

REQUESTFOR PROPOSAL (RFP) NO. 2019-014

**LAND SURVEYING SERVICES FOR THE
STADIUM AND BUILDINGS AT MENIFEE VALLEY CAMPUS
FOR
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT**



RFP Issued: February 7, 2019

RFP Response Due: February 21, 2019 @ 10:00 a.m.

**Submit Response to: Carole Ward
cward@msjc.edu
Contract Coordinator
And
Tammy Cunningham
tcunningham@msjc.edu
Director of Procurement and General Services**

Questions or Clarifications: All questions must be submitted in writing, via e-mail to:

Carole Ward(cward@msjc.edu) and Tammy Cunningham(tcunningham@msjc.edu)

Request for Proposal

1. REQUEST FOR PROPOSALS

1.1 Purpose

As a pre-qualified vendor for the Mt. San Jacinto Community College District (“District”) per RFQ #2014-109, the District is requesting that you submit a proposal to provide full service Land Surveying Services to the District for the 5000 seat stadium and buildings at the Menifee Valley Campus (“Project”). Each Land Surveying Firm (“Consultant”) responding to this RFP should be prepared and equipped to provide full services to the District in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

1.2 Proposal Submission

If your firm is interested in providing full service Land Surveying Services for the Project, proposals must be delivered to the address below, no later than **10:00 a.m. on Thursday, February 21, 2019**. Late proposals will not be considered. The District is not responsible for late mail or postal delivery errors. Proposers shall submit one electronic version of the proposal on a flash drive; one (1) printed original proposal including any supporting documentation on a sealed box or package addressed as follows:

Attention: Tammy Cunningham
Mt. San Jacinto Community College District
Purchasing Department
Building 200, Room 223
1499 N. State Street
San Jacinto, CA 92583

1.3 Response Format

Each Consultant is required to submit a Proposal it deems appropriate to this RFP. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Each Consultant shall submit one (1) electronic proposal on a flash drive and one (1) printed original proposal. The District will evaluate the Proposals based on the responsiveness to District requirements listed in part 6, Section, Selection Criteria/Evaluation Process.

NOTE for Firms teaming with Sub-Consultants: Each responding firm shall select its proposed sub-consultants based on its own criteria. However, MSJCCD reserves the right to approve sub-consultants proposed for any projects that may be awarded. Sub-Consultants do not need to complete all the Exhibits in this RFP. Carefully read each section to determine which forms the Sub-consultants need to submit.

1.4 Questions

Consultants must carefully read the entire RFP prior to submitting questions as most questions will be answered in this RFP. All questions must be submitted in writing via e-mail to Carole Ward (cward@msjc.edu) and Tammy Cunningham (tcunningham@msjc.edu). The question deadline for this RFP is **Wednesday, February 13, 2019 by 10:00 AM**. After this deadline, the District will not answer, address, and/or review any questions that interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants.

1.5 Request for Proposals

Pre-Qualified Consultants are in no way guaranteed to receive any work from the District. Each Proposal shall describe the Consultant's experience and expertise with respect to the services, if any, which are unique to the property or project that is the subject of this RFP. In addition, the Proposal shall set forth a detailed scope of services, a completion schedule, a schedule of professionals that will be used to supervise and staff the project, and a not-to-exceed dollar amount for the services to be performed. The District will allocate work to said Pre-qualified Consultants without having to request and evaluate additional information as to Consultant's qualifications. Consultant shall assign only trained and experienced personnel, support staff, and other Consultants to the requisite tasks. Consultant shall provide cost to perform the tasks outline in the Scope of Services referenced in this RFP.

1.6 Mandatory Pre-proposal Site Visit/Review of Project Documents:

A Mandatory Pre-proposal Site Visit is scheduled for Tuesday, February 12, 2019 at 10:00 a.m. at the Menifee Valley Campus (meet in front of Bldg. 800, South Side)

Land Surveyor must attend job walk. Any Land Surveyor submitting a proposal who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened. Any Land Surveyor who fails to arrive on time (**10:00 a.m.**) will not be able to participate in the Pre-Proposal site visit.

1.7 Pre-qualification of Bidders

As a condition of bidding for this Project, and in accordance with California Public Contract Code Section 20651.1, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. Prequalification documents are available at the Mt. San Jacinto Community College District, Office of Procurement and General Services, Room 223, located at 1499 N. State St., San Jacinto, California 92583 or go to the Mt. San Jacinto Community College Purchasing Office website located at <http://www.msjc.edu/Purchasing/Pages/UPCCA.aspx> to download the UPCCA Pre-Qualification Questionnaire. The prequalification documents must be submitted prior

to 10:00 a.m. on February 14, 2019. Bids will not be accepted if a Contractor has not been prequalified where qualification is required. Contractors will be notified by telephone or e-mail of their prequalification status within a reasonable period of time after submission of their prequalification documents.

1.8 DIR Registration:

A Land Surveyor shall not be qualified to submit a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public works pursuant to Section 1725.5. It is not a violation of this section for an unregistered Land Surveyor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Land Surveyor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, architects are recommended to periodically review the DI's website at www.dir.ca.gov. Architect shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any other the requirements set forth in Labor Code section 1720 et. Seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

2. PROJECT NARRATIVE/PROJECT DESCRIPTION

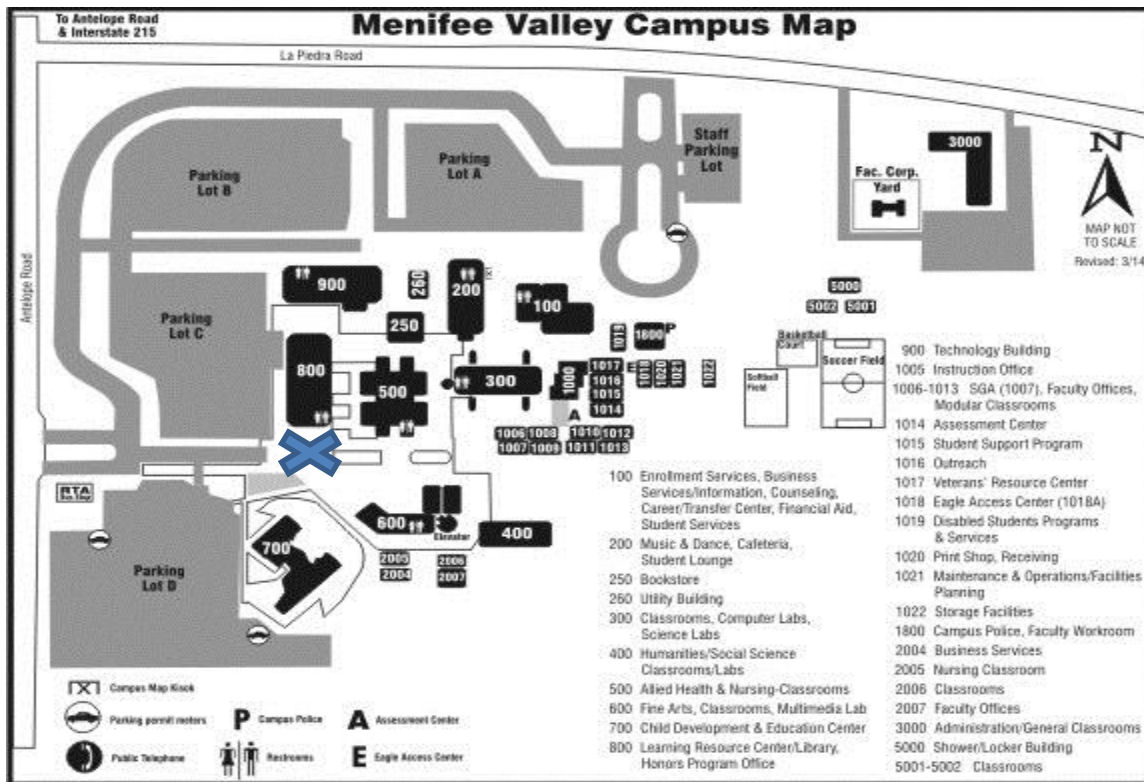
2.1 Mt. San Jacinto Community College District is in need of Land Surveying Services at the Menifee Valley Campus for the 5000 Seat Stadium and Buildings.

The selected firm will include the following as part of services:

The Land Surveying Services include performing field topographic land survey and subsurface utility location and identification of existing infrastructure on the Menifee Valley Campus.

During the design phases into DSA, the firm shall prepare and update as needed a schedule on a project scheduling software.

Project Location: Mt. San Jacinto Community College District
 Menifee Valley Campus
 28237 La Piedra Rd.
 Menifee, CA 92584



Mandatory Project Walk Through	2/12/19 @ 10:00 a.m.
RFI Deadline	2/14/19 by 10:00 a.m.
RFP Responses Due	2/21/19 @ 10:00 a.m.
Review/Evaluate	2/22/19
Board of Trustees Approval	3/14/19
Commence Work	3/28/19

Duration of Design Services (including CA services)

Planning	TBD
Design	TBD
DSA Review and Approval	TBD
Bid and Award	TBD
Construction	TBD
Closeout	TBD

SCOPE OF SERVICES

The Land Surveying Services include performing field topographic land survey and subsurface utility location and identification of existing infrastructure on the Menifee Valley Campus site. Program level surveying services include the design and development of a survey control network and associated monuments in addition to identify subsurface utilities. Control network and monuments to include establishment and verification of horizontal and vertical control benchmark within 100 feet of campus property line indicating accurate elevation and north easting coordinates.

Topographic surveys and survey plans of existing utilities for the Menifee Valley Campus stadium and buildings shall be provided to the District as two (2) full size sets of drawings and electronic files in both pdf and CAD for this project and labeled appropriately.

- Use Experience and Trained Staff: Consultant shall assign only trained and experienced surveyors and support staff to perform the requisite tasks that are components of the Survey Work.
- Incorporate Site Record Data: Consultant shall research and obtain available site record data and represent such record data in survey drawings as required with the Land Survey Standards attached as Exhibit C hereto.
- Perform Boundary Survey: Set Monuments: Prepare Record of Survey. Consultant shall perform a boundary survey and, if necessary, Consultant shall: (i) set permanent monuments, (ii) set property corner and/or offsets and describe same on the drawings, and (iii) prepare a "Record of Survey" in accordance with governmental requirements and all applicable Survey Criteria.
- Identify Property Topography: Consultant shall describe the topography throughout the project site in accordance with the Land Survey Standards attached as Exhibit C hereto.
- Coordinate with Architect: Provide Electronic File of Drawings: Consultant shall: (i) coordinate all of its activities with the District's architect and said architect's preferences as to the size and scale of the survey drawings prior to the preparation

of final drawings, and (ii) provide to the District and the District's architect with an electronic file of all survey drawings utilizing AutoCAD version 2004 or greater.

- Coordinate Site Activities with District, City, Owners and Neighbors: In carrying out its on-site Survey Work, Consultant shall coordinate its activities and all access issues with the District, the relevant Cities, the owner(s) and lessee(s) of the property(ies) in question, and all neighbors and other entities that might likely be impacted by the on-site Survey Work.

3. GENERAL

3.1 Responsible Charge

All licensed professionals in responsible charge of the work MUST be directly employed by responding Consultant and NOT employed as a sub-consultant.

3.2 District's Agreement

The Consultant, upon selection, will be required to enter into the District's Service Agreement ("Agreement"), provided as Exhibit D – Services Agreement for reference. Consultant shall be familiar with the District's indemnity clause and insurance requirements and must have the ability to secure insurance coverage and provide Certificated Proof of Insurance in conformance with the Agreement.

3.3 Compliance with all Applicable Laws

Consultants response must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the Chancellor's Office, and DSA regulations (including the new Inspection Card requirements and PR 13-01), and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultant will do so. The proposal must confirm that the nature of the Work to be completed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

3.4 Working Conditions

Each Consultant shall be capable of working indoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, and other similar physical activities.

3.5 Disabled Veteran Business Enterprise Participation Goals

The Mt. San Jacinto Community College District supports a participation goal of at

least 3 percent (3%) of overall dollar amount expended each year to Disabled Veteran's Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with previous RFQ document) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project. Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov/default.htm> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provided services as a result of an RFP process.

4. PROPOSAL STATEMENT

4.1 Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person (s) authorized to represent the institution regarding all matters related to Consultant's proposal. The District will assume all information received from RFQ #2014-109, received October 20, 2014 to If any information has changed, please provide information on the changes that have occurred, for instance, if the Firm's corporate structure or history of any litigation or threatened litigation against the Firm or its owners that may affect the performance or completion of the Project has changed, please include those updates in the cover letter. A person authorized to bind the Firm to all commitments made in Consultant's proposal shall sign this letter.

4.2 Current Workload and Availability

State Consultant's ability to provide the required Land Surveying services in a timely manner, and indicate if those types of services are offered exclusively. Provide a list of current and anticipated commitments that involve any of the personnel (Project Team) that Consultant intends to assign to this project, and define the anticipated start and completion dates of the involvement of those personnel in such other projects.

4.3 Project Team and Sub-Consultants

Provide identification of Consultant's Project Team (including sub-consultants) and the District's main point of contact utilizing an organization chart. Identify the following key information for each team member: firm name, contact information, discipline, specific expertise, and experience in architectural and/or engineering services, especially as it relates to school sites/facilities and similar project types.

Utilize *Exhibit A – Team Member Resume Form* to provide additional detailed resumes of each team member, all of whom will be part of the designated team, thoroughly knowledgeable, regularly attentive, and fully available to work directly with the District.

Utilize *Exhibit B – Team Member Experience Form* to provide a minimum of five (5) relevant projects completed within the last five (5) years for EACH proposed team member (both for the prime Consultant as well as any sub-consultant). Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty, and which involve the same review and approval processes as those required by the DSA and other agencies having jurisdiction.

Any sub-consultants designated by the Consultant shall be subject to approval by the District in writing prior to performing any work on behalf of the Consultant. The District has the sole discretion to reject any sub-consultants proposed by the Consultant whether designated by Consultant in its RFP or not. Any replacement sub-consultants shall be subject to the District's prior written approval.

The members of the designated team shall not be charged unless agreed upon by the District. The District has the right to request additional sub-consultants in the future if those listed in this RFP are changed. All licensed professionals in responsible charge of the work MUST be directly employed by Consultant and NOT employed as a sub-consultant.

4.4 **Billing Rates**

Consultant shall propose an all-inclusive fixed fee for all the services described in this RFP. Consultant's proposed fee must include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing the required Architectural/Engineering services.

Utilizing *Exhibit C – Billing Rate Form*, provide billing rates for all personnel and/or categories of employees (**including sub-consultants**) as well as any overhead or other special charges. If applicable, Consultant's RFP Response should include estimates for certain standardized components of the Engineering Land Surveying services process. All rates must include any escalation anticipated by Consultant during the entire duration of the *Agreement*. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%. Consultant shall review *Exhibit D – Agreement* for acceptable reimbursable items.

4.5 **Service Agreement**

Consultant shall review the District's *Services Agreement*, attached as *Exhibit D*, and shall note in its Proposal any suggested language revisions. Suggested language revisions **not** noted in Consultant's Proposal will **not** be considered by the District.

5. SELECTION CRITERIA/EVALUATION PROCESS

5.1 Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting the Land Surveying Services Consultant for this Project.

- Timeliness and Completeness: To receive consideration, Consultant's RFP Response must be received by the Response Deadline. In addition, Consultants RFP Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFP.
- Technical Qualification and Competence: This includes Consultant's experience, expertise, and familiarity with providing the Architectural/Engineering services required by the RFP, Consultant's knowledge of applicable laws and requirements for public works projects in general and school projects in particular, and Consultant's ability to provide proof of any required and/or certifications for completion of the scope of work, if applicable.
- Record of Past Performance: This includes work quality, completion of work on schedule, adherence to cost controls, and the response of references provided by the Consultant.
- Approach to Work: This includes organization of the project team (including sub-consultants), project management, coordination methodologies, study and analysis approaches, ability to respond to emergencies and delays, and Consultant's ability to communicate effectively with District personnel and offer advice in the best interest of the District.
- Contract Requirements and Cost Control: This includes compliance with contract requirements, cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Consultant's policies regarding the pass-through of Consultant's overhead cost to the District.

5.2 Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit

additional written information. The District reserves the right to extend the Response Deadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

LAND SURVEY STANDARDS FOR EXISTING SITES

The land survey shall include, but not be limited to the necessary site investigations, contact with governing agencies and utilities serving the site, etc., as necessary for preparing the land survey documents for the referenced project. The following list of minimum standards are those items which should be included in the land survey:

Survey Consultant to obtain/provide:

1. Current title report with backup documents to be provided by MSJC.

Drawing Requirements:

1. Drawing scale for plans shall be 1"= 20'.
2. Show north arrow and locate "North" as directed by the District's Architect.
3. Include legend of symbols and abbreviations used on the drawing(s).
4. Spot elevations on paving or other hard surfaces shall be to the nearest .05' (or 1/2"), on other surfaces to the nearest .10' (or 1/4").
5. Boundary and topographic information shall be on the same drawing.
6. State elevation datum on each drawing. Use North American Vertical Datum of 1988 (NAVD88); give location of benchmark used and official town datum. If benchmark location cannot be shown on drawing, set a new permanent construction benchmark adjacent to the site for construction purposes. Both benchmarks shall be described on the drawing.
7. Furnish to the District: three (3) reproducible mylar transparency; and three (3) prints of each drawing. The Licensed Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief that all information thereon is true and accurately shown.
8. Topographic survey shall be produced in 3d digital format. Survey shall have digital signature from Engineer of Record. Model shall be in proper orientation and geographic location. Each element within the model to be represented with accurate x,y, and z coordinate information. Topo shall include preformatted 'sheet's, where property size dictates multiple sheets, match lines shall be used to maintain appropriate location and sheer orientation. Digital format to be compatible with Revit or the latest Version of AutoCAD.

Survey Requirements:

1. . Identify all existing corners, points of curvature, angle points, bearing and distances of all property lines, as indicated by permanent monuments and tags. In addition, based on Title Report provided by Owner, show all property record data; reconcile where possible all discrepancies between field data and Title Report record.
2. Vicinity map showing the property surveyed in reference to nearby highway(s) or major street intersection(s).
 - a. Note identity, jurisdiction, and width of adjoining streets and highways, width and type of pavement.
 - b. Identify landmark(s) such as plaques, signage, statues, sculptures, and/or other stationary objects.

- c. Show encroachments, easements, including cornices, etc., either way across property lines.
 - d. Identify any permanent structures and their associated use within adjacent property within 50' that may be potentially problematic for the District from an encroachment or development standpoint.
 3. Flood zone designation (with proper annotation based on Federal Flood insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only.)
 - a. Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding.
 - b. Extent of watershed onto the property diligent observation.
 4. Land area as specified below:
 - a. Show boundary lines, giving length and bearing (including reference or basis) on each straight line' interior angles' radius, point of tangency, and length of curved lines.
 - b. Include as part of the scope gross and net acreage. Net acreage is the gross acreage minus unusable space due to hillsides(defined as having 1:1 ratio/45 degree angle), easements, gullies etc. Give area in square feet, if less than one acre, in acres to nearest thousandth of an acre (to .001 acre) (before and after ROW).
 - c. Existing easements of record, if any, shall be indicated on the drawing, plotted to scale, including name of easement holder and recorded document number.
 - d. Show zoning of property; if more than one zone, show the extent of each.
 - e. Show individual lot lines and lot block numbers;
 - f. Show street addresses per lot as verified with City Planning Department or Postmaster.
 5. 5. Contours and datum of the elevations.
 - a. Minimum of two (2) permanent benchmark on-site for each four (4) acres; description and elevations to nearest .01".
 - b. Indicate contours at 1 ft. intervals (1/2 ft. interval when grade less than 1.00%); error shall not exceed 1/2 contour interval. ; error shall not exceed one half contour interval, (include 25' strip of adjacent land and back of walk of opposite side of streets/highways).
 - c. Indicate spot elevations at each intersection of a 50 ft. square grid covering the property. Identify all grade changes, elevations at existing building corners, door thresholds, paving edges, paving grade breaks and ridge/roadway crown elevations, curbs and sidewalks. Elevation coverage shall extend at least 50 ft. beyond all property lines of the site to indicate existing grade conditions on adjacent property.
 6. Identify and show if possible, setback heights by applicable zoning or building codes (in addition to those recorded in subdivision maps). If none, so state.
 7. Locate footprints of permanent structures on the site. Identify approximate location of permanent structures and their associated use on adjacent property within 50'.
 - a. Exterior dimension of all buildings at ground level.
 - b. Square footage of:
 - i. Exterior footprint of all buildings at ground level.
 - ii. Gross floor area of all buildings; or
 - iii. Other areas to be defined by the client.

- c. Measurable height of all buildings above grade at a defined location. If no defined location is provided, the point of measurement shall be shown.
 - d. Show building line and setback requirements, if any. ‘
 - e. State the general use, and number of stories, dimensions to property lines and other buildings.
 - f. Plotted location of all structures, above and below ground, man-made and natural features; all floor elevations and elevation at each entrance of buildings on the property (describe all).
 - g. Locate perimeter wall of all structures, edges of all roads, and covered walks and canopy locations, poles, retaining walls, athletic equipment, bleachers, etc.
 - h. Indicate all above surface items such as, but not limited to, trees (including trunk diameter and canopy dimension), shrub zones, rock outcroppings, poles, lights, drive aprons, signs, gates, walls, structures, slabs and fences (include height and type). Document all traffic control devices, including overhead mast-arms at signals and signs.
8. Substantial visible improvements (in addition to buildings) such as signs, parking areas or structures, swimming pools, etc.
 - a. Describe fences and walls. Identify party walls and locate them with respect to property lines. Note elevations either side of party walls with corresponding changes in wall heights at occurrences.
 - b. Trees of 3” and over (caliper 3’ above ground); located within 1’ tolerance and give species in English and botanical terms.
9. Parking areas and, if striped, the striping and the type (eg. handicapped, motorcycle, regular, etc.) and number of parking spaces.
 - a. Locate existing street amenities, bus stops, poles and all objects located on the sidewalks.
10. Indication of access to a public way such as curb cuts and driveways.
 - a. Show recorded of otherwise know easements and right-of-ways; state the owner of right of each.
 - b. Note possibilities of prescriptive right-of-way and the nature of each (obtain from City/County Engineer).
 - c. Note anticipated street widening and obtain City/County Engineer’s requirements (provide copy of correspondence). Also note any changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction. Observable evidence of recent street or sidewalk construction or repairs.
11. Location of utilities (representative examples of which are shown) existing on or serving the surveyed property as determined by diligent observation and information obtained from plans and markings provided by client, meeting with client staff (as applicable), utility companies, city and/or county records, and other appropriate sources (with reference as to the source of information on survey drawing)
 - a. Location of railroad tracks and sidings;
 - b. Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, valve vaults or other surface indications of subterranean uses at each, indicating top and invert elevations at each, including size and type of pipes entering and leaving the structure. Indicate clean outs and yard boxes identifying the type of utility. Name, address, and telephone number of the operating authority of each.

- c. Wires and cables (including their function) crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions. All crosswires or overhangs affecting the surveyed premises;
 - d. Utility company installations on the surveyed premises including location and characteristics of power and communications systems above and below grade such as light and power poles and other utility lines show guy lines, direction and vertical clearance of overhead lines.
 - e. Indicate all utilities within the adjacent streets, showing location from centerline, type and size. Also, indicate all existing underground utilities on site within the indicated limits of survey, using public records and visual means.
 - f. Location, size, depth type and pressure of water and gas mains and laterals, central steam and other utilities including meters and valves; including but not limited to, buried tanks and septic fields serving or on the property obtained from City, County, utility company or other resources records. Note anticipated or if none exist;
 - g. Fire hydrants available to the property and the size of the main serving each and valve locations.
 - h. Description of the approximate location, size, type (distribution or transmission) of any power lines within 250' of property and corresponding utility easement(s) using best available information.
12. Governmental Agency survey-related requirements as specified by the client.
- a. Reconcile or explain any discrepancies between the survey and the recorded legal description.
 - b. Indicate on the drawing the names of the operating authority of each municipal services, district services and utility company involved, including address, phone number and contact.
13. Names of adjoining owners of platted lands.
- a. Show zoning of adjacent property and property across the street (s) or highway (s).
 - b. Plot location of properties on adjacent side of ("street") and ("street") within 50 feet of roadway. Locate and identify all curbs, gutters, walks, crosswalks, paving, trees, drive aprons, signs, and all traffic control devices, including overhead mast-arms at signals and signs.
14. Observable evidence of earth moving work, building construction or building additions within recent months.
- a. Observable evidence of recent street or sidewalk construction or repairs.
15. Any changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction.
- a. Note anticipated and/or proposed street widening by obtaining City/County Engineer's requirements and provide a copy of correspondence.
16. Observable evidence of site use as a solid waste dump, stump or sanitary landfill.
17. Completed survey drawing(s) shall bear the company name, address, seal and signature of the Licensed Land Surveyor performing the work, and shall certify to the best of the surveyor's knowledge, information and belief, all information thereon is true and accurately shown

The proposal for the above services shall state a **fixed fee amount**, time for completion and shall be mailed to this office. Please include with your fee proposal the additional fee required

to file a Record of Survey with the appropriate jurisdictional authority (if necessary). Your assistance in this matter is greatly appreciated and we look forward to considering your services for this proposal.

Enclosure: 1. Vicinity Map
 2. Site Map

Exhibit A Team Member Resume Form

Proposed Consultant Name

Title

Firm Name

Proposed Position

Years w Firm

Years w Previous Firms

Years w community colleges

Availability

Education Specific to Position (School/Year/Degree/Subject):

--

Other Training/Experience w/MSJCCCD, DSA, Community College Chancellors Office, and other State Agencies (or equivalent):

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Credentials/Certifications/Licenses/Registrations/Accreditations (related to position and years acquired):
Note: Do not list any certifications, licenses, etc. that are expired or not from the State of California.

--

Skills Relevant to the Proposed Project:

--

List of Community College Districts Consultant Has Worked For:

--

Exhibit B

Team Member Experience Form

Provide a minimum of five (5) relevant and similar projects types completed within the last five (5) years. Use multiple sheets as necessary.

Background

Proposed Team Member Name	Title
Firm Name (at time of Project)	

Project Details

Project Name	Client/District				
Project Lead Name Title	Phone	E-Mail			
Address					
DSA Project #	DSA Certified (Yes/No)	Project Scope ⁽¹⁾	School Type ⁽²⁾	Project Start Date	Project Completion Date
Total Cost	# Change Orders	Cost of Change Orders			

Change Order Notes (include description and reason):

Team Member Title and Duties for this Project:

Project Narrative (firm's role, responsibilities, challenges, how Consultant met Client/District's needs, describe project and responsibilities in detail, demonstration of how this project experience contributes to thorough knowledge of Commissioning requirements for public school buildings in California, and demonstration of how this project experience contributes to familiarity with California building code requirements relating to school sites and buildings):

- (1) Project Scope: RE-Renovation/Remodel/Repurpose, ADD-Addition/Expansion, NEW-New Construction, FIX-Repair, PLAN-Planning.
- (2) School Type: ES-Elementary School, MS-Middle School, K8-Kindergarten-8th Grade School, HS-High School, CCD-Community College, HE-Other College, NS-Non-School/Other

Exhibit C Billing Rate Form

Firm Name _____

Billing Rates

Do rates include travel charges? Yes

Note, all fees and rates must be inclusive of travel. Travel is not an acceptable reimbursable expense

Job Title	Personnel Name	Hourly Rate

Consultant's proposed ALL INCLUSIVE NOT-TO EXCEED FEE: \$ _____

Estimate of Reimbursable Expenses included in the fee stated above: _____
Estimated Amount

Authorized Signature

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____ in the year 20__ by and between the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and _____, hereinafter referred to as "CONSULTANT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain services for the LAND SURVEYING SERVICES FOR THE 5000 STADIUM AND BUILDINGS AT MENIFEE VALLEY CAMPUS, hereinafter collectively referred to as the "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed to provide services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES AND RESPONSIBILITIES**

1. Services to be Provided by the CONSULTANT. The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as **EXHIBIT "A"** (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.

2. Classification: To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.

3. Contract Term. The effective period of this AGREEMENT is to be _____ through _____.

4. 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 engage CONSULTANT pursuant 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 engagement hereunder:

a. 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,

CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. 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.

c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT "A"** and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires 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 of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.

5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.

6. CONSULTANT shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within thirty (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.

7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II

COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:

a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONSULTANT exceed

_____ **DOLLARS (\$** _____ **.)** for performing the services required by this AGREEMENT and **EXHIBIT “A”**.

b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees 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. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursable expenses or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice.

3. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III **REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.

b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.

- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.

2. Reimbursable expenses are estimated to be _____ **DOLLARS** (\$ _____), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV
TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE V
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with PROJECT modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT;

c. If the DISTRICT requests additional shifts to complete the services articulated in **EXHIBIT "A"** where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI
ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VII
REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII
INDEMNITY & INSURANCE

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

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

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

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

NOTE: If the services to be provided pursuant to this AGREEMENT are being performed by a licensed architect, landscape architect or professional land surveyor or a registered professional engineer, Article VIII, Paragraph 1, Sections a-d, shall be replaced by the following language:

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

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

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

d. [NOT USED]

e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the CONSULTANT's liability be limited to any amount including, but not limited to, the amount of fees received by the CONSULTANT for performing services related to this AGREEMENT.

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

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

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

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

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

d. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE IX **MISCELLANEOUS**

1. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees 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 and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts

and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

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

4. This AGREEMENT shall be governed by the laws of the State of California.

5. This AGREEMENT shall not include or incorporate the terms of any general conditions, conditions, master agreement or any other boilerplate terms or form documents prepared by the CONSULTANT. The attachment of any such document to this AGREEMENT as **EXHIBIT "A"** shall not be interpreted or construed to incorporate such terms into this AGREEMENT unless the DISTRICT approves of such incorporation in a separate writing signed by the DISTRICT. Any reference to such boilerplate terms and conditions in the proposal or quote submitted by the CONSULTANT shall be null and void and have no effect upon this AGREEMENT. Proposals, quotes, statement of qualifications and other similar documents prepared by the CONSULTANT may be incorporated into this AGREEMENT as **EXHIBIT "A"** but such incorporation shall be strictly limited to those portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.

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

7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.

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

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

10. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.

11. 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.

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

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

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

To the DISTRICT:
Mt. San Jacinto Community College District
Attn: <<Name>>
<< Address>>
<<City, State, Zip>>
Telephone:
Email:

To the CONSULTANT:
<<Name of Contractor>>
Attn: <<Name>>
<< Address>>
<<City, State, Zip>>
Telephone:
Email:

15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

17. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

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

19. Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or services under this AGREEMENT. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.

20. In accordance with California Education Code section 81655, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

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

<<NAME OF CONSULTANT>>

**MT. SAN JACINTO COMMUNITY COLLEGE
DISTRICT**

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Address _____

Phone _____

Fax _____

Tax ID# _____

Email _____

EXHIBIT "A"

CONSULTANT 'S WORK PLAN, SCOPE OF SERVICES, AND COMPENSATION