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Santa Ana College • Santiago Canyon College

REQUEST FOR QUALIFICATIONS RFQ 2627-407

CONSTRUCTION MANAGEMENT AND/ OR PROJECT MANAGEMENT PLANNING SERVICES

Addendum No.1

Issued: August 4, 2026

The following changes, additions, deletions, or corrections shall become part of the above-mentioned RFP:

A. The District hereby issues Exhibit “K” – Typical Project Management/Planning Agreement.

B. The following are responses to questions received:

1. Question: Could the District please confirm whether proposers seeking consideration for both the Construction Management and Project Management/Planning categories may submit a single proposal addressing both categories, or whether separate proposals are required for each?

Answer: A single proposal addressing both categories is acceptable with clear indications if sections apply for one category only.

2. Question: Could the District please confirm what proposer should include for RFQ Section 3.11-Inappropriate and Unsolicited Communication? Since the section appears to outline communication restrictions rather than request a separate response, should proposers include a brief written acknowledgment, or is following the stated restrictions enough?

Answer: Following the stated restrictions is sufficient.

3. Question: Could the District please clarify whether there are any specific classifications it is seeking?

Answer: No. The District is not seeking specific classifications. Consultants should list their standard job titles and rates on the appropriate exhibits. The District may request and compare resumes for project specific assignments as needed. All proposed team members must meet the minimum experience requirements set forth in Section 3.4

4. Question: Does RSCCD have a project list so we can have an idea of scope, scale and timeline of projects?

Answer: The District maintains a master project list, but it is not being released as part of this RFQ. This RFQ is a prequalification process only, and prequalified Consultants are not guaranteed work. Project specific scope, scale, and schedule information will be provided at the time the District issues a Request for Proposals to the prequalified pool.

For general planning purposes, projects range in value from the tens of thousands of dollars to multi-million dollar jobs. Procurement methods may include CUPCCAA, informal bidding, and formal bidding as required by State law, depending on the project. Some projects, depending on cost thresholds and project type, will require Division of the State Architect review and oversight. The RFQ provides a representative listing of the types of projects the District anticipates, which is not a list of actual projects and is not all inclusive.

5. Question: Is there a PMIS system that the District utilizes at the District, such as Procore, Egnyte, Unifier, etc.?

Answer: The District does not use a single PMIS districtwide. Depending on the scale of the project, individual projects may utilize PMIS software such as Procore. Consultants may be asked to describe their experience with PMIS platforms as part of the prequalification process and/or during a future RFP for a specific project.

Consultants are directed to Exhibit A of the sample Construction Management Services Agreement, which identifies Microsoft Project for scheduling and Bluebeam for constructability review markups. Additional project specific software requirements, if any, will be identified in the applicable RFP.

6. Question: In the Sample Agreement- Article 2, Section 2.1 (Scope of Services):

- a. Please clarify that the Construction Manager's services are intended to be provided in an advisory capacity only (CM Advisor). Please also clarify that the Construction Manager will not perform services typically associated with a General Contractor, nor will the services be provided under a CM Multi-Prime delivery model. This is based on the following language in the sample agreement:

"...the Construction Manager's Services described herein are based on a construction manager/general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager/multiple-prime structure..."

Answer: The Construction Manager is to be hired as an agent of the owner, providing advice and representation without taking on the role of general contractor or multi-prime contracts.

7. Question: If we don't have a CASp consultant working directly for our firm: 1) can we provide a sub-consultant for this one role? Or 2) can we exclude the CASp role from our submission, but still apply for all other services under the Project Management Planning Services?

Answer: No. Per Section 3.5 of the RFQ, sub-consultants are not permitted for any portion of the scope. Consultants without in-house CASp capability may still respond for

Project Management/Planning Services and should note the exclusion of CASp services in their cover letter.

For projects that directly involve ADA compliance, accessibility, barrier removal, or work of a similar nature, the District may elect to solicit proposals from firms with a Certified Access Specialists on staff. The District also reserves the right to procure CASp services separately.

8. Question: RE: RFP pages 10-2, “3. STATEMENT OF QUALIFICATIONS/PROPOSAL RESPONSE FORMAT” vs. page 13, “5.1. Selection Criteria”/” Completed Required Forms” vs. the Exhibits themselves — there are some inconsistencies; please clarify exactly which Exhibits you would like returned with the SOQ submittal.

Answer: Responses shall include; Firm Information Form; Firm Information Questionnaire; Firm Project Experience Form; District Experience; Billing Rate Form, Certification, Requests for Qualifications; Statement of Non-Conflict of Interest; Questionnaire Form for Local Hire and Local Business

9. Question: Regarding form H – if it is to be included with proposal, how would you like us to answer it? We are happy to include a DVBE, but no subconsultants are to be included with proposal, and there isn’t an option for that

Answer: Please note that DVBE documentation is included in this RFQ but is not required to be submitted in the response. The DVBE documentation will be required if the Consultant is Pre-qualified and then chosen to provide services as a result of a future RFP process.

Enc. Exhibit “K” Typical Project Management/Planning Agreement

End of Addendum No.01

PROJECT MANAGEMENT AND PLANNING CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into as of <DAY>, day of <MONTH> in the year <YEAR>, between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (“DISTRICT”), and <COMPANY>, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters; and

WHEREAS, such services and advice are not available within the DISTRICT, and cannot be performed satisfactorily by DISTRICT employees; and

WHEREAS, CONSULTANT possesses the necessary expert knowledge, experience, and ability to perform services not available through DISTRICT personnel; and

WHEREAS, CONSULTANT is specially experienced and competent to provide to the DISTRICT certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, DISTRICT desires to obtain specialized services and/or advice for **PROJECT MANAGEMENT AND PLANNING CONSULTING SERVICES FOR THE FACILITY PLANNING, CONSTRUCTION AND DISTRICT SUPPORT SERVICES DEPARTMENT**, hereinafter referred to as the “PROJECT”, located in the DISTRICT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. Services to be provided by the CONSULTANT. The Consultant may be asked to perform any of the duties or activities described below in the **Scope of Work** if working in the capacity as an extension of staff. It is also recognized that in some cases, the Consultant may have to hire a sub-consultant for certain specialized tasks if needed for a specific activity, but this will be approved by the District as needed. The District desires to complete the following Goals in the upcoming year and is seeking a Consultant who can assist in managing and developing the processes for achieving such Goals in a definitive timeframe, including assisting the District in developing the proper RFQs and RFPs to hire additional consultants to achieve these goals if

necessary. It will be the Consultant's responsibilities to oversee these activities and provide recommendations so that the District can achieve such. It is not the District's intent that the Consultant, will have to develop all of these deliverables or documents independently. The Consultant shall work as an extension of staff to manage these tasks so that they are achieved.

2. Contract Term. The term of this AGREEMENT shall begin <<start date>> and shall end <<end date>>, in accordance with the schedule as stated in EXHIBIT "A". The PARTIES agree should all Services be completed by CONSULTANT and accepted, in writing, by DISTRICT prior to the end date stated within this Paragraph, the AGREEMENT shall automatically terminate.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

CONSULTANT, in support of the specific tasks outlined in this agreement or other duties as may be requested by the District, may be asked to perform any of the duties or activities described below, but not limited to:

1. Planning/Pre-design Phase duties may include:
 - Gain familiarity with project needs, budget, and timing.
 - Confirm scope and program requirements, including compliance with Title V requirements.
 - Conduct meetings with site staff and design team to refine detailed scope and program, including compliance with District design specifications and Material and Construction Standards.
 - Review proposals received from design consultants for scope and reasonableness to provide recommendations to the District.
 - Review proposals received from firms for preconstruction phase for scope and reasonableness to provide recommendations to the District.
 - Review level of effort and associated costs for reasonableness and appropriate quantity.
 - Interact with design consultant as needed to obtain appropriate scope and level of effort.
 - Interact with construction consultant as needed to obtain appropriate scope and level of effort.
 - Set up a decision-making framework to ensure timely District decisions.
 - Ensure that project is properly set up in tracking software which will include initial project schedule and budget.
 - Review invoices for reasonableness, correctness, and appropriate charges.
 - Provide monthly status reports in prescribed format.
 - Attend weekly program meetings.
 - Participate in and maintain minutes of critical pre-design phase meetings.
 - Participate in the site acquisition process and/or environmental due diligence site planning as determined by the District.
 - Interpret and apply California Environmental Quality Act (CEQA) and State Department of Education guidelines. Assist with filing CEQA documents with appropriate State and County agencies.

- Provide assistance to initiate and manage the development of a District wide Storm Water Management Plan.
 - Provide assistance to start the process for the development of District wide Standards for Construction Materials, Furnishings and Equipment. This includes a strategy of approach, identification of areas to standardize, and to complete standards that the District can continue to update over time.
 - Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
 - Participate in other meetings as required.
 - Perform additional tasks associated with successful project management.
2. Design Phase duties may include:
- Monitor design phase schedule and progress throughout all phases.
 - Review design phase submittals and recommend approval.
 - Monitor project budget to ensure compliance with the District's project budget.
 - Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
 - Provide assistance with undertaken of the prequalification process for contractors and needs assistance in management and review of the qualifications.
 - Ensure that project is properly maintained in tracking software.
 - Review invoices for reasonableness, correctness, and appropriate charges.
 - Provide weekly status reports in prescribed format.
 - Attend weekly program meetings.
 - Participate in and maintain minutes of critical design phase meetings.
 - Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others as needed.
 - Participate in other meetings as required.
 - Assist in bidding and award process.
 - Participate in pre-bid meetings.
 - Facilitate the functioning of an integrated project delivery team.
 - Additional tasks associated with successful project management.
3. American with Disabilities Act ("ADA) Project Management CASp scope of Work
The Project Management consultant shall provide Certified Access Compliance Specialists (CASp) services to conduct comprehensive accessibility evaluations, plan reviews, and field inspections to ensure compliance with the Americans with Disabilities Act (ADA), Title 24 of the California Code of Regulations (California Building Code), and DSA requirements. The CASp Consultant shall provide professional expertise necessary to perform the following tasks:

Task A: Comprehensive Facility Access Compliance Surveys (Existing Facilities)

- **Field Inspections:** Conduct detailed, on-site physical evaluations of designated buildings, paths of travel, parking facilities, public rights-of-way, and common areas.
- **Data Collection:** Measure and document slopes, cross-slopes, operating forces, clear floor spaces, reach ranges, and signage.

- Reporting: Provide a detailed CASp Report for each project or facility inspected. The report must include:
 - o An identification of the inspected structures and features.
 - o A detailed list of all inspected items indicating compliance or non-compliance.
 - o Specific code citations for each deficiency (Title 24 and ADA Standards for Accessible Design).
 - o Photographic documentation of non-compliant items.
 - o Recommended corrective actions and methods for remediation.

Task B: Plan Review and Design Phase Consultation

- Schematic to Construction Document Review: Review architectural and engineering plans, submittals, and specifications at various design milestones (e.g., 50% DD, 90% CD) for various projects including barrier removal projects, modernization, alterations, improvements, additions, or new construction projects.
- Code Compliance Verification: Ensure design documents accurately reflect the most stringent applicable standards between the California Building Code (Title 24, Chapters 11A and 11B) and federal ADA guidelines.
- Path of Travel (POT) Valuation Analysis: Assist the District in evaluating and documenting the "Adjusted Construction Cost" and the 20% path of travel compliance threshold for alteration projects under CBC Section 11B-202.4.
- Written Plan Check Reports: Provide clear, actionable, written plan-check comments and correction lists to the District and its design consultants.

Task C: Construction-Phase Inspections & Post-Construction Verification

- Site Visits: Conduct periodic interim site inspections during active construction phases to verify that critical accessibility elements (e.g., concrete pours for ramps, rough-in plumbing for single-user restrooms, casework installations) are being built within allowable tolerances. Use the District's established procedures and site inspection protocols and provide recommendations on improvements to the procedures.
- Final Punch List & Verification: Perform a final post-construction walk-through to verify that all accessible features have been constructed in strict compliance with approved DSA plans and applicable codes before project closeout.

Task D: Advisory Services & Transition Plan Support

- Prioritization & Cost Estimating: Assist the District in prioritizing identified barriers based on severity, location, and utilization. Provide order-of-magnitude cost estimates for barrier removal to assist in capital planning.
- Transition Plan Assistance: Provide technical support to manage and update the District's formal ADA Transition Plan.
- Ad-Hoc Consultation: Attend project meetings, participate in consultations regarding complex compliance issues, and assist in responding to formal accessibility complaints or inquiries if requested.

4. Construction Phase duties may include:
 - Assist District in confirming that the construction agreement has been properly executed and prepare the Notice to Proceed for issuance by the District.
 - Proactively manage change on the project.
 - Review contractor's change order requests for entitlement, scope, and cost reasonableness, and provide a written recommendation to the District. Only the District may approve or execute a change order.
 - Manage project contingencies and allowances.
 - Monitor project budget to ensure compliance with the District's project budget.
 - Monitor construction schedule and report variances.
 - Monitor progress of design team to ensure submittal of required DSA documents and retrieve verification.
 - Ensure that project is properly maintained in tracking software.
 - Review invoices for reasonableness, correctness, and appropriate charges.
 - Provide daily status reports in prescribed format.
 - Attend weekly program meetings.
 - Participate in and maintain minutes of critical construction phase meetings.
 - Maintain project documentation in compliance with program standards.
 - Facilitate the functioning of an integrated project delivery team.
 - Additional tasks associated with successful project management.
5. Closeout phase duties may include:
 - Assist with final punch list and final inspections.
 - Assist in review and transfer of the final warranty/guarantee.
 - Assist in review and turnover of project as-built documents.
 - Monitor progress of design team in submitting required DSA closeout documentation and retrieve verification.
 - Assist in review and transfer of all required maintenance and operation manuals.
 - Assistance with and/or coordinate moving activities and occupancy.
 - Coordinate and ensure that required training on systems and materials takes place.
 - Coordinate and monitor completion of commissioning process.
 - Review final invoices.
 - Review closeout documents.
 - Reconcile expenditures and budget.
 - Assist in the finalization of any outstanding contracts and claims.
 - Ensure that all contract deliverables have been completed and submitted to the District.
 - Additional tasks associated with successful project management.
6. Program planning duties may include:
 - Refine, develop, coordinate, and establish a system of management for the implementation of a comprehensive District wide Systems Condition Index management plan coordinated with the campuses and integrated into FUSION utilizing a variety of data sources from FUSION, the campuses, existing plans and reports, and the Building Condition Assessment recently provided by the Foundation in 2014. The Goal is to have a comprehensive strategy

for planning on-going routine maintenance projects at various sites that can be institutionally followed and coordinated between the District Office and the college, including a plan for assessing, developing and managing Scheduled Maintenance projects. Evaluate the criteria to be utilized and propose a system of management for the 5 year on-going plan that is updated annually. Work to identify the process and implement such by working with the District, College and others to understand and facilitate the execution of the plan.

- Assist District in the development and maintenance of district standards, overseeing the process, identifying items to standardize, work with colleges to facilitate development of standards.
- Assist in developing standards for a systems condition index for preventative/scheduled maintenance purposes.
- Assist in contract development and standardization of forms and templates for the district use, including any Request for Qualifications or Proposals that may still be needed to further develop projects.
- Preparation, distribution, tracking, reviewing and awarding of any RFQ and/or RFP needed.
- Management and development of Prop 39 or other energy and sustainable projects to comply with CCCIOU requirements and District's sustainability plan goals (see <http://rsccd.edu/Discover-RSCCD/sustainable-rsccd-committee/Pages/default.aspx> for the complete sustainability plan).
- Assist the District with securing funding for various projects.
- Assist with the preparation of reports for various agencies and coordination of applications needed on behalf of the District or other documentation that may be needed.
- Assist to resolve complaints and/or seek to resolve and mitigate issues that may arise on projects on behalf of the District with a variety of entities, consultants, contractors or others that may be needed occasionally on projects.
- Consultant has no authority to amend contracts, direct work that changes contract time or compensation, incur obligations on behalf of the District, or bind the District without written authorization.

7. Duties throughout the project may include:

- Provide administrative support as required.
- Provide estimating services as required.
- Provide scheduling services as required.
- On-going review and/or processing of invoices to ensure timely payment as required.
- Review of contracts to ensure proper execution of scope of services related to the project as required.
- Provide specialized technical support as required.
- Miscellaneous duties related to effective and successful project management as required.

8. Move Services Project Management:

- Providing assistance in all aspects of planning, scheduling, coordinating and execution of the physical relocation of personnel, faculty, staff, including, furniture and equipment or other physical assets.

- Interacting with building users, project managers, faculty, college staff, district employees, other users, and project team members involved with moves and necessary relocations to implement construction projects or related to other capital facility projects.
- Development of a Move Plan for each relocation or move that is anticipated as per the District.
- Coordinate the details and planning aspects of the move from original locations to the complete set-up at the destination.
- Manage and oversee movers on the day of the scheduled moves as necessary.
- Assemble and Manage Project Team to outline Project Requirements (Kickoff meeting).
- Develop a detailed implementation schedule, project budget and communications plan.
- Coordinate with the Furniture Supplier insuring space efficiency.
- Make recommendations with respect to existing furnishings, relocation and installation of equipment, and move phase consolidation.
- Provide inventory of said furnishings.
- Assess and determine the amount of moving supplies (i.e. boxes) needed for the move.
- Working with Purchasing and other District personnel to coordinate asset management of furniture and equipment in keeping with the District's policies and procedures.
- Coordinating and supervising all aspects of interior workshop set-up, tear down, move/relocation, equipment and furniture requests as needed.
- Work and coordinate with equipment installers.
- Schedule and facilitate pre-move meetings with various stakeholders.
- Work and assist District Purchasing and other District personnel with the procurement process of actual moving services (i.e. supplies and transportation) to ensure proper and adequate resources are provided to ensure a smooth move.
- Implementation of Move Plan.
- Move administration including pre-move conferencing, approvals of vendor contractor plans, pricing and schedules, facilitation of team and project staff meetings.
- Project coordination and communication (signage, Department Coordination, project notes, request tracking, etc.).
- Hold meetings (with frequency to be determined with various stakeholders).
- Track project expenditures against budget; review and verify contractor vendor requests for payment.

ARTICLE III – TERMINATION: SUSPENSION

1. **Termination for Default.** Either the DISTRICT or CONSULTANT may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other party in its performance of a material obligation hereunder and such default in performance is not caused by the party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the party receiving the written termination notice shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the DISTRICT's right to terminate this Agreement pursuant to the foregoing, the DISTRICT may terminate this Agreement upon written notice to CONSULTANT if: (i) CONSULTANT becomes

bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by CONSULTANT or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for CONSULTANT or any of CONSULTANT's property on account of CONSULTANT's insolvency; or (ii) if CONSULTANT disregards applicable laws, codes, ordinances, rules or regulations. If DISTRICT exercises the right of termination hereunder, the Contract Price due the CONSULTANT, if any, shall be based upon Basic Services, authorized Additional Services, and allowable expenses incurred or provided prior the effective date of the DISTRICT's termination of this Agreement, reduced by the DISTRICT's prior payments of the Contract Price and losses, damages, or other costs sustained by the DISTRICT arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the CONSULTANT, if any, shall be made by DISTRICT only after completion of the Post-Construction Phase of the Project. CONSULTANT shall remain responsible and liable to DISTRICT for all losses, damages, or other costs sustained by DISTRICT arising out of termination pursuant to the foregoing or otherwise arising out of CONSULTANT's default hereunder, to the extent that such losses, damages or other costs exceed any amount due CONSULTANT hereunder for Basic Services, authorized Additional Services, and Expenses.

2. DISTRICT's Termination for Convenience. The DISTRICT may, at any time, upon seven (7) days advance written notice to CONSULTANT terminate this Agreement or the Work of the Project for the DISTRICT's convenience and without fault, neglect, or default on the part of CONSULTANT. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the DISTRICT's written notice to CONSULTANT or such other time as the DISTRICT and CONSULTANT may mutually agreed upon. In such event, the DISTRICT shall make payment of the Contract Price to CONSULTANT for services provided through the date of termination plus actual costs incurred by CONSULTANT directly attributable to such termination.

3. CONSULTANT Obligations upon Termination. Upon the DISTRICT's exercise of the right of termination under Article III, Paragraph 1 or 2 of this Agreement, the CONSULTANT shall take action as directed by the DISTRICT relative to its on-going administration of construction services of the Project. If requested by the DISTRICT, the CONSULTANT shall within ten (10) days of such request, assemble and deliver to the DISTRICT all Documents, work product, instruments of service, and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the CONSULTANT under this Agreement. The CONSULTANT shall deliver the originals of all Documents, work product, instruments of service, and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the CONSULTANT may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

4. DISTRICT's Right to Suspend. The DISTRICT may, in its discretion, suspend all or any part of the construction of the Project or the CONSULTANT's services under this Agreement; provided, however, that if the DISTRICT shall suspend construction of the Project or CONSULTANT's services under this Agreement for a period of sixty (60) consecutive days or more and such suspension is not caused by the CONSULTANT's default or the acts or omissions of CONSULTANT or its CONSULTANTS, upon lifting of such suspension, the Contract Price may be adjusted to reflect actual costs and expenses incurred by CONSULTANT, if any, as a direct

result of the suspension and resumption of the Project construction or CONSULTANT's services under this Agreement.

5. CONSULTANT Suspension of Services. If the DISTRICT shall fail to make payment of an undisputed invoice when due CONSULTANT hereunder, CONSULTANT may, upon seven (7) days advance written notice to the DISTRICT, suspend further performance of services relating to the Project hereunder until such undisputed payment is received. In such event, CONSULTANT shall have no liability for any delays or additional costs of construction of the Project due to, or arising out of, such suspension.

ARTICLE IV – DISPUTES

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

2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CONSULTANT and the DISTRICT arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the DISTRICT or the CONSULTANT commencing arbitration proceedings pursuant to Paragraph 3 below.

3. Arbitration. All claims, disputes or other matters in controversy between CONSULTANT and DISTRICT arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 2 above shall be settled and resolved by binding arbitration before one (1) retired judge conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service. Any arbitration hereunder shall be conducted in the JAMS' Regional Office or other ADR service's office closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the DISTRICT and the CONSULTANT and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The DISTRICT and CONSULTANT hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Furthermore, if any claim or dispute is asserted by the Project Architect,

Construction Manager if any, the Contractor and/or the DISTRICT relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the CONSULTANT hereunder or the Instruments of Service prepared by or through the CONSULTANT, CONSULTANT and DISTRICT agree that any arbitration proceedings initiated between CONSULTANT and DISTRICT hereunder shall, without the need for an order of the Court, be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute by and between the aforementioned parties, regardless of the dispute resolution service selected.

4. Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CONSULTANT's submission of claims to the DISTRICT as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The CONSULTANT's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CONSULTANT's initiation of the binding arbitration procedures under Article IV, Paragraph 3, above.

5. Limitation on Arbitrator's Authority. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Orange, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE V

REPORTS AND/OR OTHER DOCUMENTS

1. Any DSA documents, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the

DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this ARTICLE shall be deemed a material breach of this AGREEMENT.

ARTICLE VI

ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VII

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information, inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VII, Section 1(a). CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.

b. Invoices requesting payment for Additional Services performed in accordance with Article VIII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VIII.

ARTICLE VIII

ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional

services that are not previously approved by the DISTRICT in writing. Additional services shall include:

- a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.
- b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.
- c. If the DISTRICT requests additional shifts to complete the services articulated in Article II where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.
- d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE IX

INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or

off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article IX, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article IX, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IX, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with TWO MILLION DOLLARS (\$2,000,000) per aggregate and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000), per aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. The General Liability and Automobile Liability policies of the Consultant shall name the DISTRICT and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse the DISTRICT upon demand for the cost thereof.

ARTICLE X MISCELLANEOUS

1. Key Personnel.

a. CONSULTANT shall not change any of the key personnel listed in **Exhibit "A"** without prior written notice to, and written approval by, District, unless said personnel cease to be employed by CONSULTANT. In either case, District shall be allowed to interview and approve replacement personnel.

b. If any CONSULTANT personnel fail to perform to the satisfaction of the District or fully comply with the terms of this Agreement, then upon five days' written notice by the District the CONSULTANT shall have five (5) days to remove that person from the project and replace that person with personnel acceptable to the District. All lead or key personnel for any CONSULTANT must be also be designated by the CONSULTANT and shall be subject to the District's right to interview and approve replacement personnel. In either case, District shall be allowed to interview and approve replacement personnel.

c. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the

employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

d. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel.

2. Conflict of Interest. CONSULTANT represent that the CONSULTANT have no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by CONSULTANT. In the event a conflict arises during the performance of this Agreement, said person shall be immediately removed from the Project and replaced with personnel acceptable to the District.

3. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor to the DISTRICT. This Agreement and the CONSULTANT's services hereunder shall not be deemed to be or result in creation of the relationships of: (i) employer/employee; (ii) principal/agent; (iii) partnership; (iv) common enterprise or (v) joint venture. The means and methods utilized by the CONSULTANT to complete services and other CONSULTANT obligations under this Agreement shall be in the sole discretion of the CONSULTANT provided such means and methods are generally consistent with industry practices and applicable standards of care. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees are not officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature provided to employees of the DISTRICT and/or to which DISTRICT's employees are entitled, including, but not limited to, State Unemployment Compensation benefits, Worker's Compensation benefits, retirement benefits, vacation/sick leaves and other similar employee benefits. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages to the CONSULTANT's employees and all federal, state, local taxes and other similar impositions relating to payments of the DISTRICT to the CONSULTANT under this Agreement and/or CONSULTANT's payment to CONSULTANT employees completing or providing services under this Agreement, including unemployment insurance, social security contributions and payroll/income taxes. This Agreement

and the CONSULTANT's services hereunder shall not preclude the CONSULTANT contracting with others during the Term of this Agreement, provided that such other contracts do not result in a conflict of interest, result in disclosure of Confidential Information or otherwise violate a term or condition of this Agreement.

4. No third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. Governing Law. This AGREEMENT shall be governed by the laws of the State of California.

7. Entire Agreement. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Time. Time is of the essence with respect to all provisions of this AGREEMENT.

9. Attorney's Fees and Costs. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

10. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

11. Uncertainties/Ambiguities. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

12. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

13. Confidentiality: The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

14. Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

15. District Board Policies: All personnel of the Consultant and Sub-Consultants, if any, are required to comply with all applicable District Board Policies and Administrative Regulations in effect when on District property. Without limiting the generality of the foregoing, the Consultant and all personnel shall comply with the following:

- a. Gift Ban: Effective April 25, 2016, revised November 13, 2017 and January 13, 2020 and April 12, 2021, the Board of Trustees adopted Gift Ban Policy (BP 3821). The Consultant shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. The complete policy can be found on the District's website.
- b. Use of Drones: Effective August 13, 2018, the Board of Trustees adopted Administrative Regulation 3580 Use of Unmanned Aircraft Systems. The Consultant shall adhere to Administrative Regulation 3580 (AR 3580) as there are strict prohibitions outlined regarding the use of drones. The complete policy can be found on the District's website.
- c. Tobacco Prohibited. Use of tobacco or tobacco products in any form (smoking, chewing, etc.) is prohibited at all times on any District property.

- d. Profanity Prohibited. Profanity on any District property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.
- e. Appropriate Dress. Appropriate dress is mandatory; tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must not violate the District's profanity prohibition.

16. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Rancho Santiago Community College District
 Attn: Carri Matsumoto, Assistant Vice Chancellor
 Facility Planning, Construction & District Support Services
 2323 North Broadway, Suite 112
 Santa Ana, CA 92703
 Telephone: (714) 480-7510

To the CONSULTANT:

<<Name of Consultant>>
 Attn: <<Name>>
 <<Title>>
 <<Address>>
 <<City, State, Zip>>
 Telephone:

17. Consultant Personnel Fingerprinting; Education Code Section 45125.1: During the Term of this Agreement, Consultant, unless specifically exempted in writing by the District, shall fully comply with the personnel fingerprinting and personnel supervision requirements set forth in Education Code §45125.1 ("Fingerprinting Requirements"), when the District determines, in its sole discretion, that the Consultant may have contact with District students or other K-12 pupils in the performance of Services under this Agreement. If the Consultant is required to comply with the Fingerprinting Requirements, the Consultant must certify in writing to the District that neither the employer nor its employees, who must be fingerprinted, have been convicted of a violent or serious felony as defined in Education Code §45122.1. If Fingerprinting Requirements apply, the Consultant must complete and submit to the District a Fingerprint Certification form, in the District's required format, prior to Consultant or any of the Consultant's employees Services on District property. Consultant further acknowledges that revisions to Fingerprinting Requirements may occur.

18. Parking. CONSULTANT shall be responsible for purchasing applicable parking passes from Safety & Security Offices when the need arises to visit any of the campuses. Parking in District parking lots is subject to parking changes in effect for the general public and compliance with all parking rules and regulations. Parking charges in District parking lots are not Reimbursable Expenses.

19. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

ARTICLE XI – ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE
COUNTY**

By _____

By _____

Print Name: _____

Print Name: Iris I. Ingram

Title: _____

Title: Vice Chancellor Business Services

Date _____

Date _____

Address _____

Phone _____

Tax ID# _____

Email _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, Construction and District Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director, Purchasing Services

EXHIBIT “A” – SCOPE OF WORK, SCHEDULE AND COMPENSATION

1. Services Scope of Work.

2. Project.

3. Services Completion Schedule.

The schedule for completing Services shall be:

4. Services Contract Price

The Services Contract Price is the Not to Exceed amount of **<AMOUNT IN WORDS> DOLLARS (\$<AMOUNT IN NUMBERS>)**. Billings for the Services Contract Price shall be based on the time of the Consultant’s personnel to complete Services at the Personnel Hourly Rates set forth in Attachment Exhibit “B”, subject to the Not to Exceed amount indicated above.

OR

The Services Contract price is a fixed price lump sum amount of **AMOUNT IN WORDS> DOLLARS (\$<AMOUNT IN NUMBERS>)**. Billings for the Services Contract Price shall be based on the portion of the Services completed and acceptable to the District.

The Services Contract Price set forth above includes a District Allowance in the amount of **<AMOUNT IN WORDS> DOLLARS (\$<AMOUNT IN NUMBERS>)** for additional services and/or reimbursable expenses. The Services Contract Price set forth in Paragraph 4 is inclusive of all costs, fees, expenses or other charges incurred by the Consultant to complete the Services. No payment will be made for any such costs, fees, expenses or other charges unless approved in advance by the District as a Reimbursable Expense pursuant to the terms of the Agreement. Use of the Reimbursable Expense Allowance shall be limited to expenses approved in advance by the District. Charges against the Reimbursable Expense Allowance shall be the actual cost of Reimbursable Expense items, without mark-up or multiples. Upon completion of the Services, any unused portion of the Reimbursable Expense Allowance shall be deducted from the Services Price.

EXHIBIT “B” – HOURLY RATES

NOTE TO EDITOR: ALL PROJECTS MUST HAVE HOURLY RATES INCLUDED, REGARDLESS OF FEE TYPE. ALSO INCLUDE SUB-CONSULTANT RATES IF THERE ARE ANY SUB-CONSULTANTS.

The rates set forth in this EXHIBIT “B” shall be valid and not increased during the life of this AGREEMENT.

Position:	Name of Personnel:	Hourly Rate:

Any changes to personnel shall be in accordance per Article X, Section 1 of this Agreement.

Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing.

EXHIBIT “C” – STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent per year. Although it is not specifically required, you are encouraged to include DVBE a enterprises as part of the Services under this AGREEMENT. The undersigned, on behalf of _____ (“Consultant”), certifies the following:

- ☐ Consultant **is** a certified Disabled Veteran Business Enterprise
- ☐ Consultant is **not** a certified Disabled Veteran Business Enterprise
- ☐ Consultant will include a certified Disabled Veteran Business Enterprise as part of its Services to the District.
- ☐ Consultant will not include a Certified Disabled Business Enterprise as part of its Services to the District. If this box is checked, please explain why:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____