REQUEST FOR QUALIFICATIONS (RFQ) FOR LAND SURVEYOR SERVICES

South Orange County Community College District (SOCCCD) is inviting submittals from qualified firms, partnerships, corporations, associations, or professional organizations to provide LAND SURVEYOR SERVICES for various projects. Selection will result in a pool of LAND SURVEYOR SERVICE Providers expected to provide comprehensive professional services to SOCCCD on an as needed basis over the next five years.

If you would like to submit a response to this Request for Qualifications and Proposals, please send five (5) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Mary Opel

Questions regarding this RFQ may be directed to Mary Opel, Construction Manager at Facilities Planning & Purchasing, at (949) 348-6021 or via email at mopel@socccd.edu.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing mopel@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

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

2:00 PM June 19, 2015  
Late submittals will not be considered
INTRODUCTION

The South Orange County Community College District (SOCCCD) has construction projects planned for their campus locations at Saddleback College, Irvine Valley College and ATEP. Saddleback College is located in Mission Viejo and serves the educational needs of students in the Dana Point, El Toro, Laguna Beach, Laguna Hills, Laguna Niguel, Mission Viejo, San Clemente, San Juan Capistrano and Santa Margarita areas. Irvine Valley College is located in Irvine and serves students in the Irvine, Tustin, Lake Forest and Laguna Beach areas. ATEP is a developing campus located in Tustin and serves the educational needs of students district-wide.

SOCCCD is seeking to establish a pool of qualified providers of LAND SURVEYOR SERVICES for new construction, renovation, and scheduled maintenance project services for Saddleback College, Irvine Valley College and the ATEP campus for a five (5) year period.

GENERAL INFORMATION

Overview

SOCCCD is seeking qualified providers of LAND SURVEYOR CONSULTANT SERVICES for various projects. Selected Firms will be determined qualified for a pool from which the District may draw services for the next five (5) years.

Selection for the LAND SURVEYOR CONSULTANT SERVICES pool will be performed by an evaluation committee. If the District determines it to be in their best interest, interviews may be arranged as part of the selection process or later when project specific proposals are requested.

The exact scope of services required by the District will be set forth in the Agreement between the District and the surveying firms.

Attached is a sample copy of the District’s Standard LAND SURVEYOR CONSULTANT SERVICES Agreement (Exhibit B). Specific project needs may include only a portion of the services identified therein. The exact scope of services required by the District will be set forth in a project specific Agreement between the District and the Land Surveyor Firm and will depend on the specific project needs. Proposing Firms are expected to identify in their submittal those items, if any, in the Agreement for which they would like to request modification. If none, proposing Firms are expected to state no modifications are anticipated.

Following identification of Firms qualified and selected for the pool, the District will request project specific proposals on an as needed basis from the LAND SURVEYOR CONSULTANT SERVICES pool. A contract will be awarded to the Firm(s) which in the judgment of the District best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee. Notice to Proceed on project work is typically provided immediately upon receipt from the Consultant of
required contracts and documentation. The District reserves the right to request proposals from outside of the pool of services at any time.

**SUBMITTAL INFORMATION AND SCHEDULE**

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms are encouraged to provide notification of their interest via an emailed notice to mopel@socccd.edu. Acknowledging Firms will receive addenda, if any are developed, by email as well via the website.

Submittal questions must be in writing and be directed to Mary Opel, Construction Manager via email at mopel@socccd.edu with the subject line indicating “Question(s) for LAND SURVEYOR CONSULTANT SERVICES RFQ”. If questions are submitted after the deadline, they will not be answered and Firms must provide a submittal using the information in the RFQ and any addenda provided.

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

Request for Qualification Submittal Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFQ - 1st Advertisement</td>
<td>May 26, 2015</td>
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<tr>
<td>RFQ - 2nd Advertisement</td>
<td>June 2, 2015</td>
</tr>
<tr>
<td>Deadline email confirmation of interest</td>
<td>June 9, 2015</td>
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<tr>
<td>Deadline for written questions</td>
<td>June 12, 2015</td>
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<tr>
<td>Last addendum</td>
<td>June 16, 2015, 2:00 PM</td>
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<tr>
<td><strong>Deadline for RFQ Submittal</strong></td>
<td><strong>June 19, 2015, 2:00 PM</strong></td>
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<tr>
<td>Interviews (if required)</td>
<td>June 29, 2015</td>
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<tr>
<td>Recommendation to Board</td>
<td>June 29, 2015</td>
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<tr>
<td>Board Meeting Date</td>
<td>July 20, 2015</td>
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</table>
The delivery package must be clearly marked with the RFQ title, Firm’s name and address, contact name, email and phone number.

Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.

Late submittals will be returned to the Firm without evaluation and Firm will not qualify for the LAND SURVEYOR CONSULTANT SERVICES Pool. It is the Firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

LIST OF FUTURE DISTRICT PROJECTS

Listed below are some of the potential projects that may require LAND SURVEYOR CONSULTANT SERVICES work over the course of the next five years. SOCCCD uses a variety of delivery methods including: Design/Bid/Build, Design-Build, and Lease/Leaseback. Projects other than those listed may be included from the Facilities Master Plans for each of the colleges or from college renovation, modernization or scheduled maintenance projects. Consultant Services may commence in advance of the anticipated construction start date depending on Project Specific needs.

SADDLEBACK COLLEGE CAMPUS

ATAS RENOVATION

This project intends to stabilize the building foundation and slab with resultant interior improvements to this 36,500 SF building with construction costs anticipated at $9,850,000 and an anticipated construction start of Early 2016.

SITE IMPROVEMENTS

This combination of site improvements includes storm drains, parking lots and a quad renovation. The overall construction costs are anticipated at $8,350,000, with construction start of mid 2016.

ATHLETICS STADIUM RENOVATION

This renovation of the existing stadium proposes to modify bleachers, seismic and ADA upgrades, new restrooms, concessions and athletic team room. The overall construction costs are anticipated at $13,000,000, with construction start of mid 2016.

GATEWAY BUILDING

This new construction of 52,000 SF carries an anticipated construction cost of $36,000,000. Start date contingent upon State funding match.
IRVINE VALLEY COLLEGE CAMPUS

BARRANCA ENTRANCE

This project will connect the southern portion of the parameter road to the City’s surface street and will cross city property, an easement held by a public utility and district property. The construction costs are estimated at $1,750,000 with an estimated construction start date of Fall 2016.

A 200 RENOVATION

This renovation of this approximately 16,000 SF single story structure carries an anticipated construction cost of $3,500,000 with an anticipated construction start date of late 2017.

FINE ARTS BUILDING

This new construction of 57,000 SF carries an anticipated construction cost of $32,000,000. Start date contingent upon State funding match.

ATEP CAMPUS

BUILDING ONE - SADDLEBACK BUILDING

This new construction of 30,000 SF has an anticipated construction cost of $14,850,000 with criteria architectural work underway.

SITE UTILITIES AND FIRST PARKING LOT

This new construction of site utilities to support the first series of buildings on the ATEP campus has an anticipated construction cost of $6,700,000 with criteria architectural work underway.

LAND SURVEYOR CONSULTANT SERVICES SCOPE OF WORK

A contract will be executed between SOCCCD and the Land Surveyor Consultant.

The District plans to engage Land Surveyor consultant to perform some or all of the following tasks:

a. Perform general topography including: grade spot elevations and grade contour intervals at 1’ increments. Identify curb, gutter, swale and flow line elevations at 25 ft. intervals minimum.

b. Identify all street signs, trees and their trunk diameters, fences and gates including their type and sizes within the project parameters and at adjacent locations as determined by project needs.

c. Research records of utility companies and available building plans and show existence, size and location of all above-ground and below-ground utility lines and structures both on and adjoining the project site. Identify utility name and top elevations of all utility vaults and Christy boxes, covers and grates and invert elevations of sewer and storm drain cleanouts and catch basins.
d. Identify building footprint (existing or adjacent as applies to the project) as well as roof overhang(s) and label accordingly.

e. Identify building finish floor elevation and top of paving elevation at all exterior door thresholds (existing or adjacent as applies to the project).

f. Location and elevation of adjoining sidewalks, curbs and gutters for those adjacent to the project site and in order to tie to the nearest (most project appropriate) accessible walkways(s).

g. With the assistance of College facilities personnel, pothole site for potential conflict of utilities in areas where new services are anticipated (when known). Include 10 locations at 8’ depth and 20 locations at 4’ depth.

h. In addition to pothole scope of work, provide underground locating survey including all personnel, equipment and supplies required to perform utility designation. Utility designation will be done using the following types of equipment:
    i. Electromagnetic locator – Used for designating conductive targets or those with tracer wire.
    ii. Ground Penetrating Radar – Used for designating nonconductive targets. The success of this equipment is dependent on soil type.
    iii. Push-rodder type CCTV camera – Used for inspecting and or locating sewer lines and service laterals.

i. Mark all utilities identified with white paint markings indicating the type of facility found and the orientation of the facility. If the utility is in a dirt area offset markings will be made to the nearest permanent surface.

j. Provide within the topographical survey, a map of all utilities marked as part of this agreement.

k. Provide hard copy survey documents 30’ x 42” drawing sheets, wet signed by a licensed surveyor or civil engineer with the date that the survey was taken. Identify building and street names, drawing scale, north arrow, legend and project, client and surveyor/engineers names and addresses. Identify survey date.

l. Provide digital copies of the survey documents in AutoCAD format and Adobe Acrobat format on a CD or thumb drive.

m. Grid adjacent parcels at 25 feet on center if appropriate.

n. Provide Aerial mapping @ 1” = 20’ scale with 1’ contours.

**REQUIREMENTS FOR LAND SURVEYOR CONSULTANT SERVICES SCOPE OF WORK**

a. Only the DISTRICT and its authorized representative will have the authority to request
services.

b. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be faxed to the Consultant’s office a minimum of 24 hours in advance.

c. The rates shown on the attached fee schedule shall include the cost of all related equipment.

d. An assessment of the billing against the contract amount will be maintained by the Consultant and submitted to the DISTRICT for monthly review with the invoice submittal.

REGULATORY REQUIREMENTS

Regulatory Requirements

Experience with the Division of State Architect (DSA), the Uniform/International Building Code (IBC/UBC), Title 24 of the California Code of Regulations and coordination with the District and their consultants will be required.

Firms included in this pool will be subject to compliance monitoring and enforcement by the Department of Industrial Relations for contracts awarded on or after April 1, 2015 pursuant to Labor Code section 1720(a)(1). Questions should be directed to www.dir.ca.gov/DLSR/RWD or to the following:

Department of Industrial Relations
Division of Labor Statistics and Research
PO Box 420603
San Francisco, CA 94142
Phone: (415) 703-4474

Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit five hard copies and one electronic copy. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section 1, 2, 3, 4, etc. shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Firm. Additional copies may be photocopies.

Provide information in this order:
1. **Cover Letter** - A maximum one-page, **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit on behalf of the Firm. (one page maximum)

2. **Table of Contents** - A **Table of Contents** of the material contained in the submittal should follow the Cover Letter.

3. **Executive Summary** - The **Executive Summary** should contain an outline of your approach along with a brief summary of your qualifications. (One page maximum). Firm should have an office in Los Angeles, Riverside, San Diego or Orange County.

4. **Experience** - Provide any professional registration, certifications and affiliations for the Firm. Describe experience including the scope of relevant projects, description, completion date, and construction costs for relevant projects in the last five years. Provide contact names and phone numbers for each listed project.

   Evidence that the Firm is legally certified to conduct business in the State of California for the services offered.

   Experience with college and university educational facilities and other institutional services and California Building Code Standards.

   List the range of project sizes completed (from very small to very large project) based on construction dollar values.

   The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years.

   If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (One page for summary and up to five additional to highlight project specific information if appropriate)

5. **Personnel** – This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:

   - Number of qualified staff
   - Identification of any services noted in the Agreement(s) not provided in-house
   - Identification of proposed sub consultants.
   - All personnel assigned to District projects, employees, sub-consultants or subcontractors must:
     - Possess the minimum qualification to perform the services provided
• Have knowledge and understanding of codes, major services and activities required to perform services provided
• Have a minimum of three years of directly related experience as noted in submittal attachments
• Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7.
• Include resumes of proposed personnel, including any proposed sub-consultants, who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held. (No more than one page/person)

• Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. **Services** – Provide list of services available from Firm including a brief description of philosophy and process for providing Land Surveyor Consultant services. (Two page maximum)

7. **Additional Data** - Provide additional information about the Firm as it may relate to this RFQ. Include unique projects, etc., ongoing professional education of staff and total number of permanent employees. DVBE participation level, if any.

8. **Professional Fees and Sample Fee Proposal** - Fees will be based on fully-loaded hourly billing rates for each classification.

When providing costs, each line item shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Schedule of Fees provided in this submittal will be used as the basis for negotiations throughout the five year duration for the LAND SURVEYOR CONSULTANT SERVICES pool. Any increases must be approved in writing by the District prior to the performance of service.

Please note that such rate will only be considered for an adjustment on an annual basis (based on the date of mutual execution of the Contract) and upon written request by Firm. Such adjustment will be based on the percentage increase, decrease, set forth in the Consumer Price Index (CPI) for Orange County.

The final all inclusive rate shall be negotiated after the selection process. Project Specific Agreements will be based on a lump sum basis. The total fees paid to any selected LAND SURVEYOR CONSULTANT FIRM will be these fees as authorized by the individual Project Specific Agreement.
No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the site of work, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except as follows:

a. Clerical labor to compile reports and transmit.

Proposers shall specifically include hourly rates for full time services in their proposals for the following:

- Principal
- Senior Project Manager
- Project Manager
- Senior Engineer
- Engineer
- Survey Party Chief
- 3-Person Survey Crew
- 2-Person Survey Crew
- 1-Person Survey Crew
- Draftsperson
- Overtime and Weekend Rates for the above.
- Clerical staff
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within the above Scope of Services – on a separate sheet.

Identify any constraints or assumptions that affect fee. Services that are not specifically included in RFQ exhibits may be added in the blank areas provided as supplementary information.

9. **Client References** – This section of the Proposal permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Firm and any sub consultants included in the Proposal and shall include:
   a. Project name, location and description
   b. Client contact name
   c. Telephone number
   d. Email address

10. **Agreement Review** - Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.
11. **Certification** - Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATIONS enclosed with this RFQ.

Responses to the RFQ should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFQ may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.**

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit B) is **not to be included** with the Firm’s submittal.

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**BASIS OF AWARD**

The selection of the LAND SURVEYOR CONSULTANT SERVICES pool firms will be based on criteria and guidelines established by the District. The selection will be made after a careful evaluation by the selection committee and will be based on demonstrated competence as well as what is in the best interests of the District as determined by the committee for a fair and reasonable price. If needed, firms will be short-listed for an interview to present their full understanding of and responsiveness to this RFQ and their specific experience.

The successful Firm must demonstrate:

- Qualifications, experience and time commitment of key personnel assigned to provide the services. The Firm’s experience and knowledge in providing Geotechnical and/or Testing & Special Inspection Consultant Services
- Reasonable and competitive fees as shown in the fee schedule

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**MISCELLANEOUS**

1. General information about SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu). Recent projects are listed at the “Bids” tab. The Master Plan is found at [http://www.socccd.edu/about/about_planning.html](http://www.socccd.edu/about/about_planning.html)

2. All submittals shall remain active and valid for ninety days following closing date for receipt. If selected for the Land Surveyor Consultant Services Pool, the submittal information may be incorporated into the contract documents and amended with written approval between the parties, as necessary. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.
4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ materials.

5. All materials submitted in response to this RFQ shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain all submittals, whether selected or rejected.

6. Only written changes to the RFQ will be valid. Verbal representations will not be binding on either party.

7. SOCCCD reserves the right to reject any or all responses to this RFQ. Any and all costs incurred in preparing and submitting a response to this RFQ is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.

**QUESTIONS FROM POTENTIAL RESPONDENTS**

Questions regarding this project should be directed in writing to:

Questions regarding this RFQ may be directed to Mary Opel, Construction Manager at SOCCCD Facilities Planning & Purchasing, at (949) 348-6021 or via email at mopel@socccd.edu.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the district bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing mopel@socccd.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

**Specific Inclusions**

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Sample Agreement for Land Surveyor Consultant Services.
3. Exhibit C: Sample fee schedule for extra work (sample agreement exhibit A)
4. Exhibit D: Sample Invoice for monthly billings
CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Land Surveyor Consultant Services and the instructions for submitting an RFQ. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide five copies of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ______________________

_________________________   __________________________
Signature                     Typed or Printed Name

_________________________   __________________________
Title                         phone

_________________________   __________________________
Address                      email
CONSULTANT AGREEMENT - SAMPLE

This AGREEMENT is made and entered into this 1st day of __Month__ in the year 2014 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Name, Address, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experiences and competent to perform the special services required.

WHEREAS, DISTRICT is in need of such special series and advice; and

WHEREAS, CONSULTANT is specially trained and experiences and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1  CONSULTANT’S SERVICES AND RESPONSIBILITIES

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

1.2. Standard of Care. CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT’s Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

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

1.4. Replacement of Key Individual. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A project
manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT’s services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Criteria Architect; and (b) others providing services in connection with bidding and/or construction of the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the SURVEY contents for the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT’s approval a schedule for the performance of the CONSULTANT’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

1.7. **Duration.** The services covered by this AGREEMENT shall be completed within 60 days of the date of this AGREEMENT.

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

2.1. **Project Scope.** Preparation of topographical survey of proposed limits of Saddleback College Site Improvements project. The CONSULTANT and the DISTRICT have discussed the needs and the requirements of the PROJECT and arrive at a mutual written understanding of such needs and requirements as identified in this contract (EXHIBIT A – RFQ & P).

2.2. **Coordination Efforts.** The CONSULTANT will describe any coordination issues with other DISTRICT Sub consultants or shared governance groups.

**ARTICLE 3 TERMS OF SERVICE**

3.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this Agreement, including without limitation CONSULTANT’s performance of the service required hereunder and DISTRICT’s payment of all sums due to CONSULTANT.

3.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for 2 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.

3.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in EXHIBIT B.

3.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.
ARTICLE 4 INDEMNITY AND INSURANCE

4.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:

a. **Workers Compensation and Employer’s Liability.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to CONSULTANT’S employees or CONSULTANT’S subcontractor’s employees arising out of CONSULTANT’s work under this agreement; and

b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONSULTANTS who are directly employed by the DISTRICT.

c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

d. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT’s obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys’ fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

4.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain project specific insurance with an insurer or insurers, qualified to do business in the State of California and
acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT’s actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. **Statutory Workers’ Compensation and Employers’ Liability.** CONSULTANT shall purchase and maintain Workers’ Compensation Insurance covering claims under workers’ or workmen’s compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer’s Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee’s employment by CONSULTANT. The Employer’s Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker’s Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT’s services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT’s employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT’s obligations under this Agreement; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than $1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

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

d. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

4.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

<table>
<thead>
<tr>
<th><strong>Insurance Policy</strong></th>
<th><strong>Minimum coverage Amount</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million dollars ($1,000,000)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>One Million dollars ($1,000,000) per occurrence and One Million dollars ($1,000,000) project specific in the aggregate</td>
</tr>
</tbody>
</table>

**ARTICLE 5  COMPENSATION TO THE CONSULTANT**

5.1. **Contract Price for Services.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fixed fee not to exceed XXX Dollars ($XX,XXX) upon satisfactory completion of the services. Reimbursable allowance equals XXX Dollars ($XXX) for a
5.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. The items and services identified in EXHIBIT B are services included in the CONSULTANT’s compensation for Services as set forth in Article 2.

5.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District’s receipt of CONSULTANT’s billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the CONSULTANT or any Contractor.

5.4. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

5.5. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

5.6. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.

5.7. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

5.8. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT’s services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed...
as follows: at standard hourly rates (See EXHIBIT B) or as a fixed fee.

5.9. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT’s employees and CONSULTANTs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’s review. The District shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

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

b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT’s normal travel expense (including to and from the PROJECT) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT’s prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT’s Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CONSULTANT, the CONSULTANT’s employees and CONSULTANTs in the interest of the PROJECT.

g. For additional services of CONSULTANTs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CONSULTANT for such services.

5.10. **Non Waiver of Rights.** Neither the DISTRICT’S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT’S failure to perform any of the services furnished under this Agreement.

**ARTICLE 6 CONSULTANT’S WORK PRODUCT**

6.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such
drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

6.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

6.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement using CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State CONSULTANT and upon completion of the As-built requirement. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.

6.4. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’s express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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**ARTICLE 7 TERMINATION**

7.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

7.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to
liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT’s insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

7.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

7.4. **Suspension of PROJECT.** The District may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT’s compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT’s services.

7.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

7.6. **Non Payment.** The DISTRICT’s failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

   a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.

   b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.

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

7.7. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by
ARTICLE 8 DISPUTES, MEDIATION AND ARBITRATION

8.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

8.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.

8.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

   a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

   b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

   c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand 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 upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

   d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

   e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

   f. Unless otherwise provided, this Agreement shall be governed by the law of the state and
county where the Project is located.

ARTICLE 9  DISTRICT’S RESPONSIBILITIES

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

9.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT’s behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT. CONSULTANT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, CONSULTANT shall accept directives only from DISTRICT’s designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Mary Opel, Construction Manager

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

9.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.

9.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by CONSULTANT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

9.6. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT’s obligations under this agreement.

ARTICLE 10  MISCELLANEOUS

10.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

10.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT’s business, equipment and personnel engaged in services covered
by this AGREEMENT or accruing out of the performance of such services.

10.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

10.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT’s work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT’s work.

10.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.

b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.

c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the CONSULTANT for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed CONSULTANT or registered Engineer, whether under contract to the CONSULTANT or DISTRICT.

d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.

e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.

f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.

g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
h. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

10.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

10.7. **Full Force of Remaining Contract.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

10.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

10.9. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

10.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

10.11. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
10.12. **Permits/Licenses.** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

10.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

10.14. **Communications** between the parties shall be sent to the following addresses:

**DISTRICT**

**CONSULTANT**

**Project Manager**
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

**Principal Contact**
Company Name.

**Company Address**

**District**

**CONSULTANT**

**Copy**

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

10.15. **Severability.** 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.

10.16. **Entire Agreement / Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

10.17. **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
This AGREEMENT entered into as of the day and year first written above.

DISTRICT
South Orange County Community College District

CONSULTANT
Name

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Name
Position

(Date)
(Date)

(Taxpayer number)

Exhibit A  Proposal
Exhibit B  Criteria for Billing Extra Work
Exhibit C  List of Engineers/Subconsultant
EXHIBIT B - CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

The specific line item description and fee will be based on project specific agreement.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$XXX</td>
</tr>
<tr>
<td>Engineer</td>
<td>$XXX</td>
</tr>
<tr>
<td>Survey Party Chief</td>
<td>$XXX</td>
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<tr>
<td>3-Person Survey Crew</td>
<td>$XXX</td>
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<tr>
<td>2-Person Survey Crew</td>
<td>$XXX</td>
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<tr>
<td>1-Person Survey Crew</td>
<td>$XXX</td>
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<tr>
<td>Draftsperson</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$XX</td>
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</table>
Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

Project Manager
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, Ca. 92692-3635

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

Project: TBD, SOCCCD Campus TBD
RE: Land Surveyor Consultant Services

Consultant TBD
Consultant Address
City / State / Zip code
Phone Number

Professional Services from Month/01/Year - Month/31/Year

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
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<td>Pre-Construction Phase</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
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<td>XX,XXX.00</td>
</tr>
</tbody>
</table>

Amendment 01

REVISED CONTRACT AMOUNT 0.00 0.00 0.00 0.00 0.00 XX,XXX.00

Reimbursable Expenses

List reimbursable items ......................

Total Reimbursable rate at 1.1 times TBD 1.1 TBD

TOTAL THIS INVOICE 0.00