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Santa Ana College • Santiago Canyon College

February 12, 2026

RE: Request for Qualifications/Request for Proposal #RFQ/RFP 2526-398 – Districtwide On-Call Move Management Services

To Whom it May Concern:

The Rancho Santiago Community College District (“District”) is seeking a proposal from your firm (“Consultant”) to provide **Districtwide On-Call Move Management Services for a variety of projects** for Rancho Santiago Community College District.

Project and Site Description

The District seeks a qualified consultant to provide move management consulting services related to the relocation of furniture, equipment, staff and faculty. The selected consultant may provide services such as, but not limited to, development of a Move Plan, preparation of contract documents and move plan implementation for a variety of upcoming capital improvement construction and reconfiguration projects. Please note that any future move services are subject to prevailing wages and will be procured via a separate bidding process.

Qualifications

The purpose of this Request for Qualifications (“RFQ”)/Request for Proposal (“RFP”), is to obtain information that will allow the Rancho Santiago Community College District (“District”) to pre-qualify a limited number of firms to provide move management services (“Services”). Consultant shall have requisite experience in managing and coordinating all move types for projects and tasks of various sizes and magnitude. Consultant shall have demonstrated experience working with multiple types of stakeholders, departments and constituents. Consultant shall be organized and be an effective communicator and team player. All Consultants submitting a Statement of Qualifications (“Response”) and seeking to become a pre-qualified consultant with respect to Services should be extremely familiar with all applicable board policies and administrative procedures, education/government and any applicable public contract codes, industry guidelines especially as they apply to community college projects, and be capable of providing work product that will enable the District to strictly comply with said requirements.

Scope of Work and Deliverables:

The Consultant is expected to provide move management coordination activities and function as a point of contact on behalf of the District Office, reporting to the Facility Planning, District Construction and Support Services Department. The Consultant is expected to work with District staff and other project Consultants. There should be a single point of contact from the move coordination Consultant for each scheduled project move. This person should be available at all times as needed. The scope of services as defined below may include, but is not limited to:

- Provide 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
- Interact with building users, project managers, faculty, college staff, district employees, other users, project team members and architects involved with moves and necessary relocations for any applicable construction project or related to other capital facility projects
- Develop Move Plan(s) for each project and applicable relocations

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- 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 a move coordination team to outline project requirements
- Develop a detailed implementation schedule, project budget and communications plan
- Coordinate with furniture supplier(s) insuring space efficiency and proper layouts are verified and achievable
- Make recommendations with respect to existing furnishings, its condition, relocate and ability to install such
- Undertake and provide inventory of existing and any new furniture and equipment
- Verify furniture and equipment inventory, sizes, specifications, and needs of users/employees from existing location to new locations
- Communicate with District and/or its consultants, project managers or architects as needed to help determine if furniture and equipment can be appropriately relocated
- Assess and determine the amount of moving supplies (i.e. boxes) needed for the move
- Work with Purchasing and other District personnel to coordinate and identify asset management needs, inventory of furniture and equipment in keeping with the District's policies and procedures, may need to coordinate with District warehouse for any furniture/equipment inventory moves
- Coordinate and supervise all aspects of interior set-up, tear down, move/relocation, equipment and furniture requests as needed
- Work and coordinate with equipment installers and contractors as needed
- 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

- Develop a move schedule for all stakeholders as needed
- Move administration includes: pre-move conferencing, approvals of vendor contractor plans, pricing and schedules, facilitate meetings
- Ability to communicate this plan both verbally and in written format
- Project coordination and communication (determine any necessary signage needs, Department Coordination, project notes, request tracking, etc.)
- Hold meetings as needed with various stakeholders
- Track project expenditures against budget; review and verify contractor vendor requests for payment.

RFP Schedule

Event / Occurrence	Deadline
District Issues RFP	February 12, 2026
Deadline for Consultants to submit questions regarding this RFP	March 3, 2026 by 12:00pm
Deadline for Consultants to submit Proposal	March 20, 2026 by 12:00pm
District to interview Consultant(s) (Optional)	April 6 & 7, 2026
District Board of Trustees approves successful Consultant	May 11, 2026

Questions

All questions must be submitted in writing to FacilitiesRFP@rscgd.edu. The question deadline is indicated in the RFP Schedule above. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants via addendum.

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Projects Assignment Schedule and Personnel

On an as-needed basis, the selected Consultant shall provide move management services for a variety of projects of varying lengths and durations, such as but not limited to;

- 1) Orange Education Center Relocation: anticipated two year duration in two phases. Phase 1 anticipated in December 2026 and Phase 2 in December 2027 (may be earlier).
- 2) Centennial Education Center: multiple-phased project with schedule to be decided but anticipated in 2028.

The District is looking for Consultant staff that is on-call as needed and may have to work 3-5 days a week during peak period of the project. Duration of the contract is up to a maximum of f-year term. Number of hours are to be determined by the District based on needs.

Insurance Requirements

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. For detailed insurance requirements, refer to Exhibit H Consultant Services Agreement (specifically Article XIII.7). Prior to commencing any project, the selected firm must provide the District with certificates of insurance that includes the following: the Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s).

Proposal Submission

Please submit an electronic copy of your proposal (in 1 combined PDF file) via email to FacilitiesRFP@rscgd.edu, in accordance with the RFP schedule above. Your proposal shall include:

- Cover Letter and introduction, including the company name, address, telephone number, and email address of the person(s) authorized to represent the institution regarding all matters related to the proposal;
- Proposed Personnel/Team Member (include a resume of each team member);
- Exhibit A – Firm Information Form;
- Exhibit B – Firm Information Questionnaire;
- Exhibit C – Firm Experience; Provide a summary of Consultant’s relevant expertise and experience in move management consulting services. Consultant must demonstrate a minimum of five (5) years of relevant experience and professional success. Provide a minimum of five (5) completed projects including detailed descriptions of projects (particularly community college projects, if any) that the consultant has worked on within the last eight (8) years, which demonstrates relevant experience for projects of various size, type, and difficulty. Each project description should include the date(s) that the relevant move management services work was performed, the name, title, address, and telephone number of a contact person who can be contacted for verification of information provided by Consultant
- Exhibit D – Billing Rate Form;
- Exhibit E – Certification Form;
- Exhibit F – Statement of Non-Conflict of Interest;
- Exhibit G – Statement of Intent to Meet DVBE Participation Goals;
- Exhibit H – Professional Services Agreement – Consultant shall review a typical District agreement and provide any comments or objections to the Agreement in the Proposal. Consultants will be required to substantially accept the form Agreement including the indemnification provisions therein (Do not return template agreement with your response).

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Exhibit A – Firm Information Form

Background

Firm Name		Address	
Yr Est.	Phone	FAX	E-Mail

Principals/Officers to Contact:

Primary Contact	Title	Phone	E-Mail
Secondary Contact	Title	Phone	E-Mail

Is the firm authorized to do business in CA? Yes No
If Yes, on what basis? CA Corp CA Business License Other: _____

Any former address or parent company? Yes No
If Yes, please specify: _____

Type of Firm: Sole Owner Partnership Corporation
 Joint Venture Other: _____

DVBE Participant? Yes No

Experience

Professional Service Fees (indicate index number corresponding to fees received in each noted year):

2021
 2022
 2023
 2024
 2025

Index numbers for Professional Services Fees:			
1.	Less than \$50,000	5.	\$500,000-\$1M
2.	\$50,000-\$100,000	6.	\$1M-\$2M
3.	\$100,000-\$250,000	7.	\$2M-\$5M
4.	\$250,000-\$500,000	8.	Greater than \$5M

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Total Number of Years in Business: _____

Personnel

Total Number of Personnel: _____

List in-house expertise/services other than the primary discipline*.

	Name of Proposed Consultant	License/Discipline/ Education Degree	Years of Experience	
			Total Work Experience	Community College Work
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

*Use additional sheets if necessary

Exhibit B – Firm Information Questionnaire

Firm Name _____

ANSWER THE FOLLOWING QUESTIONS

1. Is the company or its owners connected with other companies as a subsidiary parent, affiliate, or holding company?
 Yes No

If yes, explain on a separate, signed sheet.

2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer?
 Yes No

If yes, explain on a separate, signed sheet.

3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?
 Yes No

4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative, or other contracting party and which required completion by another party?
 Yes No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date, and reason for termination/dispute.

5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?
 Yes No

If yes, explain on a separate, signed sheet.

6. Has the company ever had arbitration on contracts in the past five (5) years?
 Yes No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description, and final resolution.

7. Has your firm, or an individual from your firm providing services for a project, ever been terminated for convenience or cause from a project, by either school district, College, CCD, public agency, or client?
 Yes No

If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, and brief description of the situation.

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8. Has your firm ever worked with the District in the past 8 years?

Yes No

If yes, provide detail on a separate sheet; state the project name, the service that was provided, and the scope of the project work. Who was your company's main day to day representative on the project and who was the District's main day to day point of contact for the District?

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature:	_____	Title:	_____
Print Name:	_____	Date:	_____
	_____		_____

Exhibit C – Firm Experience

Format of “Firm Experience” at discretion of Consultant

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Exhibit E – Certification Form

I certify that I have read and received a complete set of documents including the instructions for submitting a Statement of Qualifications (“SOQ”) in response to the attached Request for Qualifications. I further certify that I am submitting five (5) original copies, and one (1) CD containing a complete, single-document PDF version of the firm’s SOQ in response to this request and that I am authorized to commit the firm to the SOQ submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

SIGNATURE

TYPED OR PRINTED NAME

TITLE

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

DATE

If you are a corporation, please
provide your corporate seal here*.
** due to electronic submittal, a scan is acceptable*



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Exhibit F – Statement of Non-Conflict of Interest

The undersigned, on behalf of the consulting firm set forth below (the “Consultant”), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District (“the District”).

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District’s Governing Board (“Board”), selection committee members, any members of Citizens’ Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFQs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the “interested vendors” list.

SIGNATURE

PRINTED NAME

TITLE

DATE

IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.

(1) Consultants are required to disclose any Consultant’s employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all “dual employees” disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the “dual employee” for the Consultant and the specific duties and responsibilities of the “dual employee” relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the “dual employee” violating BP 7004 or Government Code §1126(a).

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Exhibit G – 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.

Set forth below is a list of the anticipated participation of DVBEs which _____ (the “Consultant”) intends to use as part of its Agreement for Services, School Facilities Improvement Program (the “Program”). Although it is not specifically required, you are encouraged to include DVBE participation.

Prior to, and as a condition precedent for, final payment under the Agreement for the Program, the Consultant shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, so that the District can assess its success in meeting the 3 percent goal.

The Consultant anticipates: (a) that _____ percent of the total dollar amount awarded to the Consultant shall be paid to DVBEs and (b) using the following DVBE Sub-Consultants:

Names of Sub-consultants:

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Exhibit G – Professional Services Agreement (Template)

See Attached Pages

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CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is made and entered into as of <DATE> , between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, (“District”), and XXXXX (“Consultant”). The District and the Consultant are sometimes referred to herein as a “Party” and collectively as the “Parties”. This Agreement is entered into with reference to the following facts:

WHEREAS, District requires specialized services and/or advice in connection with certain consulting, financial, economic, accounting, estimate and/or administrative matters where such services and advice are not available to the District without cost either internally or from other public agencies;

WHEREAS, Consultant is specially experienced and competent to provide to the District certain specialized services and/or advice described in Exhibit A to this Agreement (“Services”); and

WHEREAS, District desires to retain the Consultant to complete the Services upon the terms of this Agreement; and

WHEREAS, Consultant has indicated its willingness and commitment to provide its specialized services and/or advice to the District on the terms hereinafter set forth in this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES AND RESPONSIBILITIES

- 1.1. Services. Consultant shall provide all work, labor, services, equipment necessary to perform, provide and complete the Services described in Exhibit A which is attached hereto and incorporated herein by this reference. If there is any conflict or inconsistency between a proposal or similar document attached, referenced or incorporated into Exhibit A, and the terms of this Agreement, the terms of this Agreement shall be control and govern.
- 1.2. Agreement Term. The Term of this Agreement shall begin <DATE> and shall terminate on <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 expiration of the Term set forth above, the Term of this Agreement shall automatically terminate as of the date of the District’s acceptance of the Services provided by the Consultant as being complete.
- 1.3. Consultant’s Certifications, Representations and Warranties. Consultant makes the following certifications, representations, and warranties for the benefit of the District and Consultant acknowledges and agrees that the District, in deciding to contract with the Consultant to provide the Services subject to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the Term of this Agreement and the course of Consultant’s completion of Services under this Agreement:
 - 1.3.1. Consultant Qualifications. Consultant is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, the Consultant and/or the Consultant’s personnel possess all licenses, certifications and/or governmental approvals/permits required to complete the Services.
 - 1.3.2. Personnel Qualifications. All personnel assigned by the Consultant to complete any Services under this Agreement are qualified, experienced and capable of completing the tasks assigned.
 - 1.3.3. Consultant Resources. The Consultant represents that in addition to personnel resources the Consultant possesses all other resources, including without limitation, financial, administrative, tools and equipment necessary to complete the Services and other Consultant obligations under

this Agreement.

- 1.3.4. Compliance With Laws. Consultant, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.
- 1.3.5. Compliance with Board Policies and Administrative Regulations. At all times when the Consultant's personnel are on District property, all personnel shall comply with all applicable Board Policies and Administrative Regulations implementing Board Policies. Personnel violating Board Policies or Administrative Regulations are subject to all remedies established therein, including removal from District property.
- 1.4. Consultant Standard of Care. Consultant will perform its Services hereunder: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar Services; and (iii) the terms of this Agreement. The Consultant will furnish, at its expense, those Services that are set forth in this Agreement and Exhibit A and represents that the Services described in Exhibit A are within the technical and professional areas of expertise of the Consultant or any sub-consultant the Consultant has engaged or will engage to perform the Services. If the District requests the Consultant to provide Services in addition to, or different from, the Services described in Exhibit A, the Consultant shall advise the District in writing if any such requested Services, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant.
- 1.5. Project Design/Construction. If the Services under this Agreement are in connection with the design or construction of buildings, infrastructure facilities or other improvements (hereinafter referred to singularly as a "Project" and collectively as the "Projects"), the Consultant shall not be responsible for acts and/or omissions of any other party or parties involved in the design or construction of a Project. The Consultant is not authorized to modify, waive, eliminate, or add any requirement to the specifications or other contract documents of Projects, nor to approve or accept any portion of the construction work, unless specifically authorized in writing by the District or its authorized representative. The Consultant shall not have the right to reject or to stop work of Projects, except for such periods as may be required to conduct sampling, testing or inspection of work to complete Services subject to this Agreement. The foregoing notwithstanding, the Consultant's instruments of services or other work product completed as part of the Services under this Agreement shall be completed timely and accurately; the Consultant is responsible for losses, damages or other costs incurred by the District as a result of untimely completed or inaccurate instruments of service or work product provided under this Agreement.
- 1.6. Consultant Representative; District Representative. The Consultant shall coordinate and perform all Services under this Agreement through the District's authorized representative. The Consultant shall designate a senior management employee as the Consultant Representative under this Agreement. The Consultant Representative shall have authority to bind and commit the Consultant. Communications of the District to the Consultant Representative are deemed communications to the Consultant.
- 1.7. Cost Effective Completion of Services. The Consultant shall complete Services in a cost-effective manner. If compensation to the Consultant is based on the time of the Consultant's personnel to complete Services, the Consultant shall assign the most cost-effective personnel with appropriate skills, knowledge and experience to complete Services assigned.
- 1.8. Labor Code Public Works Compliance.
 - 1.8.1. DIR Contractor Registration. If the nature of any portion of the Services subject to this Agreement is within the scope of "public works" as defined in Labor Code §1720, the Consultant

and any Sub-Consultants shall, at all times during the Term of this Agreement, be registered with the California Department of Industrial Relations (“DIR”) pursuant to Labor Code §1725.5. If DIR registered contractor requirements are applicable, failure of the Consultant or a Sub-Consultant to comply with such requirements shall be an event of Consultant Default and grounds for termination for cause.

- 1.8.2. Prevailing Wage Rates; Certified Payroll Records. If DIR contractor registration requirements apply to any portion of the Services, all of the personnel of the Consultant and any Sub-Consultant completing Services subject to DIR contractor registration shall be paid not less than the prevailing wage rate established for the Services completed. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Division of Labor Standards Enforcement (“DLSE”). If any of the Services require the Consultant to pay its personnel prevailing wage rates, the Consultant shall be subject to all penalties and assessments established by law for violation of prevailing wage rate obligations.
- 1.8.3. Certified Payroll Records. If prevailing wage rate requirements apply to any portion of the Services the Consultant and Sub-Consultants shall furnish certified payroll records as required pursuant Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) on such forms and in such format as prescribed by the Labor Commissioner.
- 1.9. Consultant Employees; Sub-Consultants. All Services shall be completed by personnel employed by the Consultant unless Sub-Consultants to the Consultant are accepted in advance by the District for completing specific portions of the Services. The completion of any Services by personnel who are not employed by the Consultant and/or accepted in advance by the District is a material default of the Consultant under this Agreement. The Sub-Consultants accepted by the District are identified in Exhibit A hereto. During the Consultant’s completion of Services, the Consultant may request the District accept a Sub-Consultant not identified in Exhibit A to complete a portion of the Services. If the District accepts such a Sub-Consultant, the Consultant’s use of such a Sub-Consultant to complete a portion of the Services is subject to an amendment to this Agreement setting forth the District accepted Sub-Consultant and the portion of the Services to be completed by the District accepted Sub-Consultant. Notwithstanding completion of any portion of the Services by employees of the Consultant and/or by District accepted Sub-Consultants, the Consultant is responsible for Services completed by the Consultant’s employees or Sub-Consultants.

ARTICLE 2. COMPENSATION TO THE CONSULTANT

- 2.1. Services Contract Price. The compensation due from the District to the Consultant for completing the Services and other Consultant obligations under this Agreement is set forth in Exhibit A attached hereto (“Services Contract Price”). The Services Contract Price is the full amount due from the District to the Consultant under this Agreement. The Services Contract Price includes the Consultant’s fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Services, travel of Consultant personnel and others completing the Services to and from their respective offices/homes and the District’s campuses and the District’s Administrative Offices, travel within the Counties of Ventura, Los Angeles, Orange and Riverside, costs, expenses or other charges for completing Services; materials, equipment and other items necessary to complete the Services, profit and administrative and overhead costs (including without limitation insurance premium costs).
- 2.2. District Allowance. If indicated in Exhibit A the Services Contract Price includes a District Allowance in the amount set forth in Exhibit A. Use of the District Allowance is in the sole and exclusive discretion of the District; any use of a portion of the District Allowance will be for the purposes of the District Allowance set forth in Exhibit A. The Consultant shall not be entitled to payment or receipt

of any portion of the District Allowance unless the District notifies the Consultant in writing of the District's authorization to use a portion of the District Allowance for the purposes described in such written authorization. If the District approves the use of any portion of the District Allowance pursuant to the foregoing, the Consultant may submit billings for payment of the authorized District Allowance pursuant to Article 2.5 below. If, upon completion of the Services, any portion of the District Allowance is not utilized, such unused portion of the District Allowance shall be deemed deducted from the Services Contract Price.

- 2.3. Additional Services. If the District authorizes the Consultant to complete any Additional Services, payment from the District to the Consultant for District authorized Additional Services shall be in accordance with the District's written Additional Services Authorization.
- 2.4. Reimbursable Expenses. The District may, in the sole discretion of the District, make payment of expenses incurred by the Consultant to complete Services ("Reimbursable Expenses"). Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article 2.4. The Consultant's mileage and travel time shall not be considered as a Reimbursable Expense. The descriptive categories of expenses that may be considered for reimbursement are as follows: (i) reproduction of reports and/or other documents in excess of the copies required by this Agreement or by Exhibit A; (ii) fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this Agreement; (iii) cost of Sub-Consultants approved in advance by the District; and (iii) other District requested items.
- 2.5. Consultant Billings for Payment of the Services Contract Price. Consultant shall submit one (1) invoice monthly to the District payment of the Services Contract Price due for the Services completed in the prior month and Reimbursable Expenses (if any). Consultant billings may include portions of the District Allowance that have been approved in advance by the District.
 - 2.5.1. Services Contract Price Based on Personnel Time. If the Services Contract Price is based on Consultant personnel time to complete Services, billings for the Services Contract Price must reflect the date of the Service, identify the individual performing the Service, state the hours worked and rate charged, and describe the Service performed. If any of the billing invoices incorporate overtime/premium time payments for Consultant personnel, payment for the overtime/premium time for Consultant personnel time is expressly conditioned on: (i) the District's prior written authorization for Consultant personnel to complete Services on an overtime/premium time basis; and (ii) a copy of the District written authorization is included with the billing invoice.
 - 2.5.2. Services Contract Price Based on Lump Sum, Fixed Price. If the Services Contract Price is based on a lump sum, fixed price, billings for the Services Contract Price shall detail the portion of the Services Contract Price requested based on the actual percentage completion of the Services.
 - 2.5.3. Additional Services. The Consultant's monthly billing invoices may include payment requests for District authorized Additional Services completed in the prior month. Billing invoices requesting payment for Additional Services must reflect the compensation for the Additional Services established in the District's Additional Services Authorization and must include a copy of the Additional Services Authorization. No payments will be made by the District to the Consultant for monthly invoices requesting Reimbursable Expenses or Additional Services without the prior written authorization of the District. The District's prior written authorization is an express condition precedent to any payment by the District for Additional Services or Reimbursable Expenses and no claim by the Consultant for additional compensation related to Additional Services or Reimbursable Expenses shall be valid without prior written approval by the District.
 - 2.5.4. Reimbursable Expenses. Billing invoices requesting payment for Reimbursable Expenses

incurred during the prior month must clearly list expense items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the District's Reimbursable Expenses Authorization.

- 2.6. District Payments. The District will make payment of the undisputed amount due on billing invoices within forty-five (45) days of the District's receipt of a billing statement.
- 2.7. District Right to Withhold. The District may withhold payment of any portion of the Services Contract Price if the District reasonably determines: (i) there are defects, deficiencies or other failure of the Services comply with the requirements of this Agreement; (ii) that the Consultant has failed to make payments due employees, independent contractors, contractors or vendors for work, labor, materials or services provided to the Consultant for completion of the Services, including penalties/assessments for prevailing wage rate violations, if applicable; (iii) the Consultant in default of its obligations under this Agreement; or (iv) the District has, or may, sustain damages, losses or other costs as a result of the Consultant's errors or omissions in completing Services, negligent, grossly negligent or willful conduct of the Consultant or its personnel and/or failure of the Consultant to timely complete Services. Any portion of the Services Contract Price withheld by the District pursuant to the foregoing shall be disbursed to the Consultant only after: (i) the cause(s) for the District's withhold of the Services Contract Price has/have been remedied; and (ii) after deducting District losses, damages, or other costs incurred as a result of the cause(s) for the District's withhold of the Services Contract Price.
- 2.8. Consultant Payments; Consultant Responsibilities. The Consultant is solely responsible for the timely and full payment due its personnel and Sub-Consultants, if any. If any of the Services are subject to the payment of prevailing wage rates, the Consultant shall comply with such requirements without adjustment of the Services Contract Price. The Consultant is solely responsible for classification of its personnel as employees or independent contractors and for any liability, penalty or assessment arising out of misclassification of personnel as employees or independent contractors.

ARTICLE 3. TERMINATION: SUSPENSION

- 3.1. 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. The party initiating termination rights pursuant to the foregoing ("Non-Breaching Party") shall have the sole discretion to permit or not to permit the party in default ("Defaulting Party") an opportunity to cure the Defaulting Party defaults by completing cure requirements established by the Non-Breaching Party. Such termination shall be effective the seventh (7th) day following the date of the written termination notice, unless the Non-Breaching Party establishes cure actions to be completed by the Defaulting Party and the Defaulting Party immediately commences required cure actions and diligently thereafter prosecutes such cure actions 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 Services Contract Price due the Consultant, if any, shall be based upon Services, authorized Additional Services, and authorized Reimbursable 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 Services 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. 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 Services, authorized Additional Services, and authorized Reimbursable Expenses.

- 3.2. 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 agree 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.
- 3.3. Consultant Obligations upon Termination. Upon the District's exercise of the right of termination under Article 3.1 or 3.2, the Consultant shall take such action as directed by the District relating the Services under this Agreement. If the Services are in connection with a Project, the Consultant shall complete such Services as directed by the District. Within ten (10) days of the effective date of the termination of this Agreement pursuant to Article 3.1 or 3.2, the Consultant shall assemble and deliver all Services Records to the District.
- 3.4. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Services under this Agreement by written notice to the Consultant. If the District directs suspension pursuant to the foregoing, the Consultant shall resume and complete Services as directed by the District. The Services Contract Price shall not be subject to adjustment for any suspension directed by the District hereunder, unless the period of suspension directed by the District exceeds sixty (60) consecutive days and such suspension is not caused by: (i) the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants or (ii) events beyond the reasonable control of the District. If the suspension directed by the District exceeds sixty (60) consecutive days, adjustment of the Services Contract Price shall be limited to substantiated increased costs of completing Services which are the direct result of the District's direction to suspend.
- 3.5. 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 until such undisputed payment is received. In such event, Consultant shall not be responsible for the delay, if any, in completing the Services which directly result from the Consultant's suspension hereunder.

ARTICLE 4. DISPUTES

- 4.1. Continuation of Consultant Services. Except in the event of the District's failure to make payment of an undisputed invoice due Consultant under this Agreement, notwithstanding any disputes between District and Consultant hereunder or in connection with the Services, 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 in accordance with the terms hereof pending a subsequent resolution of such disputes.
- 4.2. 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 JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Industry Mediation Rules or Commercial Mediation, as applicable, 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 Article 4.3 below.

- 4.3. Binding 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 Article 4.2 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 District's administrative offices. The award rendered by the Arbitrator(s) ("Arbitration Award") 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. If the Arbitration Award does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 the Arbitration Award 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 Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration 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. If the Services under this Agreement are provided in connection with a Project, 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 or the Services provided by or through the Consultant hereunder, 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.
- 4.4. Consultant Compliance with Government Code §900 et seq. All claims, demands, disputes, disagreements or other matters in controversy which may be asserted by the Consultant against the District in a Demand for Arbitration filed pursuant to Article 4.3 above is deemed a "suit for money or damages" under Government Code §900 et seq. An express condition precedent to the Consultant's commencement of arbitration proceedings under Article 4.3, is the Consultant's compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946.
- 4.5. 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) the Consultant 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.

ARTICLE 5. SERVICES RECORDS

- 5.1. District Property. All materials, work product, documents, drawings, samples, and other items of a tangible nature (whether in any form or medium) prepared by or on behalf of the Consultant under this Agreement (collectively "Services Records") are the property of the District.
- 5.2. Consultant Responsibilities. Upon completion of the Services under this Agreement, the Consultant shall deliver all Services Records to the District. The Consultant acknowledges that assembly and delivery of all Service Records to the District is a material obligation of the Consultant hereunder. If the Consultant fails or refuses to deliver all Services Records, the District may deduct and retain from

the Services Contract Price such amount reasonably determined by the District as necessary to reproduce or recreate any Services Records not delivered to the District pursuant to the foregoing.

- 5.3. Limitations on Consultant Use of Services Records. The Consultant may, at the sole cost and expense of the Consultant, reproduce and retain the Services Records solely and exclusively for archival or reference purposes. The Consultant shall not use, re-use or reproduce any portion of the Services Records for any other purposes without the prior written consent of the District, which may be granted, conditioned or rejected in the sole reasonable discretion of the District.

ARTICLE 6. CONSULTANT ACCOUNTING RECORDS

- 6.1. General. Regardless of the manner by which the Services Contract Price is determined, the Consultant shall maintain books and records of identifying personnel completing Services and substantiating materials for authorized Reimbursable Expenses (“Accounting Records”). All Accounting Records pertaining to costs or expenses to complete services shall be maintained in accordance with generally accepted accounting practices applied in a consistent manner.
- 6.2. Consultant Maintenance of Accounting Records. The Consultant shall maintain all Accounting Records for not less than three (3) years after the completion of Services or earlier termination of this Agreement.
- 6.3. District Rights to Accounting Records. The Consultant shall permit the District to inspect and/or reproduce any portion of the Accounting Records upon reasonable advance written request of the District.

ARTICLE 7. INDEMNITY AND INSURANCE

- 7.1. Consultant Indemnity. To the fullest extent permitted by California law, the Consultant shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, Board of Trustees and members of the Board of Trustees (“Indemnified Parties”) from any and all actions/causes of action (including without limitation, those arising out of judicial, administrative, arbitration or other similar proceedings), assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities, losses, expenses, fines, penalties, responsibilities or violations (collectively “Claims”) resulting from personal/bodily injuries, death of persons, damage to property or other losses/damages and which arise out of the negligent, grossly negligent or willful conduct of the Consultant, its directors, officials, officers, employees, contractors, independent contractors, consultants, sub-consultants, representatives or agents (collectively “Indemnitors”). The Indemnitors’ obligations pursuant to the foregoing are limited by the Indemnitors’ proportionate liability for Claims but shall not be limited by the availability of insurance coverage or the coverage limits of any policy of insurance. The foregoing obligations shall survive expiration of the Term of this Agreement or the earlier termination of this Agreement until barred by the applicable Statute of Limitations.
- 7.2. Consultant Insurance. The 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 with the minimum coverage limits set forth below.
- 7.2.1. Workers Compensation and Employers Liability Insurance. The Consultant shall obtain: (i) Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts may be liable.; and (ii) Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by the Consultant. The Employer’s Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers’ Compensation Insurance.
- 7.2.2. Commercial General Liability, Automobile Liability and Property Insurance. The Consultant

shall obtain Commercial General Liability and Property Insurance as covering the following types of claims: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims arising out of injury to or destruction of property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (v) products/completed operations and (vi) contractual liability insurance applicable to the Consultant's obligations under this Agreement.

- 7.2.3. Automobile Liability Insurance. If the Consultant's Commercial General Liability policy of insurance does not include coverage for claims of personal injury, death of persons or property damage arising out of use, ownership, maintenance of owned, leased or hired motor vehicles, the Consultant shall obtain a separate Automobile Liability policy of insurance.
- 7.2.4. Professional Liability Insurance. The Consultant shall obtain professional liability insurance covering liabilities of the Consultant arising out of the performance of Services under this Agreement. The Consultant's Professional Liability insurance policy shall be issued on a "Claims Made" basis and shall include "tail" claims coverage for not less than five (5) years after the completion of Services or the earlier termination of this Agreement.
- 7.2.5. Sub-Consultant Insurance. If the District consents to any completion of any portion of the Services by a Sub-Consultant to the Consultant, the Sub-Consultant shall obtain policies of insurance with the minimum coverage limits set forth herein.
- 7.2.6. Insurance Requirements. The General Liability and Automobile Liability policies of the Consultant and Sub-Consultant, if any, 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. All policies of insurance shall provide that not less than thirty (30) days' written notice shall be given to the District prior to cancellation or material modifications. The Consultant and Sub-Consultants, if any, shall not provide Services until Certificates of Insurance evidencing the required policies of insurance with the minimum coverage limits are delivered to the District and accepted by the District. If the Consultant fails to secure or maintain any policy of insurance required hereunder such failure is deemed a default of the Consultant under this Agreement.
- 7.2.7. Minimum Coverage Limits. The minimum coverage limits for policies of insurance of the Consultant and Sub-Consultants, if any, are:

Consultant Insurance Requirements	
Policy Insurance	Minimum Policy Limits
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$3,000,000)
Sub-Consultant Insurance Requirements	
Policy Insurance	Minimum Policy Limits
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)

ARTICLE 8. ADDITIONAL SERVICES

- 8.1. Initiation of Additional Services. Additional Services may be initiated by: (i) by the Consultant’s written notice to the District, if the Consultant believes there is a need for Additional Services required due to circumstances beyond the Consultant’s control and necessary in the Consultant’s professional judgement; or (ii) by the District’s written authorization. The scope of Additional Services and compensation to the Consultant for Additional Services shall be negotiated and approved in writing by the District before Consultant performs such Additional Services. The Consultant shall not be entitled to any compensation for performing Additional Services completed without prior District written authorization.
- 8.2. Additional Services. Additional Services are Services in addition to or different from the Services described in Exhibit A. Additional Services may include:
 - 8.2.1. Revised Reports. Making material revisions in reports or other similar materials when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such reports that could not have been reasonably foreseen by the Consultant.
 - 8.2.2. Project Documentation. If the Services under this Agreement are in connection with a Project, 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 negligent, grossly negligent or willful conduct of Consultant or failure of the Consultant to provide Services in accordance with the terms of this Agreement.
 - 8.2.3. Other Services. Providing any other services not otherwise included in this Agreement or the scope of Services described in Exhibit A and which are not customarily furnished as part of the Services.

ARTICLE 9. MISCELLANEOUS

- 9.1. Consultant Personnel.

- 9.1.1. Key Personnel. Consultant shall not change any of the key personnel listed in Exhibit A unless said personnel cease to be employed by Consultant. In such event, the Consultant shall give the District advance written notice of any change of key personnel. The Consultant's proposed replacement of any key personnel shall be subject to District acceptance of the proposed replacement personnel. The District may request an interview of the proposed replacement personnel. The Consultant has been selected to complete the Services based on the skills and expertise of the Consultant's key personnel. Services under this Agreement shall be performed only by the key personnel or personnel of the Consultant under the direct supervision and control of key personnel. Consultant shall conform to District's reasonable requests regarding assignment of personnel.
- 9.1.2. Replacement Personnel. The District shall have the right to request replacement of key personnel or any other personnel assigned by the Consultant to complete Services. If the District requests the Consultant replace any key personnel, the Consultant shall immediately replace such key personnel with interim replacement personnel. Within five (5) days after the District's request for the Consultant to replace any key personnel, the Consultant shall submit proposed replacement personnel for the District's review and acceptance. District accepted replacement personnel shall be assigned by the Consultant to complete Services within five (5) days after the District's written notice to the Consultant of the District's acceptance of the proposed replacement personnel. Consultant agrees that reassignment of any of personnel to complete Services shall only be with other professional personnel who have equivalent experience and shall be subject to prior District written approval. 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.
- 9.1.3. Sub-Consultant Personnel. If the District approves the completion of any Services by a Sub-Consultant, the Consultant shall be responsible for: (i) all Services completed by a Sub-Consultant; (ii) verifying that only skilled, knowledgeable and experienced personnel are assigned by Sub-Consultants to complete Services; and (iii) the conduct of the Sub-Consultant's personnel.
- 9.2. 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 assigned by the Consultant to complete Services. 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.
- 9.3. Independent Contractor. The Consultant is an independent contractor to the District in performing the Services and other Consultant obligations under this Agreement. Consultant and its personnel shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District.
- 9.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 9.5. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
- 9.6. Binding Agreement; No Assignment. This Agreement and the terms hereof are binding on the assigns and successors of the District and the Consultant. The Consultant shall not assign this Agreement or any rights/obligations of the Consultant under this Agreement without the prior written consent of the District which may be granted, conditioned or denied in the sole discretion of the District.
- 9.7. Governing Law; Interpretation. This Agreement shall be governed and interpreted by the laws of the State of California. This Agreement shall be liberally construed to effectuate the intention of the

Parties with respect to the transaction described herein and the subject matter hereof. 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 interpreted against either Party; this Agreement shall be construed and interpreted in accordance with the fair meaning of its terms.

- 9.8. Counterparts; Effectiveness of Agreement. 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. The District may require electronic/digital execution of this Agreement in accordance with standards established in Government Code §16.5. Notwithstanding execution of this Agreement on behalf of the Consultant and the District, this Agreement shall not be binding on or enforceable against the District until this Agreement is approved or ratified by the District's Board of Trustees in an open public meeting of the Board of Trustees conducted in accordance with applicable law.
- 9.9. 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 Services under this Agreement
- 9.10. Severability. If any portion of this Agreement determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.
- 9.11. Amendments. Neither amendments to nor modifications of this Agreement shall be effective unless in writing and signed by an authorized employee of the Consultant and the District Representative.
- 9.12. 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:
- 9.12.1. 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.
- 9.12.2. 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.
- 9.12.3. Tobacco Prohibited. Use of tobacco or tobacco products in any form (smoking, chewing, etc.) is prohibited at all times on any District property.
- 9.12.4. 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.
- 9.12.5. 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.
- 9.13. Consultant Personnel Fingerprinting; Education Code §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.

- 9.14. 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 charges in effect for the general public and compliance with all parking rules and regulations. Parking charges in District parking lots are not Reimbursable Expenses.
- 9.15. Images; District Name. 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 prior written consent of the District which may be granted, conditioned or denied in the sole discretion of the District. The Consultant shall not use the District name, any name of a District College, Education Center or other District facility or District logo in any materials of any kind, nature or description, exception in connection with completing Services under this Agreement.
- 9.16. Notices. All notices or demands to be given under this Agreement by either Party to the other shall be effective only if in writing and delivered by: (i) personal service; or (b) by U.S. Mail, Certified Return Receipt Requested, with postage fully prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after the postmark date. Notices shall be address and delivered as follows:

If to District:

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

If to Consultant:

- 9.17. COVID-19.
- 9.17.1. Covid-19 Safety Protocols. Consultant, and all personnel providing Services under this Agreement who are present on District property, shall at all times while on District property, comply with all applicable federal, state, and local directives, ordinances, laws, health orders rules, regulations or guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19 safety protocols. This may require scheduling access to District property by appointment, proof of vaccination status and/or FDA approved/authorized COVID-19 negative test results and other similar measures as a condition for access to District property. While on District property, then applicable COVID-19 safety protocols shall be required, including without limitation, face mask requirements, occupancy limits and social distancing guidelines.
- 9.17.2. COVID-19 Compliance Costs. The Consultant agrees that: (i) all costs, fees, expenses to comply with COVID-19 safety protocols shall be at the Consultant's sole cost and expense without adjustment of the Services Contract Price under this Agreement; and (ii) the Consultant will comply with all applicable amendments to COVID-19 safety protocols occurring during the Term

of this Agreement without adjustment of Services Contract Price.

9.18. Entire Agreement. This Agreement and the following Exhibits attached to this Agreement represent the entire agreement between the District and Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. The Parties each acknowledge: (i) that it had the opportunity to, and has to the extent each deemed appropriate by a Party, obtained legal counsel concerning the content and meaning of this Agreement; and (ii) except as expressly set forth in this Agreement, no promise, inducement or agreement not herein expressed has been made to effectuate this Agreement. The District and Consultant agree that if an attachment or exhibit to this Agreement incorporates any terms, conditions or other materials which amend, vary, modify or are inconsistent with the terms of this Agreement, all such terms, conditions or other materials are not part of this Agreement and shall have no effect on the terms of this Agreement. Exhibits to this Agreement are:

- Exhibit A Services Scope of Work, Schedule and Services Contract Price
- Attachment 1 Personnel Rates
- Exhibit B Statement of Intent to Meet DVBE Participation Goals
- Exhibit C Local Hire and Local Business Information

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

Consultant:

District:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: _____

Its: _____

Date: _____

Address: _____

Phone: _____

Tax ID: _____

E-mail: _____

By: _____

Print Name: Iris I. Ingram

Its: Vice Chancellor Business Services

Date: _____

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 TO CONSULTANT SERVICES AGREEMENT
SERVICES SCOPE OF WORK, SCHEDULE AND SERVICES CONTRACT PRICE**

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 1 (Personnel Rates) to this Exhibit A, 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.

5. District Accepted Sub-Consultants. The District accepted Sub-Consultants and the portion of the Services to be completed by each Sub-Consultant accepted by the District are:

District Accepted Sub-Consultant	Portion of Services to be Completed by District Accepted Sub-Consultant
(Company Name, address, contact information)	

[END OF SECTION]

**ATTACHMENT 1 (PERSONNEL RATES) TO
 EXHIBIT A TO CONSULTANT SERVICES AGREEMENT**

Key Personnel		
Position/Title	Name	Hourly Rate
Project/Contract Executive		
Project/Contract Manager		
Other Consultant Personnel		
Position/Title	Name	Hourly Rate

Hourly rates are not subject to adjustment during the Term of the Agreement. Personnel identified above shall not be replaced except in accordance with the terms of the Agreement.

Exhibit “B” – STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS

Firm Name: _____

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 enterprises for completing the Services

Consultant certifies the following:

- Consultant ***is*** certified Disabled Veteran Business Enterprise
- Consultant ***is not*** a certified Disabled Veteran Business Enterprise
- Consultant will utilize a certified Disabled Veteran Business Enterprise to complete a part of the Services as a Sub-Consultant to the Consultant. The Disabled Veteran Business Enterprise Sub-Consultant and a general description of the Services to be completed by the Disabled Veteran Business Enterprise Sub-Consultant is:

- Consultant will not utilize a Certified Disabled Business Enterprise to complete any part of the Services. If this box is checked, please explain why:

Exhibit “C” – LOCAL HIRE AND LOCAL BUSINESS INFORMATION

Consultant, and any Subconsultants, if applicable shall complete and submit a Local Hire and Local Business Information Form at the beginning of the project.

FOR REFERENCE