South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide Construction Superintendent Services for Saddleback College. Evaluation will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning July 1, 2015.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D’Lena

Questions regarding this RFQ & P may be emailed to Brandye K. D’Lena at bdlena@socccd.edu.

PREVAILING WAGE: This position is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The California Department of Industrial Relations (DIR) has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful proposer to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the duration of the Project. The general prevailing rate of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half. See bid website for summary of new DIR requirements.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website at www.socccd.edu. Firms/Individuals (Firm) are responsible to confirm receipt of all addendum by visiting the website or contacting the district before submittal.

All responses must be received by mail, recognized carrier or hand delivered by

March 23, 2015 by 2:00 P.M.
NOTICE CALLING FOR BIDS

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Project: BID NO. 2032
RFQ&P for Construction Superintendent Services, Saddleback College

Bid Deadline: 2:00 P.M., March 23, 2015

Mailing Address & Place of Bid Receipt: South Orange County Community College District
Health Sciences Building, 3rd Floor, Room HS-357
Purchasing & Facilities Planning Department
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D’Lena

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, sealed submittals by qualified firms for consideration for RFP&Q for Construction Superintendent Services at Saddleback College.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Facilities Planning and Purchasing Department at the above address, telephone (949) 582-4678 and is available on-line at www.socccd.edu.

The Construction Superintendent Services firm shall possess the appropriate business license at the time a proposal is submitted.

PREVAILING WAGE: This position is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The California Department of Industrial Relations (DIR) has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful proposer to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the duration of the Project. The general prevailing rate of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half. See bid website for summary of new DIR requirements.

The DISTRICT reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for bid opening.

Brandye K. D’Lena
Executive Director,
Facilities Planning & Purchasing

PUBLISH: OC REGISTER
March 3, 2015 &
March 10, 2015

Request for Qualifications and Proposals
Saddleback College Construction Superintendent Services
INTRODUCTION

Saddleback College seeks to procure Construction Superintendent Services from a single, experienced construction superintendent for a period of up to five years. The evaluation timeframe is expected to be two months. The selected person will work under the direction of the Saddleback College Facilities department.

The District is requesting qualification statements and proposals from consultants with a proven track record. At a minimum, proposers must have a minimum of 10 years’ experience providing these services or a bachelor’s degree and five years’ experience.

It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the evaluation process.

BACKGROUND:

The District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and the Advanced Technology and Education Park (ATEP).

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 39,000 students each year.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

Saddleback College has the requirement for a construction superintendent to support the construction requirements of the College both in terms of small projects and large capital outlay projects. Historically this is a one year contract renewable annually for an additional four years. The current construction superintendent contract expires June 30, 2015. The RFQ & P responses will be evaluated by a team of District employees and three firms will be selected for an interview. The process is detailed in the following paragraphs.

A mandatory Pre Proposal meeting will be held at Saddleback College in the Health Sciences building, third floor, HS 357 as noted below.

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Brandye K. D’Lena via email at bdlena@socccd.edu with the subject line indicating “Question(s) for Construction Superintendent Services RFQ & P”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

| RFQ & P - 1st Advertisement | March 3, 2015 |
| RFQ & P - 2nd Advertisement | March 10, 2015 |
Mandatory Pre-proposal Meeting: March 13, 2015 3:30 PM HS 357
Deadline for written questions: March 17, 2015
Last addendum: March 19, 2015
**Deadline for RFQ & P Submittal:** March 23, 2015
Interviews: March 30, 2015
Contract Negotiation: April 2, 2015
Agenda Item to District: April 6, 2015
Board Meeting - Approval: April 27, 2015
Contract Execution: May – June 2015 for July 1, 2015 start

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ & P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

Late submittals will be returned to the firm **without evaluation** and firm will not qualify for consideration. It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**SCOPE OF WORK**

**Services:** The Construction Superintendent Services will include:

**Overview** Under the guidance of the Assistant Director of Facilities, Capital Outlay Project Construction Superintendent will:

1. **Duration and Hours.** Perform services for up to five years. Projects will require work during evenings, weekends, and holidays on occasion.
2. **Project Type.** Supervision of Saddleback College construction and maintenance projects:
   a. Construction Projects under $15,000
   b. Maintenance Projects under $86,000
3. **Support Services.** Participate as a team member for Saddleback College major construction projects
4. **Quality Control.** Provide non-DSA related inspection services
5. **Document Control.**
   
   a. Review project drawings and specifications upon request
   
   b. Review district Division 00 and 01 for applicability to project specific needs with recommendation for change to Assistant Director of Facilities for coordinate with district staff.
   
   c. Maintain electronic filing system (format to be in alignment with and approved by college before use) of all contract/project documents for delivery to college upon project completion.
   
   d. Other duties as assigned
   
   e. See Exhibit A: Sample Agreement

**Schedule.** The Construction Superintendent Services effort is expected to begin July 1, 2015 and end no later than June 30, 2020.

**Tasks.** The following are the expected tasks and deliverables associated with the Construction Superintendent Services effort in relationship to the various projects that will be assigned:

1. **Task 1: Project Initiation**
   
   Meet with Saddleback College Facilities department to develop and finalize a detailed work plan, scope, budget and schedule which at a minimum will clarify roles and responsibilities of both staff and construction superintendent, and include an evaluation methodology, in accordance with terms and conditions and appropriate to meet the highest standard for project completion.

2. **Task 2: Research and Analysis Phase**
   
   Review available background materials and any other relevant information relating to assigned projects including, but not limited to:
   
   - As-Builts
   - Surveys
   - Reports
   
   Meet with staff members most knowledgeable about the Project.

3. **Task 3: Implementation**
   
   Based upon comments and information received through Task 2, continue work to completion including:
   
   - Assist with development, cost saving evaluation and constructability review of project documents
   - Coordination with end users and/or Facilities Department
   - Attend all related construction project meetings
   - Review and implementation of FF&E procurement
   - Act as liaison between contractor and Facilities Department
   - Perform daily/continuous project observation as required by Facilities Department and in relationship to project document requirements including general conditions.
• Provide daily project reports
• Provide early notification and recommendations for any potential project change
• Review pay applications and make recommendation for payment
• Facilitate punch list development
• Review and finalize any as-built documents
• Obtain O&M manuals and coordinate training as needed
• Perform warranty review six weeks prior to warranty expiration.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 12 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the firm.

“Qualifying firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. **Table of Contents.** A **Table of Contents** of the material contained in the proposal should follow the Cover Letter.

3. **Executive Summary.** The **Executive Summary** should contain an outline of your general plan and a brief summary of approach and qualifications to engage in a professional relationship with South Orange County Community College District. (two page maximum)
   a. **Note:** Exhibit E, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

4. **Experience.** Provide any professional registration, certifications and affiliations for the firm, required or otherwise including the 2015 Department of Industrial Relations requirement for Describe your experience with Construction Superintendent Services and more particularly community college projects. Include the scope of work performed within the last five years. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project.

   Briefly describe any interface with associated regulatory agencies.
Financial Standing - Provide a current annual report or audited profit and loss statement and the amounts and carriers of both general and professional liability insurance.

Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. Personnel. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
   i. Possess the minimum qualification to perform the services provided
   ii. Have knowledge and understanding of terms and conditions, regulations and activities required to perform services provided
   iii. Have a minimum of five years of directly related experience
   iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7

b. Include resumes of proposed personnel. Provide name and professional qualifications of proposed personnel. Specifically define the role and outline his or her individual experience. Identify any certifications or licenses held (No more than one page).

c. Firms must provide a statement that all proposed participant will meet or exceed the minimum qualifications specified herein

6. Scope of Work. The Scope of Work provided describes the expected effort of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. (Three pages maximum)


8. Additional Data. Provide additional information about the firm as it may relate to this RFQ & P. Indicate ongoing professional education, internships? Other?

9. Professional Fees. Provide with your proposal one copy of a fixed fee in a sealed envelope. Itemize the fee similarly to the breakouts found in the sample agreement. The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.

A Fixed Annual Fee proposal will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be
identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Fixed Fees provided in this submittal will be used as the basis for contract negotiations. The final all inclusive rate shall be negotiated after the evaluation process. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College. If this circumstance occurs, firm shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration.

Proposers shall specifically include hourly rates for full time services in their proposals. Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ exhibits may be provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

10. Client References. This section of the proposal permits firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the firm and any sub consultants included in the proposal and shall include:

a. Project name, location and description
b. Client contact name
c. Telephone number
d. Email address

This section may also include letters of recommendation or testimonials

11. Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

12. Certification. Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.
The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is not to be included with the Firm’s submittal.

BASIS OF AWARD

The evaluation of the Name of Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.

2. The second stage will include short-listed Construction Superintendent Services firms invited for an interview to present their full understanding of, and responsiveness to, this RFQ & P and their specific experience and approach.

3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, Construction Superintendent Services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about SOCCCD may be found at http://www.socccd.edu. Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Evaluation may be made solely on the basis of the submittal review or the evaluation committee may deem it necessary to interview applicants as part of the evaluation process.

4. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

QUESTIONS FROM POTENTIAL RESPONDENTS

Questions regarding this RFQ & P may be directed to Brandye K. D’Lena, Executive Director of Facilities Planning and Purchasing, at (949) 582-4678 or via email at bdlena@socccd.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the district bid website.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Construction Superintendent Services.
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: Construction Superintendent Services – Qualification Matrix

Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.
CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Construction Superintendent Services and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s)________________________

__________________________________________________________  ________________________________
Signature                                               Typed or Printed Name

__________________________________________________________
Title                                                  Phone

__________________________________________________________
Address                                              Email

Provide Seal here, if Corporation
# TABLE OF CONTENTS

**AGREEMENT: CONSTRUCTION SUPERINTENDENT SERVICES FOR PROJECTS AT NAME OF COLLEGE**

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CS’S SERVICES AND RESPONSIBILITIES</td>
<td>13</td>
</tr>
<tr>
<td>2</td>
<td>SCOPE OF CONSTRUCTION SUPERINTENDENT SERVICES</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>ADDITIONAL CS SERVICES</td>
<td>18</td>
</tr>
<tr>
<td>4</td>
<td>TERMS OF SERVICE</td>
<td>18</td>
</tr>
<tr>
<td>5</td>
<td>INDEMNITY AND INSURANCE</td>
<td>19</td>
</tr>
<tr>
<td>6</td>
<td>COMPENSATION TO THE CS</td>
<td>21</td>
</tr>
<tr>
<td>7</td>
<td>CS’S WORK PRODUCT</td>
<td>23</td>
</tr>
<tr>
<td>8</td>
<td>TERMINATION</td>
<td>23</td>
</tr>
<tr>
<td>9</td>
<td>DISPUTES, MEDIATION AND ARBITRATION</td>
<td>25</td>
</tr>
<tr>
<td>10</td>
<td>DISTRICT’S RESPONSIBILITIES</td>
<td>26</td>
</tr>
<tr>
<td>11</td>
<td>MISCELLANEOUS</td>
<td>26</td>
</tr>
</tbody>
</table>
AGREEMENT: CONSTRUCTION SUPERINTENDENT SERVICES FOR PROJECTS AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this xxth day of month in the year 2014 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Company Name, Address, Phone hereinafter referred to as "CS";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain Construction Superintendent Services for Saddleback College, hereinafter referred to as "PROJECTS"; and

WHEREAS, CS is fully licensed as required by the State of California, experienced and competent to provide CS services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1  CS’S SERVICES AND RESPONSIBILITIES

1.1. Services. The CS’S services shall consist of those services performed by the CS and CS’S employees as enumerated in this AGREEMENT.

1.2. Standard of Care. CS shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CS’S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of PROJECTS. CS’S Services shall be provided by Name CS PROJECTS Manager. CS shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.3. Key Individual Assignment. The CS has been selected to perform the work herein because of the skills and expertise of key individuals. CS assignment for this PROJECTS is for one Construction Superintendent. So long as their performance continues to be acceptable to the DISTRICT, this named individual shall remain in charge of the PROJECTS. Additionally, the CS must furnish the name of all other key people in CS’S firm that will be associated with the PROJECTS.

1.4. Replacement of Key Individual. If the designated PROJECTS manager fails to perform to the satisfaction of the DISTRICT, then upon written notice the CS will have 10 working days to remove that person from the PROJECTS and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A PROJECTS manager and all lead or key personnel must also be designated by the CS and are subject to all conditions previously stated in this paragraph.

1.5. Relationship of CS to Other PROJECTS Participants. CS’S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection
with bidding and/or construction of the PROJECTS. The Architect is responsible for the adequacy and sufficiency of the PROJECTS design and the contents of Design Documents for the PROJECTS. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CS’S rendition of services hereunder shall be deemed CS’S assumption of responsibility for the adequacy or sufficiency of the PROJECTS design or the Design Documents for the PROJECTS, which are and remain that of the Architect. CS shall coordinate all work with DISTRICT CS’S as necessary to complete contract requirements

1.6. **Acceptance of PROJECTS Schedule.** The CS shall accept the DISTRICT’S PROJECTS schedule for the performance of the CS’S services. The schedule may be adjusted as the PROJECTS proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’S review and for approval by authorities having jurisdiction over the PROJECTS. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CS.

1.7. **Duration.** The services covered by this AGREEMENT shall be completed within 12months of the date of this AGREEMENT with four-one year options available through contract amendment.

### ARTICLE 2 SCOPE OF CS’S SERVICES

2.1. Scope of services include but are not limited to:

a. Supervision of Saddleback College construction and maintenance projects as directed by the Director, Facilities.

b. Construction projects under $15,000;

c. Maintenance projects under $84,000;

d. Develop project scope of work;

e. Obtain contractor quotes

f. Provide rough order of magnitude cost estimate for work;

g. Candidate should have previous Construction Superintendent experience.

h. Participate as a team member for Saddleback College major construction projects.

i. Provide non-DSA related inspection services.

j. Review of drawings and specifications for all Saddleback College projects.

k. Review of District Division 00, 01, General Conditions, Supplemental Conditions, and Special Conditions documents.

l. Candidate should have experience with above document oversight.

m. Construction Superintendent will keep and maintain an electronic filing system of all contract / project documents for delivery to the College on completion. Filing system to be aligned with College system.
n. Other duties as assigned.

o. Attachment A – RFQ & P Sample Agreement

2.2. Site Observations.

a. CS On-Site. At all times during which there are construction activities, CS shall have its management team as identified in Article I Item 3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CS shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECTS.

b. CS and Contractor. With respect to the Contractor’s work, the CS shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor’s responsibility under the Contract. The CS shall not be responsible for a Contractor’s failure to carry out the work in accordance with the respective Contract. The CS shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CS.

c. Construction Quality. The CS will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CS will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CS will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances: (c) and the requirements of the Contract.

d. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CS shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CS shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CS, the DISTRICT shall be notified in writing by the CS of such conditions and if directed by the DISTRICT, the CS shall stop or reject such work. CS’S responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

e. Site Safety.

1. Contractor Safety Program. CS shall review the safety program of the Contractor for conformity with requirements of the Contract and applicable law. CS shall
monitor the Contractor’s compliance with the Contractor’s safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor’s compliance. The CS is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.

2. Safety Violations; Safety Conditions. The CS shall promptly notify the DISTRICT in writing of all CS observed instances of a Contractor’s failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECTS Site which have an immediate potential or actual adverse effect on life or property, the CS is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CS under the existing circumstances to prevent such actual or potential adverse effect.

f. Changes and Claims.

1. Coordination of Changes. CS will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CS will coordinate the Contractor’s performance of changes authorized by the DISTRICT. CS will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of PROJECTS construction.

2. Processing of Changes and Change Orders. CS will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowances, assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CS will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor’s proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CS will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CS is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CS shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CS’S direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.
g. **Claims Handling.** CS will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CS will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor’s claims.

2.3. **Post-Construction Phase.**

a. **Review and Transmittal of Contractor Close-Out Documents.** The CS shall begin to consider close out requirements upon execution of the contract. The CS shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CS shall review the Contractor’s close-out documents and items to determine conformity with requirements of the Contract. If the CS determines that the Contractor’s close-out documents and items are not in conformity with requirements of the Contract, the CS shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CS shall deliver to the DISTRICT all the Contractor’s close-out documents and items, except for the Contractor’s as-built drawings which the CS shall transmit to the Architect.

b. **CS PROJECTS Records.** Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CS shall assemble and deliver to the DISTRICT all of the PROJECTS records maintained during the Construction Phase by the CS relating to the PROJECTS. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECTS or this Agreement, are the sole and exclusive property of the DISTRICT.

c. **Contractor’s Post-Construction Obligations.** If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECTS construction, the CS shall monitor Contractor’s post-construction activities for conformity with requirements of the Contract. The CS shall make written recommendations, as necessary, for securing Contractor’s compliance with post-construction obligations.

d. **PROJECTS Reports.** The CS shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECTS construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECTS construction, the CS shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CS will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECTS construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECTS for the purposes intended.
2.4. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

<table>
<thead>
<tr>
<th>ARTICLE 3 ADDITIONAL CS SERVICES</th>
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<tbody>
<tr>
<td>3.1. <strong>Additional Services.</strong> Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CS shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit “A” CS Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CS performing any Additional Services. The CS shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.</td>
</tr>
<tr>
<td>3.2. <strong>Notification and Authorization.</strong> CS shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CS’S control. CS shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:</td>
</tr>
<tr>
<td>a. <strong>Material PROJECTS Scope Changes.</strong> Services required or necessary as a result of significant changes in the PROJECTS scope or other requirements of the PROJECTS, including PROJECTS size, quality, or complexity or material changes to the Master Construction Schedule.</td>
</tr>
<tr>
<td>b. <strong>Termination/Default of Architect or Contractor.</strong> Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.</td>
</tr>
<tr>
<td>c. <strong>Damage or Destruction to PROJECTS.</strong> Except to the extent caused by the CS, services and consultation associated or necessitated by damage or destruction to the PROJECTS prior to completion by an act of God, fire or other casualty.</td>
</tr>
<tr>
<td>d. <strong>Furniture Systems.</strong> Services related to furniture systems, facilities or equipment not included within the scope of the PROJECTS.</td>
</tr>
<tr>
<td>e. <strong>Investigation of Existing Conditions.</strong> Services to investigate existing conditions or facilities or to provide measured drawings thereof.</td>
</tr>
<tr>
<td>f. <strong>Furniture, Furnishings, Equipment Not in PROJECTS Scope.</strong> Service in connection with the DISTRICT’S selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECTS.</td>
</tr>
<tr>
<td>3.3. <strong>Compensation for Additional Services.</strong> If the duration of CS services is extended, due to the DISTRICT’S need for Additional Services, the CS shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CS. The CS shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.</td>
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<table>
<thead>
<tr>
<th>ARTICLE 4 TERMS OF SERVICE</th>
</tr>
</thead>
</table>
4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this Agreement, including without limitation CS’S performance of the service required hereunder and DISTRICT’S payment of all sums due to CS.

4.2. **Term.** Services under this Agreement shall be diligently performed by the CS for 3 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CS actions.

4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit “A”.

4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CS of such suspension.

**ARTICLE 5 INDEMNITY AND INSURANCE**

5.1. **CS Indemnity of District.** CS shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECTS itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CS’S services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT’S Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CS’S obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

5.2. **Hold Harmless.** To the fullest extent permitted by law, CS agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

   a. **Workers Compensation and Employer's Liability.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to CS’S employees or his/her subcontractor's employees arising out of CS’S work under this AGREEMENT including a waiver of subrogation; and

   b. **CS Negligence.** Any and all claims for damages costs and/or charges caused by CS’S negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CS’S, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys’ fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CS’S performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

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

a. **Workers’ Compensation and Employers Liability Insurance.** CS shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which CS may be liable. CS shall purchase and maintain 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 CS. The Employer’s Liability Insurance required of CS hereunder may be obtained by CS as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CS hereunder.

b. **Comprehensive general and auto liability.** CS shall purchase and maintain Commercial General Liability and Property Insurance as will protect CS from the types of claims set forth below which may arise out of or result from CS’S services under this Agreement and for which CS may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CS’S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CS, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CS’S obligations under this Agreement; and (vi) for completed operations.

CS shall purchase and maintain comprehensive general and auto liability insurance with limits of **not less than 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. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CS hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to
DISTRIBUTION prior to cancellation; and, shall waive all rights of subrogation. CS shall notify DISTRIBUTION in the event of material change in, or failure to renew, each policy.

5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRIBUTION. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

5.5. **Insurance Evidenced.** Prior to commencing work, CS shall deliver to DISTRIBUTION certificates of insurance as evidence of compliance with the requirements herein. In the event CS fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRIBUTION may, at its sole discretion, secure such policy of insurance in the name of and for the account of CS, and in such event CS shall reimburse DISTRIBUTION upon demand for the cost thereof.

5.6. **Coverage Amounts**

<table>
<thead>
<tr>
<th>Insurance Policy</th>
<th>Minimum coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million dollars ($1,000,000)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>One Million ($1,000,000) per occurrence and One Million dollars ($1,000,000) PROJECTS specific in the aggregate</td>
</tr>
</tbody>
</table>

**ARTICLE 6 COMPENSATION TO THE CS**

The DISTRIBUTION shall compensate the CS as follows:

6.1. **Contract Price for Services.** The Contract Price for the CS’S performance of the Services under this Agreement shall consist of a fixed monthly fee based on approximately xxx hours at $xx/hour for twelve months for a total contract value of:

   TOTAL $xxxxxx

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CS, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in Exhibit “B” are services included in the CS’S compensation for Services as set forth in Article II.

6.3. **CS Monthly Billing Statements.** CS shall submit monthly billing invoices to the DISTRIBUTION for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior
month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CS.

6.4. **DISTRIBUTION Payment of Contract Price.** Within thirty (30) days of the date of the DISTRIBUTION’S receipt of CS’S billing invoices, DISTRIBUTION will make payment to CS of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CS hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRIBUTION from payment to the Contractor.

6.5. **Withholding Payment.** The DISTRIBUTION may, however, withhold or deduct from amounts otherwise due CS hereunder if CS shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CS has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRIBUTION as a result of such failure of performance of a material obligation hereunder.

6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CS under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CS and DISTRIBUTION in writing as provided for as additional services.

6.7. **Monthly Payments.** Payments for CS services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRIBUTION acceptance of each phase.

6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRIBUTION. Payments are due and payable upon receipt of the CS’S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECTS.

6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CS’S services is exceeded or extended through no fault of the CS, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Exhibit A or as a fixed fee.

6.10. **Reimbursable Expenses** incurred by the CS and CS’S employees and CSs in the interest of the PROJECTS shall have prior DISTRIBUTION written approval before incurred and records of such expenses shall be provided to DISTRIBUTION for the DISTRIBUTION’S review. The District shall not be liable to CS for any costs or expenses paid or incurred by CS in performing services for DISTRIBUTION, except reimbursable expenses that have been pre-approved in writing.

a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CS and CS’S employees in the interest of the PROJECTS.

b. Reimbursable expenses shall be expense of transportation in connection with the PROJECTS; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECTS. CS’S normal travel expense (including to and from the PROJECTS) and meals are excluded.
c. Expense of reproductions (except those needed for the use of the CS and his or her CSs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT’S prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CS’S Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CS, the CS’S employees in the interest of the PROJECTS.

g. For additional services of CS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CS for such services.

ARTICLE 7 CS’S WORK PRODUCT

7.1. **District Ownership of Documents.** The documents prepared by the CS for this PROJECTS shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CS grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CS pursuant to this AGREEMENT.

7.2. **Documentation.** The CS shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CS and Contractor during all phases of the PROJECTS and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CS shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

7.3. **Electronic Copy of Documents.** The CS shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

7.4. **Copyright/Trademark/Patent.** CS understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’S express written permission, except CS shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CS consents to use of CS’S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION
8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CS only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CS. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CS or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CS; or (b) any act by CS exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CS is adjudged a bankrupt, CS makes a general assignment for the benefit of creditors or a receiver is appointed on account of CS’S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CS. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

8.4. **Suspension of PROJECTS.** The District may suspend this Agreement at any time without penalty by written notice to CS of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CS not less than fifteen days prior to the suspension date. If the PROJECTS is suspended by the DISTRICT for more than ninety consecutive days, the CS shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECTS is resumed, the CS’S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CS’S services.

8.5. **Abandonment of PROJECTS.** If the DISTRICT abandons the PROJECTS for more than ninety consecutive days, the CS shall be compensated for services satisfactorily performed prior to the abandonment and CS may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

8.6. **Non Payment.** The DISTRICT’S failure to make payments to the CS in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CS.
   a. In the event the DISTRICT fails to make timely payment, the CS may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
   b. Unless payment in full is received by the CS within 7 days of the date of the notice, the suspension shall take effect without further notice.
c. In the event of a suspension of services, the CS shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

8.7. **CS Compensation.** The CS shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CS. The DISTRICT shall pay the CS only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.8. **Liability for District Damages.** In the event of termination due to the fault of CS, CS shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CS is liable for all damages suffered by the DISTRICT due to CS'S failure to perform as provided in the AGREEMENT.

**ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION**

9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, 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 the dispute, CS agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CS agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CS agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECTS or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity
clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose
decision thereon shall be final and binding. There shall be no interlocutory appeal of an order
compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in
accordance with applicable law in any court having jurisdiction thereof.
f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where
the PROJECTS is located.

ARTICLE 10 DISTRICT’S RESPONSIBILITIES

10.1. **District Provided Information.** The DISTRICT shall provide to the CS full information regarding
requirements for the PROJECTS, including information regarding the DISTRICT’S objectives,
schedule, constraints and criteria. The DISTRICT shall provide the CS with the PROJECTS
Construction Budget for review and acceptance by the CS. At the written request of the CS, District
shall provide CS copies of any documents related to the PROJECTS.

10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the
DISTRICT’S behalf with respect to the PROJECTS. The DISTRICT or its authorized representative shall
render decisions in a timely manner pertaining to documents submitted by the CS. Unless modified
by written notice by the DISTRICT to the CS, the DISTRICT Representative is:

John Ozurovich, Director, Facilities

Saddleback College

10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CS if the DISTRICT
becomes aware of any fault or defect in the PROJECTS or nonconformance with the construction
contract. However, the DISTRICT’S failure or omission to do so shall not relieve the CS of his/her
responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate
the PROJECTS.

10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide
construction observations and inspections as required by applicable laws, codes, rules, regulations,
or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase
tests/inspections of materials/equipment forming a part of the PROJECTS as required by applicable
laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the
CS include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and
Test/Inspection Service Providers.

10.5. **DISTRICT Consultants.** Except to the extent of design consultants retained by the Architect, other
consultants required or desired by the DISTRICT in connection with the PROJECTS shall be retained
and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal
counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and
hazardous material assessment & abatement consultants.

ARTICLE 11 MISCELLANEOUS
11.1. **Affirmative Action.** CS agrees that CS will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof. CS agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CS, CS’S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3. **CS Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CS, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CS shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CS’S work whether by DISTRICT or others, shall not relieve CS from responsibility for errors and omissions in CS’S work.

11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Definitions**

   a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECTS.

   b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECTS.

   c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECTS. Design Documents include surveys, soil reports and other documents prepared for the PROJECTS by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.

   d. **Architect.** Various architects may be used and will be identified at the time of the PROJECTS.

   e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECTS.
f. **Site.** The physical area for construction and activities relating to construction of the PROJECTS.

g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECTS. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECTS construction.

h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

11.7. **Employment with Public Agency.** CS, if an employee of another public agency, agrees that CS will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

11.9. **Independent Contractor.** CS, in the performance of this AGREEMENT, shall be and act as an independent contractor. CS understands and agrees that he/she and all of his/her 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 Worker's Compensation. CS assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CS shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CS'S employees.

11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CS and DISTRICT hereunder.

11.11. **Non-Assignment.** The DISTRICT and CS, 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. The obligations of the CS pursuant to this AGREEMENT shall not be assigned by the CS. 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 CS. The sale or transfer of a majority membership interest in CS firm or the admission of new member to the CS firm which causes there to be a change in majority ownership and / or control of CS firm shall be deemed assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.

11.12. **Permits/Licenses.** CS and all CS’S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.13. **Notifications.** 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 or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third 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 section.

11.14. **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>CS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>John Ozurovich</strong></td>
<td><strong>Principal Contact</strong></td>
</tr>
<tr>
<td>Director of Facilities</td>
<td>title</td>
</tr>
<tr>
<td>Saddleback College</td>
<td></td>
</tr>
<tr>
<td>South Orange County</td>
<td></td>
</tr>
<tr>
<td>Community College District</td>
<td>Company Name.</td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>Company Address</td>
</tr>
<tr>
<td>Mission Viejo, CA 92692</td>
<td>email</td>
</tr>
</tbody>
</table>

COPY

| Dr. Debra L. Fitzsimons   |
| Vice Chancellor, Business Services |
| South Orange County       |
| Community College District |
| 28000 Marguerite Parkway  |
| Mission Viejo, CA 92692   |

11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

11.16. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CS and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated.
This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CS.

11.17. **Binding Agreement.** The DISTRICT and CS, 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.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT
South Orange County Community College District

CS
Company Name

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)
Exhibit A

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CS.

<table>
<thead>
<tr>
<th>CS Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Superintendent</td>
<td>$xx</td>
</tr>
</tbody>
</table>
Exhibit B
General Conditions Items for CS’S Jobsite Offices

Jobsite Trailer – Task chairs

Desks –

Conference table – Chairs for conference table –

(1) five drawer file cabinet –

Internet Connection – provide by District

Computers and necessary software

Printer/Fax/Scanner/Copier –

Phone line/Phone – provided by the District

Cell Phones –

Bottled Water Service –

Hard Hats/PPE – each provides own

First Aid Kit –

All necessary office supplies –

Trash service/trailer cleaning

12 month IOR trailer rental @ $100/month
**SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK**

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Contract and shall be revised each twelve (12) months; thereafter, based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
</tr>
<tr>
<td>Associate</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Special Services: CEO/Principal Consultant</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$XXX</td>
</tr>
</tbody>
</table>
Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

**Invoice**

- **Project Manager:** Date: TBD
- **South Orange County Community College District SOCCCD Project Number:** TBD
- **28000 Marguerite Parkway Consultant Invoice number:** TBD
- **Mission Viejo, CA 92692-3635 Purchase Order:** TBD

**Project:** Saddleback College
**Construction Superintendent Services**

**Consultant TBD**
**Consultant Address**
**City / State / Zip code**
**Phone Number**

**Professional Services from Month/01/Year - Month/31/Year**

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task I</td>
<td>XX.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
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<tr>
<td>Task II</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
</tr>
<tr>
<td>Task III</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT AMOUNT</strong></td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td><strong>0.00</strong></td>
<td><strong>XX.00</strong></td>
</tr>
</tbody>
</table>

**Amendment 01**

**REVISED CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td><strong>0.00</strong></td>
</tr>
<tr>
<td><strong>REVISED TOTAL THIS INVOICE</strong></td>
<td><strong>0.00</strong></td>
<td></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>XX.00</strong></td>
</tr>
</tbody>
</table>

**Reimbursable Expenses**

*List reimbursable items*

**Total Reimbursable rate at 1.1 times**

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
<th>%</th>
<th>Total Rate at 1.1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**TOTAL THIS INVOICE**

RFQ & P - Exhibit E

### CONSTRUCTION SUPERINTENDENT SERVICES – QUALIFICATION MATRIX

To be provided in upcoming Addendum