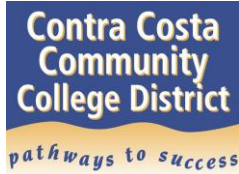


STANDARD DISTRICT AGREEMENT FOR REVIEW
RFQ COMMISSIONING SERVICES



CONTRA COSTA COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

Contract No _____

THIS Agreement is made and entered into this **xxx, 2016** by and between CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“DISTRICT”), and **XXXXXX**, a California corporation with offices at **XXXXXX** (“CONSULTANT”) to provide consulting SERVICES for the **XXXXXX** Project located at **Los Medanos College, 2700 East Leland Road, Pittsburg, CA 94565**

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Consultant is authorized by District pursuant to this Consultant Agreement effective as of the above date, to provide consultation and related professional SERVICES as follows:

SCOPE OF WORK

2. TERM:

Consultant shall commence providing SERVICES under this Agreement on the date stated above and shall diligently perform the SERVICES as required and complete performance by **XXXXXX, 2016** or modified as agreed by both parties in writing.

3. PAYMENTS:

CONSULTANT shall provide SERVICES as listed in this Agreement:

3.1 CONSULTANT shall bill monthly on a percentage of completion by task. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing SERVICES for DISTRICT, except as approved by the DISTRICT Chief Facilities Planner. Payment shall be Net 30 days after approval of CONSULTANT’s invoices. Additional Services may be added by Change Order either as additional fixed price amounts or on a time and material basis based on the rate schedule included in Exhibit C which will be in effect for the term of this Agreement.

4. INDEPENDENT CONTRACTOR:

The CONSULTANT, in the performance of this Agreement, shall be and shall act as an independent contractor. The 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 to employees of the DISTRICT or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. The CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the SERVICES to be provided under this Agreement.

5. TAXES:

The CONSULTANT acknowledges and agrees that it is the sole responsibility of The CONSULTANT to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate Federal, State or Local tax authority. No part of the CONSULTANT’s compensation shall be subject to withholding by the DISTRICT for payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

6. MATERIALS:

The CONSULTANT shall furnish all labor, materials, equipment, supplies and other items necessary to complete the SERVICES to be provided pursuant to this Agreement, at CONSULTANT’s expense except as approved by the District as reimbursable.

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The CONSULTANT's SERVICES shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her professional discipline.

7. STANDARD OF CARE:

The CONSULTANT shall render SERVICES in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the PROJECT and at the time the SERVICES are to be performed. The CONSULTANT's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction of any other provision of this Agreement. The CONSULTANT expressly disclaims all warranties, express, implied, or statutory regarding the SERVICES, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non infringement. Neither party shall be liable, under any circumstances, for any incidental, indirect, exemplary, special or consequential damages.

8. CONFIDENTIALITY & USE OF INFORMATION:

The CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

The CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event the CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, or DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

9. AUDIT & INSPECTION OF RECORDS:

At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and CONSULTANT shall permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. WORKS FOR HIRE / COPYRIGHT / TRADEMARK / PATENT:

The CONSULTANT understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, 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. The CONSULTANT consents to use of CONSULTANT name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. TERMINATION:

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. Written notice by District shall be sufficient to stop further performance of SERVICES by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or not later than ten (10) calendar days after the day of mailing, whichever is sooner.

DISTRICT may also 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; (c) or if CONSULTANT is adjudged a bankrupt, and CONSULTANT makes a

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general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) calendar 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) calendar days cease and terminate. In the event of such termination, the DISTRICT may secure the required SERVICES from another consultant. If the cost to the DISTRICT of obtaining the SERVICES from another consultant exceeds the cost of providing the SERVICES pursuant to this Agreement, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

12. HOLD HARMLESS:

The CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents;

Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement;

13. CERTIFICATE OF INSURANCE:

The CONSULTANT shall purchase and maintain such insurance as will provide protection against claims set forth below which may arise out of or result from the CONSULTANT's operations under the contract, whether such operations by the CONSULTANT or by any sub-consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under worker's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained, (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT, or (2) by any other person for not less than \$1,000,000 for each accident; and
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from for not less than \$1,000,000.

Certificates of Insurance naming the DISTRICT as an Additional Insured shall be filed with the DISTRICT prior to commencement of the SERVICES. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the DISTRICT.

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ADDITIONAL INSURED LANGUAGE: "The District, the Governing Board, the Campuses, their Officers, Employees, Volunteers, Agents, and Students are covered as Additional Insureds" The acceptable Additional Insured Endorsement Form is CG 20 10 11 85.

14. **ASSIGNMENT:**
The obligations of the CONSULTANT pursuant to this Agreement shall not be assigned by the CONSULTANT.
15. **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 applicable to CONSULTANT.
16. **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.
17. **ENTIRE AGREEMENT / AMMENDMENT:**
This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the SERVICES contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
18. **NON-DISCRIMINATION IN EMPLOYMENT:**
The CONSULTANT agrees that it shall not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
19. **NON-WAIVER:**
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.
20. **ADMINISTRATOR OF AGREEMENT:**
This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For DISTRICT: Mr. Ray Pyle
 Chief Facilities Planner
 Contra Costa Community College District
 500 Court Street, Martinez, CA 94553

 Phone: 925-229-6842; Email: rpyle@4cd.edu

For CONSULTANT:

21. **NOTICE:**
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. SERVICES shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.
22. **SEVERABILITY:**

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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 will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

23. **GOVERNING LAWS:**

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

24. **WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

In witness thereof, the parties hereto have executed this agreement:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

COMPANY NAME

Assistant Secretary, Governing Board

Authorized Signature

Name / Title

Name / Title

Date: _____

License No: _____

Federal Tax ID No: _____

Date: _____