REQUEST FOR QUALIFICATIONS AND PROPOSALS – WORKFORCE INVESTMENT BOARD SERVICES: SADDLEBACK COLLEGE

South Orange County Community College District (SOCCCD) is inviting submittals from qualified workforce investment boards to provide services for Saddleback College. Selection will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning August 1, 2014.

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 D’Lena

Questions regarding this RFQ & P may be directed to Brandye K. D’Lena, Executive Director of Facilities, Planning & 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 at www.socccd.edu. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive a response email with addenda information if any is provided.

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

July 7, 2014, 2:00 P.M.
INTRODUCTION

Saddleback College seeks to procure workforce investment board services for a program that will prepare dislocated and Trade Adjustment Assistance (TAA) eligible workers for meaningful employment in high demand allied health careers.

The District is requesting qualification statements and proposals from workforce investment boards with a proven track record. It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the selection 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.

Saddleback College has been awarded a Trade Adjustment Assistance Community College & Career Training grant - Funding opportunity number SGA/DFA PY-12-10, Catalog of Federal Domestic Assistance Number 17.282 (TAACCCT) and is required to obtain the services of a workforce investment board to provide the following services.

- Conduct outreach to TAA-eligible and other dislocated adult workers regarding grant-funded training programs.
- Refer interested persons to Saddleback College’s grant-funded training programs.
- Provide participants access to database(s) and referrals through EDD’s CAL Jobs;
- Provide WIA Adult and Dislocated “intensive” training and supportive services
- Provide a braided service approach to ensure the most comprehensive service continuum;
- As funding permits, provide on-the-job training for participants.
- Track and report employment outcomes for grant participants.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

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 Workforce Investment Board
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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ &amp; P - 1st Advertisement</td>
<td>June 13, 2014</td>
</tr>
<tr>
<td>RFQ &amp; P - 2nd Advertisement</td>
<td>June 20, 2014</td>
</tr>
<tr>
<td>Deadline email confirmation of interest</td>
<td>June 24, 2014</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>June 24, 2014</td>
</tr>
<tr>
<td>Last addendum</td>
<td>June 25, 2014</td>
</tr>
<tr>
<td><strong>Deadline for RFQ &amp; P Submittal</strong></td>
<td><strong>June 30, 2014</strong></td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>July 7, 2014</td>
</tr>
<tr>
<td>Board Meeting Date</td>
<td>July 21, 2014</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>August 1, 2014</td>
</tr>
</tbody>
</table>

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 Workforce Investment Board services will include:

1. Conduct outreach to TAA-eligible and other dislocated adult workers regarding grant-funded training programs.
2. Refer interested persons to Saddleback College’s grant-funded training programs.
3. Provide participants access to database(s) and referrals through EDD’s CAL Jobs.
4. Provide WIA Adult and Dislocated “intensive” training and supportive services.

5. Provide a braided service approach to ensure the most comprehensive service continuum. Participant services may include resume-writing workshops or job preparation training.

6. As funding permits, provide on-the-job training for participants.

7. Collaborate with grant staff at Saddleback College and the third-party evaluators to develop and implement effective data transfer protocols that ensure adherence to relevant privacy policies and regulations.

8. Track and report employment outcomes for up to 1200 grant participants.

9. Track and report (in aggregate form only) outcomes for comparison-groups in accordance with the program evaluation plan.

Schedule. The Workforce Investment Board services are expected to begin upon Board approval at the July 2014 Board meeting and end no later than September 30, 2017.

Deliverables.

1. Quarterly detailed reports providing statistics and information such as the number of outreach events or outreach locations, the number of potential participants interacted with (and, if appropriate, their status e.g. TAA-eligible, other WIA-eligible, other eligible adults), the number referred for training, etc.

2. Employment data at the unit-level for each participant in an electronic format. Outcomes measures include:
   a. Employment
   b. Retention of employment
   c. Pre-training and post-enrollment wages

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 – 11 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. Describe your experience with Workforce Investment Board 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.

5. **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.** This section of the proposal should establish the ability of the firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:
   a. Number of qualified staff
   b. Identification of any services noted in the Agreement(s) not provided in-house
   c. Identification of proposed sub consultants
   d. 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 grant terms and conditions, major services and activities required to perform services provided

iii. Have a minimum of three 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

e. Include resumes of proposed personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).

f. Firms must provide a statement that all proposed participants 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)

7. Services. Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

8. Additional Data. Provide additional information about the firm as it may relate to this RFQ & P. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned firms, and small women-owned business participation level. Consortia of small businesses, minority-owned firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired)

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 selection committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.

A Fixed 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 selection 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 for staff and managers who will be working on the project (including regular, overtime, and weekend rates)

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 selection of the Workforce Investment Board Services will be based solely on the basis of criteria evaluated in the submitted proposal matrix.

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

4. The proceedings of the selection 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 & 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. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing bdlena@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications

2. Exhibit B: Sample Agreement for Workforce Investment Board Services.

3. Exhibit C: Sample fee schedule for extra work

4. Exhibit D: Sample Invoice for monthly billings

5. Exhibit E: Workforce Investment Board 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 incidental costs 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 - Workforce Investment Board 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) ____________________

<table>
<thead>
<tr>
<th>Signature</th>
<th>Typed or Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide Seal here, if Corporation
AGREEMENT: WORKFORCE INVESTMENT BOARD SERVICES FOR TAACCCT GRANT AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this XXth day of Month in the year 201X between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Firm Name, Street, City, CA, zip, phone xxx-xxx-xxxx hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain Workforce Investment Board services at Saddleback College, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1. **Basic Services.** The CONSULTANT's services shall consist of those services performed by the CONSULTANT and CONSULTANT's employees as enumerated in this AGREEMENT.

1.2. **Standard of Care.** The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Manager and one Project Engineer. The CONSULTANT shall designate Name, as Project Executive, and a management team of Name as Project Manager and Name as Senior Project Engineer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT’s firm that will be associated with the PROJECT.

1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’s services hereunder shall be provided in conjunction with agreements between the DISTRICT and others providing services in connection with the PROJECT. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTS as necessary to complete contract requirements.

1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT’s project schedule for the performance of the CONSULTANT’s services. The schedule may be adjusted as the PROJECT 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 PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

**ARTICLE 2 - SCOPE OF CONSULTANT’S SERVICES**

*Services.* The Workforce Investment Board services will include:

1. Conduct outreach to TAA-eligible and other dislocated adult workers regarding grant-funded training programs.
2. Refer interested persons to Saddleback College’s grant-funded training programs.
3. Provide participants access to database(s) and referrals through EDD’s CAL Jobs.
4. Provide WIA Adult and Dislocated “intensive” training and supportive services.
5. Provide a braided service approach to ensure the most comprehensive service continuum. Participant services may include resume-writing workshops or job preparation training.
6. As funding permits, provide on-the-job training for participants.
7. Collaborate with grant staff at Saddleback College and the third-party evaluators to develop and implement effective data transfer protocols that ensure adherence to relevant privacy policies and regulations.
8. Track and report employment outcomes for up to 1200 grant participants.
9. Track and report (in aggregate form only) outcomes for comparison-groups in accordance with the program evaluation plan.

*Tasks.*

1. **Outreach and Recruitment**
2. **Provision of Services to Participants**
3. **Employment Tracking and Reporting**

*Schedule.* The Workforce Investment Board services are expected to begin upon Board approval at the July 2014 Board meeting and end no later than September 30, 2017.

*Deliverables.*

1. Quarterly detailed reports providing statistics and information such as the number of outreach events or outreach locations, the number of potential participants interacted with (and, if
appropriate, their status e.g. TAA-eligible, other WIA-eligible, other eligible adults), the number referred for training, etc.

2. Employment data at the unit-level for each participant in an electronic format. Outcomes measures include:
   a. Employment
   b. Retention of employment
   c. Pre-training and post-enrollment wages

ARTICLE 3 - ADDITIONAL CONSULTANT SERVICES

3.1. The CONSULTANT shall be given additional compensation for any additional services.

3.2. 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. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
   a. Material PROJECT Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the schedule
   b. Damage or Destruction to PROJECT. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty

ARTICLE 4 – TERM OF SERVICES

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 CONSULTANT’s performance of the service required hereunder and DISTRICT’s payment of all sums due to CONSULTANT.

4.2. Services under this AGREEMENT shall be diligently performed by the CONSULTANT Services under this Agreement shall be diligently performed by the CONSULTANT for the period from August 1, 2014 to September 30, 2017. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of contract duration, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit “A”. Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 3.

4.3. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time, without penalty, by written notice to CONSULTANT of such suspension. (refer to Article 7)

ARTICLE 5 – INDEMNITY AND INSURANCE

5.1. **CONSULTANT Indemnity of District.** CONSULTANT 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 PROJECT itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CONSULTANT’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 CONSULTANT’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, CONSULTANT 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 Comp Claims.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to CONSULTANT’s employees or his/her subcontractor’s employees arising out of CONSULTANT’s work under this AGREEMENT including a waiver of subrogation; and

   b. **CONSULTANT Negligence.** Any and all claims for damages costs and/or charges caused by CONSULTANT’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 CONSULTANT’s CONSULTANTs, employees or agents in the performance of their obligations under this AGREEMENT. The coverage 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 CONSULTANT’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.

   c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT’s indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnities for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT’s negligence and to the extent covered by CONSULTANT’s liability insurance.

5.3. **CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
a. **Workers’ Compensation and Employers Liability Insurance.** CONSULTANT 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 CONSULTANT may be liable. CONSULTANT 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 CONSULTANT. The Employer’s Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT’s services under this AGREEMENT and for which CONSULTANT may be legally responsible:
   (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT’s employees;
   (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, 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 CONSULTANT’s obligations under this AGREEMENT; and
   (vi) for completed operations.

CONSULTANT 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. **Professional liability insurance**, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
d. **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 CONSULTANT 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 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.

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 DISTRICT. 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. **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 excepting professional liability, 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.

5.6. **DISTRICT Indemnity of CONSULTANT.** The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

5.7. **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) project specific in the aggregate</td>
</tr>
</tbody>
</table>

**ARTICLE 6 - COMPENSATION TO THE CONSULTANT**
The DISTRICT shall compensate the CONSULTANT as follows:

6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT’s performance of the Basic Services under this Agreement shall not exceed $200,000 in total.

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 CONSULTANT, 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 Basic 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 CONSULTANT’s compensation for Basic Services as set forth in Article 2.

6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic 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 CONSULTANT. Basic Services are to be invoiced in 25 equal monthly amounts of $XXX.XX for Construction Phase and Post-Construction Phase (Close-out) and Jobsite Overhead Costs.

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

6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT 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 CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT 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 CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each task.
6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT’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 PROJECT.

6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT’s services is exceeded or extended through no fault of the CONSULTANT, 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 CONSULTANT and CONSULTANT’s employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’s review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT’s employees and CONSULTANTS in the interest of the PROJECT.

b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT’s normal travel expense (including to and from the PROJECT) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of 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 models and mock-ups requested by the DISTRICT if not part of CONSULTANT’s Basic Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of one point zero five (1.05) times the expenses incurred by the CONSULTANT, the CONSULTANT’s employees and CONSULTANTS in the interest of the PROJECT.

**Cost + 5%**

g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of one point zero five (1.05) times the amounts billed to the CONSULTANT for such services.

**Cost + 5%**

**ARTICLE 7 – CONSULTANT’S WORK PRODUCT**
7.1. **District Ownership of Work.** The work prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such work supplied as herein required shall be the property of the DISTRICT whether or not the services for which work was made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work product prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT 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 CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation upon completion of each of the tasks. 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.** CONSULTANT 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 CONSULTANT 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. CONSULTANT consents to use of CONSULTANT’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 CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT 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 CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT’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 CONSULTANT. 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 PROJECT.** The District may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT 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 CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT 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 CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

   a. In the event the DISTRICT fails to make timely payment, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

8.7. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to notice of termination.
8.8. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'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, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CONSULTANT 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 PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

9.3 **Agreement Governance.** Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

**ARTICLE 10 - DISTRICT'S RESPONSIBILITIES**

10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

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

**ARTICLE 11 - MISCELLANEOUS**

11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT 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. CONSULTANT 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
CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered
by this AGREEMENT or accruing out of the performance of such services.

11.3. **CONSULTANT 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 CONSULTANT, 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, CONSULTANT shall maintain
accounting records and make them available upon request of the DISTRICT for reproduction or
inspection.

11.4. **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 CONSULTANT 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.

11.5. **Definitions:**

a. **Agreement.** A Contract for services awarded by the DISTRICT to the CONSULTANT for
   all or a portion of the PROJECT.

b. **Submittals.** Electronic files, Product Data or Samples prepared or provided by a
   CONSULTANT illustrating some portion of work of the PROJECT.

c. **Substantial Completion.** Substantial Completion is when the Work of a Contract has
   been completed and becomes operational including completion of any necessary testing
   confirming the Work and can be used for its intended purposes, subject only to minor
   corrections, repairs or modifications.

d. **Final Completion.** Final Completion is when all of the Work of a Contract has been
   completed (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 Agreement.

11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency,
agrees that CONSULTANT 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.
11.7. **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, *impaired or invalidated in any way.*

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.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT'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 CONSULTANT and DISTRICT hereunder.

11.11. **Non-Assigment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. 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. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and 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.** CONSULTANT and all CONSULTANT'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:

```
SADDLEBACK COLLEGE
Dr. Cheryl West
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

CONSULTANT
Point of Contact
Company Name
Address
City, State, Zip

COPY
Dr. Debra L. Fitzsimons
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
```

11.15. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT 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 CONSULTANT.

11.16. **Binding Agreement.** 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.

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

```
DISTRICT
South Orange County Community College District

CONSULTANT
Company Name

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

(Signature)
Name of Signature
Role

(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 by date of execution of this AGREEMENT 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>Project Executive</td>
<td>$xx</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$xx</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$xx</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$xx</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$xx</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$xx</td>
</tr>
<tr>
<td>Project Controls</td>
<td>$xx</td>
</tr>
<tr>
<td>Accounting Specialist</td>
<td>$xx</td>
</tr>
<tr>
<td>Project Assistant/Administrative Support (FOM)</td>
<td>$xx</td>
</tr>
<tr>
<td>Scheduler</td>
<td>$xx</td>
</tr>
<tr>
<td>QA/QC Specialist</td>
<td>$xx</td>
</tr>
</tbody>
</table>
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>

*Titles are likely to change*
Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice
Dr. Cheryl West  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635

SOCCCD Project Number: 105  
Consultant Invoice number:  
Purchase Order: TBD

Project: Saddleback College  
Workforce Investment Board 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>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
</tr>
<tr>
<td>Task II</td>
<td>XX.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
</tr>
<tr>
<td>Task III</td>
<td>XX.00</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT AMOUNT</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
</tr>
</tbody>
</table>

**Amendment 01**

**REVISED CONTRACT AMOUNT**  
0.00 0.00 0.00 0.00 XX.00

**Reimbursable Expenses**

*List reimbursable items*

Total Reimbursable rate at 1.1 times  
TBD 1.1 TBD

**TOTAL THIS INVOICE**  
______________________
<table>
<thead>
<tr>
<th>Tab</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover Letter</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Professional, relevant, concise: 3 page max</em></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Workforce Investment Board located in Orange County, CA</td>
<td>Required element, yes/no</td>
</tr>
<tr>
<td>5.</td>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Management experience meets project needs</em></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Scope of Work</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plan for participant outreach</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plan for tracking of participants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Projected participants served</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Format for tracking participants</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Proposed coordination with Saddleback College</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organizational Capacity</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Organizational chart</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Named staff or positions supporting activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional services</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Cost of services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Per participant cost</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Not to exceed $200,000 for all services provided</td>
<td></td>
</tr>
</tbody>
</table>