



HARTNELL COMMUNITY COLLEGE DISTRICT



Facilities Development Office
411 Central Ave.
Salinas, CA 93901
Telephone (831) 770-7044
Fax (831) 770-7040

PUBLIC NOTICE
REQUEST FOR STATEMENT OF QUALIFICATION (RFQ)
CIVIL ENGINEERING SERVICES FOR THE CITY SIDEWALK
REPLACEMENT AND CAMPUS INFRASTRUCTURE PROJECT



INFORMATION PACKAGE

INTRODUCTION

The Hartnell Community College District (District) is requesting a Statement of Qualifications (SOQ's) from qualified firms, partnerships, and corporations to provide comprehensive, professional engineering services to the District for the **City Sidewalk Replacement and Main Campus Infrastructure Project** as described in Exhibit "B". The District is engaged in ongoing new construction and major modernization projects, site development and planning, growth projects and area-wide planning associated with the local Measure H Bond. The **City Sidewalk Replacement and Main Campus Infrastructure Project** is funded by the Measure H bond and must be designed in accordance with all applicable Government codes and established procedure.

If your firm is interested in being considered for this project by the District, please submit two hard copies and one electronic copy of your Statement of Qualification (SOQ) to:

**Facilities Development Office
Attn: Damon Felice
411 Central Ave.
Salinas, CA 93901**

Completed Statement of Qualifications must be received no later than **5:00 p.m. on Thursday, March 18, 2010**. The District will not review submittals received after this time and date. No oral, telegraphic, facsimile or telephone SOQ's will be considered. SOQ's received after **5:00 p.m. on Thursday, March 18, 2010** will not be considered and will be returned unopened.

The District is not responsible for any expenses related to the preparation or presentation of the SOQ, including but limited to travel.

The SOQ may be withdrawn by the firm submitting the Statement at any time prior to the closing date and time for receipt of SOQ.

The attached documents outline the required submittal information as well as the selection criteria to be used by the District. If you have any questions, please directed them to Damon Felice at (831) 770-7044 or via e-mail at damon@felice-consulting.com.

TIME SCHEDULE

The district will follow the following timetable:

| | |
|-----------------------------------|------------|
| RFQ Available | 3/8/2010 |
| Deadline for the submittal of SOQ | 3/18/2010 |
| Selection of qualified firm(s) | 3/23/2010 |
| Issue RFP to qualified firm(s) | 3/24/2010 |
| Issue NTP to qualified firm | April 2010 |



SECTION 1 PURPOSE OF REQUEST

The Statement of Qualification (SOQ) shall respond to each item noted below, within the specific format described. Please limit response information to relevant information only. Supplemental brochure information will not be accepted and may result in disqualification of submitting firm. All proposals shall be submitted in the following format:

1. COVER LETTER/LETTER OF INTEREST

Please include the name of your firm, address, telephone number, fax number, email address, home page URL, type of firm (i.e. corporation), applicable California Registration Number(s) and the name of the Principal to contact. The letter must be signed by the representative of the firm with the authorization to bind the firm by contract. (maximum of two (2) pages)

2. FIRM ORGANIZATION AND STAFFING METHODOLOGY

Please provide a brief history of your firm, including the following information:

FIRM ORGANIZATION

- Scope of engineering services typically provided or offered by the your Firm; please include a summary of the Firm's history.
- Prior experience as engineer of record for public agency public works projects and related projects, including a general description of the scope of services provided for each contract.
- Services as an engineer for other schools, the City of Salinas or other public entity civil projects.
- Experience of the Firm's principals and employees who are licensed Engineers and have previous experience with school projects, the City of Salinas or other public entity projects.

STAFFING AND METHODOLOGY

- Address the extent to which the Owner will be permitted to request specific staff personnel to provide or perform all or portions of the Basic Services.
- Describe the your Firm's commitment of staff for specific Basic Services for the Project.
- Describe the manner in which each of the Phases of the Basic Services will be completed for the Project.
- Generally describe the approaches taken by the your Firm relative to recommendations of value engineering of the Design Documents so that: (a) the Construction Costs of the Project are within the Construction Budget established for the Project; or (b) operational/use costs are minimized.
- Generally describe approaches taken to prepare estimates of Construction Costs for the Project, including whether estimating services are typically completed by the your Firm's staff or by an outside consultant.
- Generally describe the quality control measures of the your Firm and each Design Consultant you've identified to ensure that the Design Documents for the Project conform with the design intent and other requirements established by the Owner and to minimize the extent of errors/omissions in the Design Documents.



3. PROJECT TEAM

Please identify and include a resume of the following key Team Members. Please include years with the firm, their discipline, education, and registration number(s) if applicable:

- Principal in Charge
- Senior Staff Manager
- Project Engineer
- Contract Administrator
- Any additional team members of interest that could be service

Personnel at the time of the contract signing are expected to be involved throughout the life of the project.

4. CONSULTING RESOURCES

Identify the proposed consulting disciplines associated with your firm. List the names, California registration number(s), business address(es), phone number(s), fax number(s), email address(es), and homepage URL(s), as well as date established, and time associated with your firm. Identify the number and type of each project completed in association with each consulting firm in the last five years.

5. FINANCIAL RESOURCES

- Provide credit references
- Identify insurance coverages maintained by the your Firm, including specific confirmation of commercial general liability, professional liability, errors and omission, workers compensation and employer's liability coverages as required by the attached form of Professional Services Contract (Exhibit "C").
- For each proposed Design Consultant, confirm that each Design Consultant has or will obtain each of the policies of insurance with the minimum coverage amounts set forth in the Professional Services Contract.

6. RELEVANT EXPERIENCE

- Please complete Exhibit A (attached). In this spreadsheet please provide the total number and dollar amounts of Public Works projects completed by your firm in California within the last five years. Please identify whether the project was a new construction or modernization project.
- Please identify on Exhibit A the total number of projects under contract or completed by your firm that are applying for or were funded by Public Funds.
- Please provide the number of projects in progress by your office at this time. What percentage of these projects are Public Project related?

7. CLIENT SATISFACTION

The Hartnell Community College District may contact previous clients in regard to the following questions. If your firm requests that we not contact the Client Reference, please explain the reasoning for your objection.

- Has your firm ever been terminated by a district or other client during the course of any project? If so, explain.
- List the last four public clients for whom your firm has performed design services. Reference must include:
 - Public Entity name, address
 - Contact name, phone number



- Identify project(s) for referral (list name(s) and phone number(s))

EXHIBIT "A"
PROJECT SPREADSHEET

LIST THE PUBLIC ENTITY PROJECTS, ANY LEVEL, IN PRODUCTION, UNDER CONSTRUCTION OR COMPLETED BY YOUR FIRM IN THE LAST FIVE (5) YEARS. – SEE CRITERIA ABOVE IN SECTION 6, RELEVANT EXPERIENCE

| PROJECT NAME(S) | PUBLIC ENTITY CLIENT & CONTACT NAME | COST GROUP | CURRENT DESIGN OR CONSTRUCTION STATUS | IF COMPLETE TOTAL CHANGE ORDER PERCENTAGE |
|-----------------|-------------------------------------|------------|---------------------------------------|---|
| | | | | |

- Group I \$500,000 - \$1,000,000
- Group II \$1,000,001 - \$5,000,000
- Group III \$5,000,001 - \$10,000,000
- Group IV Above \$10,000,001



EXHIBIT "B"

SCOPE OF WORK

CITY SIDEWALK WORK

As part of Hartnell College's EIR mitigation they are responsible to replace sidewalk, as needed, around the main campus. The engineering firm will be expected to work with the District consultants, the City of Salinas standards and City of Salinas staff for approval of the plans.

Below is the anticipated design schedule:

| | |
|-----------------------|------------------------------|
| Issue NTP | April 7, 2010 |
| Design Period | April 8, 2010 - May 7, 2010 |
| Issue Plans to City | May 10, 2010 - June 1, 2010 |
| Bid Period | June 2, 2010 - June 24, 2010 |
| Start of Construction | July 2010 |

CAMPUS INFRASTRUCTURE

The anticipate project will include implementing plans and specifications for the installation of isolator shut-off valves for both water and gas to the following building on the Hartnell College main campus:

CAB
Aux Gym
Main Gym
VAF
PA
Child Development
Merrill Hall
Maintenance



EXHIBIT "C"
FORM OF PROFESSIONAL SERVICES AGREEMENT

PLEASE NOTE THAT THE DISTRICT WILL NOT NEGOTIATE THE ATTACHED ARCHITECTURAL AGREEMENT, SO BY RESPONDING TO THIS RFQ YOU ARE INDICATING THAT YOU WILL SIGN THE AGREEMENT AS PRESENTED.

(SEE ATTACHED)



SECTION 2 SELECTION PROCESS & CRITERIA

All Statements of Qualifications (SOQ) received by the specified deadline will be reviewed by the Hartnell Community College District for content, completeness, experience and qualifications. After those firms deemed the most qualified are selected, further evaluation may or may not occur by a committee.

The District may also contact references and client lists provided by the firm selected to be reviewed by the committee.

The Hartnell Community College District reserves the right to select the SOQ which, in its sole judgment, best meets the needs of the District.

SELECTION CRITERIA

- A. Responsiveness to Request for SOQ – extent and depth of response.
- B. Professional reputation of firm
- C. Satisfaction of current/prior clients (References).
- D. School, City and infrastructure design experience including recent processing of plans through a public entity.
- E. Accuracy of firm's cost estimate history and ability to design within budget and implement cost saving procedures.
- F. Proven experience related to project management responsibilities and ability to work as a team with contractors, construction managers and various district personnel.
- G. Ability to deliver effective engineering services working under successive deadlines and schedule constraints.

MASTER CONSULTING AGREEMENT

THIS MASTER CONSULTING AGREEMENT ("Agreement") is made effective as of TBD, by and between Hartnell Community College ("Owner"), and TBD ("Consultant"), with respect to the Services (defined below) to be provided by Consultant for that certain project known as Hartnell College City Sidewalk Replacement and Main Campus Infrastructure Project (collectively, the "Project")

RECITALS

- A. Consultant is a civil engineering and survey firm, and is qualified to perform the engineering services contemplated by this Agreement.
- B. Owner and Consultant desire to enter into this Agreement for the purpose of defining their respective rights and obligations in connection with the Services to be provided hereunder.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **CONSULTANT RETENTION.** Owner hereby retains Consultant to perform the services described in Exhibit A in the form attached hereto, and any services not specifically enumerated which by local custom and standard practice in Consultant's industry are reasonably considered a normal consequence to complete Consultant's services under Exhibit A, and subject to, the hourly rates of compensation set forth in Exhibit C attached hereto (collectively, the "Services"). The Services shall incorporate and consist of the following: this Agreement; any plans, drawings and specifications; addenda, exhibits and special terms or conditions for the given project; and any amendments and change orders executed in accordance with the terms hereof, all of which are hereby incorporated herein by this reference. Consultant further agrees to perform other related services not within the foregoing scope upon written request by Owner, at the hourly rates of compensation set forth in Exhibit C or as otherwise agreed to in writing between the parties. Owner shall not be contractually or otherwise bound by, or responsible for, the Services performed, nor will Consultant be obligated to provide such Services without a Change Order duly executed by both parties or an amendment thereto.
2. **SCOPE OF SERVICES.** The scope of work of the Services shall be as set forth in Exhibit A of this Agreement.
3. **SCHEDULE OF PERFORMANCE.** The schedule of completion of the Services shall be as set forth in Exhibit B of this Agreement.
4. **COMPENSATION OR RATE PLAN.** The compensation of the Services shall be as set forth in Exhibit C of this Agreement. Compensation for Services shall be \$TBD.
5. **PROVISION OF INFORMATION.** Owner shall provide Consultant with such information relating to the Project as Consultant reasonably requests to permit performance of Consultant's duties hereunder.
6. **STATUS OF CONSULTANT.** Consultant shall at all times be an independent contractor and not an employee of Owner, and shall not have (nor represent that it has) authority to bind or commit Owner unless expressly authorized to do so in writing by Owner.
7. **TERM, SUSPENSION AND TERMINATION.**
 - 7.1. Termination by the Owner: This Agreement shall remain in effect until the Services set forth in the Exhibit A are completed, provided that Owner may terminate this Agreement at any time upon the giving of a thirty (30) day written notice to Consultant. Said notice shall be deemed to be effective at the time specified, or if no time is specified, at the end of the day on the day of receipt of the notice by Consultant. Consultant shall cease work at the time specified or if no time is specified, at the end of the day on the day of receipt of the aforementioned notice. If Owner so terminates this Contract without cause, Consultant shall be entitled to compensation for the Services provided as of the effective date of the termination. Notwithstanding the foregoing, Owner may also direct Consultant to temporarily suspend the Services for a period not to exceed ninety (90) days without terminating this Agreement and Consultant shall comply upon its receipt of such written direction.

7.2. Termination by Consultant: This agreement may be terminated by the Consultant by giving thirty (30) days advance written notice thereof to the Owner if the Owner fails substantially to perform in accordance with the terms hereof through no fault of Consultant, or if the Project in whole or substantial part is stopped for period of sixty (60) days under an order of any court or other government authority having jurisdiction over the project or as a result of an act of government. Such notice shall describe the basis for the termination and shall specify the termination date. The agreement will terminate at the expiration of 30-day notice period, unless the Owner has completely cured the default, or the government has ceased suspension of all or a substantial portion of the Project by such date.

7.3. Compensation Upon Termination: In the event of termination under Section 5.1 the Consultant shall paid all compensation due for services performed and expenses incurred through the date of termination.

8. COMPENSATION AND NON-REIMBURSABLE EXPENSES. Whether Consultant's compensation is lump sum, hourly, or monthly, for performance of the Services hereunder, Consultant shall not exceed the sum set forth in the Proposal without signed authorization by Owner. Owner shall not be responsible for payment of any unauthorized expenditures incurred by Consultant. Applicable reimbursable expenses, if any, as set forth in the Proposal, shall not include telephone, facsimile, postage, clerical personal time, computer charges or travel costs for trips within a fifty (50) mile radius of the Project site. Owner shall be afforded access to and the right to audit Consultant's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement, and Consultant shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after the date of final payment by Owner.

9. BILLINGS AND PAYMENT. So long as Consultant is not in default under this Agreement, payments will be made for the Services completed at the times and in the amounts set forth below.

9.1. Progress Payments and Final Payment. Upon submission by Consultant of an invoice for services, Owner agrees to make progress payments to Consultant for services performed pursuant Exhibit A and any approved Change Orders. Final payment shall be made so long as all grounds for withholding payments, enumerated under Section 7.3 below, have been satisfied, and satisfactory proof that all claims, including, without limitation, taxes, growing out of the Services (and any liens related thereto) have been released.

9.2. Request for payment.

(a) Forms. Consultant shall prepare and present Owner, for Owner's approval, a statement in form and detail acceptable to Owner showing the amount due for each payment period. Each statement must be received by Owner as applicable and shall contain the following information related to each statement:

- (1) The current Contract Sum including approved "Authorizations for Extra Services and Change Order" (as defined in Section 8).
- (2) The percentage of completion of the Services.

10. The net amount due for the current period.

10.1. Payments. If the Consultant is not in default under this agreement, Owner shall pay the invoice within thirty (30) days after Owner's receipt thereof. Consultant's acceptance of payment shall constitute a waiver of any claims not previously raised in writing with respect to the Services covered by the invoice.

10.2. Consultant's Application of Payment. Before application to any other purpose, any and all funds payable to Consultant hereunder are hereby declared to constitute trust funds in the hands of Consultant to be applied first to the payment of (i) claims of Consultant's subconsultants, laborers and materialmen arising out of the described Services, (ii) claims for utilities furnished and taxes imposed, and (iii) premiums on surety bonds, other bonds filed, and insurance accruing during the period of the Services.

10.3. Consultant's Receipt of Payments. Any payment made hereunder or advances made by Owner prior to full completion and final acceptance of the Services shall not be construed as evidence of acceptance of any of Consultant's Services by Owner. If construction loan funds are deposited in a joint control account, Consultant agrees to accept payments from such account, and any payment order given by Owner to Consultant thereon shall be deemed payment by Owner and a release of Owner in the amount of any such order. Owner shall have the right to make payments to Consultant hereunder by checks payable jointly to Consultant and Consultant's employees, subconsultants, suppliers, laborers, materialmen or the like.

11. ADDITIONS, CHANGES AND MODIFICATION TO AGREEMENT. The terms and conditions of this Agreement are not subject to modification or change, unless such addition, modification or change is made in writing by a duly authorized representative of Owner pursuant to an “Authorization for Extra Work and Change Order.” Any addition, change, or modification made by any other person or persons shall not be binding upon Owner, nor shall Owner have any responsibility or liability for unauthorized additions, changes or modifications to this Agreement. All Authorizations for Extra Work and Change Orders shall be made a part of this Agreement and subject to all terms and conditions set forth herein.

12. DUTIES OF CONSULTANT. Consultant shall at all times perform its obligations under this Agreement with that degree of professional diligence normally expected of Consultants on projects similar to the Project. Consultant shall use due professional care to perform the Services in accordance with all applicable laws, statutes and regulations. Consultant recognizes that Owner will rely on Consultant to advise Owner on any known new developments in techniques or procedures affecting the design of the **City Sidewalk Replacement and Main Campus Infrastructure Project** that could enhance or expedite the construction of the Project.

13. CONFIDENTIALITY. Consultant shall keep confidential and not disclose to any person, firm, or corporation, except to its employees involved in performance of the Services, Owner and its employees, and other Consultants or Consultants as authorized by Owner in writing, any information relating to the Services or the Project, whether written or oral and whether disclosed to it by Owner or derived from third party sources.

14. CONFLICT OF INTEREST. Consultant shall not, during the term hereof, engage in any work or services for any other client which might reasonably constitute a conflict of interest with respect to the Services described in the Exhibit A.

15. GOVERNMENTAL APPROVALS. If required by the Exhibit A or the contract documents, Consultant shall cooperate with Owner in obtaining those governmental approvals necessary or helpful to the Project and shall, when expressly requested by Owner or otherwise required, attend public and private meetings with government officials in furtherance of the Project, provided that Consultant shall under no circumstances meet with such officials without a representative of Owner present during such meeting, unless express prior written permission shall have been given by Owner. Fees charged by government agencies for all such approvals will be paid by Owner.

16. INSURANCE.

16.1. Required Coverage. Consultant shall provide to Owner, or if directed by Owner or Owner’s insurance manager, copies of insurance policies or certificates of insurance acceptable to Owner evidencing all insurance coverages required under this Agreement, including the amount of deductibles, not later than seven (7) days prior to commencement of performance of any work in connection with this Agreement and thirty (30) days prior to the expiration of any policy. The certificates shall (i) include the additional insured requirements specified in this Section 13, (ii) state that the policy is not subject to cancellation without at least thirty (30) days prior written notice to Owner (or at least ten (10) days prior written notice for cancellation due to nonpayment of premiums), and (iii) include copies of all applicable endorsements executed by all insurance carriers. The insurance required under this Agreement shall include:

(a) Worker’s Compensation. As required by the laws of the state in which the work is to be performed including Coverage A (Statutory Policy Form) and Coverage B (Employer’s Liability Coverage) with limits of not less than the following:

| | |
|---------------------------|---------------------------|
| Bodily injury by accident | \$1,000,000 each accident |
| Bodily injury by disease | \$1,000,000 each employee |

(b) General Liability. Commercial General Liability on an occurrence basis (claims made coverage not acceptable), including Premises and Operations, Owners and Consultants Protective, Personal Injury, Broad Form Blanket Contractual, Broad Form Property Damage, duty to defend by the insurance company, including defense costs in excess of the policy limits, Personal Injury Liability, Severability of Interest or Cross-Liability, deletion of any limitation on contractual liability for operations within fifty (50) feet of a railroad property, and Products & Completed Operations coverage in the following minimum limits or limit carried, whichever is greater, or such higher limits as Owner may specify:

| | |
|---|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |
| Products-Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (Other than Products-Completed Operations) | \$2,000,000 |

(c) Automobile. Comprehensive Automobile Liability insurance covering the operation, maintenance or use of all owned, non-owned, employee and hired vehicles utilized by Consultant in connection with the Services with a Combined Bodily Injury and Property Damage single limit of not less than \$1,000,000, or limit carried, whichever is greater.

(d) Professional Liability. Professional Liability Insurance insuring the Consultant against claims for bodily injury, property damage, environmental damage due to errors and omissions in the performance of professional services Work rendered by or on behalf of Consultant, with minimum limits of one million Dollars (\$1,000,000).

(e) Umbrella Liability. Umbrella Liability coverage with limits of not less than \$5,000,000 aggregate listing all policies and coverages required under items, (b) and (c) above as underlying policies. Coverage to be following form excess of the underlying, and is to drop down and apply as primary coverage if the underlying coverage is depleted. Defense costs are to be in addition to policy limits.

(f) Deductibles. Any deductibles shall be subject to Owner’s written approval and shall not in any event exceed \$5,000, except for Professional Liability insurance the deductible shall not exceed \$75,000

16.2. Waiver of Subrogation. Consultant shall cause all policies to contain a provision requiring the insurance carriers to waive all rights of subrogation against Owner. Consultant shall require all of its subconsultants, by appropriate agreements, written where legally required for validity, to provide similar waivers of subrogation in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.

16.3. Additional Insured. The primary commercial general liability insurance policy material by consultant, pursuant to this agreement, shall name the Owner as additional insured only.

16.4. Notice of Cancellation. Each of the above required policies shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to Owner given at least thirty (30) days prior to the effective date of such cancellation or reduction or ten (10) days prior written notice for cancellation for nonpayment of premiums. In the event the coverage evidenced by any such policy is canceled or reduced, Consultant shall procure and furnish to Owner before the effective date of such cancellation, new policies conforming to the above requirements. In the cancellation section of the policy, Consultant shall delete the words “endeavor to” and “failure to mail such notice shall impose no obligation or liability of any kind upon Company.” Should any policy expire or be canceled before the expiration of this Agreement and Consultant fails immediately to procure other insurances specified, Owner reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Consultant under this Agreement.

16.5. Carrier Insurance Types. All insurance described under this Section 15 to be carried by Consultant will be maintained by Consultant at its expense with insurance carriers licensed and approved to do business in California, having a general policyholders rating of not less than an “B+/VII” in the most current Best’s Key Rating Guide.

16.6. Damages. Nothing contained in these insurance requirements is to be construed as limiting the type, quality or quantity of insurance Consultant should maintain or the extent of Consultant’s responsibility or liability for payment of damages resulting from its operations under this Agreement. The carrying of the insurance as specified herein shall not be construed to be a limitation of liability on the part of Consultant, nor shall it relieve Consultant from any liability under this Agreement or as a matter of law. Owner is not responsible for any loss or damage to property owned, rented or leased by Consultant and/or its subconsultants, employees and agents or any of them, unless the property will become part of the permanent construction.

16.7. Liability for Failure to Maintain Insurance. Consultant, its subconsultants shall be liable for all losses and costs if Consultant or its subconsultants shall fail to maintain the coverage required hereunder. Owner may secure such insurance in the name of Consultant or its subconsultants and Consultant shall pay all costs of such insurance. Consultant and its subconsultants shall cooperate fully with Owner in obtaining such coverage.

16.8. Subconsultants' Insurance. Consultant shall require its subconsultants to provide insurance as specified in Section 13.1 provided that the Professional Liability coverage for each such subconsultants shall be \$1,000,000, unless otherwise directed by Owner. Consultant shall require its subconsultants to be responsible for obtaining and forwarding to Owner the appropriate certificates or other evidence of insurance. Consultant hereby agrees that it is Consultant's responsibility to require and document that each subconsultants acquire and maintain insurance of the type and in the amounts specified herein.

16.9. Owner's Right to Modify Insurance Requirements. Owner reserves the right from time to time to modify the insurance requirements contained in this Section 15 and by Change Order to require Consultant or its subconsultants to obtain additional or more extensive coverages as may be required by Owner. Owner shall give written notice to Consultant of any such changed insurance requirements and Consultant shall make all efforts reasonably necessary to comply with such requirements at owners expense.

17. PRINCIPAL REPRESENTATIVE OF CONSULTANT. Regardless of the form of Consultant's business entity, Owner may require that the Services be performed or supervised personally by a designated person or persons. If any such designated person shall, during the term hereof, cease to be associated with Consultant for whatever reason, or otherwise fail to so perform or personally supervise the performance of the Services, Owner may request the Consultant to submit additional resumes and select a qualified person as replacement. Should the Consultant failed to produce qualified candidate, Owner as its sole option may terminate this Agreement.

18. CONSULTANT'S EMPLOYEES. Consultant represents that all employees of Consultant who perform any portion of the Services shall be fully qualified to perform such Services and appropriately licensed as necessary. All such employees shall conduct themselves in a proper and professional manner and shall do no act which might cause Owner to be placed in disrepute. Unless prohibited by laws relating to civil rights and discrimination, Consultant agrees to remove from the Project any employee objectionable to Owner, upon request by Owner.

19. ANNOUNCEMENTS. Consultant shall not issue any public announcement or press release relating to the Project, or this Agreement, without the prior written consent of Owner, which may be given or withheld in Owner's sole and absolute discretion.

20. INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall, indemnify, hold harmless and defend Owner, its affiliated entities, and each of their respective partners, members, managers, officers, directors, shareholders, and employees (collectively, "Indemnitees") from and against any and all claims, demands, liabilities, damages, costs or expenses, including, without limitation, attorneys' fees, expert witness' fees and court costs, incurred by or made against Indemnitees to the extent caused by or resulting from any negligent error or omission of Consultant or any of Consultant's, employees, or subconsultants (individually, "Consultant Party" and collectively, "Consultant Parties") arising out of or relating to this Agreement, or otherwise with respect to Consultant's or any Consultant Party's work on the Project. Indemnitees shall also be entitled to all costs and expenses incurred in any action, demand or claim to enforce this indemnity provision. The obligations of Consultant pursuant to this paragraph shall survive the termination of this Agreement. This indemnity shall not extend to any claims, demands, liabilities, damages, costs or expenses arising out of the negligence or willful misconduct of Indemnitees. Each of the foregoing duties of Consultant is independent, and applies to any negligent acts or omissions of Consultant or any Consultant Party, whether active or passive.

21. OWNERSHIP OF PLANS, SPECIFICATIONS, ETC. Consultant hereby grants and assigns to Owner all of Consultant's and its subconsultants' right, title and interest in and to all copyrights and other proprietary rights in documents they prepare or modify in connection with this Agreement, in any tangible, electronic or other form or medium whether now known or later developed (including CAD data files, models, sketches, renderings, reports, analyses and other expressions) (collectively, the "Documents"), including the right to use, copy, reproduce, display, modify, publicly perform and make derivatives thereof, and the right to secure renewals and extensions of such rights. Such grant and assignment shall be effective as to each of the Documents when and as delivered to Owner, regardless of whether the project is commenced or the Documents in their entirety are completed. Consultant shall take such additional actions as may be reasonably required by Owner to vest such right, title and interest. Such grant and assignment of Consultant's right, title and interest is intended to apply only

for use on this project, and Consultant shall not be responsible for any other use by Owner or other third parties.

22. PERIOD OF CORRECTION. As used herein the term “Correction Period” shall mean the date from final payment by Owner to Consultant for the Services rendered hereunder to the date one year after the date of final payment. Consultant shall, to Owner’s reasonable satisfaction, (i) re-execute or otherwise remedy any parts of the Services performed hereunder that fail to conform with Exhibit A and any defects in the Services due to faulty work product and that become apparent during the progress of the Services or during the Correction Period. All such corrective work shall be performed at such times as are mutually acceptable to Owner and Consultant so as to avoid, to the extent practicable, disruption to the activities of Owner or the occupants of the Project. The provision of this Section 19 shall apply to any Services performed on behalf of Consultant as well as any Services performed directly by employees of Consultant.

23. PROTECTION OF PERSONS AND PROPERTY.

23.1. Safety Precautions and Programs. Consultant shall be solely responsible for initiating, maintaining and supervising all health and safety precautions and programs in connection with its operations and the Services. All health and safety requirements shall apply continuously and shall not be limited to normal working hours. The right of Owner or its representatives to conduct inspections of the Services or review of Consultant’s performance is not intended to include review of the adequacy or inadequacy of Consultant’s safety measures on or near the Project site.

23.2. Safety of Persons and Property.

(a) Consultant shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (1) all persons at the Project site and all other persons who may be affected by the Services;
- (2) all the Services and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of Consultant or any of its subconsultants.

(b) All personnel at the Project site shall conduct themselves in an appropriate manner, and Consultant agrees to remove any worker deemed objectionable by Owner. Consultant shall prohibit the possession, use and being under the influence of any alcoholic beverage, illegal drug or any substance adversely affecting perception, judgment, ability or performance.

23.3. General and Public Safety.

(a) Consultant shall give all notices and comply with all applicable laws bearing on the health and safety of persons and/or property or their protection from damage, injury or loss. Consultant shall promptly comply with all reasonable requests of Owner and its agents, within Consultant’s original proposal, relating to health, safety and protection of property at no additional expense to Owner.

24. USE OF NAME. Consultant shall not use any name, trademark or service mark of Owner without the prior written consent of Owner, which may be given or withheld in Owner’s sole and absolute discretion.

25. SIGN RESTRICTION. Consultant shall not at any time display any signs identifying Consultant or otherwise advertising Consultant’s name at the Project site without the prior written consent of Owner, which may be given or withheld in Owner’s sole and absolute discretion.

26. COORDINATION WITH OTHER CONSULTANTS OR SUBCONSULTANTS. Consultant shall, while the Services are in progress, coordinate its Services with all other Consultants or subconsultants of Owner retained in connection with the Project. Where correction and/or rework is necessary by reason of failure of such coordination on the part of Consultant, no charge for such correction and/or additional work shall be honored by Owner if it could have been avoided by proper coordination on the part of Consultant with such other Consultants or subconsultants. Consultant has no responsibility or liability for any construction documents, calculations, or specifications prepared by any other Consultant directly employed by Owner.

27. ASSIGNMENT. The parties understand and agree that Owner may assign its interest in this Agreement to an affiliate or successor in interest of Owner and effective upon such assignment, all references to “Owner” herein shall refer to such affiliate or successor. In addition, Consultant hereby consents to the assignment of

Owner's interest hereunder by Owner to any applicable construction lender in connection with the funding of any construction loan for the Project. Consultant may not assign this Agreement without Owner's prior written consent, which may be given or withheld in Owner's sole and absolute discretion. In all other respects, this Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties hereto.

28. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California, which shall also be the proper venue for disputes under this Agreement.

29. TAXES. Consultant shall pay all taxes imposed by federal, state, or local government on payrolls or compensation of its employees and any other taxes, fees, and charges on account of this Agreement and the receipts therefrom, or its performance hereunder.

30. DEFAULT. Consultant shall be in default under this Agreement if it fails to (i) diligently prosecute the Services, (ii) make prompt payment to its subconsultants and suppliers, (iii) obey all applicable laws and regulations, or (iv) otherwise perform its obligations hereunder. Upon such default, Owner may exercise all lawful remedies including completing the Services at Consultant's expense and withholding further payment to Consultant.

31. INSOLVENCY OR BANKRUPTCY. In the event Consultant becomes insolvent, is unable to pay its obligations as they become due, or files a petition in bankruptcy, the Agreement may be terminated at the option of Owner. Consultant hereby authorizes all financial institutions, materialmen and individuals to disclose to Owner Consultant's financial status, credit and manner of meeting obligations.

32. ENFORCEMENT. In the event that either party hereto brings a legal action to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all costs and expenses, including attorneys' fees and expert witness' fees, actually incurred in connection therewith, both at trial and on appeal.

33. NO DELAY. Notwithstanding the fact that a dispute, controversy or question shall have arisen in (i) the interpretation of any provision of the Exhibit A, (ii) the performance of any Services, (iii) the delivery of any material, (iv) the payment of any monies to Consultant, or otherwise, Consultant shall not directly or indirectly stop or delay any Services required to be performed, or stop or delay the delivery of any materials required to be furnished hereunder, if any, pending the determination of such dispute or controversy, regardless of whether such controversy, dispute or question is subject to arbitration, litigation or judicial reference.

34. WAIVER. No waiver by either party of any of the terms or conditions hereof shall constitute or signify a continuing waiver of any such term or condition.

35. NOTICE. Notices, requests and other communications hereunder shall be personally delivered or mailed by registered or certified mail, return receipt requested, addressed to the respective party at the locations as set forth in the signature page to this Agreement. Notices shall be deemed given upon receipt or if delivered personally on a Sunday or holiday, on the next working day following personal delivery. The parties hereto may change their addresses by giving written notice thereof to one another, effective upon receipt.

36. AMENDMENT. This Agreement and any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

37. EQUAL OPPORTUNITY.

37.1. No Discrimination. During the performance of the Services, Consultant shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, age, ancestry, religion, marital status or handicap. Consultant shall take affirmative action to ensure that applicants are employed and treated during employment without regard to their sex, race, creed, color, national origin, age, ancestry, religion, marital status or handicap. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 35.

37.2. Job Solicitations. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants shall receive consideration for employment without regard to sex, race, creed, color, national origin, age, ancestry, religion, marital status or handicap.

37.3. Selection of Subconsultants. Consultant shall not discriminate in the selection of subconsultants or suppliers because of sex, race, creed, color, national origin, age, ancestry, religion, marital status or handicap.

37.4. Compliance with Applicable Laws. Consultant shall be solely responsible for complying with all local, state, or federal regulations, laws, guidelines, or policies which are applicable to the Services.

38. SERVICES PRIOR TO EXECUTION. The parties recognize that if any portion of the Services required hereunder was performed prior to the date of execution of this Agreement, all of such Services shall be governed by the terms and conditions of this Agreement and shall be deemed to be included as a part of the Services. Consultant shall not be entitled to any compensation for such prior activities and Services, except as expressly provided herein. Without limiting the foregoing, all of Consultant's liabilities and obligations to Owner hereunder shall apply to all Services provided by Consultant for the Project prior hereto, notwithstanding the fact that such Services may have been performed pursuant to prior negotiations, representations, agreements, understandings or otherwise. The execution of this Agreement shall not however be deemed an approval or acceptance by Owner of any such Services heretofore performed by Consultant

39. ENTIRE AGREEMENT. This Agreement, in conjunction with the Exhibit A , represents the entire and integrated agreement between Owner and Consultant with respect to the Services set forth in the Exhibit A and all other matters contained herein and supersedes all prior negotiations, representations, or agreements regarding the Services or such matters. This Agreement may be supplemented only by a Change Order and may be amended only by a written instrument signed by both Owner and Consultant.

37. ARBITRATION. Any dispute, controversy or claim between the parties arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the American Arbitration Association rules as presently in force. Notwithstanding the foregoing, if such dispute, controversy or claim is \$50,000 or more, neither party shall be required to submit the matter to arbitration without its prior written consent, which may be given or withheld in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

“Owner”

“Consultant”

HARTNELL COMMUNITY COLLEGE,
a California Community College

C3 ENGINEERING

By: _____
Name: Dr. Phoebe K. Helm
Title: Superintendent / President

By: _____
Name: _____
Title: _____

Address for Notices:

Address for Notices:

Hartnell College
411 Central Ave.
Salinas, CA 93901
Attn: Mr. Damon Felice
Fax Number: (831) 770-7040
Address for Payment:

Hartnell College
Facilities Development Office
411 Central Ave.
Salinas, CA 93901
Attn: Mr. Damon Felice
Fax Number: (831) 770-7040

EXHIBIT A
Description of Services

EXHIBIT B

Schedule of Completion of the Services

TWELVE (12) MONTH OR AS NEEDED

EXHIBIT C

Hourly Rates of Compensation

SEE ATTACHED EXHIBIT A