REQUEST FOR QUALIFICATIONS
ARCHITECTURAL DESIGN SERVICES CHINO INSTRUCTIONAL BUILDING

The Chaffey College Community District (District) is seeking qualifications from firms for professional architectural design services and construction administration of a two-story 35,343 gross square footage instructional building on the District's Chino campus.

This project is funded by Measure L and P bond funds in addition to funding from the State of California under the authorization of the California Community Colleges Chancellor's Office.

The current total estimated construction cost for the project is $22,525,410. The preliminary scheduled construction start date is August 2021. The selected firm must be able to meet the anticipated time schedule as described in Attachment 1 of the RFQ.

For Consideration, the Qualification/Proposal Submittals must be received no later than 2:00 PM, August 30, 2019 by the DISTRICT’S Purchasing Services office, addressed as follows:

RFQ No. 2020PW98, Architectural Design Services – Chino Instructional Building
Chaffey Community College District
Purchasing Services Department
Attn: Kim Erickson, Executive Director, Business Services
5885 Haven Avenue
Rancho Cucamonga, CA 91737-3002

Further information regarding this solicitation is set forth in RFQ/RFP’s, which are available at:

www.chaffey.edu/purchasing/Bids/bids.shtml
RFQ No. 2020PW98
REQUEST FOR QUALIFICATIONS
ARCHITECTURAL DESIGN SERVICES CHINO INSTRUCTIONAL BUILDING

1. INTRODUCTION

Chaffey Community College District (the "DISTRICT") of San Bernardino County, California seeks the qualifications of a design firm with over 10 years of experience, including experience working with DSA and coordinating with on-site construction management firms, to provide architectural design services for a state-approved and partially state-funded instructional building on the Chaffey Community College Chino campus. The selected firm will enter into a contract for architectural services for programming, design, and support of the following:

Project Description: The project supports the design and construction administration of a two-story 35,323 gross square footage instructional building on the Chaffey Community College Chino campus. This building is summarized in Attachment 1.

The project is funded by Measure L and P bond funds in addition to funding from the State of California under the authorization of the California Community Colleges Chancellor’s Office and must be designed in accordance with all applicable Government codes and established procedures.

Estimated Construction Cost: The current total estimated construction cost for the project is $22,525,410. The preliminarily scheduled construction start date is August 2021. The selected firm must be able to meet the anticipated time schedule as described in Attachment 1.

Your firm will work closely with Chaffey personnel and the District’s program management team, which is staffed on site by Kitchell/CEM, Inc., and a construction management firm yet to be determined under a multi-year DISTRICT contract. For more information on this and other Chaffey construction projects, visit: http://www.chaffey.edu/construction/.

This Request for Qualifications ("RFQ") includes the (i) Project Program Statement, (ii) Selection Process–RFQ Schedule, (iii) Qualification Submittal requirements, and (iv) the DISTRICT’S Sample Design Professional Agreement included in Attachment 2.

Qualification Submittal Deadline for Full Consideration: 2:00 PM on August 30, 2019

RFQ Sections 5 and 6 below describe the selection process and Qualification Submittal format and content requirements.
Requests for Clarifications: All requests for clarification or interpretation, either administrative or technical, must be submitted in writing no later than **2:00 PM on August 20, 2019**, and addressed **only** to:

Chaffey Community College District  
Ms. Ashira Murphy, Executive Assistant  
5885 Haven Avenue  
Rancho Cucamonga, CA  91737-3002  
Phone: (909) 652-6792  
Email: Ashira.murphy@chaffey.edu

The DISTRICT prohibits respondents from communicating with Project users.

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at: [http://www.chaffey.edu/purchasing/Bids/bids.shtml](http://www.chaffey.edu/purchasing/Bids/bids.shtml), or by other reasonable means.

2. **SUMMARY OF REQUIREMENTS**

The selected design firm will assume the role of Architect and the design professional of record to manage and coordinate all design and construction document preparation. The successful firm will be awarded a contract for full design services including pre-design work, Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Phase. At its sole discretion, the DISTRICT may exclude some of the design phases from the general scope of work.

Any required disciplines not covered in-house by the design firm shall be provided on a sub-consultant basis to the Executive Architect. The DISTRICT reserves the right to approve or reject all subconsultants proposed by the Executive Architect during or after the selection process.

3. **CONTRACTING REQUIREMENTS**

The DISTRICT will contract with the best-qualified design firm for the subject Project. Services will be authorized on an “as-needed” basis and are contingent upon Project approvals, funding and the quality of services delivered by the design firm.

All services will be delivered under the DISTRICT’s standard Design Professional Services Agreement for architect/engineering services, which has been approved by DISTRICT General Counsel. Refer to the sample agreement in Attachment 2. This agreement is provided for information only. The final work scope and schedule of deliverables is subject to negotiations between the DISTRICT and the design firm it selects for the Project.

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ to require the selected design firm to provide additional services. In such a case, the selected design firm and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.
Contract Type: Design Professional Services Agreement
Estimated Contract Duration: 36 months or greater

4. SUBMITTAL REQUIREMENTS & SELECTION PROCESS

a. PROCESS OVERVIEW

This RFQ has a two-part selection process.

Part 1: Respondents must submit Qualification Submittals as described in Section 5 of this RFQ. The DISTRICT shall evaluate each submittal based upon the established criteria, and shall create a short list of design professionals to interview in Part 2.

Part 2: The DISTRICT shall send written notice to all respondents of their interview selection status per the RFQ Schedule. Notices sent to respondents selected for Committee Interviews shall include:

- Date and Time of Interview
- Interview Format and Required Presentation Materials

The DISTRICT’S Selection Committee shall select one respondent to provide the design services for the Project. The DISTRICT shall send written notice of its selection with details concerning the contract negotiation and award procedure.

If the DISTRICT is unable to reach agreement with the first selected respondent, the DISTRICT may proceed, at its sole discretion, to select the second selected respondent for contract negotiations and award. If the DISTRICT is unable to reach agreement with the second selected respondent, the DISTRICT may proceed, at its sole discretion, to select the third selected respondent for contract negotiations and award.

The DISTRICT reserves the right to contract for services in the manner that is most beneficial to the DISTRICT.
b. RFQ SCHEDULE

The DISTRICT anticipates the following schedule for selecting a design professional for the Project:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>Release Request for Qualifications</td>
<td>August 7, 2019</td>
</tr>
<tr>
<td>Last Day to Submit Requests for Clarification/Interpretation</td>
<td>August 20, 2019 at 2:00 PM</td>
</tr>
<tr>
<td>DISTRICT Response to Requests for Clarification/Interpretation</td>
<td>August 22, 2019 at 2:00 PM</td>
</tr>
<tr>
<td>Deadline for Receipt of Qualification Submittals for Full Consideration</td>
<td>August 30, 2019 at 2:00 PM</td>
</tr>
<tr>
<td>RFQ Review by Selection Committee Completed</td>
<td>September 3-September 11, 2019</td>
</tr>
<tr>
<td>Notice of Selection Status</td>
<td>September 12, 2019</td>
</tr>
<tr>
<td>Selection Committee Interviews</td>
<td>September 17-18, 2019</td>
</tr>
<tr>
<td>Notice of Recommendation for Award of Contract– Begin Negotiations and Reference Checking</td>
<td>September 23-October 1, 2019</td>
</tr>
<tr>
<td>Board Agenda Item for Approval to Award Contract to Business Services Office</td>
<td>October 3, 2019</td>
</tr>
<tr>
<td>Board Meeting – Approval to Award Contract</td>
<td>October 24, 2019</td>
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<tr>
<td>Notice of Award Issued – Contract Mailed</td>
<td>October 25, 2019</td>
</tr>
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c. INSTRUCTIONS FOR QUALIFICATION SUBMITTALS

(1) General Requirements

In the format required in Section 5.a. below, each respondent must succinctly state its qualifications and explain its method for developing a constructive, effective partnership with the DISTRICT to ensure the Project is on time, within budget, and designed to advance program objectives.

Each respondent shall demonstrate its ability to provide a full range of architectural and engineering design services to complete plans and specifications for a work similar in scope and size to this Project.

(2) Evaluation

The DISTRICT shall evaluate respondents on the following basis, listed in no particular order of importance:

- Timely submitted a fully completed Qualification Submittal:
- Submitted as instructed in this RFQ.

- Demonstrated qualifications to perform the services expected of the DISTRICT:
  - Experience with California Community Colleges and/or other higher educational institutions.
  - Experience with building systems similar to those required for this Project.
  - Project experience that supports the respondent’s method to partner with the DISTRICT and ensure project delivery on time and within budget.
  - Experience with the California Division of State Architect (DSA).
  - Experience with projects funded by the State of California under the authorization of the California Community Colleges Chancellor’s Office.
  - Experience of staff and subconsultants.

- Financial stability.

- Ability to satisfy DISTRICT’S insurance requirements.

- No negative history of litigation with claims arising from errors and omissions or unresolved claims against owners.

The DISTRICT reserves the right to request additional information that, in the DISTRICT’S sole discretion, is necessary to assure that a respondent is fully qualified to perform the services for this Project.

The DISTRICT does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of a contract.

(3) Modifications to this RFQ

The DISTRICT reserves the right to revise any part of this RFQ at any time. Modifications to this RFQ shall be made only by written addendum issued by the DISTRICT. Oral statements regarding the Project or contents of this RFQ by any persons should be considered unverified information unless confirmed in writing.

The DISTRICT reserves the right to waive any irregularity, reject any or all submittals, or cancel this RFQ. The DISTRICT further reserves the right not to contract for the services described in the RFQ.

(4) Disposition of Qualification Submittals

All Qualification Submittals and supporting documents become property of the DISTRICT and may be returned only at the DISTRICT’S option and at the respondent’s expense. All information submitted in response to this RFQ, excluding financial and proprietary information clearly identified by
5. QUALIFICATION SUBMITTAL REQUIREMENTS AND DELIVERY DUE DATE

a. FORMAT

Each respondent must submit six (6) bound copies and one (1) electronic copy (flash drive) of its Qualification Submittal, organized in tabbed sections as follows:

<table>
<thead>
<tr>
<th>TABS</th>
<th>QUALIFICATION SUBMITTAL SECTIONS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Table of Contents</td>
</tr>
<tr>
<td>Tab 1</td>
<td>Cover Letter</td>
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<td>Tab 2</td>
<td>Business Information</td>
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<td>Tab 3</td>
<td>Executive Summary and Project Delivery Method</td>
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<td>Tab 4</td>
<td>Staffing-Technical Resources and Project Experience</td>
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<td>Tab 5</td>
<td>Financial Stability</td>
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<td>Tab 6</td>
<td>Insurance</td>
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<td>Tab 7</td>
<td>Litigation History</td>
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<tr>
<td>Tab 8</td>
<td>Other Relevant Information</td>
</tr>
<tr>
<td>Tab 9</td>
<td>Proposed Fee and Rate Schedule</td>
</tr>
</tbody>
</table>

The DISTRICT recommends that respondents limit their Qualification Submittals to forty (40) pages. Each binder must contain the same information. Do not submit binders with alternate or multiple responses. Do not submit electronically.

For Consideration, the Qualification Submittals must be received no later than 2:00 PM, August 30, 2019, by the DISTRICT’S Purchasing Services office, addressed as follows:

RFQ No. 2020PW98 Architectural Design Services – Chino Instructional Building  
Chaffey Community College District  
Purchasing Services Department  
Attn: Kim Erickson, Executive Director, Business Services  
5885 Haven Avenue  
Rancho Cucamonga, CA 91737-3002

Clearly write the respondent’s name on the outside of the Qualification Submittal.

Respondents bear the full responsibility of delivering their Qualification Submittals to the designated office on time.
b. **SECTION CONTENTS**

**TAB 1: ** **Cover Letter**

- Identify the legal name of respondent.
- List the names and titles of individuals authorized to execute legal documents.
- Include a declaration that the Qualification Submittal is true and correct without any misrepresentations.
- Signed by an authorized individual of respondent.

**TAB 2: ** **Business Information**

- Legal name and address of company.
- Legal form of company (corporation, partnership, etc.).
- Names, addresses and phone numbers of corporate officers, or of all partners if a partnership.
- Name, phone number and mail address of the individual who will be responsible for the contract.
- The address and telephone number of the respondent’s office primarily responsible for providing services.
- Professional License(s) in California.
- State the number of years the firm has conducted business.

**TAB 3: ** **Executive Summary and Project Delivery Method**

- Provide a general description of services and method to satisfy the expectations of the DISTRICT, including:
  - General and technical approach to partner with the DISTRICT
  - Coordination
  - Programming
- In general, describe your experience with:
  - public works, especially state-funded projects for higher educational facilities
  - DSA
  - California Community Colleges

The DISTRICT recognizes that a respondent may disclose proprietary information to respond to this requirement. To the extent permitted by law, all proprietary information shall remain confidential as long as respondent clearly identifies it as such.

**TAB 4: ** **Staffing-Technical Resources and Project Experience**

(a) **Staffing, Key Personnel and Technical Support**

- General description of staffing resources including the total number of professional staff employed.
- Identify both the principal and project leader who will be primarily responsible for working with the DISTRICT.
• Provide an organizational chart, and identify responsibilities.
• Provide brief biographies of the individuals who will be working with the DISTRICT. Include professional licenses.
• Describe in-house resources such as computer capabilities, and software applications.

(b) Project Experience

• Describe how your experience and professional skills will fulfill the general expectations identified in this RFQ.
• Briefly describe any work completed for public entities, preferably California community college districts or other public higher educational entities.

- Describe your experience with the California Division of State Architect (DSA), the Uniform Building Code (UBC), applicable provisions of the California Code of Regulations (Titles 19 and 21), and the California Building Code (formerly Title 24 of the California Code of Regulations). This is mandatory.

- Include information and references that demonstrate operational knowledge and successful experiences in working with DSA.

- Include information and references that demonstrate operational knowledge and successful experiences in working with state-funded projects.

• Project Specific Experience of Respondent and Subconsultants: describe a minimum of five (5) projects completed, preferably within the last five (5) years, which demonstrate ability to satisfy the DISTRICT’S expectations for this Project.

- Project Name

- Owner and Contact Information, including title, telephone number, and e-mail address

- Building Use: preferably community college district or other public higher educational facilities

- Work Scope

- Schedule with Start and Completion Dates

- Staff, preferably same as those listed in RFQ Section 5.b.(4)(a)

- Include photos or other illustrations

- If applicable, explain in detail any failure to enter a contract for design services after selection; withdrawal of a proposal; termination or failure to complete a contract; debarment by any public entity; conviction for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction for violating any other federal or state law related to bidding or professional services performance; knowing concealment of any
deficiency in the performance of a prior contract; falsification of information or submission of deceptive or fraudulent statements in connection with a contract; willful disregard for applicable rules, laws or regulations.

- Information regarding any of the above, at the sole discretion of the DISTRICT, may deem to indicate an unsatisfactory performance record.

TAB 5: **Financial Stability**

Submit *at least one* of the following evidencing financial stability:

- A current report from any commercial credit rating service;
- A letter from a financial institution stating a current line of credit and credit rating;
- Latest CPA certified, audited financial statement and/or annual report.

All financial information will remain confidential and is not subject to public disclosure, if so requested.

TAB 6: **Insurance**

Respondent shall submit a certificate of insurance or a signed letter from its insurance company indicating ability to materially satisfy and provide insurance as required in Paragraph 3.20.10 of the attached Sample Design Professional Agreement.

**SUBMISSION OF A QUALIFICATION SUBMITTAL REPRESENTS THAT THE RESPONDENT SHALL MATERIALLY COMPLY WITH THE INSURANCE REQUIREMENTS IF SELECTED.**

TAB 7: **Litigation History**

Submit information concerning involvement in litigation, arbitration or mediation pertaining to any error and omission claims filed by your firm or against your firm in the last five (5) years.

TAB 8: **Other Relevant Information**

At its option, respondent may include other pertinent information regarding:

- Description of any current, uncompleted projects which demonstrate your company’s ability to satisfy the DISTRICT’S expectations for this Project.
- Record demonstrating efficient staffing and timely project completion within the allocated budget.
- Description of community involvement.
- Description of any previous involvement with the DISTRICT or any other community college districts.
TAB 9: **Proposed Fee and Rate Schedule**

Submit a preliminary proposal that includes the proposed Fee and Rate Schedule for professional services.
Project Description

In July of 2016, the State approved a final project proposal (FPP) that the District submitted for an instructional building on the Chino campus. The project was subsequently approved and is being funded effective with the 2019/20 fiscal year. The scope of this partially state-funded project includes the site development and construction of a new two-story, 35,323 gross square footage (GSF) instructional building. The building has a total of 22,960 assignable square footage (ASF) comprised of 6,900 ASF lecture, 3,660 ASF office, 6,500 ASF library, 2,500 ASF AV/TV, and 3,400 ASF other (meeting) spaces.

The state-developed anticipated time schedule for construction of this project is outlined below:

- Complete Preliminary Plans: 12/1/2019
- Start Working Drawings: 12/1/2019
- Complete Working Drawings: 8/1/2020
- DSA Final Approval: 4/1/2021
- Advertise Bid for Construction: 6/1/2021
- Award Construction Contract: 8/1/2021
- Advertise Bid for Equipment: 4/1/2022
- Complete Project: 10/1/2022

The total projected construction costs for this project are $22,525,410.
SAMPLE AGREEMENT

CHAFFEY COMMUNITY COLLEGE DISTRICT
DESIGN PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CHAFFEY COMMUNITY COLLEGE DISTRICT
AND
NAME

1. PARTIES AND DATE.

This AGREEMENT is made and entered on [date], by and between Chaffey Community College District ("DISTRICT"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 5885 Haven Avenue, Rancho Cucamonga, California 91737-3002, and [name] ("PROFESSIONAL"), with its principal place of business at [address]. DISTRICT and PROFESSIONAL are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Professional.

PROFESSIONAL offers to perform and assume responsibility for providing certain professional services required by DISTRICT on the terms and conditions set forth in this AGREEMENT. PROFESSIONAL represents that it is experienced in providing [services] to public clients, is duly licensed and qualified in the State of California to provide such services. PROFESSIONAL shall comply with the licensing laws of the State of California regarding the practice of [Architecture OR Engineering] in performing the services set forth in this AGREEMENT for the project.

2.2 Project.

DISTRICT desires to engage PROFESSIONAL to render such services as set forth in this AGREEMENT. DISTRICT’S RFQ-RFQ # and PROFESSIONALS written response thereto are incorporated herein by this reference.

3. TERMS AND CONDITIONS.

3.1 Scope of Services and Term of Agreement.

3.1.1 Scope of Services. All services shall be subject to, and performed in accordance with, this AGREEMENT, the Exhibits and any attachments to the Exhibits, and all applicable local, state and federal laws, rules and regulations.

PROFESSIONAL promises and agrees to provide all labor, materials, tools, equipment, reports, services, and all other incidental and customary work necessary to fully and adequately provide services to DISTRICT as specified in Exhibit “A”, attached hereto and incorporated by this reference. The services in Exhibit “A” may be modified by DISTRICT and PROFESSIONAL, as mutually agreed in a signed written amendment.
3.1.1.1  Definitions: Scope of Services Deliverables. For the purpose of this AGREEMENT, the following definitions apply:

(A) Construction Documents. The term "Construction Documents" shall mean the drawings, list of drawings, and specifications setting forth in detail the requirements for the construction of the Project, completed by PROFESSIONAL consistent with DISTRICT’S Divisions 0 and 1 tailored for the Project. The Construction Documents shall describe the quality, configuration, size and relationships of all components to be incorporated into the Project; shall be complete, coordinated and contain directions as will enable a competent contractor to carry them out; and shall be consistent with DISTRICT’S project program, if any, including the gross and assignable floor areas, construction budget and schedule.

Unless directed otherwise in writing by DISTRICT, the Construction Documents shall not be considered 100% complete until (1) all required agency and jurisdictional approvals have been received by PROFESSIONAL, and (2) the drawings and specifications have been signed and stamped by PROFESSIONAL or PROFESSIONAL’S appropriate subcontractor/subconsultant.

(B) Bid Documents. The term “Bid Documents” shall mean the documents furnished by DISTRICT, including without limitation the Construction Documents completed by PROFESSIONAL, for the purpose of obtaining bids from contractors to construct the Project.

3.1.2  Term of Agreement. The term of this AGREEMENT shall begin on __________ and end on __________.

3.1.2.1 Termination of Agreement. Either Party may terminate the whole or any part of this AGREEMENT at any time and without cause by giving written notice, one to the other, of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, PROFESSIONAL shall be compensated only for those services which have been satisfactorily rendered to DISTRICT, and PROFESSIONAL shall be entitled to no further compensation.

3.1.2.2 Effect of Termination. If this AGREEMENT is terminated as provided herein, DISTRICT may require PROFESSIONAL to provide all finished or unfinished documents and data and other information of any kind prepared by PROFESSIONAL in connection with the performance of services under this AGREEMENT. PROFESSIONAL shall be required to provide such document and other information within fifteen (15) days of the request. In the event this AGREEMENT is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.2  Responsibilities of Professional.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The services shall be performed by PROFESSIONAL or under its supervision. PROFESSIONAL will determine the means, methods and details of performing the services subject to the requirements of this AGREEMENT. DISTRICT retains PROFESSIONAL on an independent
contractor basis and not as an employee. PROFESSIONAL retains the right to perform similar or different services for others during the term of this AGREEMENT. Any additional personnel performing the services under this AGREEMENT on behalf of PROFESSIONAL shall also not be employees of DISTRICT and shall at all times be under PROFESSIONAL’S exclusive direction and control. PROFESSIONAL shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this AGREEMENT and as required by law. PROFESSIONAL shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. PROFESSIONAL shall perform the services expeditiously, within the term of this AGREEMENT, and in accordance with the project schedule as mutually agreed in a fully completed and approved Exhibit “A.” PROFESSIONAL represents that it has the professional and technical personnel required to perform the services in conformance with such conditions. In order to facilitate PROFESSIONAL’S conformance with the Schedule, DISTRICT shall respond to PROFESSIONAL’S submittals in a timely manner. Upon request of DISTRICT, PROFESSIONAL shall provide a detailed schedule of milestone dates and deliverables to meet the project schedule.

3.2.3 Conformance to Applicable Requirements. All work prepared by PROFESSIONAL shall be subject to the approval of DISTRICT.

3.2.4 Substitution of Key Personnel. PROFESSIONAL has represented to DISTRICT that certain key personnel will perform and coordinate the services under this AGREEMENT. Should one or more of such personnel become unavailable, PROFESSIONAL may substitute other personnel of at least equal competence upon approval of DISTRICT in a signed, written amendment to this AGREEMENT. In the event that DISTRICT and PROFESSIONAL cannot agree as to the substitution of key personnel, DISTRICT shall be entitled to terminate this AGREEMENT for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to DISTRICT, or who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the services or a threat to the safety of persons or property, shall be promptly removed from providing services by PROFESSIONAL at the request of DISTRICT. PROFESSIONAL’S key personnel for performance of this AGREEMENT are as named in Exhibit “B.”

3.2.5 District’s Representative. DISTRICT hereby designates [name], or his or her designee, to act as its representative for the performance of this AGREEMENT (“DISTRICT’s Representative”). DISTRICT’S Representative shall have the power to act on behalf of DISTRICT for all purposes under this Contract, except that DISTRICT’S Representative does not have the authority to amend this AGREEMENT. PROFESSIONAL shall not accept direction or orders concerning services from any person other than DISTRICT’S Representative or his or her designee.

3.2.6 Professional’s Representative. PROFESSIONAL hereby designates [name], or his or her designee, to act as its representative for the performance of this AGREEMENT (“PROFESSIONAL’S Representative”). PROFESSIONAL’S Representative shall have full authority to represent and act on behalf of PROFESSIONAL for all purposes
under this AGREEMENT. PROFESSIONAL’S Representative shall supervise and direct the services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this AGREEMENT.

3.2.7 Coordination of Services. PROFESSIONAL agrees to work closely and coordinate with DISTRICT’S staff in the performance of services, and shall be available to and shall coordinate its services with DISTRICT’S staff, contractors, consultants and other individuals providing services for design, construction, inspection, testing and similar industry work, at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. PROFESSIONAL shall perform all services under this AGREEMENT in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. PROFESSIONAL represents and maintains that it is skilled in the professional calling necessary to perform the services. PROFESSIONAL warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, PROFESSIONAL represents that it, its employees and subcontractors have all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this AGREEMENT. As provided for in the indemnification provisions of this AGREEMENT, PROFESSIONAL shall perform, at its own cost and expense and without reimbursement from DISTRICT, any services necessary to correct errors or omissions which are caused by PROFESSIONAL’S failure to comply with the standard of care provided for herein. Any employee of PROFESSIONAL or its sub-consultants who is determined by DISTRICT in its sole discretion to be unacceptable to DISTRICT for any reason shall be promptly removed from providing services by PROFESSIONAL and shall not be re-employed by PROFESSIONAL to perform any of the services under this AGREEMENT.

3.2.9 Laws and Regulations. PROFESSIONAL shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the services, including all Cal/OSHA requirements, and shall give all notices required by law. PROFESSIONAL shall be liable for all violations of such laws and regulations in connection with services. If PROFESSIONAL performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to DISTRICT, PROFESSIONAL shall be solely responsible for all costs arising therefrom. PROFESSIONAL shall defend, indemnify and hold DISTRICT, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this AGREEMENT, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. PROFESSIONAL shall not commence services under this AGREEMENT until it has provided evidence satisfactory to DISTRICT that it has secured all insurance required under this AGREEMENT. In addition, PROFESSIONAL shall not allow any subcontractor to commence work on any subcontract until it has provided
evidence satisfactory to DISTRICT that the subcontractor has secured all insurance required under this AGREEMENT.

3.2.10.2 Minimum Requirements. PROFESSIONAL shall, at its expense, procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the AGREEMENT by PROFESSIONAL, its agents, representatives, employees or subcontractors. PROFESSIONAL shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the AGREEMENT. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following:

1. General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);
2. Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and
3. Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. PROFESSIONAL shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this AGREEMENT or the general aggregate limit shall be twice the required occurrence limit;
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and
3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. PROFESSIONAL shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than $1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or PROFESSIONAL shall provide endorsements on forms supplied or approved by DISTRICT to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that:

1. DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the services or
operations performed by or on behalf of PROFESSIONAL, including materials, parts or equipment furnished in connection with such work; and

(2) the insurance coverage shall be primary insurance as respects DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PROFESSIONAL’S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of PROFESSIONAL’S insurance and shall not be called upon to contribute with it in any way.

(3) a waiver of subrogation is provided in favor of the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that:

(1) DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by PROFESSIONAL or for which PROFESSIONAL is responsible; and

(2) the insurance coverage shall be primary insurance as respects DISTRICT, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of PROFESSIONAL’S scheduled underlying coverage. Any insurance or self-insurance maintained by DISTRICT, its directors, officials, officers, employees, agents and volunteers shall be excess of PROFESSIONAL’S insurance and shall not be called upon to contribute with it in any way.

(3) a waiver of subrogation is provided in favor of the DISTRICT, its directors, officials, officers, employees, agents and volunteers.

(C) Workers’ Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against DISTRICT, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by PROFESSIONAL.

(D) All Coverages. Each insurance policy required by this AGREEMENT shall be endorsed to state that:

(1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to DISTRICT; and

(2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this AGREEMENT shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DISTRICT, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VIII, unless otherwise expressly approved by DISTRICT, licensed to do business in California, and satisfactory to DISTRICT.
3.2.10.7 Verification of Coverage. PROFESSIONAL shall furnish DISTRICT with original certificates of insurance and endorsements effecting coverage required by this AGREEMENT on forms satisfactory to DISTRICT. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by DISTRICT if requested. All certificates and endorsements must be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. PROFESSIONAL shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, PROFESSIONAL shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. DISTRICT agrees to pay PROFESSIONAL for all services satisfactorily rendered pursuant to this AGREEMENT, the Not-to-Exceed Sum of WRITTEN AMOUNT ($_____), billed as a Fixed Fee per Exhibit “A” OR in installments per the fee schedule in Exhibit “A” OR per PROFESSIONAL’S Rate Schedule which is attached hereto as Exhibit “B” and incorporated by this reference.

[OR (for A/E agreements) replace 3.3.1 with the following and modify as applicable:] DISTRICT agrees to pay PROFESSIONAL for all services satisfactorily rendered pursuant to this AGREEMENT, the Not-to-Exceed Sum of WRITTEN AMOUNT ($_____), billed on a Time and Materials (“T&M”) basis, per Exhibit “A” and per PROFESSIONAL’S Rate Schedule which is attached hereto as Exhibit “B” and incorporated by this reference. At the completion of the Design Development (“DD”) Phase of PROFESSIONAL’s work, PROFESSIONAL’s Compensation will be converted to an hourly T&M basis, Not-to-Exceed _____% of the revised Construction Budget at the completion of the DD Phase, as approved by DISTRICT, subject to modifications for scope changes and DISTRICT requested additive change orders during construction of the project.

3.3.1.1 Expenses. All direct and indirect expenses incurred in the performance of the above services are PROFESSIONAL’S responsibility, and PROFESSIONAL has included such expenses in its Fixed Fee and Hourly Rates. PROFESSIONAL will not be reimbursed for any of its expenses or any expenses of its subconsultants/subcontractors.
Subject to the Not-to-Exceed Sum, DISTRICT shall reimburse PROFESSIONAL for expenses in accordance with the Reimbursement Schedule attached hereto as Exhibit “C” and incorporated by this reference. PROFESSIONAL shall not be reimbursed for any expenses unless authorized in advance and in writing by DISTRICT in a fully completed and approved Exhibit “C.” PROFESSIONAL shall be reimbursed actual expenditures up to the maximum limit, in accordance with the Reimbursement Schedule. All reimbursable expenses are subject to verification and PROFESSIONAL shall supply paid invoices, receipts or other written proof of payment satisfactory to DISTRICT justifying the reimbursable expense. [OPTIONAL LANGUAGE: PROFESSIONAL will not be reimbursed for any expenses of its subconsultants, or entertainment costs or other unreasonable costs considered unallowable or excessive in ordinary course.]

3.3.2 Payment of Compensation. PROFESSIONAL shall submit to DISTRICT an itemized statement which indicates work completed or service hours rendered as appropriate. The statement shall describe the services provided through the date of the statement. DISTRICT shall review the statement and pay all approved charges thereon within 30 days of receiving such statement. The DISTRICT shall require that invoices submitted withhold 5% retention. The release of the 5% retention will be contingent upon owner’s receipt of all project closeout documentation required by DSA. The required reports shall be submitted to the DISTRICT as well as DSA on the latest approved DSA forms.

3.3.3 California Labor Code Requirements.

3.3.3.1 PROFESSIONAL is aware of the requirements of California Labor Code Sections 1720 et. seq. and 1770 et. seq., as well as California Code of Regulations, Title 8, Section 16000 et. seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, PROFESSIONAL agrees to fully comply with such Prevailing Wage Laws. DISTRICT shall provide PROFESSIONAL with a copy of the prevailing rates of per diem wages in effect at the commencement of this AGREEMENT. PROFESSIONAL shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at PROFESSIONAL’S principal place of business and at the project site. PROFESSIONAL shall defend, indemnify and hold DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon PROFESSIONAL and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
3.3.3.2 If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, PROFESSIONAL and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). PROFESSIONAL shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be PROFESSIONAL’S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.3.3.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be PROFESSIONAL’S sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against PROFESSIONAL or any subcontractor that affect PROFESSIONAL’s performance of services, including any delay, shall be PROFESSIONAL’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered PROFESSIONAL caused delay and shall not be compensable by the DISTRICT. PROFESSIONAL shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against PROFESSIONAL or any subcontractor.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. PROFESSIONAL shall maintain complete and accurate records with respect to all costs and expenses incurred under this AGREEMENT. All such records shall be clearly identifiable. PROFESSIONAL shall allow a representative of DISTRICT during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this AGREEMENT. PROFESSIONAL shall allow inspection of all work, data, documents, proceedings, and activities related to the AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this AGREEMENT shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL: COMPANY NAME
Name, Title
Street Address
Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Ownership and Use of Documents.

3.5.2.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of DISTRICT, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this AGREEMENT, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of DISTRICT. Although the official copyright in all Project Documents shall remain with PROFESSIONAL or other applicable subconsultants, the Project Documents shall be the property of DISTRICT whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project Documents, PROFESSIONAL shall provide to DISTRICT copies of all Project Documents required by DISTRICT. In addition, PROFESSIONAL shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of this AGREEMENT, and shall make copies available to DISTRICT upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, PROFESSIONAL shall make a reasonable effort to notify DISTRICT and provide DISTRICT with the opportunity to obtain the documents.

3.5.2.2 Right to Use. PROFESSIONAL grants to DISTRICT the right to use and reuse all or part of the Project Documents, at DISTRICT’S sole discretion and with no additional compensation to PROFESSIONAL, for the following purposes:

(A) construction of all or part of any work for which the Project Documents were made; and

(B) the repair, renovation, modernization, replacement, reconstruction or expansion of all or part of any work for which the Project Documents were made.

DISTRICT is not bound by this AGREEMENT to employ the services of PROFESSIONAL in the event such documents are used or reused for these purposes. DISTRICT shall be able to use or reuse the Project Documents for these purposes without risk of liability to PROFESSIONAL or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be
construed or interpreted to waive or limit DISTRICT’S right to recover for latent defects or for errors or omissions of PROFESSIONAL.

PROFESSIONAL shall not be responsible or liable for any revisions to the Project Documents made by any party other than PROFESSIONAL, a party for which PROFESSIONAL is legally responsible or liable, or anyone approved by PROFESSIONAL.

3.5.2.3 License. This AGREEMENT creates a non-exclusive and perpetual license for DISTRICT to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. PROFESSIONAL shall require any and all subcontractors and consultants to agree in writing that DISTRICT is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this AGREEMENT.

3.5.2.4 Right to License. PROFESSIONAL represents and warrants that PROFESSIONAL has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that PROFESSIONAL prepares or causes to be prepared pursuant to this AGREEMENT. PROFESSIONAL shall indemnify and hold DISTRICT harmless pursuant to the indemnification provisions of this AGREEMENT for any breach of this Section. PROFESSIONAL makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than PROFESSIONAL and provided to PROFESSIONAL by DISTRICT.

3.5.2.5 Confidentiality. All Project Documents, either created by or provided to PROFESSIONAL in connection with the performance of this AGREEMENT, shall be held confidential by PROFESSIONAL to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of DISTRICT, be used or reproduced by PROFESSIONAL for any purposes other than the performance of the services. PROFESSIONAL shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the services. Nothing furnished to PROFESSIONAL which is otherwise known to PROFESSIONAL or is generally known, or has become known, to the related industry shall be deemed confidential. PROFESSIONAL shall not use DISTRICT’S name or insignia, photographs of work in connection with the services under this AGREEMENT, or any publicity pertaining to the services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of DISTRICT.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this AGREEMENT.
3.5.4 **Attorney's Fees.** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this AGREEMENT, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 **Indemnification.**
   3.5.5.1 To the fullest extent permitted by law, PROFESSIONAL shall defend (with counsel of DISTRICT’s choosing), indemnify and hold the DISTRICT, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of PROFESSIONAL, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the PROFESSIONAL’s services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. PROFESSIONAL's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by PROFESSIONAL, the DISTRICT, its officials, officers, employees, agents, or volunteers.

   3.5.5.2 If PROFESSIONAL’s obligation to defend, indemnify, and/or hold harmless arises out of PROFESSIONAL’s performance of “design professional” services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, PROFESSIONAL’s indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the PROFESSIONAL, and, upon PROFESSIONAL obtaining a final adjudication by a court of competent jurisdiction, PROFESSIONAL’s liability for such claim, including the cost to defend, shall not exceed the PROFESSIONAL’s proportionate percentage of fault.

3.5.6 **Entire Agreement.** This AGREEMENT contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This AGREEMENT may only be modified by a written amendment, signed by both PROFESSIONAL and DISTRICT’S Vice President of Business Services.

3.5.7 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.5.8 **Time of Essence.** Time is of the essence for each and every provision of this AGREEMENT.

3.5.9 **District’s Right to Contract/Employ Other Professionals.** DISTRICT reserves right to employ other professionals and/or consultants in connection with this Project.
3.5.10 Successors and Assigns. This AGREEMENT shall be binding on the successors and assigns of the Parties.

3.5.11 Assignment or Transfer. PROFESSIONAL shall not assign, hypothecate, or transfer, either directly or by operation of law, this AGREEMENT or any interest herein without the prior written consent of DISTRICT. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions; Order of Succession. Since the Parties or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to PROFESSIONAL include all personnel, employees, agents, and subcontractors of PROFESSIONAL, except as otherwise specified in this AGREEMENT. All references to DISTRICT include its officials, officers, employees, agents, and volunteers except as otherwise specified in this AGREEMENT. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this AGREEMENT. All terms, exhibits, and references made in this AGREEMENT are meant to be complimentary. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

1. Amendment(s)
2. This AGREEMENT and Exhibits
3. Attachments to Exhibits

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this AGREEMENT shall be binding unless executed in writing and signed by both PROFESSIONAL and DISTRICT'S Vice President of Business Services.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this AGREEMENT is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
3.5.17 **Equal Opportunity Employment.** PROFESSIONAL represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.18 **Labor Certification.** By its signature hereunder, PROFESSIONAL certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the services.

3.5.19 **Authority to Enter Agreement.** PROFESSIONAL has all requisite power and authority to conduct its business and to execute, deliver, and perform the AGREEMENT. Each Party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective Party.

3.5.20 **Counterparts.** This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

### 3.6 Subcontracting.

3.6.1 **Prior Approval Required.** PROFESSIONAL shall not subcontract any portion of the work required by this AGREEMENT, except as expressly stated herein, without prior written approval of DISTRICT. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this AGREEMENT.

**INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE:**

**CHAFFEY COMMUNITY COLLEGE DISTRICT:**

By:  

____________________________  

**Signature**

Kim Erickson,  

Executive Director, Business Services  

**Typed or Printed Name & Title**

**PROFESSIONAL:**

By:  

____________________________  

**Signature**

**Typed or Printed Name & Title**
EXHIBIT A
SCOPE OF SERVICES

1. Attached and incorporated by reference is the proposal letter from Insert Proposal Info Here.
EXHIBIT B
PROFESSIONAL RATE SCHEDULE

Unless a Fixed Fee is established for a specific service in Exhibit “A”, PROFESSIONAL will be compensated for its services in accordance with the following rate schedule:

PROFESSIONAL: Firm Name

<table>
<thead>
<tr>
<th>Name, Title or Description</th>
<th>Hourly Rate</th>
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PROFESSIONAL’S SUBCONSULTANT/SUBCONTRACTOR: Firm Name

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<tr>
<th>Name, Title or Description</th>
<th>Hourly Rate</th>
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The above rates for PROFESSIONAL, and its subconsultants if any, will be adjusted annually in accordance with rate increases paid to personnel, subject to the limitation that the annual rate increase for an individual employee shall not exceed 3%.
EXHIBIT C
REIMBURSEMENT SCHEDULE

If and only if expressly provided in the AGREEMENT, DISTRICT shall reimburse PROFESSIONAL for expenses incurred in performing services in accordance with the following schedule:

**Transportation:**

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<tr>
<td>Rental Car</td>
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<td>Lodging</td>
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<td>Per Diem-Meals/Incidentals</td>
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*Mileage shall be reimbursed at the rate allowed by IRS regulation in effect on the service date incurred.

Any Transportation and related expenses for travel between PROFESSIONAL’S offices and travel between offices of PROFESSIONAL and offices of its subconsultants are not reimbursable. Transportation and related expenses shall be reimbursable only while traveling outside San Bernardino County.

**Reproduction & Transmittals:**

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The above Reproduction & Shipping expenses exclude reproductions for office use by PROFESSIONAL and its subconsultant(s) and expenses related to transmittals between PROFESSIONAL’S offices or between PROFESSIONAL and its subconsultant(s) offices.

**Fees Paid for Securing Approval of Jurisdictional Authorities:**

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