

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR PROPOSAL NO.: B-11**

**EDUCATION MASTER PLAN – DISTRICT-WIDE**

**Proposals Due:**

**JULY 27, 2010 at 2:00 P.M.**



**Return Bids To:  
District Office  
Facilities Planning & Management Department  
5020 Franklin Drive  
Pleasanton, California 94588**

**Tel.: (925) 485-5287  
Fax: (925) 485-5294**

**RFP No. B-11**  
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## NOTICE INVITING REQUEST FOR PROPOSALS

**NOTICE IS HEREBY GIVEN** that Chabot-Las Positas Community College District, State of California, hereby calls for proposals – Consultant for the Development of a DistrictWide Educational Master Plan, RFP No. B-11, in which the plan will include an examination of potential academic program development, potential for maximum growth at build-out for each of the colleges campuses, long-range program development and massing plans to support program development, including expansion of existing programs, addition of new program, and direction for the institution as a whole to be delivered to the Contract Manager, Facilities Planning & Management Department, 5020 Franklin Drive, Pleasanton, California 94588 until Tuesday, July 27, 2010 at 2:00 p.m. at which time and place said proposals will be examined. Faxed or emailed proposals will not be accepted.

Request for Proposals will be available by Tuesday, July 13, 2010 at the Facilities website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php> (Adobe Reader is required for downloading document) Inquiries regarding this proposal should be directed to office of the Contract Manager, Facilities Planning & Management, Victoria L. Lamica, Contract Manager, e-mail [vlamica@clpccd.org](mailto:vlamica@clpccd.org) . Reference RFP No. B-11 on all inquiries.

The Board of Trustees reserves the right to reject any and all proposals and any and all items of such proposals. For more information, please refer to the Facilities Measure B Program Website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>

## **1. BACKGROUND AND INTRODUCTION:**

The Chabot-Las Positas Community College District (CLPCCD) on behalf of the CLPCCD Board of Trustees and the District's two colleges, requests proposals from qualified consultants to assist the District and college administration, faculty and staff in preparing a District-Wide Educational Master Plan (DEMP) for the District's two colleges, its District-Wide Economic Development and Contract Education, and the institution as a whole. The plan will include an examination of potential academic program development, potential for maximum growth at build-out for each of the colleges, long-range program development and massing plans to support program development, including expansion of existing programs, addition of new programs, and direction for the institution as a whole. The DEMP will provide the foundation for a new facilities master plan, to be written in tandem with the plan, but in a distinct process.

The Chabot-Las Positas Community College District is located in Alameda County. The District consists of two colleges. Interested respondents to this RFP should go to [www.clpccd.org](http://www.clpccd.org) to learn more about the District. This web site includes information, including the current academic, facilities and technology master plans that will be essential in the preparation of a response to this RFP.

The most recent comprehensive Educational Master Plan for each of the colleges may be found at: <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php>

## **2. PROPOSED PROJECT – District-Wide Educational Master Planning:**

The selected consultant will be required to produce written, graphic, and digital documentation of updated educational plans, as well as plans for individual disciplines of new programs to accommodate maximum student enrollment. The consultant will assist the District in the planning process through adoption of the plan by the District's Board of Trustees.

The consultant will work with the District and College leadership, Academic Division of each college, the Institutional Planning and Budgeting Council (IPBC), and other District constituencies and committees to develop the District-Wide Educational Master Plan through participation in open forums, committee meetings and public review. The final product will include, but not be limited to:

- A planning document that will outline each college and transit-educational hub's educational plan, as well as the development plans for individual disciplines; and
- Linkages between the District-Wide Educational Master Plan and the Facilities Master Plan for each college based on assignable square footage requirements that illustrate the facilities requirements for achieving the master plan's projections of enrollment growth, program growth, and program additions. A critical component of the final product will be a recommendation for the final build-out size for each site, and a comprehensive analysis and justification for development of a distinct identity and direction District-Wide.

The District-Wide Educational Master Plan document will include but not be limited to:

- District-Wide background, including its mission, vision and values;
- Population growth and employment trends; economic conditions; household incomes; age profiles; workforce characteristics for each of the college's service area and region's;

- Educational trends; program of instruction; curriculum growth and adjustments; detailed assessment of college service areas; financial plan that looks at all resources including full-time and part-time faculty and professional staff; technology and other resources;
- Enrollment trends; productivity and enrollment management; student demographic profile; capacity for growth; weekly student contact hours; future growth rate by college;
- Institutional identity and direction; and
- Analysis of current program status and support programs for each college and transit-educational hubs

**A. Planning Team and Process:** The consultant should include appropriate individuals familiar with educational program planning and technical planning in the California Community Colleges, as well as data-driven decision processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of Chabot-Las Positas Community College District, including each college and transit-educational hubs. The consultant’s proposal should include a description of the recommended approach to developing the planning process and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops and presentations with stakeholders from the District and each college and transit-educational hubs.

During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with CLPCCD standards for review and distribution by CLPCCD staff.

### 3. SCOPE OF REQUIRED SERVICES:

**A. Final Product:** The consultant will prepare the final comprehensive Educational Master Plan document which will incorporate both Chabot College’s master plan and Las Positas College’s master plan.

The educational master planning consultant will prepare a draft and a final planning document that will include, but not be limited to, the following elements:

- Executive Summary
- Background:
  1. Educational master planning process
    - a. Timelines
    - b. Step by step process
  2. State rules and guidelines
  3. Description of the District and the college’s:
    - a. Mission, Vision, Values
    - b. Description of colleges and sites
      - i. Chabot College
      - ii. Las Positas College

- iii. Transit-Educational Hubs
    - iv. District-Wide Economic Development and Contract Education
  - c. Opportunities and challenges
  - d. Programs
  - e. Adjoining Districts
- Population and Employment Trends:
  1. Local
  2. County-wide
  3. K-12
  4. National
  5. Global
- Educational Trends:
  1. Neighboring/Adjoining California Community College
  2. County-wide
  3. K-12
  4. National
  5. Global Higher Education Systems
    - a. CSU-UC
    - b. Other Systems
      - i. Private
      - ii. Out-of-state
- Enrollment Trends:
  1. Demographic Data
  2. Concurrent Enrollment
  3. Past Trends
  4. Adult Population Projections
  5. Participation Rates
  6. Student Free Flow
  7. Projected Enrollments by Type, e.g. International, Veterans, Etc.
- Institutional Identity and Direction

- Analysis of Individual and Support Programs:
  1. Program Description
  2. Program Review
  3. Future Development and Implications, e.g. Baseball & Softball impact on operating expenses?
  4. Role of Technology
  5. Projected WSCH
    - a. Lecture Space
    - b. Laboratory Space
  6. Facility (ASF) Requirement
- Linkages between ASF and Facilities Master Plan:
  1. Converting WSCH to ASF
  2. Midterm and Long-term Information

#### **4. SUBMITTAL FORMAT AND SELECTION CRITERIA**

**Qualifications:** Prospective consultant should assemble a planning team that has the following qualifications:

- a. Outstanding credentials in working with community college district educational program planning, long range planning and master planning.
- b. Public involvement and communications expertise.

Highest consideration will be given to consultants with demonstrated understanding and experience in master planning and long-range educational planning, the relationship of District master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District and colleges.

**Proposal Format:** Consultant's proposal should be concise and contain the following sections in order as shown.

- a. **Introduction** – Describe philosophy of consultant/firm and areas in which consultant/firm excel. Describe what is unique about the consultant/firm as it relates to this specific project.
- b. **Approach** – It will be the responsibility of the educational master planning consultant to prepare the final, comprehensive Educational Master Plan document. The educational master planning consultant will work closely with the facilities master planning consultant to ensure accurate, timely and sufficient information necessary to complete the overall Educational Master Planning process.

In this section, please describe the specific techniques to be employed. Outline anticipated work plan and schedule. Describe how your team will work with the District and college leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule to present results to the Board of Trustees.

The proposal should specifically address how the team would balance the reality of deadlines with Chabot-Las Positas embedded tradition of collegial governance and deliberative processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a college.

- c. **Statement of Qualifications/Team Description and Relevant Professional Experience** – Provide names and the educational and professional backgrounds of each team member, including sub-consultants, if applicable. Describe experience of each team member relative to college/campus long-range and master planning and the proposed role for each team member.
- d. **Project Experience** – List projects in chronological order in which team members were involved. Indicate whether project was done by firm or by team member when employed in another firm.
- e. **Client Relationships and References** – Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the consultant(s)/firm in the past five years. In addition, please list references for each institution for which you or your firm has prepared a master or long-range educational plan. Please list the facilities master planning consultant with whom you worked for each of these projects.
- f. **Fee Proposal:** Provide a total fee proposal with supporting details using the form provided herein. Estimates should be provided for time and work effort required, hourly billing rates, and any estimated reimbursable expenses (e.g., printing and copying expenses) that are not covered by fees.

## 5. SUBMISSION OF PROPOSALS

Interested consultants should submit four (4) copies of their bound proposal, including one clearly marked original document with original signatures and one (1) CD, to CLPCCD by the due date and time stated herein. Proposals should be clearly labeled “**RFP No. B-11, District-Wide Educational Master Plan**” and delivered to CLPCCD in the following manner:

By U.S. Mail or other delivery service such as UPS, FedEx, etc., or personal delivery to:

Ms. Victoria L. Lamica, Contract Manager  
Facilities Planning and Management  
Chabot-Las Positas Community College District  
5020 Franklin Drive  
Pleasanton, CA 94588

**ALL PROPOSALS MUST BE RECEIVED BY NO LATER THAN: Tuesday, July 27, 2010 by 2:00 P.M.** No oral, telegraphic, electronic, facsimile or telephone statements will be considered. Any Proposals received after **2:00 PM, July 27 2010** will not be considered and will be returned unopened.

All submittals become the property of the Chabot-Las Positas Community College District. Questions regarding this RFP may be directed to Ms. Victoria L. Lamica, Contract Manager at [vlamica@clpccd.org](mailto:vlamica@clpccd.org).

## **6. SELECTION PROCESS**

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

CLPCCD has the sole authority to select the final consultant(s)/firm(s), and reserves the right to reject any and all submittals, or any portion thereof. The District further reserves, at its sole discretion, the right to negotiate any and all cost factors and/or aspects regarding the scope of work.

Team members giving the presentation shall consist of those who will actually direct and complete the planning process. Upon completion of the interviews, fee proposals will be evaluated.

### **Schedule for Consultant(s)/Firm(s) Selection:**

Announcement of RFP	July 08, 2010
Proposals Due	July 27, 2010 2:00 pm (Tuesday)
Shortlist Decision	July 29, 2010
Interviews	August 30, 2010 (Monday)

## INSTRUCTION FOR PROPOSERS

1. **SECURING DOCUMENTS:** Request for Proposal and other contract document forms will be available without charge, and may be secured by prospective Proposers by downloading document (Adobe Reader required) from the Facilities, Measure B website at:  
<http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php>
  
2. **PROPOSALS:** Proposals to receive consideration shall be made in accordance with the following instructions:
  - (a) Proposals shall be made upon the form obtained at the referenced above and properly executed. Proposals are to be verified before submission as they cannot be corrected after proposals are opened.
  
  - (b) Before submitting a proposal, Proposers shall carefully read the directions and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. No allowance will be made because of lack of such examination or knowledge.
  
  - (c) The decision as to acceptability of services or items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.
  
  - (d) Proposals shall be delivered to the District, at the office indicated, on or before the day and hour set for the opening of proposals. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal call, and the name of the Proposer. It is the responsibility of the Proposer to insure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.
  
  - (e) The District reserves the right, at any time, to abandon or terminate its efforts to contract for said services without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned. The District further reserves the right to waive any irregularities or informalities with regard to the proposal or the proposal process, and to negotiate with the successful Proposer, as contractor, on any point which may best serve the District with respect to cost or value of the service to the District.
  
3. **PRICES AND/OR FEES:** All proposal prices and/or fees shall include separate proposals for each item specified, and shall be recorded in the proposal format provided herein. Proposed fees shall be firm for the duration of the project and shall include all of the Proposer's costs, taxes, fees, expenses, overhead and profit. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the

event that the actual cost of performing the studies and surveys proves to be less than is now estimated at the time of entering into this contract.

4. **ADDENDA:** Any addenda issued by the Chabot-Las Positas Community College District during the time of issuance to the Proposer shall be covered in the proposal and shall be made a part of the contract.
5. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw its proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals, but not after.
6. **AWARD OR REJECTION OF PROPOSALS:** The Contract will be awarded to the Proposer based on selection criteria outlined in this request for proposals. The Governing Board of Chabot-Las Positas Community College District, however, shall reserve the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the bidding. The District further reserves the right to negotiate with the successful Proposer, as contractor, in order to ensure the best value and highest service level for the District.
7. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** No Proposer may withdraw their proposal for a period of ninety (90) days after the date set for the opening thereof.
8. **PROFESSIONAL SERVICES AGREEMENT:** The Professional Services Agreement (PSA) resulting from this Request for Proposals shall consist of the following documents: Request for Proposals, Instructions for Proposers, the Accepted Proposal, the Scope of Work, Terms and Conditions of PSA, Non-Collusion Affidavit, Drug-Free Workplace Certification, Workers' Compensation Insurance, and all modifications thereof duly incorporated therein, and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in the agreement. Upon submittal of proposal, the Proposer is accepting all terms and conditions of PSA (Exhibit A).
9. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to contact Ms. Victoria L. Lamica, Contract Manager, Facilities Planning & Management Department, at [vlamica@clpccd.org](mailto:vlamica@clpccd.org) to request an interpretation or correction thereof. The District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:** No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers.
11. **ASSIGNMENT OF CONTRACT:** No assignment by the Proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
12. **PERMITS AND LICENSES:** The Proposer and all of the Proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
13. **NON-COLLUSION AFFIDAVIT:** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder (Exhibit B).
14. **DRUG-FREE WORKPLACE CERTIFICATION:** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder (Exhibit C).
15. **WORKER'S COMPENSATION INSURANCE:** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of

the Work of the Contract.” The form of such Certificate is included as part of the Contract Documents (Exhibit D).

16. **HOLD HARMLESS AND WAIVER OF LIABILITY:** The Proposer agrees to defend, hold harmless and indemnify the Chabot-Las Positas Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the contractor's performance of professional services set forth herein. The Proposer, at his own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand pertaining to this project, and satisfy and judgment that may be rendered against any of them. The Proposer further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.
17. **INSURANCE, PERMITS AND LICENSES:** The Proposer shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this contract and any extensions, insurance adequate to protect the Proposer from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), loss of property and damage to property which may arise as a consequence of this contract. All policies, with the exception of Workers' Compensation, shall name the District, its officers, directors, agents, and employees as additionally insured, with respect to the Proposer's acts or omissions under this agreement, and shall contain a covenant requiring thirty (30) days' prior written notice to the District before cancellation, reduction, or any other modification of coverage. These policies shall be primary and non-contributory with any insurance of the District and shall contain a severability of interest clause in respect to cross liability, protecting each named insured as though a separate policy had been issued to each. Certification of the above policies shall be furnished to the District upon execution of this agreement. The failure to furnish such evidence may be considered default by the Proposer. The Proposer and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this contract. All operations and materials shall be in accordance with the law. The Proposer shall maintain current insurance documents, for all of the above coverage, on file at the District during the term of any contract with the District, including, but not limited to:
- Certificate of Insurance confirming \$1,000,000 combined single limit general liability coverage, automobile liability coverage, professional liability coverage, and contractual liability coverage, all four naming the Chabot-Las Positas Community College District as an additional insured and copies of the endorsements to the policies naming the Chabot-Las Positas Community College District as an additional insured.
  - Proof of workers' compensation coverage
18. **QUALITY OF WORK:** The Proposer shall be responsible for the performance of all work as specified in this proposal. The Proposer shall guarantee that work meets or

exceeds the specifications as set forth herein and in the Request for Proposals documents.

19. **PROPOSER'S EMPLOYEES:** The Proposer shall not employ on this project any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under the contract. Should the District deem anyone employed on this project to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from work under this order and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.
20. **EXTRA WORK AND SERVICES:** In the event that circumstances disclosed by this study indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Proposer shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Proposer in writing. No claims of the Proposer for extra work or services shall be allowed before such extra work and services are entered upon or undertaken.
21. **SCHEDULE:** The District shall schedule and coordinate the Proposer's work and the work of others, and the Proposer agrees to comply strictly with such scheduling and coordination. The final version of the project schedule shall be finalized upon mutual agreement between the District and the Proposer.
22. **COMMENCEMENT OF WORK:** Upon award of this contract, the Proposer shall provide written notification to the Contractor by means of an Authorization to Proceed Letter, accompanied by District purchase order document. No work shall commence until such written authorization has been duly executed.
23. **COMPLETION AND DELIVERY OF REPORT:** The Proposer shall complete the required studies and surveys and present the completed report to the Vice President of Academic Services and Director of District-Wide Economic Development and Contract Education by no later than the mutually agreeable date as established by the parties after notification of award of the contract.
24. **PAYMENT:** Payment terms shall be "Net 30" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable, 5020 Franklin Drive, Pleasanton, CA 94588.
25. **TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer shall expressly waive any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

26. **DEFAULT BY CONTRACTOR:** The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the Proposer's delivery requirement. If the proposer fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without notice to the Proposer.
27. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms and conditions of this contract, the Proposer is deemed to be an independent contractor, and is not an officer, employee or agent of the District.





## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this September 3, 2010, in the City of Pleasanton, County of Alameda, State of California, by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, a California Community College District, (hereinafter referred to as "DISTRICT") and *Consultant's Firm Name* (hereinafter referred to as "CONSULTANT") having its principal place of business at *Consultant's Address*.

### WITNESSETH:

WHEREAS, DISTRICT desires to engage CONSULTANT to perform certain of the professional services, and

WHEREAS, CONSULTANT represents that it is fully qualified and willing to perform the services required hereunder, professional services for the "District-Wide Educational Master Plan", and

NOW THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the parties do mutually agree as follows:

I. STATEMENT OF WORK

CONSULTANT hereby agrees to perform the tasks and services set forth in Exhibit "A", entitled "Statement of Services", attached hereto and made a part hereof, in accordance with the terms and conditions, sequence, time, and manner expressed herein.

II. COMPENSATION

For and in consideration of the services performed by CONSULTANT hereunder, DISTRICT agrees to pay CONSULTANT the sums set forth under Exhibit "B" entitled, Compensation and Payment , attached hereto and made a part hereof.

III. TERMS AND CONDITIONS

CONSULTANT agrees to be bound by the General Provisions for Professional Services Agreement identified as Exhibit "C", also attached hereto and made a part hereof.

IV. TERM

The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Consultant's completion of the services set forth herein. The foregoing notwithstanding, the Consultant shall complete the services hereunder in a prompt manner; if the District establishes a schedule for the Consultant's completion of the services under this Agreement or portions thereof, the Consultant's completion of services under this Agreement shall comply with such schedule. The Consultant shall be liable to the District for the consequences of the Consultant's failure to complete the services under this Agreement in a prompt manner or for failure to comply with a District established schedule for completion of the services or portions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first written above.

**“DISTRICT”**  
**CHABOT-LAS POSITAS**  
**COMMUNITY COLLEGE DISTRICT**

**“CONSULTANT”**  
***FIRM’S NAME***

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mr. Lorenzo Legaspi  
Vice Chancellor, Business Services

By: \_\_\_\_\_ Date \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mr. Jeffrey M. Kingston  
Vice Chancellor  
Facilities Planning & Management

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**STATEMENT OF SERVICES**

1. CONSULTANT represents that it has the expertise, experience, personnel, and resources to perform the desired services. The CONSULTANT further represents that CONSULTANT and all personnel engaged to provide/perform services hereunder are and shall remain fully qualified and authorized, permitted and/or licensed under applicable law or regulations to perform such services. None of the work or services shall be subcontracted without the prior written approval of DISTRICT.
2. CONSULTANT will perform or cause to be performed those services described below in accordance with all laws, regulations, and applicable codes and with the provisions of this agreement. CONSULTANT shall use its best efforts to conduct the services in an expeditious and timely manner. All services hereunder shall be provided/performed in accordance with the standard of care for consultants providing/performing similar services.
3. A written definition of the Services to be performed by the CONSULTANT is set forth below:
  - To provide the final comprehensive Educational Master Plan document in accordance with RFP No. B-11, attached herein.
4. All work to be performed using AutoCAD Version 2002, or higher.
5. No other terms and conditions shall apply other than as specified in Exhibit "C", Section 17, "Extent of Agreement."

**End of Page**

**EXHIBIT "B"**  
**COMPENSATION AND PAYMENT**

1. For and in consideration of the performance and completion of the services hereunder, DISTRICT agrees to pay CONSULTANT as follows:

TOTAL FEE ..... \$

2. Once each month, CONSULTANT shall submit an invoice for services rendered during the previous calendar month. CONSULTANT invoice is to include the District Purchase Order number which will be provided independently by the District. Fees are to be invoiced on a monthly, single invoice, on an invoice format provided independently by the District.
3. Within thirty (30) days DISTRICT shall promptly pay CONSULTANT the amount due. If the consultant fails to timely and fully perform material obligations of the Consultant hereunder, notwithstanding any provision of the Agreement to the contrary, the DISTRICT may withhold from any amount due the CONSULTANT, with the withheld amounts being disbursed to the CONSULTANT after the CONSULTANT has fully cured such failure to perform, less costs, expenses, losses or damages sustained by the DISTRICT as a result of such failure to perform.
4. CONSULTANT shall not perform any additional service, or incur any additional expense in the performance of this Agreement without the prior written approval of DISTRICT.
5. DISTRICT shall not be responsible for payment or reimbursement of monies for additional services performed without the prior written approval of DISTRICT.
6. Should a change of scope or additional services be required, payment for such services will be determined at the time of DISTRICT's written approval, and such shall be amended to this Agreement.
7. DISTRICT will not be responsible for reimbursement for costs invoiced more than 90 days after the costs were incurred.

**End of Page**

**EXHIBIT "C"**  
**GENERAL PROVISIONS FOR**  
**PROFESSIONAL SERVICES AGREEMENT**

1. Responsibility

CONSULTANT shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the CONSULTANT'S obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the consultant's liability to the DISTRICT for losses, costs, expenses or damages sustained by the DISTRICT as a result of such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Agreement by DISTRICT or of any cause of action arising out of the performance of this Agreement, and Subcontractor shall be liable for all damages caused by or arising out of CONSULTANT'S negligent performance of any Services provided or required hereunder.

2. Changes

DISTRICT may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required to performance thereof, or the compensation thereof, this Agreement shall be modified accordingly in writing in order for such changes to be valid.

3. Termination

A. Performance of the work and Services hereunder may be terminated by DISTRICT at any time, in whole or in part:

- (1) Whenever CONSULTANT shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or
- (2) For the convenience of DISTRICT.

B. Termination shall be effected by delivery to CONSULTANT of the Notice of Termination, specifying whether said termination is for default of CONSULTANT or for the convenience of DISTRICT, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that CONSULTANT was not in default, or that CONSULTANT 's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of DISTRICT.

C. Following receipt of Notice of Termination, CONSULTANT shall discontinue performance on the date and to the extent specified therein, and deliver to DISTRICT the completed or partially completed plans, information, data,

reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to DISTRICT. CONSULTANT shall continue performance of such part of the work and Services which are not terminated by the Notice of Termination. CONSULTANT shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to CONSULTANT, incurred prior to the effective date specified in the Notice of Termination, and DISTRICT may agree upon the whole or any part of the amount(s) claimed by CONSULTANT on account of the termination or partial termination.

D. In the event of termination for default, DISTRICT shall be entitled to complete the work and Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and Services is greater than the amount CONSULTANT was to receive as compensation therefore, DISTRICT shall be entitled to recover the difference from CONSULTANT.

4. Confidentiality

CONSULTANT hereby agrees that all information provided by DISTRICT relating to the Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of DISTRICT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

5. Ownership and Reuse of Documents

All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by CONSULTANT hereunder shall become the property of DISTRICT whether or not the work covered thereby is executed; provided that CONSULTANT may at the CONSULTANT'S cost and expense reproduce such items to retain as a record copy for its files.

6. Relationship

The legal relationship of CONSULTANT to DISTRICT hereunder shall be that of an independent contractor and not that of an agent, employee or joint venture.

7. Examination of Records

If the Services performed by CONSULTANT hereunder are in support of any government contract or program, or under a cost reimbursable type agreement, or for any authorized additional service or reimbursable expense, Subcontractor shall until the expiration of six (6) years after final payment hereunder, maintain such books and records under generally recognized accounting methods and permit inspection by DISTRICT or any of its authorized representatives.

8. Compliance with Laws

CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement, including, but not limited to Executive Order No. 11246 of September 24,

1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

9. Insurance

Prior to commencing work, the CONSULTANT shall procure and maintain at CONSULTANT'S own cost and expense for the duration of this Agreement the following insurance against claims which may arise from or in connection with the performance of the work or services hereunder by the CONSULTANT, its agents, representatives, employees or sub consultants.

A. Minimum Limits of Insurance.

CONSULTANT shall maintain limits of no less than:

- (1) Commercial General Liability  
Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage. Coverage shall be provided on an "occurrence" basis.
- (2) Comprehensive Automobile Liability Insurance:  
One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage. The following coverage's shall be included:
  - (a) Owned Automobiles.
  - (b) Hired Automobiles.
  - (c) Non-Owned Automobiles.
- (3) Professional Liability Errors and Omissions Insurance: With a limit of not less than One Million Dollars (\$1,000,000).
- (4) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of One Million Dollars (\$1,000,000) per accident.

B. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, the insurer shall reduce or eliminate such deductibles (limited to general and automobile liability insurance only) or self-insured retentions with respect to the DISTRICT, its officials and employees, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

C. Other Insurance Provisions

- (1) General Liability and Automobile Liability Coverage's Only:
  - (a) The DISTRICT, members of its boards and commissions, officers, and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; and premises on which CONSULTANT is

performing services on behalf of the DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, members of its boards and commissions, officers, and employees.

- (b) The CONSULTANT'S insurance coverage shall be primary insurance as respects the DISTRICT, members of its boards and commissions, officers, and employees. Any insurance or self-insurance maintained by the DISTRICT, its officials, and employees, shall be in excess of Consultant's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, members of its boards and commissions, officers, or employees.
- d) Coverage shall state that CONSULTANT'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverage's:  
The insurer shall agree to waive all rights of subrogation against the DISTRICT, members of its boards and commissions, officers, and employees for losses arising from work performed by CONSULTANT for the DISTRICT.

(3) All Coverage's.

- (a) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage limits except after thirty (30) days prior written notice has been given to the DISTRICT.
- (b) If CONSULTANT, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. The DISTRICT, at its sole option, may terminate this Agreement in accordance with Provision Number 14, Termination. Alternatively, the DISTRICT may purchase such required insurance and may deduct that cost from sums owed to Consultant provided CONSULTANT does not obtain the insurance itself within five (5) days of receipt of the DISTRICT'S notice of intent.
- (c) CONSULTANT agrees to add designated agents of the DISTRICT as additional insured under the above policies as mutually agreed.

D. Acceptability of Insurers.

Insurance is to be placed with insurers rated A: 6 or better by A.M. Best's rating-service.

E. Verification of Coverage.

CONSULTANT shall furnish the DISTRICT with written evidence acceptable to the DISTRICT of insurance and minimum coverage amounts required by this Agreement.

F. Sub consultants.

Prior to authorizing work by a Sub consultant to proceed, CONSULTANT shall provide to the DISTRICT evidence acceptable to the DISTRICT of insurance demonstrating satisfactory compliance by each Sub consultant with the insurance requirements stated herein.

10. Indemnity

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustee, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage to property or: (iii) other costs or charges, directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of CONSULTANT, its Design Consultants or the employees, agents and representatives of CONSULTANT or any of its Design Consultants in the performance of obligations or services or in providing work product under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District. The provisions hereof shall apply during the period of CONSULTANT'S performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

11. Remedies.

The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by DISTRICT of any provision hereunder or a breach thereof by DISTRICT shall not be deemed a waiver of future compliance thereof and such provision shall continue in full force and effect.

12. Severability.

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

13. Notices.

All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

DISTRICT: Chabot-Las Positas Community College District  
5020 Franklin Drive  
Pleasanton, CA, 94588  
Attention: Jeffrey M. Kingston  
Vice Chancellor  
Facilities Planning & Management

CONSULTANT: Name of Firm  
Address  
Attention:  
Phone #:

14. Modification.

This Agreement may only be modified by a written amendment hereto, duly executed by both parties.

15. Successors and Assignment.

CONSULTANT binds itself, its successors, assigns, and legal representatives to DISTRICT with respect to all of the covenants of this Agreement and further agrees that it shall not sell, assign, transfer, mortgage, pledge or in any manner encumber its interests in this Agreement or in any proceeds from this Agreement without the prior written consent of DISTRICT. In the event that CONSULTANT violates the foregoing prohibition, or in the event that CONSULTANT without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit agreements, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, DISTRICT shall be entitled, at its sole option:

- A. To require the CONSULTANT'S successor to continue to perform under this Agreement and to continue to satisfactorily fulfill CONSULTANT'S obligations under this Agreement; or
- B. To terminate this Agreement. In such case CONSULTANT shall be responsible for any and all liabilities arising from such termination. In the event that DISTRICT replaces CONSULTANT with another consultant after such termination, CONSULTANT shall be responsible for any and all costs, expenses and liabilities arising from such substitution. In any event, CONSULTANT shall remain liable for any and all work product or services provided by it prior to the termination.

This Agreement and the terms hereof are binding upon and inure to the benefit of the successors and assigns of both the District and the CONSULTANT.

16. Disputes.

- A. Continuation of Consultant Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant and District shall each continue to perform their respective

obligations hereunder; including the obligation of the Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

- B. Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings.
- C. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, provided that the Parties may by mutual agreement modify such Rules or adopt other rules governing the conduct of arbitration proceedings.
- D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.
- E. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the District, CONSULTANT and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- F. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17. Extent of Agreement.  
The Agreement and Exhibit A “Statement of Services,” Exhibit B “Compensation and Payment,” and Exhibit C,” General Provisions for Professional Services Agreement,” contain all of the promises, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written, and may only be modified as hereinbefore provided.
18. Governing Laws.  
Unless otherwise specified herein, this Agreement shall be governed by the law of the State of California.
19. Professional Registration.  
If the Consultant’s Services under this Agreement involve the production of documents or drawings that require signing or sealing by a registered professional, CONSULTANT warrants that it has such qualified person assigned to this Project who is registered in the State(s) of California.
20. Time.  
Time is of the essence in the performance and completion of the CONSULTANT’S obligations under the Agreement.

END OF PAGE

**NON-COLLUSION AFFIDAVIT**

**STATE OF CALIFORNIA** )  
**COUNTY OF \_\_\_\_\_** )

**PROJECT: RFP No.: B-11, DISTRICT-WIDE EDUCATIONAL MASTER PLAN**

I, \_\_\_\_\_, being first duly sworn, deposes and says that I am  
(Typed or Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_, the party  
(Title) (Bidder Name)

Submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_.  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature (Address)

\_\_\_\_\_  
Name Printed or Typed (City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

**PROJECT: RFP No.: B-11, DISTRICT-WIDE EDUCATIONAL MASTER PLAN**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)  
\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)