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Long Beach City College • Long Beach Community College District

4901 East Carson Street • Long Beach, California 90808

May 28, 2021

## **INTERESTED ENGINEERING FIRMS:**

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-B001  
ENGINEERING SERVICES**

At Long Beach Community College District (LBCC), we celebrate equity, diversity and ensure a positive and inclusive and accessible working and learning environment for all students, faculty, staff, administrators, and the community we serve. LBCC believes diversity and accessibility fosters awareness, promotes mutual understanding and respect, and provides suitable role models for all who benefit from our programs and services.

The Long Beach Community College District (District) is inviting responses from qualified Engineering firms, partnerships, corporations, associations, or professional organizations who show that they embrace these same values and has practices in place to ensure the services provided meet or exceed the District's expectations.

Long Beach Community College District invites statements of qualifications from qualified engineering firms which can provide professional engineering services in any or all of the following categories:

- A. Site/Civil Engineering
- B. Surveying: Topographic / Site Mapping
- C. Surveying: Underground Site Utilities
- D. Structural Engineering / Seismic Assessment
- E. Mechanical Engineering (HVAC, plumbing, fire protection)
- F. Electrical Engineering
- G. Modernization and Retrofit
- H. Infrastructure Design
- I. Energy Efficiency
- J. Geotechnical Assessment
- K. Environmental Assessment

The District will at its discretion choose engineering firms which best meets its needs in each engineering category as a result of this RFQ process. The selected firms will be placed on a pre-approved list for engineering services providers and may be selected for projects to be identified over the next five years.

Responses outlining your qualifications will be accepted by email only. Please email your responses to Robert Rapoza, [brapoza@lbcc.edu](mailto:brapoza@lbcc.edu) and a copy to Blanca Morales, [bmorales@lbcc.edu](mailto:bmorales@lbcc.edu) prior to 4:00 p.m. (local time), **June 30, 2021**. Responses received after this date and time may, at the discretion of the District, be rejected without consideration. Faxed, mailed, and hand delivered responses will not be accepted and deemed non-responsive.

Instructions for preparing your response are contained in the attached RFQ.

Sincerely,



---

Bob Rapoza (May 28, 2021 16:17 PDT)

Robert Rapoza  
Director, Business Support Services

**LONG BEACH COMMUNITY COLLEGE DISTRICT**

**LIBERAL ARTS CAMPUS  
PURCHASING AND CONTRACTS  
BUILDING T, ROOM 2031, MAIL CODE G-4  
4901 E. CARSON STREET  
LONG BEACH, CALIFORNIA 90808**

**REQUEST FOR QUALIFICATIONS**

**(RFQ) NO. 22-B001: ENGINEERING SERVICES**

*Site/Civil Engineering*  
*Surveying: Topographic / Site Mapping*  
*Surveying: Underground Site Utilities*  
*Structural Engineering / Seismic Assessment*  
*Mechanical Engineering (HVAC, plumbing, fire protection)*  
*Electrical Engineering*  
*Modernization and Retrofit*  
*Infrastructure Design*  
*Energy Efficiency*  
*Geotechnical assessment*  
*Environmental assessment*

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## **REQUEST FOR QUALIFICATIONS**

### **ENGINEERING SERVICES**

#### **I. INTRODUCTION AND DISTRICT BACKGROUND**

##### **A. Purpose of RFQ and General Scope of Work**

The purpose of this Request for Qualifications (RFQ) is to solicit proposals from qualified engineering firms that encompass a diverse cultural and educational background as well as have in place a comprehensive successful diversity recruitment program when seeking to hire new staff. Engineering firms interested in providing the Long Beach Community College District with professional mechanical, electrical, and plumbing, and other engineering services outlined in this RFQ for new construction and modernization projects, and site development and planning projects must submit a comprehensive RFQ response as detailed in the document below.

The District will at its discretion choose engineering firms which best meet its needs in each engineering category (civil, structural, plumbing, electrical, etc.), as a result of this RFQ process. The selected firms will be placed on a pre-approved list for engineering services providers and may be selected for projects to be identified in the future. The selected firms will provide the District staff and/or the District's Bond Management Team with engineering services and makes professional engineering recommendations for design and/or construction work that would have minimum disruption to classes, and District operations and business.

It is expected that some engineering design and construction work undertaken by the District will include requirements by the State of California, California Community College's Chancellor's Office, City of Long Beach, and other local State and Federal agencies. Demonstrated educational experience and specific experience with the Division of State Architect (DSA) and the California Building Code (CBC) are mandatory.

The General Scope of Work is set forth in **Exhibit A** of this RFQ. The specific scope of services required by the District will be set forth in future agreements between the District and the Engineering firm.

##### **B. District Background**

Long Beach Community College District, a Hispanic-Serving Institution (HSI) awarded the 2020 Seal of Excelencia, is nationally recognized in higher education and throughout the California Community College system. As a comprehensive college, the District provides quality, affordable educational programs and related student services to those who can benefit from the programs the college offers. Through a collegiate experience and with an open-door admissions policy, the District fosters the development of individual potential and is responsive to the diverse educational needs of the community it serves. The primary purposes of the education program are to prepare students for transfer to baccalaureate-granting institutions, entry into work or career development and to support business and industry in economic development. Long Beach Community College District offers general education and vocational education at the lower division level and those support services needed to promote student success. Long Beach Community College District has a proud history of innovative thinking and strategic teamwork within the community it serves to help ensure that the District and its students achieve their goals. Some of these innovations include:

- The Long Beach College Promise, a groundbreaking partnership with Long Beach Unified School District (K-12), California State University, Long Beach, and the City of Long Beach, has served as a model for “promise” programs throughout the state and the nation. The program offers local high school graduates who immediately enroll in Long Beach Community College District after graduation free tuition for one year.
- Promise Pathways is a Long Beach Community College District student success strategy that benefits College Promise students with registration priority, alternative placement and first-semester success plans.
- Economic and workforce development programs not only provide training for good jobs, but also assist local small business as the Southern California Regional Center for Goldman Sachs 10,000 Small Businesses and the Los Angeles regional Small Business Development Center (SBDC) Network.
- Working with its education partners, the District is also focusing on developing Career Pathway programs to provide a highly-qualified workforce for rapidly developing industries such as advanced manufacturing.

Long Beach Community College District’s programs and services succeed in educating citizens who go on to enrich the quality of life in one of America’s most diverse communities. The District is the proud recipient of a Title V Grant providing funding for its DESTINO program.

In 2019-2020, the District’s student enrollment was 36,475, offered approximately 1,027 courses and 5,999 class sections. The District employs approximately 2,005 full- and part-time faculty and staff.

The District consists of two campuses, the Pacific Coast Campus located at 1305 E. Pacific Coast Highway, Long Beach California, and the Liberal Arts Campus at 4901 E. Carson Street, Long Beach California.

**C. Schedule of Events**

Issuance of Request for Proposal	May 28, 2021
Receipt of Questions from Proposers, on or before	June 10, 2021
Statement of Qualifications (RFQ’s) Submittal	June 30, 2021
Announcement of Selected Firm(s)	Anticipated July - August 2021

**II. GENERAL INSTRUCTIONS**

**A. Proposal Submittal**

The proposer shall submit **an original electronic copy of its proposal by email prior to 4:00 p.m. June 30, 2021** to:

Robert Rapoza, Director, Business Support Services  
[brapoza@lbcc.edu](mailto:brapoza@lbcc.edu)  
 with a copy to Blanca Morales  
[bmorales@lbcc.edu](mailto:bmorales@lbcc.edu)

**Proposals received after 4:00 p.m., June 30, 2021**, may, at the sole discretion of the District, be rejected as non-responsive and returned without review. In order to be considered "on time," a proposal must be date-stamped by the District's server which is the controlling time record for all date-stamped submittals.

The District shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in email service or internet issues experienced by the proposer.

All proposals shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the District.

**B. Pre-Submittal Questions from Proposers**

Firms requesting clarification with specificity to the RFQ contents/requirements must **submit inquiries on or before June 10, 2021**. Submit inquiries to Robert Rapoza, Director, Business Support Services, [brapoza@lbcc.edu](mailto:brapoza@lbcc.edu) with a copy to Blanca Morales, [bmorales@lbcc.edu](mailto:bmorales@lbcc.edu). **Reference RFQ 22-B001 on the subject line.**

**C. RFQ Addenda/Clarifications**

The District reserves the right to, without prior notice, to supplement, amend, and or modify this RFQ. If it becomes necessary for the District to revise any part of this RFQ, or provide clarification or additional information after the proposal documents are released, a written addendum will be posted to the District's website at: <http://www.lbcc.edu/ContractsMgmt/CurrentSolicitations.cfm> The District will not send updates, addenda, or information to individuals prior to the submission deadline of **June 30, 2021**. It shall be the responsibility of the proposers to monitor the website provided above for any and all updates and modifications to this RFQ and deadlines. All addenda issued shall become part of the RFQ.

**D. Pre-Contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFQ; (2) submitting that proposal to the District; (3) negotiating with the District any matter related to this RFQ, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFQ. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

**E. No Commitment to Award**

Issuance of this RFQ and receipt of proposals does not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFQ, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ. Any firm chosen as part of this RFQ to be on the pre-approved

list is not guaranteed it will be chosen to provide engineering services during the 5-year period.

**F. Joint Offers**

Where two or more proposers desire to submit a single proposal in response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**G. Insurance**

Engineering Firms will be required to follow all the guidelines and requirements relating to insurance coverage as found in **Exhibit D**. All insurance and coverage is required to be in force at all times when under contract to the District.

**H. Indemnification**

The Awarding Consultant shall indemnify, pay for the defense of, and hold harmless District and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful misconduct in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement. All Indemnification shall survive this contract.

**I. Exceptions/Deviations**

Any exceptions to or deviations from the requirements set forth in this RFQ must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below.

**III. PROPOSAL FORMAT AND CONTENT**

- a) What is your approach, process and methodology for cost control? Site examples if any of cost control initiatives implemented with Public clients comparable to the District's size and scope.
- b) Describe and provide evidence regarding your firm's malpractice insurance coverage, including amounts of coverage.
- c) Is there now pending any legal action alleging malpractice or violations of law in connection with any partner of the firm or any attorney employed by the firm, or in connection with any matter for the type of services your firm would like to provide for the District? Have there been any settlements or judgments involving such actions within the last five (5) years? Please describe each such settlement or judgment, including the nature of the action and the amount of recovery.



- d) Are there pending legal or disciplinary matters involving such actions against the firm by any state or federal regulatory agency? Please describe. Please include information about any criminal indictments or convictions against the firm or its attorneys where the charges involved an offering of municipal securities anywhere in the United States. Also, include information about any material pending legal action or settlement or judgment involving a claim of fraud, whether civil or criminal.

**A. Proposal Content**

**1. Transmittal Letter/Introduction**

The letter of transmittal shall be addressed to Blanca Morales, **Contract Technician, Purchasing and Contracts**, and must, at a minimum, contain the following:

- a. identify which of the following categories of services your firm is proposing to provide services through this RFQ response:

Site/Civil Engineering  
Surveying: Topographic / Site Mapping  
Surveying: Underground Site Utilities  
Structural Engineering / Seismic Assessment  
Mechanical Engineering (HVAC, plumbing, fire protection)  
Electrical Engineering  
Modernization and Retrofit  
Infrastructure Design  
Energy Efficiency  
Geotechnical Assessment  
Environmental Assessment

- b. briefly state the firm's mission, goals, and objectives;
- c. identification of the offering firm(s), including name, mailing address, E-mail address, and telephone number of each firm;
- d. proposed working relationship among the offering firms (e.g., prime-sub consultant), if applicable;
- e. acknowledgment of receipt of RFQ addenda, if any;
- f. name, title, address, e-mail address, telephone number, and facsimile number of contact person during period of proposal evaluation;
- g. a statement to the effect that the Statement of Qualifications shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for proposals;
- h. identification of any information contained in the proposal which the proposer deems to be, and establishes as, confidential or proprietary

and wishes to be withheld from disclosure to others under the state Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District;

- i. identification of services, if any, requested herein that proposer is not interested, qualified, or capable of providing. It should be noted that services are required on a range of types and sizes of projects. Therefore, firms of varying size and capability may be evaluated and selected for projects that best fit the firm's qualifications; and
- j. signature of a person authorized to bind the offering firm to the terms of the proposal.

**2. Table of Contents**

Immediately following the transmittal letter and introduction, a complete table of contents must be included.

**3. Qualifications, Related Experience, and References**

**Overview:** This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references.

- a. Furnish information about your firm, including: certification that the firm is legally permitted or licensed to conduct business in the State of California for the services offered; indicate if your firm is DIR registered, date of founding/number of years the firm has been in business; legal form (sole proprietorship, partnership, corporation/state of incorporation); number and location of offices; principal lines of business; number of employees; days/hours of operation; and other pertinent data.
- b. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may affect the proposer's ability to perform contractually. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years for your firm and consultants/subcontractors
- c. Describe your experience with public and private educational projects. Describe specific experience with community colleges. Include the scope of projects, description of services performed, and construction costs. Describe your experience with the Division of

State Architect (DSA) and the California Community College's Chancellor's Office.

- d.** Provide a list of business clients, with particular emphasis on community colleges or other educational institutions, to which your firm has provided and/or is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles, telephone numbers, and e-mail addresses of individuals that the District can contact as references for your firm.
- e.** Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)
- f.** Explain the firm's technological capabilities and software to produce deliverables for projects and the ability to provide the District with CAD files.
- g.** Explain the firm's quality control/assurance procedures and conformance with federal/state/local applicable code requirements.
- h.** Explain the firm's communication coordination with all primary personnel and consultants/subcontractors as well as coordination with affected local governmental agencies, including permitting, planning and other functions.
- i.** Explain the firm's approach and methodology to manage projects and, demonstrate the firm's abilities or experience to work with phased projects.
- j.** Explain the firm's management approach; and management and accountability with and amongst team members.
- k.** Demonstrate the firm's ability in developing, managing, coordinating, and maintaining accountability for project plans, specifications, and timelines.
- l.** Provide reference projects within the past five (5) years and provide name of owner, project name, scheduled completion and actual completion, original project budget, and actual cost at completion and explain any variances.
- m.** Provide a statement of care outlining the firm's commitment to the level of care it will commit to providing on all assignments from the District if the firm is awarded a contract. Please identify any methodologies, standards, processes, and commitments you are

able to commit to for continuous process improvement in the services you provide.

- n. Provide a statement confirming your firm has and/or is able to obtain and maintain adequate professional liability, automobile liability, , and general liability insurance coverage as outlined in the sample Standard Agreement, labelled "**Exhibit D**". Please carefully read this sample agreement especially the sections on Insurance and Indemnification. Outline any and all exceptions your firm has with the language found in this Standard Agreement.

#### 4. **Proposed Staffing and Project Organization**

**Overview:** This section should discuss the staff of the proposing firm who would be assigned to work on the District's project.

- a. Identify examples of the key personnel from your firm that would be assigned to the District's project. Include a brief description of their qualifications, job functions, and office locations. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- b. If more than two people could be assigned to the District's project, include a sample organization chart which clearly delineates communication/-reporting relationships among the project staff.

#### 5. **Cost and Hourly Rate**

**Overview:** This section should disclose all charges to be assessed the District for the required services. Please refer to **Exhibit B** for directions on submitting hourly rates per employment classification. These should be quoted as **fully-burdened** (i.e., direct labor + overhead + profit) hourly rates. Also, furnish a schedule of reimbursable fees.

#### 6. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFQ. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

#### 7. **Appendices**

##### a. **Supporting Documents**

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

**b. Additional Information**

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

**c. Affidavits, Certification Forms**

As evidence of conformance to the District's policies, complete and include as an appendix to your proposal the Non-Collusion Affidavit, and Internal Revenue Service Form W-9 contained in **Exhibit D**, of this RFQ. If your firm does not comply with one or more of these policies, declare this and explain the reasons.

**IV. PROPOSAL EVALUATION AND CONTRACT AWARD****A. Evaluation Panel**

An Evaluation Panel consisting of District and Bond Management Team staff will be responsible for reviewing and evaluating the proposals received. The Evaluation Panel will select the successful proposer(s).

In addition to its own staff, the District may utilize the unpaid services of one or more individuals from other agencies in the evaluation of proposals.

**B. Evaluation Criteria**

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the factors specified below. Within each evaluation criterion listed, the sub criteria to be considered are those described in the "Proposal Format and Content" section of this RFQ.

1. Qualifications, Related Experience, and References
2. Proposed Staffing and Project Organization;
3. Hourly rates
4. Miscellaneous - exceptions/deviations, presentation, proposal content, certifications and affidavits, completeness of proposal, adherence to RFQ instructions, and other relevant factors not considered elsewhere.

Upon selection of the most qualified proposers, the District may require at its discretion, the finalists to make an oral presentation to the Evaluation Panel. If such interviews are conducted, the District's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, proposers are advised that award may be made without interviews or further discussion.

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the proposals received. In the event of any such rejection, or in the event a proposer's

offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

**C. Contract Award**

It is the intent of the District to award one or more contracts to firms chosen to be on the District's Pre-Approved Engineer Services list as the result of this RFQ. This will occur as projects are identified beginning **August 1, 2021**. Individual contracts for each assigned project will be developed by the District and signed by the engineering firm chosen. No minimum amount of work is guaranteed.

## **EXHIBIT A**

### **GENERAL SCOPE OF WORK**

**The selected Engineering firm may be required to provide engineering services for any of the following. The specific scope of services will be set forth in the agreement between the District and the Engineering firm.**

- A. Site/Civil Engineering
- B. Surveying: Topographic / Site Mapping
- C. Surveying: Underground Site Utilities
- D. Structural Engineering / Seismic Assessment
- E. Mechanical Engineering (HVAC, plumbing, fire protection)
- F. Electrical Engineering
- G. Modernization and Retrofit
- H. Infrastructure Design
- I. Energy Efficiency
- J. Geotechnical assessment
- K. Environmental assessment

**Typically, the Engineering services to be performed may include but are not limited to the following:**

1. Review the District's Master Plan; District standards, policies, and procedures; and any other pertinent reports, studies, maps, and/or surveys in effect.
2. Field verify existing conditions related to the existing facilities and at the proposed site; field verify the accuracy of any as-built documentation obtained, and utilize this information in the preparation of the engineering documents. Prepare as-built drawings when deemed necessary.
3. The basic design phase services to be provided may include: Schematic Design, Design Development, Construction Documents, Plan Check support, Bid Phase Support, and Construction Administration.
4. Submit design documents to the District, Bond Management Team, Division of the State Architect (DSA) and other government entities and/or utility providers as required for plan checks and approvals.
5. Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District or the Bond Management Team. Make modifications and updates to the work plan as requested by the assigned Project Manager / Construction Manager.
6. The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, local Fire Departments, Los Angeles County Department of Public Works, State of California Building Codes, Americans with Disabilities Act, and others, as required.

7. Attend, prepare, and distribute meeting minutes of all project related meetings held with the District, the Bond Management Team, local, state, and/or federal government agencies, utility providers, user groups, the Master Plan Architect, other designers working on Bond Program projects as requested through bidding, award and construction, and closeout phases of the project. All project related correspondence and documentation such as RFI'S, submittals, meeting minutes, letters, etc. will be tracked by the Engineer from start of design through construction closeout and may require using the web based Procore application for mid to large size projects. Training on Procore will be provided by the Bond Management Team as well as user licenses at no cost to the engineer.
8. Initiate and participate in discussions as well as attend meetings with the District, Bond Management Team, local state, and federal agencies, utility provides, user groups, the Master Plan Architect, other designers working on Bond Program projects as requested through bidding, award and construction, and closeout phases of the project.
9. Assist the District with all work with consultants, including, testing labs, inspectors and regulator agencies.
10. Prepare alternative preliminary layouts, surveying, and estimates of probable cost for alternatives, including engineering details and calculations. Present alternatives and provide recommendations and analyses of the advantages for each alternative.
11. Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
12. Assist the District and/or Bond Management Team in answering bidders' questions, attend pre-bid conferences and job walks, and perform technical design review of plans and specifications, and assist in the preparation of addenda.
13. Attend pre-construction meetings. Monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist the contractor and construction manager with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of show drawings and other submittals, and the review and negotiation of change orders. Prepare as-built drawings.
14. Perform general and technical inspections as requested by the District and/or Bond Management Team. Prepare Conditions Assessment Reports as required.
15. Survey, assess, and document the existing conditions in preparation for design and development, and provide needs assessment reports and recommendations.
16. Gather and provide campus data including building sizes and types, utility history, and as-built drawings; conduct walk-through audits of campus facilities.
17. In regard to structural design and as it relates to feasibility analysis and cost estimates, provide preliminary engineering information related to cost and feasibility of a project prior to preparation of the actual construction drawings. Based on the requirements of specific projects this task may include any or all of the following:
  - Retrieve recorded information and drawings from the appropriate department or agency;
  - Conduct site visits to collect data and verify information;
  - Identify project alternatives (if applicable);



- Perform planning level analysis, including a project cost estimate for feasibility alternative. The project cost estimate will include total cost to complete the project (design and construction).
  - Prepare Technical Memorandum summarizing the findings of the planning level analysis for each project. For each project recommend a specific alternative for implementation, along with justification.
  - Meet with the District, Bond Management Team, and Long Beach City staff and other governmental agencies as needed.
  - Prepare an Executive Summary Report which provides an overview of the conclusions and recommendations for all of the projects that were reviewed.
18. In regard to site analysis and consultation, perform site analysis including parking, traffic, zoning, geotechnical, on-/off-site utility and related utilization studies and participate in and coordinate with the District, Bond Management Team, and Long Beach City staff and other governmental agencies as needed.

**EXHIBIT B**

Proposed Hourly Rates

For each of the categories below that your company is proposing to provide services, please list the job title of each type of employee who would be assigned to projects that can be billed to the District and their hourly rate for all five (5) years of the award period. These rates are to be fully burdened rates.

- A. Site/Civil Engineering
- B. Surveying: Topographic / Site Mapping
- C. Surveying: Underground Site Utilities
- D. Structural Engineering / Seismic Assessment
- E. Mechanical Engineering (HVAC, plumbing, fire protection)
- F. Electrical Engineering
- G. Modernization and Retrofit
- H. Infrastructure Design
- I. Energy Efficiency
- J. Geotechnical assessment
- K. Environmental assessment

This information may be provided on a spreadsheet if it is easier to capture and display.

**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT**

**State of California**

**County of Los Angeles**

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
*Title*

of \_\_\_\_\_  
*Name of Offeror/Bidder*

the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said offeror/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror/bidder or person, to put in a sham offer/bid or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person to fix the proposal price of affiant or any other offeror/bidder, or to fix any overhead, profit, or cost element of said proposal price, or of that of any offeror/bidder or to secure any advantage against the Long Beach Community College District (District) or any person interested in the proposed contract; and that all statements contained in said proposal are true.

In addition, the offeror/bidder further certifies that he/she **(has)/(has not)** (*circle one*), been convicted of found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror/bidder, but may be grounds for administrative suspension or grounds for consideration (by the District) as to whether the District should decline to award a contract to such offeror/bidder on the basis of a lack of responsibility.

\_\_\_\_\_  
*Signature of Offeror/Bidder*

Subscribed and sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
*(Notary Public)*

My Commission Expires \_\_\_\_\_

(SEAL)

## EXHIBIT D

### SAMPLE AGREEMENT FOR ENGINEERING SERVICES

LONG BEACH COMMUNITY COLLEGE DISTRICT  
4901 EAST CARSON STREET  
LONG BEACH, CALIFORNIA 90808

#### AGREEMENT FOR ENGINEER SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Long Beach Community College District, hereinafter referred to as the "DISTRICT", and \_\_\_\_\_, hereinafter referred to as the "ENGINEER".

1. Services To Be Performed By ENGINEER.

(a) ENGINEER agrees to perform those services set forth in Exhibit A attached hereto and incorporated herein by this reference.

(b) ENGINEER may, at ENGINEER's expense, employ such assistants as ENGINEER deems necessary to perform the services required of ENGINEER by this Agreement. DISTRICT will not train, control, direct, or supervise ENGINEER's assistants or employees in the performance of those services.

(c) ENGINEER is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and ENGINEER or any of ENGINEER's agents or employees. ENGINEER assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. ENGINEER and its agents and employees shall neither be entitled to any rights nor privileges of DISTRICT's employees nor shall ENGINEER its agents and employees be considered in any manner DISTRICT employees.

(d) If ENGINEER is a regular employee of a public entity, all services that ENGINEER renders under this Agreement will be performed at times other than ENGINEER's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, DISTRICT agrees to compensate ENGINEER for services rendered under this Agreement in the total amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).

(b) DISTRICT will pay at cost ENGINEER's reimbursable expenses under this Agreement as set forth in Exhibit A/Exhibit B. Supporting documentation for the authorized expenses shall be attached to the invoice when submitted. Total reimbursable expenses are included in the above-stated not to exceed amounts.

(c) For each month of service, the invoice referencing DISTRICT's contract number shall be submitted to the DISTRICT and must include ENGINEER's signature. Payment will be made within forty-five (45) days after receipt of an invoice. Invoices submitted with rates and/or descriptions which differ from this Agreement shall be rejected.

(d) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide ENGINEER with a statement of earnings at the end of each calendar year. ENGINEER is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is from \_\_\_\_\_ 20 \_\_, through \_\_\_\_\_ 20 \_\_, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and ENGINEER may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay ENGINEER any additional consideration unless ENGINEER undertakes additional services, in which instance the consideration shall be increased as DISTRICT and ENGINEER shall agree in writing.

4. Obligations of ENGINEER.

(a) During the term of this Agreement, ENGINEER agrees to diligently prosecute the work specified in Exhibit A to completion. ENGINEER may represent, perform services for, and be employed by such additional clients, persons, or companies as ENGINEER, in ENGINEER's sole discretion, sees fit.

(b) ENGINEER will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) If ENGINEER is provided access to the Long Beach City College Network and Email system, the ENGINEER agrees to abide by the LBCCD Board Policies and Regulations governing computers and e-mail use. These policies and regulations, including Board Policy and Administrative Regulation #6006 are available on the LBCCD website: <http://www.lbcc.edu/policymanual/>. ENGINEER accepts sole responsibility for the content of ENGINEER's e-mails and agrees to follow recommended procedures to safeguard the account. ENGINEER is accountable for the suitability of content and understands that e-mails shall be used for college use only. Failure to abide by these regulations shall constitute a breach of this Agreement.

(d) ENGINEER represents and warrants that ENGINEER and ENGINEER's subcontractor(s) is/are not listed on the Excluded Parties Listing Service.

(e) ENGINEER shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(f) During the term of this Agreement, ENGINEER shall procure, pay for and keep in full force and affect the following types of insurance:

1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$1,000,000 Products/Completed operations annual aggregate, and \$2,000,000 General annual aggregate.

2. Automobile liability insurance is required for any vehicle owned, rented, leased, or used by ENGINEER or ENGINEER's employees and agents in the performance of work under this contract with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.

3. Professional liability insurance (Errors and Omissions) of or equal to \$1,000,000 each claim, and \$3,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of \$5,000 per claim. Claims shall not exclude child abuse molestation.

4. Statutory Workers' Compensation Insurance covering all employees and agents of ENGINEER as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.

5. ENGINEER shall provide Certificates of Insurance, evidencing all insurance required in Paragraph (f) 1 thru 4 is in force, and is executed by an authorized representative of the insurance company. Policies required in Paragraph (f) 1 and 2 shall be endorsed, and certificates shall clearly state that Long Beach Community College District, its Board of Trustees, officers, agents, and employees are additional insured's respecting work performed under this Agreement. All

insurance policies shall be carried with responsible and solvent insurance companies licensed and authorized to do business in the State of California. All insurance policies must be endorsed to give the DISTRICT written notice of cancellation, termination, coverage reduction or any material change and shall provide verification that such insurance does not exclude child abuse molestation claims.

6. Waiver of Subrogation. ENGINEER releases Long Beach Community College District from any claims for damage to any person or property, to fixtures, personal property, improvements, and alterations that are caused by or result from risks insured against under any insurance policies carried by Long Beach Community College District and in force at the time of any such damage. Furthermore, each insurance policy shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

7. Self-insurance, self-retained risk, or any other form of transferred risk financing must be declared in writing to and approved by DISTRICT's Director of Business Support Services.

8. ENGINEER's obligations shall not be limited by the insurance requirements and shall survive expiration of this Agreement.

(g) ENGINEER shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of ENGINEER's negligence, recklessness, or willful misconduct under this Agreement. ENGINEER shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under social security, workers' compensation or income tax laws, or any disability or unemployment laws, or retirement contribution of any sort whatsoever concerning ENGINEER or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with ENGINEER's performance under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

(h) Neither this Agreement nor any duties or obligations under it may be assigned by ENGINEER without the prior written consent of DISTRICT.

(i) ENGINEER agrees that it will not discriminate based on race, creed, national origin, religion, sex, marital status, age, handicap and/or medical condition.

#### 5. Obligations of District

DISTRICT agrees to comply with all reasonable requests by ENGINEER and to provide access to all documents reasonably necessary for the performance of ENGINEER's duties under this Agreement.

#### 6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during its term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should ENGINEER default in the performance of this Agreement or breach any of its provisions DISTRICT may terminate this Agreement by giving written notification to ENGINEER.

(c) If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of ENGINEER'S services hereunder by giving written notification to ENGINEER of its intention to terminate.

(d) The DISTRICT may terminate this Agreement without cause by providing ENGINEER thirty (30) day prior written notice.

(e) In the event DISTRICT terminates this Agreement under paragraphs (b - d) of this Section, ENGINEER shall only be paid for those services rendered to the date of termination.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effectuated either by personal delivery in writing or by mail, certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and ENGINEER. The foregoing addresses may be changed by written notice to the other party as provided herein.

To the ENGINEER:

Name:  
Company:  
Address:

Telephone:                      Email:

To the DISTRICT:

Name:                      Contracts Management Department  
                                 Long Beach Community College District  
Address:                    4901 E. Carson Street  
                                 Long Beach CA 90808

Telephone:                (562) 938-4541    Email                      \_\_\_\_\_@lbcc.edu

With a copy to Requesting Department:

Name:  
Department:                Bond Management Team  
                                 Long Beach Community College District  
Address:                    4901 E. Carson Street  
                                 Long Beach CA 90808

Telephone:                      Email:

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by ENGINEER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of Los Angeles County, California.

(e) Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Los Angeles County, California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of DISTRICT, ENGINEER, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. ENGINEER shall preserve and cause to be preserved such books, records and files for the audit period.

(g) (If applicable) DISTRICT and ENGINEER mutually agree that any written material or any copyrightable work of any nature created by ENGINEER pursuant to this Agreement shall be considered a 'work made for hire' and DISTRICT the 'copyright owner' thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. DISTRICT and ENGINEER further agree that DISTRICT shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, license, sell, transfer, or otherwise use as DISTRICT determines, now and hereafter, all such written material or copyrightable work developed under this Agreement.

(h) Time is of the essence with respect to all provisions of this Agreement.

(i) This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but together shall be deemed one and the same instrument.

(j) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

“DISTRICT”

“ENGINEER”

\_\_\_\_\_

\_\_\_\_\_

Date of Board of Trustee's Approval: \_\_\_\_\_








# RFQ 22-B001 Engineering Services

Final Audit Report

2021-05-28

Created:	2021-05-28
By:	Blanca Morales (bmorales@lbcc.edu)
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