



ANTELOPE VALLEY COLLEGE

REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)

ON-GOING LAND SURVEY SERVICES RFQ NO. AVC2016/2017-15

DEADLINE FOR SUBMISSION – 3/7/17 at 11:00 AM (PST)

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**REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFQ”)
INFORMATION AND INSTRUCTIONS**

**ON-GOING LAND SURVEY SERVICES
RFQ NO. AVC2016/2017-15**

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT (“District”) requests that individuals or firms providing professional land survey services (“Respondents” or “Consultants”) submit responses to this RFQ for on-going land survey services (“Survey Services”).

1. RFQ.

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of individuals or firms to provide on-going Survey Services for Projects assigned from time-to-time by the District (“Assigned Projects”). Timely submitted RFQ Responses will be evaluated by the District in accordance with the criteria established in this RFQ. One or more Respondents may be requested to interview with the District as part of the process for the District’s selection and retention of Consultants.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Purchasing/Contracts Manager whose contact information is noted herein. The RFQ is also available online at <https://www.avc.edu/administration/busserv/rfpbiddocs>, and the Public Purchase website. Respondents desiring to do business with the District should register as a vendor through Public Purchase at:

<https://www.publicpurchase.com/gems/register/vendor/register>.

Registering will allow Respondents to receive up-to-date RFQ notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFQ. In the event this RFQ is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document.

1.1.3. District RFQ Contacts. Questions are to be submitted via the Public Purchase portal noted above. If Respondents are having issues or have other communications relating to this RFQ, Respondents should be directed to the District at:

Angela Musial, Buyer
Antelope Valley Community College District
3041 West Avenue K, Adm. Building Room 154
Lancaster, California 93536-5426
purchasing@avc.edu
661.722.6310

1.2. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.3. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.4. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1), materials specifically marked “Confidential” or “Proprietary” and Respondents’ Financial Statements, all materials submitted in response to this RFQ are deemed property of the District

and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 1.5. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the time noted in 4.1; the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.1.3 above.
- 1.6. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.
- 1.7. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:
- | | |
|--------------|---|
| Attachment A | Agreement for On-Going Land Survey Services |
| Attachment B | Qualifications Statement |
| Attachment C | Pricing Proposal |

2. The District and the Assigned Projects.

- 2.1. The District. The District is a part of the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 18,000 students. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District's Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District's Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District's website at <http://www.avc.edu/>.

2.2. The Assigned Projects. The Consultants selected through this RFQ will be part of a “pool” of Consultants from which the District will assign specific Survey Services tasks for specific Projects from time-to-time, in the sole discretion of the District. The scope of Survey Services to be provided by a Surveyor for an Assigned Project, the compensation to the Consultants for an Assigned Project and other specific obligations of the Consultant relating to an Assigned Project will be set forth in a Project Assignment Amendment (“PAA”) to the Land Survey Services Agreement. Respondents selected for the surveyor “pool” through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the Consultant selected for each Assigned Project in the sole discretion of the District.

3. Land Survey Services.

3.1. Survey Services. Consultants selected through this RFQ will provide land survey services required by the District for Assigned Projects. Land survey tasks shall be completed in accordance with industry accepted standards and practices as well as the requirements of the local governing jurisdiction. Consultants shall provide field data on reproducible media and on electronic file in a format compatible with the latest version of AutoCAD, or the version designated by the District. The selected firms will use their own equipment, materials, supplies, accessories, office space, etc. necessary to complete the District designated Survey Services for an Assigned Project.

The scope of Survey Services for an Assigned Project may include the following:

- Topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features

- Manhole invert and rim surveys

- Cross-section and profile surveys

- Location and as-built surveys

- Aerial mapping

- Construction Surveys

- Construction staking

- Horizontal and vertical site control analysis

- Construction layout and cut sheet preparation

- Establish and adjust benchmarks

- Establish and monument street center lines

- Property line surveys, easement surveys and other related similar surveying services

- Locate property lines, boundaries

- Locate easements and rights-of-way

- Subdivision Map Act Compliance

- Review subdivision and parcel maps

- Prepare, stamp and sign subdivision maps, parcel maps, lot line adjustments

- Research and survey work related to property divisions and mergers

- Perform research and survey work related to public and private land ownership, public and private easements, public improvements, construction and historic information

- Prepare and interpret deeds and legal descriptions

- Develop legal descriptions and plat maps

- Other survey-related tasks as may be designated by the District for an Assigned Project

3.2. Land Survey Services Agreement. Attachment A to this RFQ is a form of Agreement for On-Going Land Survey Services (“the Land Survey Services Agreement”) which the District anticipates executing with the firms selected to provide Land Survey Services through this RFQ. The scope of Land Survey Services and other terms and conditions are set forth in the Land Survey Services Agreement. The specific Survey Services for an Assigned Project shall be as set forth in the Project Assignment Amendment (“PAA”) for each Assigned Project.

3.3. Respondents’ Review of Land Survey Services Agreement. Each Respondent shall thoroughly

review the Land Survey Services Agreement and indicate in the Respondent's RFQ Response acceptance of all terms and conditions of the Land Survey Services Agreement or requested modifications to portions of the Land Survey Services Agreement. If a Respondent requests modifications to any portion of the Land Survey Services Agreement, the Respondent must set forth, in its RFQ Response, the specific modification requested. No modification to the Land Survey Services Agreement requested by a Respondent is binding on or enforceable against the District unless the District has accepted the requested modification and such modification is incorporated into the Land Survey Services Agreement as awarded by the District's Board of Trustees.

4. RFQ Response.

4.1. RFQ Activities; Timeline. The following is a description of the principal activities to be completed under this RFQ and the timeline for completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFQ activities and/or the timeline for commencing/completing RFQ activities.

RFQ Activity	Date & Time (PST)
Last day for submittal of RFQ questions	2/16/17 - 6:00 PM (PST)
Responses to RFQ Questions issued	2/23/17 - 6:00 PM (PST)
Offeror's submittal to RFQ deadline	3/7/17 - 11:00AM (PST)
Public Opening of Proposal 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536	3/7/17 – 11:30AM (PST)
Board action to award Land Survey Services Contracts	TBD

4.2. Submission of RFQ Responses.

4.2.1. Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is set forth in Paragraph 4.1.** RFQ Responses which are not actually received in the office of the District's Contracts/Purchasing Manager at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom's daily delivery routine. A response to this RFQ which is received in the District's central mailroom will not be deemed received by the office of the District's Contracts/Purchasing Manager until delivery of such item is effectuated to the office of the District's Contracts/Purchasing Manager. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the office of the District's Contracts/Purchasing Manager or to retain a private service to personally deliver RFQ Responses to the Office of the Contracts/Purchasing Manager.

4.3. Location for Submission of RFQ Response. RFQ Responses shall be enclosed and sealed in an envelope or container bearing the title of the project, the project's number and the name of the Bidder, and delivered in one of the following methods:

<u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Mina Hernandez, Manager Purchasing & Contract Services 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426	<u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Mina Hernandez, Manager Purchasing & Contract Services 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426
EMAIL OR FAXED STATEMENTS OF QUALIFICATION/PROPOSAL WILL NOT BE ACCEPTED.	

It is the responsibility of Respondents to verify that their RFQ Responses have been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.

4.4. RFQ Response Contents/Format.

4.4.1. RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the RFQ Response Format described in Paragraph 4.5 below.

4.4.2. Additional Materials. Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.5 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.5 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.5.

4.4.3. Copies of RFQ Response. Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and two (2) copies of their respective RFQ Responses.

4.5. RFQ Response Format and Organization. Each RFQ Response must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its RFQ Response in a format and with contents conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.

4.5.1. Cover Sheet. Identify the submittal as the RFQ Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.

4.5.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing Land Survey Services for Assigned Projects and a brief statement of the qualifications of the Respondent to provide Land Survey Services for Assigned Projects. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

4.5.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.

4.5.4. Tab 1; Qualifications Statement. Complete the Qualifications Statement attached as Attachment B to this RFQ for the Respondent.

4.5.5. Tab 2; Relevant Project Experience. Provide additional details of the Projects identified in the Qualifications Statement which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary Land Survey Services for the Assigned Projects.

4.5.6. Tab 3; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are set forth as follows:

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	One Million Dollars (\$1,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate

4.5.7. Tab 4; Project Personnel Resumes. Provide current resumes for: (i) Respondent’s management or supervisory personnel responsible for Respondent’s performance under the Land Survey Services Agreement if awarded to Respondent; (ii) Respondent’s California licensed Professional Land Surveyors proposed by the Respondent to complete Survey Services for an Assigned Project; and (iii) technical and professional personnel who are not licensed California licensed Professional Land Surveyors and proposed to complete any part of the Survey Services under the Land Survey Services Agreement.

4.5.8. Tab 5; Land Survey Services Agreement Comments. Respondents must indicate in Tab 5 acceptance of all terms and conditions of the Land Survey Services Agreement, without conditions, qualifications or reservations or identify any term or condition of the Land Survey Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the RFQ Response must set forth the complete text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached Land Survey Services Agreement will be deemed to have agreed to and accepted all terms and conditions set forth therein, if the Respondent is awarded the Land Survey Services Agreement.

4.5.9. Tab 6; Price Proposal. Provide a price proposal for Land Survey Services on the form of Price Proposal attached to this RFQ as Attachment C.

4.5.10. Tab 7; Acknowledgment of Addenda.
If the District issued Addenda to the RFQ, Tab 7 must include the following statement:

The Respondent submitting this RFQ Response acknowledges receipt of Addenda Nos. _____. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the RFQ Response.

If the District did not issue Addenda to the RFQ, Tab 7 must include the following statement: “No Addenda issued.”

4.6. Selection Criteria.

4.6.1. General. Each timely submitted RFQ Response will be independently reviewed by each member of the selection committee. A RFQ Response which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.

4.6.2. District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District. Accordingly, award of the Land Survey Services Agreement is not based solely on proposed pricing for completion of Survey Services.

- 4.6.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District reserves the right to exercise discretion in the weight and priority of the evaluation criteria.
- 4.6.3.1. Relevant Experience and Ability. The Respondent will be evaluated based on experience in successfully completing Survey Services.
 - 4.6.3.2. Responsiveness to RFQ. The District will evaluate responsiveness to the requirements of this RFQ as outlined in the RFQ.
 - 4.6.3.3. Client Responsiveness. The District will evaluate the prior experience and success of the Respondent to establish effective working relationships within the setting of a higher education institution construction project, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
 - 4.6.3.4. Availability. The District will evaluate the availability of the Respondent and its professional and technical staff to be dedicated to completing Survey Services when required for an Assigned Project.
 - 4.6.3.5. Proposed Pricing. The District will evaluate the pricing proposed for completion of Survey Services.
- 4.7. Interviews. At the sole discretion of the District, one or more of the Respondents may be invited to participate in an interview with the selection committee. Interviews, if conducted by the selection committee, will generally consist of no more than a ten (10) minute presentation followed by questions posed by District. If requested by the selection committee, any Respondent invited to participate in the interview process shall have present at the interview: (i) its management/supervisory personnel responsible for Respondent's performance under the Land Survey Services Agreement and (ii) Respondent's proposed California licensed Professional Land Surveyors.
- 4.8. Selection Committee Recommendation. Based upon evaluation of RFQ Responses in accordance with the selection criteria described above, the District will make recommendations to the District's Board of Trustees for award of the Land Survey Services Agreement. The District anticipates award of the Land Survey Services Agreement to at least three (3) Consultants and not more than five (5) Consultants. The foregoing notwithstanding, authority to award the Land Survey Services Agreement is vested solely in the District's Board of Trustees.
- 4.9. Rejection of RFQ Responses; Waiver of Irregularities. The District reserves the right to reject all RFQ Responses or to waive any immaterial irregularities or informalities in any RFQ Response. A RFQ Response which does not conform to requirements set forth herein is subject to rejection by the District for non-responsiveness.
- 4.10. Award of Land Survey Services Agreements. The Land Survey Services Agreement, if awarded, will be by action of the District's Board of Trustees. The District may, in the sole and exclusive discretion of the District and the District's Board of Trustees, elect to award more than one Land Survey Services Agreement to different Respondents.

[END OF SECTION]

ATTACHMENT A - AGREEMENT FOR ON-GOING LAND SURVEY SERVICES

This Agreement for On-Going Land Survey Services ("Agreement") is entered into January 9, 2017 by and between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT ("District") and [_____] ("Consultant"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as "the Projects" and singularly referred to as "an Assigned Project".

WHEREAS, in or about April, 2017, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from individuals and firms which to provide on-going Survey Services for Projects assigned from time-to-time by the District ("Assigned Projects").

WHEREAS, the Consultant submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS, the District desires to retain the Consultant to provide Land Survey Services for an Assigned Project as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A for the Assigned Project.

WHEREAS, Consultant and its personnel providing Land Survey Services are duly licensed as Professional Land Surveyors under California law and otherwise qualified and capable of providing and performing the Land Survey Services and other obligations of the Consultant under this Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

ARTICLE 1 LAND SURVEY SERVICES

- 1.1 General. The Land Survey Services set forth in this Agreement shall be completed by personnel employed by the Consultant who are skilled, experienced and qualified to perform and complete the Land Survey Services assigned to them. All Land Survey Services for an Assigned Project shall be completed by or under the direction and control of a California Board for Professional Engineers, Land Surveyors and Geologists ("Engineering Board") licensed Professional Land Surveyor.
- 1.2 Assigned Projects. The Consultant will complete Land Survey Services for each Project assigned to the Consultant ("Assigned Project") for completion of Land Survey Services by a Project Assignment Amendment ("PAA") in the form and content attached hereto as Exhibit A. The Consultant acknowledges that the District has the sole discretion to retain others to provide Land Survey Services. Unless the District issues the Consultant a PAA for an Assigned Project pursuant to the terms hereof, the Consultant is not obligated to provide any Land Survey Services and there is no compensation due from the District to the Consultant.
- 1.3 Consultant Scheduling and Completion of Land Survey Services. Except for Land Survey Services during construction of an Assigned Project, the Consultant shall complete Land Survey Services subject to a PAA for an Assigned Project in accordance with the Land Survey Services Completion Schedule incorporated into the PAA for the Assigned Project. Land Survey Services during construction of an Assigned Project shall be completed in

accordance with the following. The Construction Manager, District or Architect will notify the Consultant of when Consultant personnel are required at the Site or other location to complete Land Survey Services (“Consultant Notice”) for an Assigned Project. Provided that Consultant Notice is delivered to the Consultant at least two (2) business days in advance of the date for Consultant personnel at the Site or other location to complete the Land Survey Services designated in the Consultant Notice, the Consultant shall commence and complete the Land Survey Services designated in each Consultant Notice. The Consultant is liable to the District for all costs, losses, charges or liabilities arising out of the failure of the Consultant to complete Land Survey Services in accordance with Consultant Notices.

- 1.4 Prohibited Actions/Activities. The Consultant and personnel of the Consultant shall not:
(i) authorize, direct or permit deviations from the DSA approved Construction Documents or DSA approved modifications thereto for an Assigned Project; (ii) direct performance of any portion of the Work of an Assigned Project, including without limitation directing the Contractor(s)’ construction means, methods techniques, sequences or procedures; and/or (iii) interfere with the Work of the Contractor or the services of other participants to the Assigned Project, including without limitation, the Architect, the Construction Manager and the District.
- 1.5 Additional Land Survey Services. Services not included in the Land Survey Services are Additional Land Survey Services. Without invalidating this Agreement, the District may make changes to the Land Survey Services by adding, deleting or modifying the Land Survey Services described in herein by written notice to the Consultant. If Additional Land Survey Services are authorized by the District which are not the result of the Consultant’s fault or neglect, the Consultant will be compensated for authorized Additional Land Survey Services in accordance with this Agreement.
- 1.6 Consultant Standard of Care. The Land Survey Services and authorized Additional Land Survey Services for each Assigned Project; if any, shall be performed and provided by Consultant and its personnel: (i) using the Consultant’s best skill and attention; (ii) with due care and in accordance with applicable standards of professional care; (iii) in accordance with applicable laws, rules and regulations, including requirements of the Engineering Board; and (iv) in accordance with the terms of this Agreement and the PAA for the Assigned Project. The Consultant acknowledges that the Land Survey Services are to be provided and performed in conjunction with other services provided by other parties relating to each Assigned Project, including without limitation, the Architect, Construction Manager and the Contractor for the Assigned Project. Accordingly, Consultant acknowledges and agrees that the Land Survey Services will be provided as required by the progress of construction of the Assigned Project and that the Land Survey Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of construction of the Assigned Project. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Land Survey Services or authorized Additional Land Survey Services in accordance with the terms of this Agreement.
- 1.7 Consultant as Independent Contractor; Limited Consultant Agency. In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

- 1.8 DIR Registered Contractor. At all times while providing Land Survey Services under this Agreement, the Consultant shall be a registered contractor with the Department of Industrial Relations pursuant to Labor Code §1725.5.
- 1.9 Existing Conditions. Consultant shall verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data provided by the District to the Consultant. The Consultant shall notify the District in writing if any materials provided by the District to the Consultant are not accurate or suitable for the Consultant's use or reference in completing Land Survey Services for an Assigned Project.
- 1.10 Correction of Work. The Consultant's Land Survey Services shall be accurate and free from material errors or omissions. Upon notice, the Consultant shall promptly correct any known or discovered error, omission, or other defect in any Land Survey Services without any additional cost or expense to the District. If the Land Survey Services completed by the Consultant do not conform to the requirements of this Agreement or the PAA for the Assigned Project, as reasonably determined by the District, the District may order the Consultant to re-perform such services at no additional expense to the District or deduct the fees for such services from any other fees payable to the Consultant under this Agreement or a PAA issued under this Agreement.

ARTICLE 2 DISTRICT

- 2.1 Access. The District will provide Consultant and its personnel access to the property subject to Land Survey Services for purposes of conducting Land Survey Services and performance of Consultant obligations hereunder. Consultant and its personnel shall comply with all rules, regulations, restrictions and other use-limitations established by the District.
- 2.2 Assigned Project Requirements. For each Assigned Project, the District will provide the Consultant with a description of the Assigned Project scope; design guidelines, constraints and requirements, and a description of the Land Survey Services to be completed by the Consultant for the Assigned Project.
- 2.3 District Representative. The District will designate a District Representative authorized to act on behalf of the District for each Assigned Project.
- 2.4 Assigned Project Information. The District shall furnish the Consultant with available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and related materials for the Assigned Project. The Consultant shall exercise reasonable care in relying on District provided materials information in the performance of its services under this Agreement. The District makes no warranties or representations as to the accuracy, completeness or suitability of information provided by the District the Consultant.
- 2.5 Review of Work. All work product, instruments of service and other materials prepared by the Consultant as part of its Land Survey Services for an Assigned Project are subject to review and acceptance by the District. The District's review comments or decisions regarding the Consultant's work product, instruments of service and other materials will be furnished to the Professional Land Surveyor in a reasonably prompt manner. The District will notify the Consultant in writing of any material error or omission or other defect in the Consultant's work product, instruments of service and other materials, but the District shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

ARTICLE 3 CONTRACT PRICE.

- 3.1 Contract Price for Land Survey Services. The Contract Price for the Land Survey Services for each Assigned Project shall be set forth in the PAA for each Assigned Project. The

basis of the District's payment of the Contract Price for the Land Survey Services for each Assigned Project shall be in accordance with the Land Survey Services Cost Breakdown attached to and incorporated into each PAA for an Assigned Project. The Contract Price for the Land Survey Services set forth in a PAA is the full amount due from the District to the Consultant for the Land Survey Services for the Assigned Project, including the Consultant's fee, personnel expenses (including all benefits and burdens) for Consultant personnel and others providing any part of the Land Survey Services, travel of Consultant personnel and others performing Land Survey Services to and from their respective offices/homes and the Project Site and the District's Administrative Offices, travel within the **Counties of Los Angeles, Orange, Ventura and Kern**, costs, expense or other charges for completing Land Survey Services; materials, equipment and other items necessary to complete Land Survey Services, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with performance of Land Survey Services under this Agreement.

- 3.2 Additional Land Survey Services. If the District authorizes Additional Land Survey Services for an Assigned Project, the District's payment of such Additional Land Survey Services shall be based upon a mutually agreed upon lump sum fixed price.
- 3.3 Reimbursable Expenses. There are no Reimbursable Expenses due Consultant for completing the Land Survey Services for an Assigned Project.
- 3.4 Consultant Billings for Payment of Contract Price. During the course of providing Land Survey Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Land Survey Services and any authorized Additional Land Survey Services completed in the immediately prior month. Consultant's billings shall be in such form and format and with such substantiating materials as may be reasonably requested by District. If the Consultant is concurrently providing Land Survey Services for multiple Assigned Projects, the Consultant shall submit separate billings for each Assigned Project.
- 3.5 District Payment of Contract Price. Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Assigned Project Land Survey Services, authorized Additional Land Survey Services. The District may withhold or deduct portions of the Contract Price otherwise due Consultant for an Assigned Project hereunder if the Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after such failure of performance has been fully cured, less costs, damages or losses sustained by the District resulting therefrom.
- 3.6 Consultant's Payments. The Consultant shall promptly pay its employees and others performing or providing Land Survey Services or authorized Additional Land Survey Services for an Assigned Project upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing Land Survey Services or authorized Additional Land Survey Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Land Survey Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price for an Assigned Project.

ARTICLE 4 INSURANCE; INDEMNITY

- 4.1 Consultant Insurance. At all times during performance of Land Survey Services and authorized Additional Land Survey Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth herein.

- 4.2 Workers' Compensation and Employers Liability Insurance. The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy. The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with applicable law. The minimum coverage amount of the Employers Liability Insurance policy shall be One Million Dollars (\$1,000,000). The foregoing notwithstanding, if Consultant is a sole proprietorship form of business entity and there are no employees of the Consultant, the foregoing requirements are inapplicable and waived for such an Consultant.
- 4.3 Commercial General Liability Insurance. The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (iii) claims for damages insured by usual personal injury liability coverage; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to obligations under this Agreement. The District shall be an additional named insured to Consultant's commercial general liability insurance policy. The minimum coverage amount of the Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.4 Automobile Liability Insurance. The Automobile Liability Insurance policy of Consultant shall cover personal injury, accident damage and personal property damage arising out of owned, leased or rented automobiles. Consultant's Automobile Liability Insurance shall be a combined single limit policy in the minimum coverage amount of One Million Dollars (\$1,000,000).
- 4.5 Professional Liability. Consultant's Professional Liability insurance policy shall cover losses, damages and other liabilities arising out of Land Survey Services. The minimum coverage amount of Consultant's Professional Liability Insurance policy shall be One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
- 4.6 Policy Endorsements; Evidence of Insurance. The Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.7 District General Liability Insurance. The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 4.8 Indemnity.

- 4.8.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Indemnified Parties who are the District and District's employees, officers, Board of Trustees (including each individual member of the District's Board of Trustees), agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (i) injury or death of Consultant's employees; (ii) injury or death of other persons or damage to property; or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, it's the employees, agents and representatives in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys' fees and costs incurred by the Indemnified Parties and shall survive the completion of obligations under this Agreement or 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.
- 4.8.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

ARTICLE 5 TERM; TERMINATION; SUSPENSION

- 5.1 Term. The Term of this Agreement shall commence as of the date set forth above. Unless earlier terminated pursuant to the terms of this Agreement, the Term shall expire sixty (60) months thereafter. Notwithstanding expiration of the Term, if at expiration of the Term, there are remaining Land Survey Services or authorized Additional Services to be performed by the Consultant in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Consultant shall continue to diligently perform and complete all such remaining Land Survey Services or authorized Additional Services for the Assigned Project and the District will continue to make payment for the Land Survey Services and authorized Additional Services in accordance with the terms of the PAA for such an Assigned Project.
- 5.2 Termination for Default. Either the District or Consultant may terminate this Agreement and all pending PAAs upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement and all pending PAAs pursuant to the foregoing, the District may terminate this Agreement and all pending PAAs upon written notice to Consultant if: (i) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Land Survey Services and authorized Additional Land Survey Services for Assigned Projects provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price for each Assigned Project and losses, damages, or other costs sustained by the District arising out of the termination of this

Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of construction of all Assigned Projects pending at the time of termination. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Land Survey Services or authorized Additional Land Survey Services.

- 5.3 District Right to Suspend. The District may, in its discretion, suspend all or any part of construction of an Assigned Project or the Land Survey Services for an Assigned Project; provided, however, that if the District shall suspend construction of an Assigned Project or Land Survey Services for an Assigned Project for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of the Consultant, upon rescission of such suspension, the Contract Price for the Assigned Project will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of construction of the Assigned Project or Land Survey Services for the Assigned Project. Except as set forth herein, the Contract Price for an Assigned Project hereunder is not subject to adjustment for any suspension of construction authorized or directed by the District.
- 5.4 District Termination For District Convenience. The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement or a PAA, in whole or in part, for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement or PAA, or such portion as designated by the District, shall be deemed terminated seven (7) days after the date of the District's written notice to the Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Assigned Project Contract Price to Consultant for Land Survey Services and authorized Additional Services provided through the date of termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder, including without limitation anticipated profit on the unperformed portion of Land Survey Services.
- 5.5 Consultant Suspension of Land Survey Services. If the District fails to make payment of the Contract Price undisputedly due the Consultant for an Assigned Project, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of Land Survey Services for the Assigned Project until payment in full of the undisputed portion of the Contract Price is received. In such event, Consultant shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 5.6 Consultant Obligations Upon Termination. Upon expiration of the Term of this Agreement or the termination hereof, Consultant shall take action as directed by the District relating to the Land Survey Services and related work product. The Consultant shall within five (5) days of such expiration or termination assemble and deliver to the District the Consultant's Project Records including without limitation: (i) all work product, instruments of service and other items of a tangible nature; (ii) documents, including drawings, reports and or electronic files thereof; (iii) tests results, inspection notes/observations; and (iii) product samples received or prepared by or on behalf of the Consultant relating to the Project or Land Survey Services. The Consultant may, at its sole cost and expense, make reproductions of the foregoing Project Records delivered to the District solely for Consultant's archival purposes.

ARTICLE 6 MISCELLEANOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.2 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 6.3 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.4 Project Records. Records, documents and other materials generated or received by Consultant and its personnel in the course of performing services hereunder shall be delivered to the District upon termination of this Agreement or completion of obligations under this Agreement. Consultant may, at its sole cost, make copies of such records for its own files. All documents prepared by the Consultant are instruments of service and ownership thereof shall vest solely in the District. The Consultant may retain copies, including reproducible copies, of all documents prepared by the Consultant for informational, reference and archival purposes only.
- 6.5 Notices. Notices under this Agreement shall be addressed and delivered as set forth as follows.

If to District:
Mina Hernandez
Manager, Purchasing and Contract Services
Antelope Valley Community College District
3041 West Ave K
Lancaster, California 93536-5426

If to Consultant:

- 6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and remedies hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 6.7 Disputes.
 - 6.7.1 Consultant Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between District and the Consultant hereunder, the Consultant shall continue to provide and perform Land Survey Services and authorized Additional Land Survey Services pending a subsequent resolution of such disputes.

- 6.7.2 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 JAMS and the Construction Mediation Rules of JAMS 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 pursuant to the following Paragraph.
- 6.7.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Consultant and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the Consultant hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. If any claim or dispute is asserted by the Consultant, the Construction Manager if any, the Contractor, Architect or the District relating to the Project and arising in whole or in part out of this Agreement or the services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.
- 6.7.4 Consultant Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Consultant's submission of claims to the District. The PM's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the PM's initiation of any other dispute resolution procedure or proceeding.
- 6.7.5 Limitation on Arbitration. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Los Angeles, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.
- 6.8 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under this Agreement, the damages, if any, recoverable by the

Consultant shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Consultant expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations hereunder; the Consultant expressly waives and relinquishes any recovery of special or consequential damages from the District.

6.9 Entire Agreement. The foregoing and Exhibit A hereto (Project Assignment Amendment) constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

“DISTRICT”
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT

“Consultant”
[Consultant NAME]

By: _____

By: _____

Title: _____

Title: _____

**PROJECT ASSIGNMENT AMENDMENT
EXHIBIT A TO
AGREEMENT FOR ON-GOING LAND SURVEY SERVICES**

This Project Assignment Amendment (“PAA”) is entered by and between Antelope Valley Community College District and _____ (“Consultant”) as of [Click here to enter a date.](#)

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Land Survey Services (“Agreement”) which generally establish the terms and conditions for the Consultant’s completion of Land Survey Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Consultant for completion of Land Survey Services as enumerated herein.

NOW THEREFORE, the District and Consultant and agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows:

2. Assigned Project Land Survey Services. The Consultant shall complete the following Land Survey Services: _____.

3. Assigned Project Land Survey Services Schedule. The Consultant shall commence and complete the Land Survey Services under this PAA for the Assigned Project in accordance with the following Land Survey Services Schedule:

Land Survey Service	Commencement Date	Completion Date
	Click here to enter a date.	Click here to enter a date.
	Click here to enter a date.	Click here to enter a date.
	Click here to enter a date.	Click here to enter a date.
	Click here to enter a date.	Click here to enter a date.
	Click here to enter a date.	Click here to enter a date.
	Click here to enter a date.	Click here to enter a date.

4. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Land Survey Services is set forth in PAA Attachment 1 hereto.

5. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Consultant have executed this PAA as of the date set forth above

**“District”
ANTELOPE VALLEY COMMUNITY
COLLEGE DISTRICT**

“Consultant”

By: _____

By: _____

Title: _____

Title: _____

**PAA ATTACHMENT 1
LAND SURVEY SERVICES PRICING**

ATTACHMENT B - QUALIFICATIONS STATEMENT

1. Respondent Information.

1.1. Respondent Name:

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent's principal contacts:

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

Name: _____

Title: _____

Phone: (_____) _____

Fax: (_____) _____

E-Mail: _____

1.6. Length of time Respondent has been in business providing Land Survey Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

2. Insurance.

2.1. Commercial General Liability Insurance.

Insurer: _____
Current Policy No.: _____
General Liability Insurance Broker:
Address: _____
Telephone No.: (____) _____
Fax No.: (____) _____
Contact Name: _____

2.2. Automobile Liability Insurance.

Insurer: _____
Current Policy No.: _____
General Liability Insurance Broker:
Address: _____
Telephone No.: (____) _____
Fax No.: (____) _____
Contact Name: _____

2.3. Professional Liability Insurance.

Insurer: _____
Current Policy No.: _____
General Liability Insurance Broker:
Address: _____
Telephone No.: (____) _____
Fax No.: (____) _____
Contact Name: _____

2.4. Workers' Compensation Insurance.

Insurer: _____
Current Policy No.: _____
Workers' Compensation Insurance Broker:
Address: _____
Telephone No.: (____) _____
Fax No.: (____) _____
Contact Name: _____

- 3. References.** Complete the following to identify: (i) owner references that are California public K-12 School Districts and/or California Community College Districts; and (ii) architect references. Architect references must be architects that have served as the architect of record for K-12 school or community college projects subject to DSA jurisdiction. A minimum of three (3) references are required per category.

Public School Owners (California K-12 public school districts or California Community College Districts only)			
Owner Name	Address	Telephone No.	Contact Name

Architects (Architect of Record for projects subject to DSA jurisdiction)			
Firm Name	Address	Telephone No.	Contact Name

- 4. Personnel Resumes.** Attach in Tab 4 of the RFQ Response current resumes of: (i) Respondent’s management, executive and supervisory personnel responsible for Respondent’s performance under the Land Survey Services Agreement; (ii) the California licensed professional land surveyors proposed by Respondent for the Assigned Projects; and (iii) other professional/technical personnel proposed by the Respondent for completion of any of the Land Survey Services.

5. **Prior Land Survey Services Experience.** Duplicate the following to provide details of **all California K-12 School District or California Community College District projects** for which your organization provided Land Survey Services **within the past five (5) years**. Complete the following for each Project subject to the foregoing. Attach completed copies of the following to the completed and executed Qualifications Statement submitted concurrently with the Respondent's RFQ Response.

Project Identification (by name or other identification for project)	
Scope/Description of Land Survey Services provided	
Respondent's Professional Land Surveyor for Project	
Project Owner (include contact person and contact information for contact person)	
Architect of Record for Project, if applicable (include contact person and contact information for contact person)	
Construction Manager, if applicable (include contact person and contact information for contact person)	

6. **Questionnaire.** A Respondent will not be deemed qualified if the answer to any of Questions 6.1 through 6.4 in this section results in a "not qualified" response. A "not qualified" response to any of Question 6.1 through 6.4 will result in the District's rejection of the RFQ Response for failure of the Respondent to meet minimum qualifications requirements. The District reserves the right to request the Respondent to furnish additional information or details relating to any of Respondent's responses to the following Questions. The District may, in the District's sole discretion, independently investigate the Respondent's responses to any of the following Questions. If any of the responses to Questions 6.5 through 6.26 is a "yes", the Respondent must set forth details in a separate attachment to this Qualifications Statement.

6.1. The Respondent is a DIR Registered Contractor.

Yes No (not qualified)

Respondent's DIR Registration No.: _____

6.2. The Respondent maintains a commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Yes No (not qualified)

6.3. The Respondent maintains a an automobile liability insurance policy with combined single coverage limits of at least \$1,000,000.

Yes No (not qualified)

6.4. The Respondent maintains a professional liability insurance policy with a coverage limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.

Yes No (not qualified)

- 6.5. The Respondent maintains current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.
 Yes No (not qualified)
 Respondent is exempt from this requirement, because it has no employees.
- 6.6. Has your organization ever refused to sign a contract for Land Survey Services awarded to it?
 Yes No
- 6.7. Has your organization ever failed to complete a contract for Land Survey Services?
 Yes No
- 6.8. Has your organization ever been declared in default under a contract for Land Survey Services?
 Yes No
- 6.9. Has your organization ever been denied an award of a contract based upon a finding by a public agency that your organization was not a responsible bidder?
 Yes No
- 6.10. Has your organization been a party to a contract for Land Survey Services which was terminated by the project owner for the convenience of the project owner?
 Yes No
- 6.11. Has your organization been a party to a contract for Land Survey Services which was terminated by the project owner for your organization's default or breach of obligations thereunder?
 Yes No
- 6.12. Has a lawsuit ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No
- 6.13. Has a lawsuit ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No
- 6.14. Has a lawsuit ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No
- 6.15. Have arbitration proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No
- 6.16. Have arbitration proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No
- 6.17. Have arbitration proceedings ever been filed by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
 Yes No

- 6.18. Have mediation proceedings ever been filed by a public or private project owner against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
___ Yes ___ No
- 6.19. Have mediation proceedings ever been filed by an architect or other design professional against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
___ Yes ___ No
- 6.20. Have mediation proceedings ever been initiated by a contractor or subcontractor against your organization for damages, losses or other liabilities arising out of Land Survey Services provided by your organization?
___ Yes ___ No
- 6.21. Within the past ten (10) years, has your organization or any principal/equity owner of your organization been subject to any legal judgments or arbitration awards, whether or not such legal judgments or arbitration awards arise out of Land Survey Services?
___ Yes ___ No
- 6.22. Are there currently any pending, unsatisfied judgments or arbitration awards against your organization or any of the equity owners of your organization?
___ Yes ___ No
- 6.23. Has any insurer, for any policy of insurance, refused to issue or to renew an insurance policy for your organization?
___ Yes ___ No
If yes, on how many occasions? _____
- 6.24. Have any claims been made against a policy of professional liability (errors and omissions) insurance obtained by your organization in connection with Land Survey Services?
___ Yes ___ No
- 6.25. Has an architect of record for a project requested that any employee of your organization be removed from providing Land Survey Services for a project?
___ Yes ___ No
- 6.26. Has any project owner requested that any employee of your organization be removed from providing Land Survey Services for a project?
___ Yes ___ No

7. Claims and Disputes.

- 7.1. Respondent Reported Judgments. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to the California Board for Professional Engineers, Land Surveyors, and Geologists ("Board") any civil action judgment, arbitration award, or administrative action resulting in a judgment or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of land surveying where the judgment, settlement, or arbitration award was twenty-five thousand dollars (\$25,000) or greater, as required by California Business & Professions Code §8776(a)(4)?

- Yes
 No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) details of each judgment or arbitration award.

7.2. Respondent Reported Settlements. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to Board any settlement of any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness in the practice of land surveying where the judgment, settlement, or arbitration award was fifty thousand dollars (\$50,000) or greater, as required by California Business & Professions Code §8776(a)(3)?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) details of each settlement.

7.3. Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the Board payment by the professional liability insurer of any portion of a judgment, settlement, arbitration award, or administrative action against the Respondent or Respondent's predecessor relating to any alleged fraud, deceit, negligence, incompetence, or recklessness in the practice of land surveying, as required by California Business & Professions Code §8776.2?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

7.4. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with land surveying services provided by or through Respondent for any public or private sector entity.

- Yes
- No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

7.5. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for land survey services in which the Respondent is seeking additional compensation.

- Yes
- No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

7.6. Professional Land Survey Complaints. Within the past ten (10) years, has any California license professional land surveyor the Respondent proposes to complete Land Survey Services been subject to a Complaint filed with the Board pursuant to California Business & Professions Code §8780?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) details of each judgment or arbitration award.

8. Accuracy and Authority.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFQ Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Typed or written name)

ATTACHMENT C - PRICE PROPOSAL

Respondent: _____

The above-identified Respondent proposes the following pricing for Land Survey Services for Assigned Projects as follows:

1. Breakdown of Proposed Land Survey Services Pricing. The Respondent proposes pricing for Land Survey Services as set forth in Price Proposal Attachment 1 hereto.
2. Proposed Pricing Adjustment. Is the pricing proposed for Land Survey Services in Price Proposal Attachment 1 subject to adjustment over the anticipated five (5) year Term of the Land Survey Services Agreement?
 - Yes
 - No

If the response is "Yes" provide a detailed and specific description of how the Respondent proposes to adjust proposed pricing for Land Survey Services over the anticipated Term of the Land Survey Services Agreement: _____

3. Land Survey Services Location. Pricing proposed in Attachment 1 for Land Survey Services is inclusive of travel, transportation and related costs for the Respondent's personnel to Land Survey Services locations within a one hundred (100) mile radius of the District's Administrative Offices.
 - ___ Yes
 - ___ No.

If "No", the Respondent must attach a description how travel or transportation charges are billed for Land Survey Services conducted within a one hundred (100) mile radius of the District's Administrative Offices.

4. Acknowledgment and Confirmation. The Respondent certifies that its personnel are duly certified, licensed, approved and otherwise qualified to complete the Land Survey Services for each Assigned Project and other obligations of the Consultant under the Land Survey Services Agreement, if the Land Survey Services Agreement is awarded to Respondent. The undersigned:
 - (i) has reviewed and verified the accuracy and completeness of the foregoing Price Proposal and
 - (ii) is authorized to bind and commit Respondent to the foregoing Price Proposal.

By: _____
(Signature of Respondent's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

ATTACHMENT C - PRICE PROPOSAL (Attachment 1)

Respondent: _____

Land Survey Services Description	Consultant Will Provide Service	Proposed Unit Description (Per Land Survey Service, Per Hour, etc.)	Proposed Price Per Unit
TOPOGRAPHICAL SURVEYS			
Manhole invert/rim survey.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Cross-sectional profile survey.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Location and as-built survey.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Aerial mapping.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
CONSTRUCTION SURVEYS			
Construction staking.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Horizontal and vertical site controls.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Construction layout and cut sheets.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Benchmarks, establish and adjust.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Monument street center lines.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
PROPERTY LINE SURVEYS			
Locate property lines.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Locate easements.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
SUBDIVISION MAP ACT COMPLIANCE			
Review subdivision and parcel maps.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Prepare and stamp subdivision maps, parcel maps, and lot line adjustments.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
OTHER LAND SURVEY ASSIGNMENTS			
Land Survey Services as directed by the District.	<input type="checkbox"/> Yes <input type="checkbox"/> No		