T

1.6. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.7. Public Records.

engineering consulting services firm to perform the necessary professional services for the programming, schematic design, design development, construction document production, DSA submittal and approval, bidding phase services and construction administration for 2 upcoming upgrades at the Imperial Valley Campus.

Activity	Completion Date
Release of Request for Qualifications	Thursday, July 25, 2019
Last day for clarification requests by respondents	Tuesday, August 06, 2019
Responses to clarifications issued on IVC website	Friday, August 09, 2019
Request for Qualifications Deadline	Thursday, August 15, 2019 2:00 PM

4.2. Submission of RFQ Responses.

4.2.1. Deadline for Submission of RFQ Response.

4.3.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.4.

and methodology to completing tasks necessary to complete the Basic Services set forth in the Engineer Contract. Include a detailed description and discussion of measures the Respondent utilizes for quality assurance and quality control of Design Documents to minimize errors or omissions and to complete construction of the Projects within the District's schedule and budget.

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**QUALIFICATIONS STATEMENT
(RFQ Attachment A)**

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent's RFQ Response will render the RFQ Response non-responsive and rejected.

3. Essential Minimum Qualifications.

settlement is greater than fifty thousand dollars (\$50,000) or any civil action judgment, settlement, or binding arbitration award, or administrative action resulting in a judgment, settlement, or binding arbitration award against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the judgment, settlement, or binding arbitration award is twenty-five thousand dollars (25,000) or greater, as required by California Business & Professions Code §6770(a)(3) and (4)?

Yes

No

Not Applicable, the Respondent is not a Registered Engineer

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; and (vi) judgment, settlement or arbitration award.

4.2. Professional Liability Insurer Engineer Board Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the Engineer Board payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor, as required by California Business & Professions Code §6770.1?

Yes

No

Not Applicable, the Respondent is not a Registered Engineer

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

4.3. Respondent Architect Board Reported Claims. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to the California Architects Board ("Board") any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor(s) as required by California Business & Professions Code §6770.1?

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arbitration award; and (ii) amount paid by the professional liability insurer.

4.5. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with architectural, engineering or design professional services provided by or through Respondent for any public or private work of improvement.

Yes

No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; and (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

4.6. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for architectural, engineering or design professional services in which the Respondent is seeking additional compensation.

Yes

No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

5. Authority. The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. derm Re ab RO

performance of its obligations under the Construction Contract. Engineer's services hereunder shall not be deemed or construed to be Engineer's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

- 1.3. Engineer Independent Contractor Status.** The Engineer is an independent contractor to the District. The express terms hereof set forth the limited extent to which Engineer is authorized to act on behalf of the District in its independent contractor capacity. The Engineer shall be liable for the consequences of Engineer's actions or conduct which exceeds the express limited scope of Engineer's authority to act on behalf of the District as set forth herein.
- 1.4. Engineer Standard of Care.** Engineer shall provide the Basic Services and authorized Additional Services for the Assigned Projects: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Assigned Projects; (iii) the terms of this Agreement and the PAA for each Assigned Project; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Engineer nor its respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Engineer's obligations to the District under this Agreement.
- 1.5. Engineer Representation.** The Engineer shall designate a Project Engineer and/or Job Captain for all Phases of Basic Services for each Assigned Project. Unless approved by the District for an Assigned Project, the Project Engineer or Job Captain designated by the Engineer for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Engineer's Project Engineer and/or Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Engineer's obligations hereunder; and (iv) be authorized to act on behalf of the Engineer in discharge of Engineer's services hereunder. If the Project Engineer or Job Captain designated by the Engineer for an Assigned Project is replaced, the District shall have the right to approve of the replacement Project Engineer or Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Project Engineer and/or Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to construction of the Assigned Project.
- 1.6. Compliance with Regulatory Agencies.** The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Assigned Project, including without limitation, the California Community Colleges Chancellor's Office, California Department of Finance, Division of State Engineer and the California Public Works Board.
- 1.7. Meetings.** The Engineer, as necessary, appropriate or requested by the District, shall attend and partici M

Assigned Project.

- 1.8. Existing Conditions Investigation.** The Engineer shall inspect the Site of each Assigned

correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents without adjustment of the Contract Price are the Engineer for the Assigned Projects.

3. Basic Services; Working Drawings Phase.

3.1. General. The Engineer shall prepare Working Drawings consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and Specifications. Working Drawings shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; and (v) other documents requested by the District relating to the design of the Assigned Projects.

3.2. Working Drawings. As required for the Assigned Projects, Design Documents completed by the Engineer in the Working Drawings phase for the Assigned Projects shall include without limitation the following:

3.2.1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

3.2.2. Design/Details. Development and expansion of the Assigned Projects requirements to establish the scope, relationships, forms, sizes and appearance through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

3.2.3. Structural Design/Documentation. If the scope of the Assigned Projects require structural engineering, development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

3.2.4. Electrical Design/Documentation. Develop electrical design to establish: (i) fixtures, equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment and fixtures; (iv) required chases and clearances; (v) visual impacts; and (vi) energy conservation measures.

3.3. Drawings and Specifications. The Engineer shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Projects with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Working Drawings shall include without limitation: (i) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Projects and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Projects; (ii) typical construction details; (iii) equipment and materials specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional engineering practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contracts for the Assigned Projects and similar matters. The Working Drawings shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams drawn with a computer aided drafting (CAD) program and provided to client including all necessary support files (x-ref, shx, etc) necessary to be fully functioning files. Without limiting the generality of the foregoing component parts of the Drawings shall include:

4.4.3.DSA PR 13-01. The Engineer shall complete pre-construction activities required by DSA PR 13-01 for the Design Professional in Charge for each Assigned Project.

4.4.4. Pre-Construction Meetings. Attend and participate in pre-construction meetings with the District, Project Manager and Contractor.

5. Basic Services; Construction Phase.

5.1. Administration of Construction Contracts. Engineer will provide assistance to the District in administration of the Construction Contracts for the Assigned Projects and construction of the Assigned Projects. The scope of the Engineer's services in administration of the Construction Contracts shall include all activities and responsibilities set forth herein and in the Construction Contracts. The Engineer's administration of the Construction Contracts for the Assigned Projects shall be in conjunction with the services and responsibilities of the Project Inspector and Project Manager. The Engineer shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract for the Assigned Project is due and Final Completion of construction of an Assigned Project is certified by the Engineer and other Project participants including the Project Manager and the Project Inspector for the Assigned Project. The Engineer shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Engineer's authority shall not be restricted, modified or extended without written agreement of the District and the Engineer along with consent by the Contractor and/or Project Manager for the Assigned Project as necessary or appropriate. Engineer shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Assigned Projects.

5.2. Site Observations. The Engineer shall attend week

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constructing any portion of the Assigned Project to exercise or not to exercise such authority.

5.5. DSA.

5.5.1. Project Inspector. The Engineer shall consult with and cooperate with the Project Inspector in discharge of the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Engineer shall: (i) assist in development of solutions to such conditions; and (ii) assist the Project Inspector in oversight of corrective measures.

5.5.2. Materials Tests/Inspections. The Engineer shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate. The Engineer shall review materials test/inspection reports, data and similar materials ("Test Reports") for confirmation of compliance with requirement of the Construction Contract; the Engineer shall advise the District, Project Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

5.5.3. Reports; Communications. The Engineer shall file DSA Reports as required by the Laws. The Engineer shall communicate with DSA regarding the Project on behalf of the District; the Engineer shall keep the District informed of Engineer/DSA communications relating to the Assigned Project.

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5.7. Changes.

5.7.1. Changes Procedures and Processing. In consultation with the District and the Project Manager, the Engineer shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.

5.7.2. Evaluation of Changes; Change Orders. The Engineer shall assist the District and the Project Manager in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Engineer shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

5.7.3. Authority to Direct Minor Changes. The Engineer may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Engineer and copied to the District and the Project Manager for an Assigned Project.

5.8. Interpretations.

5.8.1. Procedures for Handling Contractor's Requests. In conjunction with the District and the Project Manager, the Engineer shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

5.8.2. Engineer's Interpretation. The Engineer shall interpret and decide matters concerning the performance of the District, Project Manager or the Contractor on written request of the District, Project Manager or the Contractor. The Engineer shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Engineer's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

5.8.3. Effect of Engineer's Decisions. The Engineer's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Engineer shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Engineer's discharge of due care. The Engineer's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

5.8.4. Contractor Claims. The Engineer shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Engineer's decisions shall be in accordance with any applicable time limits

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5.10. Limitations Upon Engineer's Construction Phase Services. Engineer's services during the Construction Phase shall not be deemed Engineer's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Engineer shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

6. Basic Services; Post Construction Phase.

6.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Project Inspector and the Project Manager, the Engineer shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Engineer shall determine and certify the date of Substantial Completion of an Assigned Project, or portions thereof.

6.2. Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Inspector, the Project Manager and the Contractor, the Engineer shall note the discovered conditions of the Work requiring correctd n

obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor.

7. Additional Services.

7.1. Additional Services; General. The services described in this Paragraph 8 are not included in the scope of Engineer's Basic Services for the Assigned Projects.

7.2. Additional Services. The Engineer shall not perform any Additional Services without the District's prior written authorization or direction. No compensation is due the Engineer for any Additional Services performed without prior District written authorization or direction. Additional Services include:

7.2.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or

an Assigned Project, the Engineer shall be entitled to rely upon information in concealed or covered conditions, but the Engineer shall independently verify the accuracy and completeness of information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Engineer encounters conditions different than noted in the District provided information, the Engineer shall notify the District, and the Project Manager in writing of such encountered discrepancies.

- 8.2. District Representative.** The District shall designate a representative to act on the District's behalf with respect to the Assigned Projects and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Engineer's services hereunder.
- 8.3. District Consultants.** The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for the Assigned Projects.
- 8.4. Test and Inspections.** The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Assigned Projects as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 8.5. District Notice of Non-Conformity.** The District will give prompt written notice to the Engineer if the District becomes aware of any fault, failure or neglect of Engineer or the services provided by Engineer hereunder; provided that the failure or delay by Di

injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Engineer's obligations under this Agreement. District shall be an additional insured to Engineer's commercial general liability insurance policy.

- 9.4. Professional Liability Insurance.** Engineer will procure and maintain professional liability insurance covering liabilities of the Engineer arising out of the performance of services under this Agreement.
- 9.5. Coverage Limits.** The coverage limits for each policy of insurance to be obtained by the Engineer shall be at least the coverage limits set forth in this Agreement.
- 9.6. Policy Endorsements; Evidence of Insurance.** Engineer shall deliver Certificates of Insurance to th

the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Engineer hereunder if Engineer shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Engineer has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Engineer under any billing invoice rendered by Engineer under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Engineer an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

11. Term; Time.

- 11.1. Term.** The initial term of this Agreement shall commence upon the District and the Engineer each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Trustees ("the Initial Term"). The Term shall expire upon completion of constructing the Assigned Projects and DSA certification of the Assigned Projects.
- 11.2. Time.** All of the Basic Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Engineer in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Engineer, the Engineer's performance and completion of Basic Services shall b

Engineer shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Engineer's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Engineer hereunder for Basic Services or authorized Additional Services.

- 12.2. District's Right to Suspend.** The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Engineer's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Engineer's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Engineer's default or the acts or omissions of Engineer, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Engineer, if any, as a direct result of the suspension and resumption of Assigned Project construction or Engineer's services under a PAA.
- 12.3. District's Termination for Convenience.** The District may, at any time, upon seven (7) days advance written notice to Engineer terminate this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Engineer. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Engineer or such other time as the District and Engineer may mutually agree upon. In such event, the District shall make payment of the Contract Price to Engineer for services provided through the date of termination plus actual costs incurred by Engineer directly attributable to such termination.
- 12.4. Engineer Suspension of Services.** If the District shall fail to make payment of the Contract Price for an Assigned Project when due Engineer hereunder, Engineer may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Engineer shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 12.5. Engineer Obligations Upon Termination.** Upon the District's exercise of the right of termination under Paragraph 12.1 or Paragraph 12.3 of this Agreement, the Engineer shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Engineer shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Engineer under this Agreement. The Engineer shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Engineer may, at its sole cost and expense, make reproductions of the originals delivered to the District.

13. Miscellaneous.

- 13.1. Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Engineer.
- 13.2. Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Engineer and District hereunder.
- 13.3. Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 13.4. Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Engineer hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 13.5. Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Engineer and the District. Neither Engineer nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 13.6. Authority.** The individual(s) executing this Agreement on behalf of Engineer warrant and represent that she/he is authorized to execute this Agreement and bind Engineer to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.

13.7. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Imperial Community College District
Robert Turner, Senior Project Manager
380 East Aten Road
Building 2000
Imperial, CA 92251

If to Engineer:

13.8. Disputes.

13.8.1. Continuation of Engineer Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Engineer for an Assigned Project, notwithstanding any disputes between District and Engineer hereunder or in connection with an Assigned Project, Engineer and District shall each continue to perform their respective obligations hereunder; including the obligation of the Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

13.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS") and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Engineer commencing binding dispute proceedings.

required of the Contractor under the terms of the Construction Contract to complete and Assigned Project.

13.10.8. Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Engineer. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated f onstrCon á i m

limitation paper copies, original or reproducible transparencies, AutoCAD files (or similar computer-aided drafting of design formats, must include all support files for complete functionality of the plans viewed with the native program) and other types of

IN WITNESS WHEREOF, the District and Engineer have executed this Agreement as of the date set forth above.

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

Title: _____

By: _____

Title: _____

**PROJECT ASSIGNMENT AMENDMENT TO
AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES**

This Project Assignment Amendment (“PAA”) is entered by and between Imperial Community College District and _____ (“Engineer”) as of [Click here to enter a date.](#)

Whereas, the District entered into a written Agreement entitled Agreement for Engineering Services (“Agreement”) generally establishing terms and conditions for the Engineer’s design professional services for Projects assigned by the District to the Engineer.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Engineer for completion of design professional services.

NOW THEREFORE, the District and Engineer agree as follows:

1. **Assigned Project Description.** The Assigned Project is described as follows: **Transformer Project.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is _____ Dollars (\$_____).

3. **Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Basic Services Phases
Working Drawings
Bidding
Construction
Post-Construction

4. **Assigned Project Schedule.** The Engineer’s Completion of Basic Services for the Assigned Project shall be in accordance with the following:

Basic Services Phases	Completion Date
Working Drawings	Click here to enter a date.
DSA Permit Issuance	Click here to enter a date.
Bidding	Click here to enter a date.
Construction	Click here to enter a date.
Post-Construction	Click here to enter a date.

5. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project Basic Services is the fixed price lump sum amount of _____ Dollars (\$_____). The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
50% Completed Working Drawings	(15%) _____ Dollars (\$_____)
100% Completed Working Drawings	(53%) _____ Dollars (\$_____)
DSA Permit Issuance	(5%) _____ Dollars (\$_____)
Bidding	(5%) _____ Dollars (\$_____)
Construction	(20%) _____ Dollars (\$_____)
Post-Construction	(2%) _____ Dollars (\$_____)

6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Engineer have executed this PAA as of the date set forth above.

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

Title: _____

By: _____

Title: _____

6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Engineer have executed this PAA as of the date set forth above.

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

Title: _____

By: _____

Title: _____

**PROPOSAL
(RFQ Attachment C)**

Respondent: _____

The above-identified Respondent submits the following Proposal for completing Electrical Engineering and related design professional services for the Transformer Project and Lighting Project.

1. Respondent’s Proposed Project Team.

1.1. Transformer Project.

Project Executive	Name: _____ California licensed Architect California registered Engineer
Project Manager; Job Captain	Name: _____ California licensed Architect California registered Engineer
Design Phase Manager	Name: _____ California licensed Architect California registered Engineer
Construction Phase Manager	Name: _____ California licensed Architect California registered Engineer

1.2. Lighting Project.

Project Executive	Name: _____ California licensed Architect California registered Engineer
Project Manager; Job Captain	Name: _____ California licensed Architect California registered Engineer
Design Phase Manager	Name: _____ California licensed Architect California registered Engineer
Construction Phase Manager	Name: _____ California licensed Architect California registered Engineer

If an hourly rate is proposed, the billings are for:

Round Trip Travel

One Way Travel

Not Applicable, no travel charge proposed for personnel travel time.

Communications.

Phone/Fax Charges: _____

United States Mail Charges: _____

Private Courier/Overnight Service: _____

Other Communications Charges: _____

Production.

CAD/Plotting: _____

Reproduction.

Up to 11"x14" size reproductions: _____

Quarter sheet reproductions: _____

Half-sheet reproductions: _____

Full sheet reproductions: _____

- 5. Additional Services.** Set forth below the proposed hourly billing rates for Additional Services if the District authorizes any Additional Services.

Respondent Personnel Proposed Additional Services Hourly Billing Rates		
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel of the Respondent)

Sub-Consultant Personnel Proposed Additional Services Hourly Billing Rates		
Sub-Consultant Name	Sub-Consultant Personnel Name/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel of any Sub-Consultant to the Respondent)

[CONTINUED NEXT PAGE]

6. Acknowledgment and Confirmation. The Respondent certifies that all proposed personnel are duly registered, licensed and otherwise qualified to complete obligations under the Engineering Services Agreement and the engineering services assigned to such personnel, if the Engineering Services Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Proposal.

By: _____
(Signature of Respondent's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____