



**KERN COMMUNITY COLLEGE DISTRICT  
2100 CHESTER AVENUE, FACILITIES DEPARTMENT  
BAKERSFIELD, CALIFORNIA 93301**

**RFQ 2025-1**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**CIVIL ENGINEERING SERVICES**

**FOR THE**

**KERN COMMUNITY COLLEGE DISTRICT  
BAKERSFIELD COLLEGE CENTER FOR STUDENT SUCCESS PROJECT**

**Issue Date: December 9, 2025**

**Response Due Date/Time: December 19, 2025, 12:00 p.m.**

## I. GENERAL

The Kern Community College District (“Owner”) is issuing this “Request for Qualifications” (“RFQ”) from firms interested in providing services in Civil Engineering (“Engineer”) for the Bakersfield College Center for Student Success project(s) in accordance with its Capital Outlay Planning, that are not under construction as of the issuing date of this RFQ “Project”. Owner intends to select an Engineer and award an **Independent Consultant Agreement** to the respective firm that the Owner identifies as best meeting its needs for the Project. Services for the Project, in whole or in part, will be assigned by Owner at that time and will be rendered in accordance with the terms and conditions of the Independent Consultant Agreement for Engineering Services, a sample of which is attached hereto with its attachments as **Attachment “A”**, and made a part hereof. By process of this RFQ, Owner will assess the qualifications and abilities of the firms submitting qualifications to meet Owner’s needs for the Project, as well as the hourly rates for services.

## II. PROJECT INFORMATION

A. Project Description: The building slated to become the new Center for Student Success is the original Library, constructed around 1956, as such it is one of the older structures on the campus. This 59,500 square foot building has been re-purposed several times over its lifetime and has seen several interior reconfigurations and renovations. The program requirement for CSS is 48,000 gsf and includes Academic Support, Career Services and Student Employment, Disabled Student Programs and Services, (DSPS), Extended Opportunity Programs & Services (EOP&S), California Student Opportunity and Access Program (Cal-SOAP), Advising & Counseling, Academic Development, and International Programs.

B. Governing Code: The governing code is the current edition of the “California Building Code” California Code of Regulations, (Title 24).

C. Project Timing: This requested engineering work is to be completed, and plan checked on or before a date to be determined by Owner, Architect, and Engineer.

## PROJECT DESCRIPTION / SCOPE OF SERVICES

Services to be rendered by Engineer to Owner will be specifically assigned by Owner pursuant to an executed Independent Consultant Agreement, a sample of which is attached hereto as **Attachment “A”** and according to Owner’s best interest and applicable Owner’s policies and procedures utilizing the applicable Engineer’s specialization and qualifications, in Owner’s sole discretion. Moreover, Engineer may be assigned any portion, or all of one, or more of the Project, in Owner’s sole discretion, at any time during the Term. Notwithstanding the foregoing, nothing contained herein obligates Owner to assign any project or service to Engineer. Owner’s Project and scope of services may include, without limitation:

- a. Conducting full field investigations of Owner’s sites and facilities, as need arises.
- b. Reporting all deficiencies as it relates to the engineering service systems including, but not limited to, building codes, fire and life safety, site utilities, and energy saving opportunities.

- c. Providing a complete and detailed field survey and verification, and a written report to Owner on the existing conditions of its engineering-related systems including current conditions of the systems, identifying critical areas within each system (if any), and identifying if any of the systems require both upgrades to meet current codes, and/or if the systems are deteriorated, and provide recommendations for repair, replacement or upgrade to meet certain codes, or operational needs of Owner, if any;
- d. Coordinating closely with members of the Owner's staff (Construction and Facilities Planning and M&O Departments).
- e. Providing engineering services for Owner's Project(s) that might include and/or relate to any of the following:
- Soils testing and reporting
  - Geologic hazard testing and reporting
  - Site surveys
  - Preparation of topographical maps
  - Underground utility surveys prior to construction
  - Other engineer-related system analysis, reporting and/or performance.
- f. Providing experience in landscape design for public plazas adjacent to large institutional or commercial buildings. The firm should offer a full range of technical services to be performed by key staff with experience including construction document production and construction administration services for landscape projects.

#### **IV RFQ SUBMITTAL CONTENT REQUIREMENTS**

In order to evaluate the prospective firms' qualifications, submittals are requested to be prepared in the outline format. Brevity and clarity in all presentations are requested. For ease in review and to facilitate evaluation, the proposals submitted for this RFQ should be organized and presented in the order requested as follows:

- A. Cover Page: Indicate the name of the firm and RFQ title.
- B. Cover Letter of Interest: Provide a cover letter signed by the firm's principal that includes the firm's understanding of the work to be accomplished, and a brief general statement confirming the firm's ability to complete the Project.
- C. Organizational Information: Provide specific identification and organization information concerning the firm in this section. If two or more firms are involved in a joint venture in response to this RFQ, information concerning the working relationship between the firms, i.e., prime contractor/subcontractors, must be provided.

D. Qualifications and Experience: Submit with this RFQ full and complete responses to the Qualifications Questionnaire attached as **Attachment “B”** which includes, without limitation, the composition of the team proposed to accomplish the Project.

E. Project Approach: Provide a description of the methodology developed to perform all potentially required services, which will be used as a guideline to set time schedules on assigned Project.

F. Fee Proposal: Provide hourly rates for Engineer and any proposed sub consultants.

G. Insurance Requirements: The Engineer selected shall furnish to Owner, prior to the commencement of work, an underwriter’s certificate of insurance reflecting not less than the following limits:

1. Workers’ Compensation as required by law.
2. \$2 Million per occurrence for Comprehensive General Liability.
3. \$2 Million per occurrence for Automobile Liability; and
4. \$2 Million per occurrence for Errors and Omissions insurance.

All insurance shall be issued by a company or companies listed in the current “A.M. Best Company’s Key Rating Guide” publication with a minimum of an A-, V rating. Owner, its officers, agents and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by Owner.

## **V RFQ SUBMITTAL PROCESS**

A. Requests for debriefings will not be considered.

B. Owner will not provide submittal information by either FAX or overnight-type mail service.

C. Qualifications shall be received by Owner, through Electronic Mail, on or before the date and time stated on the face sheet of this RFQ. No oral, telephonic, U.S. Mail or facsimile proposals will be considered.

D. The submission of a proposal shall be an indication that the proposer has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of Owner.

E. Addenda issued by Owner interpreting or changing any of the items in this RFQ, including all modifications of it, shall be responded to and incorporated in the proposal.

F. All submittals received by Owner will be considered a “Public Record” as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the proposer designates trade secrets or other proprietary material to be confidential. Any documentation which the proposer believes to be a trade secret must be provided to Owner

in a separate envelope or binder and must be clearly marked as a trade secret. Owner will endeavor to restrict distribution of materials and analysis of the proposals. Proposers are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and Owner shall in no way be liable or responsible for any such disclosure. Proposers are advised that Owner does not wish to receive material designated as trade secrets and requests that proposers not supply trade secrets unless absolutely necessary. The proposer's qualification package, and any other supporting materials submitted to Owner in response to this RFQ, will not be returned and will become the property of Owner unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.

G. Interested firms shall submit one (1) copy of the requested information via electronic e-mail.

## **RESPONSE TO REQUEST FOR QUALIFICATIONS**

### **Civil Engineering Services for Bakersfield College Center for Student Success project**

**E-Mail All Qualifications To:** Christian Beltramo  
christian.beltramo@kccd.edu

#### **VI SELECTION PROCESS AND CRITERIA**

A. The selection process is designed to ensure that the Engineer's services are engaged on the basis of demonstrated competence and qualifications for the type of service to be performed and at fair and reasonable price for the Owner.

B. All submittals received by the specified deadline will be reviewed by Owner for content, related experience and professional qualifications. Owner reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. Owner reserves the right to select the proposals which, in its sole judgment, best meets the needs of Owner.

C. All submittals will be subjectively evaluated on the following criteria:

1. Professional experience of the firm in relation to the work to be performed.
2. Professional experience of the principals to be assigned to the Project.
3. Experience and training of key personnel.
4. Nature and quality of recently completed work.
5. Reliability, continuity and location of the firm and its sub consultants, if any.
6. Availability of the proposed team members.
7. Previous references relative to projects of similar size and function.
8. Understanding of the current Project scope and requirements.
9. Knowledge of applicable federal, state and local codes.
10. Familiarity with compliance with disabled veteran business enterprise requirements, if required.
11. Hourly rates; and
12. Any other consideration deemed relevant, in Owner's sole discretion.

D. Upon final selection, the Independent Consultant Agreement for Engineering Services, a sample of which is attached hereto, will be processed by Owner for award.

## **VII. CONDITIONS TO AWARD**

A. Right to Delay/Withdraw/Cancel: Owner reserves the right to delay the selection process, withdraw the RFQ, and/or cancel the Project.

B. No Obligation to Assign: In instances where more than a single phase of a Project is involved, assignment to Engineer by Owner of services on one phase or element thereof, does not mandate or obligate Owner in any way to assign the same firm for another of the enumerated Project(s) or phases thereof. In such instance, Owner reserves the right to assign Project as it deems suitable and in the best interest of Owner.

C. No Obligation to Pay: This solicitation does not commit Owner to pay any costs in the preparation or presentation of a proposal.

## **IX. PROHIBITED ACTIVITY**

A. Restricted Contact: Neither the proposing firm, nor its agents, officers, employees or assigns, shall make any personal contact with any member of Owner's Board of Trustees prior to Owner's Board of Trustees' selection and award of a contract(s) for this work.

B. Conflict of Interest: Proposing firms shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of Owner or member of its governing body shall have any pecuniary interest direct or indirect, in the resulting Agreement or the proceeds thereof.

## **X. QUESTIONS**

Any questions or clarifications concerning this Request for Qualifications should be submitted to:

Christian Beltramo  
Tel: 760-384-6268  
Email: christian.beltramo@kccd.edu

## **ATTACHMENT “A”**

### **Independent Consultant Agreement**





**Facilities Planning, Design and Construction Program**  
2100 Chester Avenue, Bakersfield, CA 93301 (661) 336-5174

**INDEPENDENT CONSULTANT AGREEMENT**  
For Professional Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_, 20\_\_ by and between the Kern Community College District, 2100 Chester Avenue, Bakersfield, California 93301 ("District") and \_\_\_\_\_, located at \_\_\_\_\_ ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Civil Engineering Services for the **Bakersfield College Center for Student Success** (Project) as more fully described in **Exhibit "A"** Proposal, dated month, day, year provided to the District from Consultant, and is attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Consultant shall commence providing services under this Agreement on \_\_\_\_, 2026 and will diligently perform as required and complete performance by \_\_\_\_, 2026.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  NA  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form

Consultant agrees to submit any other documentation as may be required pursuant to this Agreement applicable to the scope of services for the Project(s) listed herein.

4. **Compensation.** As full consideration for the satisfactory completion of the services required pursuant to this Agreement, District agrees to pay the Consultant a total amount not to exceed \_\_\_\_\_. District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work performed, or the portion of the Work performed for which payment is to be made.
  - 4.2. Consultant shall prepare a separate invoice for each school site, if Consultant works at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
  - 4.3. All payments to Consultant hereunder shall be issued pursuant to a processed and executed Purchase Order and comply with the following important instructions, as applicable, to the scope of services for the Project(s):
    - 4.3.1. Accept no order as valid except on this form.
    - 4.3.2. All labor; equipment and materials shall be in accordance with the latest Federal, State and Local codes, rules and regulations. Nothing in the purchase order is to be construed to permit work, furnish equipment or materials, not conforming to these laws.
    - 4.3.3. Transportation charges must be prepaid and shown on the invoice. If quoted FOB shipping point, enclose

original receipted freight bill with invoice. **Shipments are to be made to the Ship Prepaid To" address of the Kern Community College District address listed herein.**

## Attachment "A"

- 4.3.4. A delivery slip must accompany each shipment.
- 4.3.5. There must be a separate invoice for each order.
- 4.3.6. Invoices for merchandise must be itemized, stating quantity, price and amounts of each item. Invoices for repairs must be itemized as to material and time, and rate of labor.
- 4.3.7. **Invoice To:** [FacilitiesAP@kccd.edu](mailto:FacilitiesAP@kccd.edu), (661) 336-5053.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Labor Compliance Program.** The Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If the Consultant employs subcontractor(s), the Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8.1. Not applicable.

9. **Performance of Services.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
13. **Termination.**
  - 13.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
  - 13.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
  - 13.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 13.3.1. material violation of this Agreement by the Consultant; or
    - 13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
    - 13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of the Service(s) pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of such expense, fee, and/or cost. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend hold harmless and indemnify the District (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by Consultant's performance of this Agreement or breach of its terms.
15. **Insurance.**
  - 15.1. The Consultant shall procure and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-, VII" in Best Insurance Rating Guide and admitted to transact insurance business in California, unless otherwise acceptable to the District.

- 15.1.1. **Commercial General Liability.** Commercial General Liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence.
- 15.1.2. **Automobile Liability Insurance.** Commercial Any Auto Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.
- 15.1.3. **Professional Liability Insurance (Errors and Omissions).** Professional Liability Insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and
- 15.1.4. **Workers' Compensation Insurance.** Workers' Compensation Insurance as required by law.

Consultant's policy shall contain an endorsement naming the District as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the District at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Consultant shall furnish the District with a certificate of insurance containing the endorsements required under this section, and the District shall have the right to inspect Consultant's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, Consultant shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

- 15.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and the State and their agents, Program Manager, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance With Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
19. **Employment With Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- ~~21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.~~
22. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**  
 Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301  
 ATTN: Melissa Thornsberry, CFO

**Consultant:**  
 ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective on the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.



- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 29. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 30. Severability.** If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.
- 31. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 32. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 33. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 34. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 35. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 36. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 37. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**Kern Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Melissa Thornsberry

Print Name: \_\_\_\_\_

Print Title: Chief Financial Officer

Print Title: \_\_\_\_\_

**Information regarding Consultant:**

Consultant: \_\_\_\_\_  
License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Limited Partnership  
\_\_\_\_ Corporation, State: \_\_\_\_\_  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_: **Attachment "A"**  
Employer Identification and/or Social Security  
Number

**NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**WORKERS' COMPENSATION CERTIFICATION**

**Attachment "A"**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:

\_\_\_\_\_

Name of Consultant or Company:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

Attachment "A"

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ ~~[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]~~ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_  
Name of Consultant or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Attachment "A"

Consultant's Proposal is made part of this Agreement, as is attached hereto.

SAMPLE

## ATTACHMENT "B"

### QUALIFICATIONS QUESTIONNAIRE

The prospective Engineer shall furnish all the following information accurately and completely. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Engineer's firm and any of its owners, officers, directors, shareholders, related parties or principals. Owner has discretion to request additional information depending on the Project.

#### - WARNING -

Failure to fully and truthfully complete the form will result in the failure to qualify for award of this Project(s) and the rejection of any proposal submitted. Certain information provided may also lead to disqualification and rejection of the proposal.

#### (1) Identifying Information:

Firm Name and Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Type of Firm: (Check One) Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Other: \_\_\_\_\_

#### (2) Names and Titles of all Principals of the Firm:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**(3) Have you or any of your principals ever performed services as part of a different entity?**  
\_\_\_\_\_ If yes, please give name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal.

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**(4) Number of years the firm/Engineer has been established?** Include only years with the current entity, in its current form: \_\_\_\_\_ Years

**(5) Years of experience your firm has in performing Public Works services:**

For all public entities: \_\_\_\_\_ For public schools: \_\_\_\_\_

**(6) Give the public entity's name, telephone number and the name of the contact person for the three (3) largest Public Works projects performed for a public entity other than a school/college/university, that you have completed within the last five (5) years:**

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**(7) List of References:** Provide information on the three (3) largest projects performed for a public school, college or university within the last five (5) years.

**Contract 1.**

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_ + \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Inspector's Name, Address and Telephone: \_\_\_\_\_

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**Contract 2.**

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \$\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Inspector's Name, Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

**Contract 3.**

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \$\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Inspector's Name, Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

**(8) Has your firm or any of its principals defaulted so as to cause a loss to an insurance carrier within the last five (5) years?** \_\_\_\_\_ If yes, please give name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal. Please give dates, names and address of carrier and details.

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**(9) Have you or any of your principals failed to timely complete a project in the past five (5) years?** \_\_\_\_\_ If yes, please explain and give name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal.

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**(10) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public works construction project during the past five (5) years?** \_\_\_\_\_ If yes, please explain and give name and address of public agency and details of dispute. Please list name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal.

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**(11) Have you or any of your principals ever failed to complete a project in the last five (5) years?** \_\_\_\_\_ If yes, please explain and give name and address of owner. Please list name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal.

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**(12) Have you or any of your principals been assessed back-charges on any Public Works construction project within the last five (5) years?** \_\_\_\_\_ If yes, please explain and give name and address of public entity, the basis for their claims, and the final result. Also, please list name and address of other entities and include information pertaining to principals' associations outside of the firm making this proposal.

**(13) Conflicts of Interest:** Do you now have, or have you had within the last five (5) years, any direct or indirect business, financial or other connection with any official, employee or consultant of Owner? \_\_\_\_\_ If yes, please describe.

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**(14) Have you or any of your principals, within the last five (5) years, filed a claim for additional compensation from a public entity?** \_\_\_\_\_ If yes, please explain and give name and address of public entity, the basis for their claims, the response of the public agency, and the final result.

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**(15) Have you or any of your principals ever failed to qualify, or been deemed unqualified on any public works construction project within the last five (5) years?** \_\_\_\_\_ If yes, please explain and give name and address of public entity, the basis for their claims, and the final result.

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**(16) Staff/Roster Functions:** List all members of your staff will be assigned or responsible for work as a team member on this project (except clerical) and show job titles, functions, years with the firm and projects completed for the firm. Include firm officers' responsible managing employee (RME), project manager and superintendent. Provide the following information for each individual (copy this page as many times as required).

**Name and Title:** \_\_\_\_\_

**Function:** \_\_\_\_\_

**Years with Firm:** \_\_\_\_\_

**Has this individual had prior exposure as a team member on one of your public school projects?**  
\_\_\_\_\_ Yes \_\_\_\_\_ No

**List all school projects this person has performed for you:** \_\_\_\_\_

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**Provide an organizational chart reflecting your proposed project team for the Project, including all persons on your project team.**

**(17) Insurance:** Indicate the name of all errors and omissions insurance companies utilized by you in the last ten (10) years.

_____ Carrier Name and Address	_____ Period Covered
_____ Carrier Name and Address	_____ Period Covered
_____ Carrier Name and Address	_____ Period Covered

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information is true, correct and complete. Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title